

## **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, 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 January 2, 2024 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 12/19/23 regular meeting.
4. Approval Alcohol Beverage License for Sanah & Sajeh LLC

### **NEW BUSINESS**

#### **Swear in newly elected officials.**

5. **CITY-** (action item) Consider any vacancies of elected officials.
6. **GOLF-** (action item) [attachment] Consider approval of Golf Contract with Ben Staples and Jennifer Baulne.
7. **ELECTRIC-** (action item) [attachment] Consider approval of Change Order #4 with Schweitzer Engineering Laboratories for Unit 1 start up and commissioning.
8. **ELECTRIC-** (action item) [attachment] Consider approval of quote to relocate Electrical Infrastructure on Riverside Road for Boundary County FLAP Project.

### **ADJOURNMENT**

**MINUTES  
CITY COUNCIL MEETING  
December 19, 2023**

Mayor Alonzo called the meeting to order at 6:00 pm. Council present were Ron Smith, Val Thompson, Brion Poston, Adam Arthur. Staff present were City Engineer Mike Klaus, City Attorney Andrakay Pluid, Clerk/Treasurer Deborah Garcia, Planner Tess Vogel, Planner Clare Marley via Zoom. Public present were Gerald Higgs, David Sims, Jessica Tingley, Emily Bonsant, David Vandervoort, Adrienne Norris, Lynn Feldman, Fay Almond, Gregory Lamberty, Joseph Knight, David Clark,

**PUBLIC COMMENTS**

Gerald Higgs- spoke about how the city discussed the Electric Department becoming union with the IBEW. The city decided not to do that. He had concerns with the last agenda item allowing employees to transfer PTO time to another employee. Gerald is against the interaction between employees and feels like no one knows what is going on with a leave bank. It allows employees to ask people to donate hours to the leave bank so that another employee can use them and there is no way of keeping anonymity and can be abused. Gerald does not think the council should consider this item.

Adrienne Norris- Stated that she had already sent the letter to the mayor and council regarding the hiring of the Golf Contractor Ben Staples who is the son of former mayor Dick staples. Adrienne stated that she understands that the council was in a stickler and that if they did not hire Ben then Dick would re-take his seat as mayor and by hiring Ben that creates leverage to keep Dick staples from taking his seat as mayor in January. Adrienne feels like the city chose the wrong person. Adrienne has a second issue to speak about and that is about a warning ticket she received on December 14<sup>th</sup> from an officer and when he was done giving the warning his camera light was blinking and she asked the officer a question about deleting footage. The officer told her it was private information about a minor and she said he turned his camera off. Adrienne is very upset about this.

Lynn Feldman- Stated that the council has been discussing the Golf Course and it has not been an easy thing for the public to watch. During the past several months there have been significant errors, lapses in judgment have been made during the process of selecting the new golf course manager. Lynn stated that he had read the memo that was included in the packet and after reading his question to council is did both applicants provide a business plan, financial plan, advertising plan, and growth plan. If so, were those documents provided to the interview committee. What criteria was used to make the determination. Lynn asked if the public would be given the information or wouldl he have to do a public records request.

**REPORTS**

Police- Chief Brian Zimmerman reported that the 100-terabyte storage computer unit for the body and dash cameras is finally assembled and ready to install and will get put into service shortly.

Fire- No report

City Administrator- No report

City Engineer- Mike Klaus stated that he has provided a written report and if there are any questions Mike will be available to answer.

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. Approval of minutes from the 12/5/2023 Regular Meeting,
4. Consider approval of Alcohol Beverage Licenses for FY2024, Heart Rock Wines, Nom Nom, Bonners Ferry Craft Brews LLC, Mi Pueblo.

Brion Poston made the motion to approve the consent agenda with the spelling error correction. Val Thompson seconded the motion.

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

**NEW BUSINESS**

5. **PLANNING- (action item)** [attachment]- DELIBERATION/DECISION ON P&Z RECOMMENDATION- Files #SUP012-23 & #S03-23 PLANNED UNIT DEVELOPMENT & PRELIMINARY PLAT: Graubart-Gorshe Trust, Timothy Gorshe & Judith Graubart Gorshe are requesting approval for a residential mixed housing planned unit development and preliminary plat to create five residential lots and private open space. The proposed Judy’s Subdivision on 2.18 acres is zoned Residential B and is located at and adjacent to 6613 Alderson Lane. The applicants propose to develop the five lots with one- and two-story duplexes on lots of about one-third acre each. They are seeking variations to development standards to allow reduced setbacks and a private access road. The property is in Section 34, Township 62 North, Range 1 East, B.M. The Planning and Zoning Commission recommended unanimously to the City Council to approve these files with conditions, following their November 16, 2023, public hearing. No public testimony will be taken.

Brion Poston recused himself from this item as his property borders this property. Tessa Vogel is helping Clare with the presentation. Tessa read the legal into the record. Clare Marley is the contract Planner for the City of Bonners Ferry. Clare asked Mayor Alonzo if there were any other disclosures that he was aware of and he responded that there were no other disclosures that he is aware of. Clare explained that if the council does not accept the recommendation, then they would have to meet later and there would be a Public Hearing. Clare explained that they have the application for the Special Use Permit and the Preliminary Platt. They were filed in April and Planning heard the two files in November.

These are duplex lots that are to be developed with one duplex each. Clare showed the aerial photos of where the property is located at 6613 Alderson Lane. The zoning for the site is Residential B and joined to east by Residential A and south by Residential AA and A, and across the way is Commercial. It is quite an industrious intersection they have there.

Tessa went through the pics that she took.

Clare went back to Planned Unit Development. They meet the city’s requirements. They are requesting that several of the lots have setbacks that are less than standard. They offered amenities which will have an open area park like area. Will provide buffering for the neighborhood. Allowed to consider both of those together. Final produced after approval. Also, the City will engage in a development agreement after approval is given. Conditions are in the staff report. Major changes must come back to the council. Draft conditions

Ron Smith made a motion to accept the recommendation of the Bonners Ferry Planning and Zoning Commission and approve these files, #SUP012-23 and #S03-23, for a residential mixed housing planned unit development and preliminary plat to create five residential lots and private open space, finding that it is in accord with the standards of Bonners Ferry City Code and the adopted comprehensive plan, as enumerated in the findings adopted by the Planning and Zoning Commission and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written. This action does not result in the taking of private property. Val Thompson seconded the motion.

<b>Result:</b>	Approved
<b>Moved by:</b>	Ron Smith
<b>Seconded by</b>	Val Thompson
<b>Voted Yes</b>	Adam Arthur, Ron Smith, Val Thompson
<b>Voted No</b>	
<b>Recused</b>	Brion Poston

6. **POLICE- (action item) [attachment]-** Consider approval to hire Police Officer.

Chief Brian Zimmerman supplied a memo explaining with the departure of Marty Ryan, Jeremy Garrett has been promoted to Assistant Chief and he is also currently the School Resource Officer. This is a heavy load as the Assistant Chief usually does all of the investigations and the schools are pretty busy as well. Chief Zimmerman would like to hire another officer that would start January 15<sup>th</sup> and would work until his departure. and be taking on the School Resource Officer position and they have a candidate that is experienced and trained and will be a good fit in the schools.

Brion Poston made the motion to allow Brian to hire the police officer on January 15, 2024, which will bring them up to eight officers until Brian's retirement then it would bring them back down to seven. Val Thompson seconded the motion.

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

7. **ELECTRIC-(action item) [attachment]-** Consider approval of Change Order #3 with Schweitzer Engineering Laboratories for technical support up to \$15,000.00.

Mike informed the council that this was to help with programming issues that may come up out at the hydro because of the new controls out there. It is typical to have follow up items that come up that need to be addressed. This is intended to cover questions, time, technical assistance, materials, and travel for onsite help. Councilman Poston asked Mike if we are going to have any ongoing support from the company through the years. Mike stated that the product that we purchased through SEL is their equipment and all upgrades to the software are included for ten years. The other brand was about \$10,000.00 per year. Technical support through SEL will probably require a small contract each year.

Val Thompson made the motion to approve the proposed change order #3 with Schweitzer Engineering Laboratories including fees up to \$15,000.00 for technical support at the hydro. Adam Arthur seconded the motion.

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

8. **GOLF- (action item)** [attachment]- Consider recommendation by golf selection group for a new contractor for the Mirror Lake Golf Contract and authorize staff to negotiate a contract.

Rick read a narrative that he wrote: When we first started the process of finding a new Golf Course Manager, we formed a steering committee who put out a Request for Proposals not realizing there were state guidelines that had to be followed. We had to halt the process and start over because those guidelines were not met. After meeting with our City Attorney, we put out a Request for Applicants which is a simpler process. A selection group was formed to restart the process and conduct interviews.

After reviewing the applications, resumes and proposed business plans of both applicants, the selection group felt Ben Staples had a good vision and plan on how to operate the golf course and maintain the physical infrastructure of the city. He understands that this position is a multi-task one. Not only does the manager operate the pro shop. They need to help care for the grounds and keep the equipment running. He has made arrangements with a Golf Pro to provide lessons to golf course patrons who request them. He also has a commitment from current golf course employees to return in the spring when the golf course reopens. We selected five individuals to interview two applicants for the contracted Golf Course Manager position. On December 11, 2023, the selection group interviewed both applicants and unanimously recommends Ben Staples and Jennifer Baulne for the position.

Below is a list of those who served on the interview committee: John Youngwirth, Mike Klaus, Rick Alonzo, Jimmy Dorhofer, and Ron Smith. The selection group understands that the City Council makes the final decision on this contracted position. It is the recommendation of the selection group that the city council authorize the staff to negotiate a contract with Ben Staples and Jennifer Baulne to bring forward to city council for final approval in January 2024. If the city council chooses to approve the recommendation of the selection group to hire Ben Staples, then a meeting will be held with Ben to go over the contract and make sure that everybody is satisfied with what is in that contract.

Mayor Alonzo asked if there were any questions or comments.

Brion Poston made the motion to hire Ben Staples for the position of Golf Course Manager and authorize staff to negotiate a contract and a decision to be made on the contract and his employment at the first meeting in January. Val Thompson seconded the Motion.

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

9. **CITY-** [attachment]- DISCUSSION ONLY Discuss directing staff to draft a policy allowing employees to donate PTO hours to another employee.

Mike gave a summary of what staff is asking for council to discuss and consider a policy addition to allow staff to donate leave time to another employee if the employee or a family member of the employee has a long-term illness and has exhausted all leave. This would allow the employee to still have the means to make a living. The CPA that we are currently working with has recommended that you make this financially equitable for example you have a staff member who makes \$20.00 per hour and is donating to a staff member who makes \$30.00 per hour, you would do the math to make it equitable. Staff looked at policies from other municipalities.

Staff are looking for directions if they want to move forward with something like this. Brion Poston talked about what the county has in place. They have a sick bank that employees can donate a certain amount of time to each year and is only for the employee. not to care for a family member. There is a board that decides who gets to access the hours. Brion suggested we go to the courthouse and ask how they do it. Mike stated that we did reach out to the county and the difference in what we are thinking is to consider the wage differences and the county does not. Adam Arthur asked if Mike could go over our PTO policy because he thought there was something about employees who were going to be out for a period needed to make other arrangements. After discussion the council agreed they would like staff to develop a policy and bring it forward later to the council.

### **ADJOURNMENT**

Mayor Staples adjourned the meeting at 6:51 pm.

No. 2024-22

# City of Bonners Ferry

## 2024

### RETAIL ALCOHOL BEVERAGE LICENSE

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

**On Premises**

LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	00.00
WINE:	00.00

**Off Premises**

BEER: Container Only	25.00
Keg, Jug and Container	00.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
<b>TOTAL</b>	<b>125.00</b>

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2024

This License Must Be Conspicuously Displayed

**AGREEMENT WITH INDEPENDENT CONTRACTOR**

THIS AGREEMENT, by and between the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, “CITY,” and \_\_\_\_\_  
“OPERATOR.”

THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS IS A PUBLIC COURSE, AND NOT SUBJECT TO PRIVATE RESTRICTIVE USES;

WITNESSETH:

WHEREAS, the City owns a nine (9) hole golf course with accompanying clubhouse located on U. S. Highway #95, approximately two miles south of the municipal limits of the City, and the City desires to contract for five (5) years beginning on January 1, 2024 and ending December 31, 2028, for the operation thereof by the OPERATOR upon the terms and conditions hereinafter set forth;

**I. GENERAL CONDITIONS:**

A. Definitions:

1. Operator: \_\_\_\_\_. An independent contractor and not an employee of the City.
2. City: The City of Bonners Ferry, Boundary County, Idaho.
3. Season: The official golf season shall run from May 1 through October 31, but may be adjusted at the discretion of the Operator based on weather conditions.
4. Golf Committee: The Golf Committee, as established by the Bonners Ferry City Council, pursuant to Bonners Ferry City Code § 2-3-1.
5. Course: Mirror Lake Public Golf Course.
6. Concessions Revenue: Any revenue collected directly related to the operations of the food and beverage concessions including all revenue from the selling or serving of food or beverage (including alcoholic beverages).
7. Data: Any data or information requested by the City Clerk, City Administrator, City Auditors, Mayor or Council concerning Mirror Lake Golf Course.
8. City Administrator: The City Administrator of the City of Bonners Ferry, as hired by the City of Bonners Ferry.
9. City Clerk/Treasurer: The City Clerk/Treasurer as appointed by the City Council pursuant to Bonners Ferry City Code § 1-7A-1 and 1-7A-2.
10. City Auditors: The independent financial auditors of the City of Bonners Ferry, employed by the City pursuant to Idaho Code § 67-450B.

B. Data

1. All requested data relevant to the operation and success or failure of the business shall be provided to the City by the Operator upon request from the Mayor, City Council, City Clerk, City Attorney or City Administrator.
2. The City may withhold payment to the Operator if the required



information is not provided in a timely manner.

3. All information and data relevant to the operations and success or failure of the business shall be considered confidential in nature, with disclosure limited only to the Mayor, City Clerk/Treasurer, City Administrator, City Attorney, City Auditors, and City Council. Public disclosure shall be exempt under Idaho Code §9-340, unless otherwise consented to by the Operator.
4. At any time discussion of the data referred to herein is required between the City Council and the Operator, such discussion would be open to the public. Therefore, it is understood that the Operator shall request an Executive Session with the City Council to hold this discussion in private. Failure to request an Executive Session will be deemed to be consent by the Operator to public disclosure of such data as discussed.

C. Financial Records:

1. The Operator shall submit the financial records of the business to the City Clerk/Treasurer by no later than January 31 of each calendar year:
  - a. Any and all information necessary to perform an audit, including payroll data; and,
  - b. Profit and loss information for Concessions operations.
- D. The Operator shall be solely responsible for hiring, training, and supervising all assistants and other employees as are necessary to satisfactorily perform his duties under this agreement.
- E. The Operator shall attend all meetings of the Golf Committee as requested.
- F. The Operator and the Golf Committee shall maintain effective communications with the City Administrator and City Council as necessary to enhance the quality of overall operations and maintenance of the City's golf course and clubhouse.
- G. The Operator, in conjunction with the City Administrative staff, shall propose to the City Council recommended changes in the fee structure following each season for the upcoming year. Council as a body may impose new rates regardless of whether the Operator suggest rates.
- H. The Operator shall conform his conduct to all applicable laws and regulations, including but not limited to, payment of payroll taxes, provision of worker's compensation coverage, and obtaining and maintaining all applicable licenses.
- I. The Operator's responsibility shall extend through the golf season and for such period of time immediately prior and subsequent as necessary to prepare the course for seasonal operations and to conclude each season's activities.
- J. The Operator shall, at his expense, maintain such records as are directed by the City Clerk/Treasurer so as to provide meaningful cost and revenue data on the major elements of his operations, including revenue and expense breakouts for each major element of operations. This shall include, at minimum, cost-revenue data for the 1) driving range, 2) pro shop merchandising, 3) concession operations, 4) daily and seasonal passes and cart path fees, and 5) cart and equipment rentals.
- K. All services and facilities shall be offered and operated on a non-discriminatory

basis to all members of the public in conformance with the fees and rules established by the City of Bonners Ferry.

- L. The City Administrator shall be the City's representative for the administration of this contract.
- M. The Operator shall have the right to utilize the name and trademarks of "Mirror Lake Golf Course" for purposes of advertising, merchandising, or other promotional efforts related to the Course in conformance with the policies of the City.
- N. In no event shall the Operator alter or improve any portion of the Golf Course, except as otherwise expressly permitted under this Agreement.
- O. Operator is entering into this Agreement as an independent contractor to provide the services set forth in this Agreement. By entering into this Agreement, Operator acknowledges that it is acquiring no rights whatsoever in the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, except a nonexclusive and revocable license to enter upon the Golf Course and use the Equipment and Supplies, if and to the extent reasonably necessary to carry out its obligations pursuant to this Agreement. Operator further agrees that it will not assert, in any legal action or otherwise, any additional right or interest in the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems and similar identifying matters) or the Equipment and Supplies, and will not record any lis pendens or any similar notice of lien against the Golf Course, or any portion thereof (including the Improvements and any trade names, trademarks, logos, emblems, and similar identifying matters) under any circumstances.

## **II. PROFESSIONAL SERVICES OF THE OPERATOR:**

### **A. Duties—Control of Golf Play:**

- 1. The Operator shall be responsible for collection and remitting all fees associated with play at the City's Course, including daily fees, seasonal pass fees, trail fees, and punch card fees. Operator shall also remit said collected fees each Friday before the first and third Tuesday to the City with a proper accounting on City's form with a copy of the weekly golf registration book.
- 2. The Operator shall accept tee time reservations and schedule regular play during the Season.
- 3. The Operator shall monitor play and players upon the course so as to ensure the timely progression of play, observation of golf etiquette, and preservation of turf conditions.
- 4. The Operator shall provide an adequate supply of score cards and pencils sufficient for play during the Season. The Operator may include advertising on the score cards to defray costs.
- 5. The Operator shall enforce course rules as promulgated from time to time by the City Council.
- 6. The Operator shall have the authority to remove anyone from the course who willfully violates course rules and regulations.

7. All fees charged shall be enforced by the Operator after set by resolution of the City Council.
  8. The Operator will willingly enforce all policies and rules as established by the City Council in the daily operations of the course with the public.
  9. It is agreed that the Operator will maintain the following data:
    - a. Daily Tee Sheet Log
    - b. Season Pass and Punch Card Sales
    - c. Trail Fees
- B. Duties—Tournaments
1. The Operator shall be responsible for setting dates of tournament play. Notice of course closures for the public due to tournaments will be made available as soon as reasonably possible.
- C. Duties—Concessions and Bar
1. The Operator shall have the exclusive right to operate a Restaurant/Concession Area, which shall include the following duties, as well as any other necessary duties implied herein:
    - a. To hire, fire, and supervise all employees engaged in the operation of the business of restaurant and concessions including bartending, waiting, food preparation, and cleaning persons; to be responsible for wages and ensuring compliance with all state and federal labor laws.
    - b. To provide the necessary food, beverages, and consumable supplies used in the restaurant/concessions at his sole expense.
    - c. To determine the prices charged for food and drink served in the restaurant/concessions.
    - d. To make available on a yearly basis, a profit and loss statement for the restaurant/concessions and bar operations in a form satisfactory to the City Clerk, including full statement of expenses and profit, by November 15<sup>th</sup> of each year.
    - e. To reasonably ensure that employees and patrons do not smoke while in the building.
    - f. To reasonably ensure that employees do not consume alcohol while working.
    - g. To ensure all employees are dressed professionally and are clean, courteous, and efficient.
  2. The Operator may obtain a liquor by the drink license, beer license, and wine license from the State of Idaho and Boundary County, and may operate, at his sole expense, a bar on such occasions as the Operator deems feasible. All expenses shall be the Operator's sole responsibility and he shall retain all profits thereof. Operator shall not neglect their other duties herein for service in the bar.
  3. The City of Bonners Ferry specifically leases to the Operator the clubhouse as described in this agreement for the purpose of dispensing alcoholic beverages, including liquor by the drink for the term of this contract.
- D. Duties—Golf Course Labor and Maintenance
1. Operator shall, at his expense, perform all ongoing and routine labor and maintenance on the golf course premises including, but not limited to, all

duties and responsibilities outlined in “Appendix A” attached hereto and incorporated by reference.

2. Operator shall perform all tasks listed in “Appendix A” in a workmanlike manner and as a reasonable and prudent golf course manager would.
3. Operator shall maintain all equipment in a prudent manner and in accordance with industry standards, including but not limited to, greasing, lubricating, and checking the fluids in all machines each time they are used or daily.

E. Duties—Other

1. The Operator shall make themselves available to the City’s Golf Committee for information and consulting purposes so as to facilitate their position as advisors to the City Council. The Operator shall likewise cooperate with the City Administrator and other City departments as to deal appropriately with Course conditions and repairs.
2. The Operator shall be responsible for coordinating ongoing marketing and promotion of play at the Course. The Operator shall submit to the City Administrator, no later than July 1<sup>st</sup> a marketing plan for review. The City and Contractor shall confer and agree to a split of the advertising costs that is agreed upon for recommendation to Council.
3. Operator will acquire, at its expense, Teesnap or a comparable program with which to conduct marketing and course management. All advertising by the Operator shall contain the Land and Water Conservation Service logo or designation. Advertising will include identifying areas as being publicly owned and operated as a public outdoor recreational facility.
4. The Operator shall cooperate with the City’s Auditors.

**III. FACILITY OPERATIONS AND MAINTENANCE:**

A. Pro Shop:

1. The Operator shall have the exclusive right to operate the area set aside in the clubhouse for the purpose of displaying and merchandising golf and sporting equipment, accessories, and apparel. The Operator shall maintain a level of inventory throughout the season sufficient to permit an adequate selection for patrons of the Course.
2. Operator shall stock Pro Shop at his own expense and shall retain all profits thereof.

B. Driving Range:

1. The Operator shall operate and maintain the driving range located at the Course. The parties to this agreement agree and acknowledge that title to all fixtures is exclusively in the City.
2. The Operator shall provide, at his expense, an adequate number of range balls for use on the driving range.
3. The Operator shall collect all driving range fees and remit to the city all sales. The Operator shall be entitled to eighty percent (80%) of fees collected, the city shall be entitled to twenty (20%) which will be used in exchange for the use of the City’s mowers and other maintenance materials relating to the operation and maintenance of the driving range.

C. Clubhouse:

1. The Operator accepts the Clubhouse in its current condition. The Operator may, at his expense, provide and install equipment, appliances, fixtures, and or other improvements to the area under the Operator's control with written approval of the City Administrator or the City Council. Unless otherwise agreed to, all items installed by the Operator with the exception of permanent fixtures shall be considered the property of the Operator.
  2. The Clubhouse must be kept in a presentable manner for public occupation including cleanliness and organization.
  3. The Operator shall provide janitorial services for the Clubhouse, including but not limited to: window cleaning, cleaning carpets as necessary, and cleaning of restrooms, storage, dining, and kitchen areas.
  4. The Operator shall, as necessary, see that grounds around Clubhouse including deck, parking lot, sidewalks, and practice green are policed and cleaned as necessary.
  5. The Operator shall ensure that the kitchen and dining facility are kept clean and attractive. Operator shall be responsible for obtaining any required food handler's licenses.
  6. The Operator shall, at his expense, provide all supplies and tools necessary for carrying out maintenance responsibilities in the Clubhouse including cleaning supplies, light bulbs, paper products, and like consumables.
  7. The Operator shall be responsible for the cost of the electric utility service to the Clubhouse.
- D. Golf Cart and Club Rental:
1. The Operator shall provide, each day the course is open, at least four (4) sets of right-handed rental clubs and one (1) set of left-handed rental clubs shall be available for reservation, rental, or use by golf course patrons.
  2. The Operator shall provide, each day the course is open, a minimum of twelve (12) power drive carts, all in good repair, for rental to golf course patrons.
- E. Golf Course Maintenance:
1. The Operator shall perform all Course maintenance as dictated in "Appendix A," attached hereto and incorporated by reference herein.
  2. The City and Operator shall collaborate on the removal of trees and tree stumps on and around the Course.
- F. Golf Course Equipment
1. In cases where due to lack of routine maintenance or care is caused by the Operator or his agent's malfeasance or nonfeasance, the Operator shall be responsible for costs of maintenance, repair and or replacement of unit at their costs.
- G. Golf Course Alterations Modifications and Improvements
1. Wherein improvement, alterations or modifications to the golf course are contemplated that will change the course of play, the Operator shall bring forth such suggestions first to the City Administrator and/or Mayor. The Operator shall include all changes proposed including cost implications that may result in such modifications. Prior to making any changes that affect play, or come at a financial cost to the city, the Operator shall first

have approval by the Mayor and Council. Should modifications be suggested that do not affect play and/or does not have a fiscal impact by the city, the golf course Operator shall seek the approval of the city Administrator and/or Mayor. All approved modifications should be presented to the golf committee for comment.

2. Alterations or modifications to course play for the purpose of this contract does not include placement of green pins or tee box pin placement or any other alteration that does not have a fiscal impact to the city's budget.

#### **IV. RESPONSIBILITIES OF THE CITY:**

A. The City shall, at its sole expense, provide the following:

1. Water and sewer utility services. Operator shall pay all other utilities including telephone, internet, and garbage. City shall be responsible for electrical service necessary for any other portion of the property, not including the Clubhouse.
2. Equipment including mowers, fuel for equipment (gas and/or diesel), equipment parts, and fertilizer for the Course. However, the city is not responsible for the daily maintenance and care of the equipment, refer to section III.F, regarding the responsibility of the Operator.
3. Major repairs to the water pumps and equipment as become necessary and other non-routine repairs where outside shops or special service are required. Operator shall consult with City before incurring such expense.
4. Repair acts of God and vandalism.
5. Major repairs of Clubhouse building, pump sheds, and cart sheds, including painting, structural repairs, roofing, decking, stairways, windows, fire suppression systems, electrical, and plumbing.
6. City shall install insulation in the Clubhouse building. This installation shall occur within the first three years of the contract contingent upon budgetary restrictions. The work may be done in an incremental fashion by the City.
7. New or replacement signage for use around the Course.
8. All parts and equipment and maintenance repair where outside shops or special service are required, except for in cases where the maintenance or repair is caused by the Operator or his agent's malfeasance or nonfeasance, wherein Operator shall be responsible for costs of maintenance and repair.

#### **V. FEES AND PAYMENT:**

- A. GREEN FEES, SEASON PASSES, PUNCH CARDS, and CART PATH FEES: Operator shall collect all greens fees, season pass fees, punch card fees, and cart path fees and shall deliver them to the City each Friday before the first and third Tuesdays of each month along with a copy of the weekly golf registration book. The City shall then remit to the Operator twenty percent (20%) of all greens fees, season pass fees, and cart path fees collected.

The Operator shall have the right to pass through any card or bank fees used in the

transaction of acquiring any greens fees, season passes, punch cards or cart path fees to the purchaser.

B. RAIN CHECKS, REFUNDS, AND COMPLIMENTARY GOLF:

Operator shall have the discretion to issue rain checks and refunds in conformance with adopted policies of the City. The City shall be entitled to its eighty percent (80%) share of these fees regardless of the reason for the refund or rain check. Operator may also elect to provide complimentary rounds of golf at its discretion, but shall account for and remit the City's eighty percent (80%) share to the City.

C. DRIVING RANGE FEES:

Operator shall be fully responsible for the maintenance and operations of the driving range, including collecting all sales and proceeds.

D. CONCESSIONS AND BAR:

Operator shall pay all costs and expenses of operating the concessions and bar and shall retain all profits and absorb all losses from such.

E. CONTRACT AMOUNT:

The City shall pay the Operator SIXTY THOUSAND (\$60,000) in Twelve (12) equal monthly payments to be made during the first accounts payable cycle of each month beginning in January. This shall be on or before the tenth of each month in accordance with the City's payables schedule. Any additional adjustments shall be made upon mutual agreement. This contract amount has been adjusted to compensate the Operator for the following costs:

1. City's portion of value of up to eight season passes for employees of the golf course.
2. To reflect the approximate amount of electric utilities to the Clubhouse.
3. City's portion of compensated rounds at the discretion of the Operator.

F. ACCOUNTING:

The Operator shall provide to the City, on or before November 15<sup>th</sup> of each calendar year, a complete profit and loss accounting for all facets of the Course operations including but not limited to: driving range, greens fees, concessions, pro shop, rentals, etcetera. From October 1<sup>st</sup> to September 30<sup>th</sup>.

The accounting shall be for a period of one year beginning November 1<sup>st</sup> and ending October 31<sup>st</sup>.

G. BUILDING LEASE: In lieu of a monthly lease payment to the City, the Operator agrees to make the following upgrades to the City owned building:

- Replacing flooring within the main floor of the clubhouse in consultation with City staff. This shall be installed no later than the end of the second year of the contract.
- Extending the deck located off the Clubhouse at a time to be mutually agreed upon by the Contractor and City within the contract period.

The total amount of improvements to be required to be performed by the Operator to the City owned building shall not exceed \$29,530.00 (\$5,906.00 per year) over the five year contract period.

H. CART SHEDS: The City shall retain all fees collected from rental of space in the cart sheds located on the premises.

I. LESSONS AND CLINICS

The Contractor shall retain all fees and charges associated with lessons and/or clinics conducted on behalf of the Contractor and/or their staff.

**VI. ADJUSTMENT OF CONTRACT:** The parties agree that on a yearly basis, no later than July 1<sup>st</sup> of each calendar year, the Contractor shall present to the City any requests of adjustment of contract amounts, revenue sharing areas, or other budgetary requests at the Course. All requests are subject to the City's budgeting process as dictated by Idaho Code.

**VII. MISCELLANEOUS:**

A. [Reserved]

B. The City and Operator agree that Operator shall be an independent contractor and not an employee, agent, or any other relationship to the City. Operator shall have full and complete control of his operations under this Agreement. As Operator employs additional personnel (employees of the Operator), Operator shall do so at his own expense. Operator shall determine how many employees they may need, how they work, and wages and employment conditions. Operator shall maintain his own payroll and payroll records, schedule wage payments, and provide all insurance required by law.

C. The Operator shall not engage in any form of unlawful activity on the premises of the Course and shall not permit or condone any such activity by employees, customers, or others. If illegal conduct is observed, the Operator shall report the matter to the police. Additionally, the Operator shall reasonably attempt to provide a drug free workplace and promptly discharge any employee found to be engaging in unlawful activity or sexual harassment.

D. In the event the Operator needs direction, information, or authorization between Council meetings, the chain of authority shall be as follows:

1. City Administrator

2. Mayor

E. The Operator shall request purchases through the City's established channels and purchases shall be subject to budgetary limitations.

F. Business financial information provided to the City by the Operator shall be confidential and protected from disclosure as allowed under Idaho Code § 9-340. Such information may be made available by City to the City Administrator, City Treasurer, City Attorney, and City Auditors. In the event of termination of this Agreement by either party, the most recent two years of financial data shall be provided by the Operator to the top five incoming candidates as identified by the City. If the Operator is unable or unavailable to provide the data, the City will release the summary information relating to sales and expenses.

G. Negotiations for renewal or extension of this Agreement shall begin, if at all, during the second year of this agreement. Either party may initiate negotiations by submitting a written request to negotiate with the other party.



- H. Operator shall ensure that signs are displayed at the clubhouse and on the course to indicate that the course is funded by the “Land and Water Conservation Service.”
- I. Operator may establish a reasonable dress code for use on the golf course, restaurant, and clubhouse facilities.
- J. Season ticket charges and greens fee charges will be set periodically and shall be set by the City only in accordance with applicable state law. City shall set fees that are competitive with similar area facilities. All fees charged by the Operator must be competitive with similar area facilities.
- K. Operator shall be entitled to eight (8) individual season passes to allow its employees and principal shareholders to golf at the course. The Operator shall provide a written list of these employees to the City. Should changes be made throughout the year to this list, the Operator will notify the City.
- L. Operator shall report any accidents observed to have happened on city property or involving city property at the Course. Operator shall provide as much information as he/she can from the observations made in the course activities associated with the operations. Such information should be reported to the City Administrator as soon as physically possible and reasonable efforts should be made to assist those in need.
- M. Operator shall follow all rules for care and use of public property to assure that the public investment in Mirror Lake golf Course property is protected and that the safety of the public and other workers is maintained.
- N. Subject to applicable law, each of the parties covenants and agrees that neither it nor any of its respective agents, officers, key employees or directors, will in any way publicly disparage, call into disrepute, defame or slander the other party in any manner that would damage the business or reputation of such other party.

**VIII. SOCIAL MEDIA USE AND INTERNET ADVERTISING:**

- A. Operator shall have the right to utilize the name and branding of Mirror Lake Golf Course in internet and social media advertising, including, but not limited to webpages, Facebook, Instagram, twitter, etcetera.
- B. Operator shall have the right to establish and maintain webpages and social media page relating to Mirror Lake Golf Course, but recognizes that such page are its exclusive property, not property of the City.
- C. Operator agrees to abide by the following terms in regards to the establishment and use of social media pages related to Mirror Lake Golf Course:
  - 1. Webpages and social media pages shall indicate that the page is owned and operated by the Operator, or its affiliated business.
  - 2. All internet and social media pages shall specify that Mirror Lake Golf Course is a municipal golf course owned and operated by the City of Bonners Ferry.
  - 3. All content posted on webpages or social media shall be of a professional nature and shall be of a standard that reflects positively upon the public investment and ownership of the Course.
  - 4. Content on social media forums and webpages must abide by all applicable federal, state and local laws, regulations and policies, including

copyright, trademark and printed material laws.

5. All content posted on webpages or social media shall not promote, foster or perpetuate harassment or discrimination on the basis of race, color, religion, sex age, national origin, citizenship, physical or mental disability, genetic information, veteran status, sexual orientation, gender identity/expression or any other characteristics protected by law.
6. Personal Social Media: the City acknowledges that the Operator of their employees may utilize personal social media pages. If the Operator or its employees speaks about the city of Course on personal social media, or makes reference to the City of Bonners Ferry, the public may perceive that the Operator or its employees is acting on behalf of the City of Bonners Ferry. When making such statements, the post must clearly state that the statements are the poster's personal views and are not the views of the City of Bonners Ferry. An example of such disclaimer is "The views, opinions, ideas and information expressed are my own and do not reflect the views of the City of Bonners Ferry and are not in any way attributable to the city of Bonners Ferry." Further, the Operator or their family members agree to not make posts or statements on their personal social media pages which defame or besmirch the City or its relationship with the Operator.

**IX. ASSUMPTION OF LIABILITY AND LIABILITY INSURANCE:**

- A. The Operator agrees to hold City harmless from any acts of malfeasance or nonfeasance on the part of the Operator, his employees, or agents.
- B. Work performed under this Agreement will be performed entirely at the Operator's risk and Operator assumes all responsibility for the condition of tools and equipment used in the performance of this Agreement, even if such tools and equipment are the property of the City.
- C. Insurance: Operator shall purchase and maintain insurance during the term of this agreement as follows: Comprehensive general liability having limits of \$1,000,000 for bodily injury and property damages combined per occurrence and a \$2,000,000.00 annual aggregate limit, such limits shall include liquor liability. The City of Bonners Ferry and its elected and appointed officials and employees shall be named as an additional insured, and provided with a certificate of insurance showing compliance with this section.

**X. TERMINATION:**

- A. This Agreement may be terminated by either party for any reason with thirty (30) days notice to the other party.
- B. In the event the Operator's services are terminated for any reason, including non-renewal of this agreement as provided for in Section XIII, the Operator or its representative may offer to have the City purchase all merchandise and equipment in accordance with the following formula:
  - i. Floor merchandise, bar, and snack bar inventory by age of merchandise:
    - 00-06 months at invoice
    - 07-12 months at 95% of invoice

- 13-24 months at 90% of invoice  
25 months and older City may refuse to purchase
- ii. Equipment: power golf carts, store equipment, fixtures, rental equipment, bar/snack bar equipment fixtures and any other categories which the parties may agree at the time of sale shall be included at the time of purchase. In the event the parties cannot otherwise establish a value, they shall obtain two (2) estimates (one for each party) from dealers or other qualified persons and the average between the two (2) estimates will establish the sale price of each item.
- C. In the event that the Operator's services are terminated for any reason prior to the end of the five year contract period, the City will reimburse the Operator for Clubhouse improvements made pursuant to Section V.G. of this contract beyond the \$5,906.00 required on a yearly prorated basis (e.g. if the Operator has invested the equivalent of three years lease payments and the contract terminates on year two, the City shall reimburse the equivalent of a one year lease amount). The amount reimbursed shall not exceed the amount of \$5,906.00 per year. If the contract is terminated and no investments to the Clubhouse have been made by the Operator, the City shall withhold from payments to the Operator the amount of \$5,906.00 per year of the contract already elapsed in exchange for the Operator's use of the building. If there are not sufficient funds to withhold the entire amount owed the City, the Operator shall reimburse the City any difference.
  - D. City may, as it deems necessary, require the Operator to compile an inventory of all merchandise and equipment subject of this provision, together with the value Operator believes should be assigned to each item.
  - E. In the event the Operator elects to offer to have the City purchase the merchandise and equipment under this provision, he shall give the City thirty (30) days written notice. Such notice shall include the inventory and valuation the Operator believes should be assigned to the property and any merchandise and equipment that the Operator desires to exclude from this provision. The Operator shall also provide the City with proof that all debts incurred by the Operator in the operation of the contract are fully paid and satisfied and if any amount be unpaid the City may apply the proceeds of the purchase of the merchandise and equipment to the payment of such debts of the Operator as they deem fit.
  - F. If the Operator purchases any outside maintenance equipment, the City of Bonners Ferry shall not be obligated to purchase that equipment from the Operator.
  - G. The City shall, within thirty (30) days of receipt of such notice, inform the Operator of any disagreements concerning the items listed and assigned values. Within sixty (60) days of contract termination by either party or upon signing of a new contract with a new contractor, whichever shall occur first, the City shall pay the Operator as herein agreed.

**XI. NON-APPROPRIATION:**

The City is an Idaho Municipal Corporation which, by law, has a fiscal year beginning on October 1<sup>st</sup> of each year and ending September 30<sup>th</sup> the following calendar year. In the event the City shall not appropriate funds to pay the obligation falling under this

agreement after September 30<sup>th</sup> during the term of this contract, then this agreement shall terminate and the provisions of Section VII shall be applied and the Operator shall be released from further duties under the agreement. If this Agreement is terminated by reason of non-appropriation, the City shall not let a contract to another operator(s) to perform the duties provided for herein. This will not however prohibit the continued operation of the facilities by the City through the use of its employees.

**XII. COMPLIANCE WITH LAWS:**

Operator agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now or may in the future become applicable to Operator and its manner and method of operation or accruing under the performance of such operations. Operator agrees to comply with all civil rights laws and those laws that pertain to the Americans with Disabilities Act. Compliance will be demonstrated by signs (including civil and ADA) posted in visible public areas and statements in public brochures.

The Operator shall not discriminate against individuals desiring to utilize the Course on the basis of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except, Operator may set aside times for historical association events.

**XIII. OPTION TO RENEW:**

The Operator shall have the option to extend the term automatically for up to five (5) additional one (1) year terms, unless terminated by either party.

If Operator intends to exercise this conditional option, it must do so by delivering notice of such intention to City so that City has physical possession of the notice at City Hall no later than June 30, 2028. Within 30 days of receipt of Operator's option to renew, City will deposit in the mail addressed to the last known address of Operator a notification that City accepts the option exercised by Operator or rejects the same.

The condition of this option is that City can reject same if City determines, with reasonable cause, that contractor did not perform this agreement in a good and workmanlike manner.

**XIV. BREACH:**

Operator agrees to reimburse City's expenses and/or damages, including attorney's fees, which may arise from his failure to comply with the term thereof, or that may arise from any determination by court or board that Operator's actual or factual relationship to City is anything other than that of an independent contractor.

**XV. TAXES:**

Any taxes or licenses attributable to this Agreement or operation hereunder shall be at the sole expense of Operator.

**XVI. ENTIRE AGREEMENT:**

This Agreement contains all agreements of the parties. All prior negotiations and

discussions and all prior agreements, are merged into and extinguished by this Agreement.

**XVII. PROVISION FOR SELF INTERESTED CONTRACTS:**

Pursuant to Idaho Code 18-1359, no person related to the mayor or any member of City council by blood or marriage within the second degree may hold a contract with the City to be paid for with public funds. In the event that a member of the Contractor's family within the second degree holds the office of mayor or council member during the period of this contract, this contract shall become void immediately.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**CITY OF BONNERS FERRY [INDEPENDENT CONTRACTOR OR BUSINESS]**

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Independent Contractor

Attest:

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

Operator's principal officer and shareholder guarantees performance of all of the duties and obligations of the corporation to the City as herein stated.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

By: \_\_\_\_\_  
Independent Contractor

## APPENDIX A

### MINIMUM MAINTENANCE AND OPERATION REQUIREMENTS OF MIRROR LAKE GOLF COURSE

The minimum maintenance and operation requirements to be performed by Operator with respect to the golf course shall include the following:

1. Weather permitting, Operator shall keep the Mirror Lake Golf Course open for play from at least May 1 through October 15 ("Peak Golfing Season") of each year of the contract term, and any renewal term, and may keep the course open for play on additional dates depending upon the weather.
2. With respect to the use of the course during the Peak Golfing Season, Operator shall keep the course open seven (7) days a week with possible late start or mid-week partial day closures permitted for purposes of reasonably maintaining the Course. A schedule will be set for annual maintenance with the understanding that weather conditions will dictate the actual dates.
3. Minimum hours of operation for the Course, excepting closures for inclement weather shall be:

May 1-May 31	8:30 a.m. - 6:30 p.m.
June 1-August 31	7:00 a.m. - 9:00 p.m.
August 31-closing	8:30 a.m. - 6:00 p.m.

Opening on Saturday, Sunday and holidays shall be 7:30 a.m. and closing on all Sundays and Mondays is 8:00 p.m. during May 15-August 14.
4. Weather permitting, it shall be the obligation of the Operator to mow the greens a minimum four (4) times weekly during the Peak Golfing Season – preferably - Tuesday, Thursday, Saturday and Sunday. Tee areas will be mowed and moved as frequently as may be necessary, but at a minimum, twice weekly during the peak golfing season.
5. All debris will be removed from the greens and tee boxes daily.
6. Each fairway shall be mowed three (3) times a week during the Peak Golfing Season – preferably Monday, Wednesday, and Friday. All irrigated roughs shall be mowed at least once weekly during the Peak Golfing Season.
7. The Operator will meet at least three (3) times each season with the Golf Committee to discuss any concerns the Operator or Committee may have.
8. The Operator shall fertilize the following portions of the Golf Course as frequently as necessary but at a minimum, according to the following schedule during each golfing season:
  - a. Each fairway and tee area shall receive a minimum of one (1) application of the appropriate amounts of fertilizer;
  - b. Each green shall receive a minimum of four (4) applications of the appropriate amounts of fertilizer;
  - c. Irrigated roughs will be fertilized with the fairways at least once per season.The Operator shall make further applications of fertilizer as required if the results of regularly conducted soil tests of all the above-referenced areas disclose a need for further fertilization.
9. The Operator shall apply turf fungicides to all greens whenever necessary to control fungus.
10. The Operator shall apply a top dressing material, as needed, to all greens during each golfing season.
11. All greens shall be verticut or groomed as needed during the Peak Golfing Season.

12. All greens shall be aerated and sanded at least once annually during the golfing season.
13. The cups and tee markers shall be repositioned at least twice weekly during the Peak Golfing Season.
14. Herbicides shall be applied to each tee area, fairway, and greens as needed.
15. The Operator shall mow, fertilize, and maintain in good appearance all grounds and plantings around the Leased Premises.
16. The Operator shall be responsible for spraying weeds around the premises including, but not limited to, around cart sheds and other buildings, between the clubhouse and Highway 95 and between the clubhouse and Deep Creek Road to maintain a visually clean appearance, including weed eating or spraying weeds adjacent to Deep Creek Road at road crossings to provide adequate site distance for drivers, pedestrians, and cart users to ensure safe crossing.
17. Operator shall provide the materials for repairing divots on tee boxes, ball washers, and towels. The operator shall ensure that all signage installed on the course is maintained in a visually pleasing manner and in good repair, and new signage provided by the City for use on the Course is installed.
18. All restrooms shall be cleaned daily.
19. Operator shall clean and maintain culverts and all other drainage features at the course to keep drains in good working order on the premises to prevent clogging and water damage.
20. All trash receptacles located on or around the Course shall be emptied as necessary, including but not limited to those in and around the cart sheds, driving range, practice green, and clubhouse.
21. The Operator shall be responsible for the regular maintenance of benches located on the Course including sanding, painting, and minor repairs.
22. The Operator shall be responsible for the removal of the lower pump at the end of the season.
23. The Operator shall wash equipment, specifically mowers, after each use. This is intended to help prolong the useable life of the equipment and prevent corrosion and other damage caused by allowing chemicals and plant material to remain on equipment surfaces for extended periods of time.
24. At the conclusion of golfing season, Operator shall hand-wash and wax all equipment owned by the City. This is also intended to help prolong the usable life of the equipment and prevent corrosion and other damage caused by allowing chemicals and plant material to remain on equipment surfaces for extended periods of time.
25. At the conclusion of the golfing season, Operator shall provide a list of maintenance items needed for each piece of machinery. This is to allow for the City Mechanic to perform repairs over the winter months when the Course is closed.
26. The contractor shall be responsible for maintaining the city pumping system and waterways associated with the pumping system, including aquatic weed spraying and maintenance around the pumping system. In addition to the above, the Operator shall work with city staff to clean the associated pump basin which shall be cleaned at least once in a season.
27. The contractor will be responsible for maintaining all mowers, side-by-sides, and any other motorized equipment in accordance with the manufacturer's recommendations for each piece of equipment. At a minimum, the contractor shall use the following as a daily checklist for the golf course mowers, side-by-sides and any other motorized equipment:
  - a. Check motor oil level.
  - b. Check coolant level.
  - c. Check hydraulic fluid levels.
  - d. Check fuel level.



- e. Clean air filter, tap out of replace.
- f. Inspect equipment for broken or worn parts.
- g. Inspect equipment for fluid leaks.
- h. Inspect batteries for dirt and corrosion.
- i. Wash off equipment.

Contractor to add fluids and correct any problems revealed during the inspection process above and maintain equipment in accordance with the manufacturer's recommendations for each piece of equipment.

28. The contractor is responsible to grease the mowers, side-by-sides, and other motorized equipment weekly or in accordance with the manufacturer's instructions for each piece of equipment. Contractor to contact City mechanic immediately with any equipment repair that is required to keep the equipment safely and efficiently operational, that cannot be reasonably corrected by the contractor.

## APPENDIX B

### LOCATION OF MIRROR LAKE GOLF COURSE

That part of Lot Three (3) sometimes known as and described as the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) lying South of the Great Northern Railroad right of way; the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4); the Southwest Quarter of the Northeast Quarter (SW1/4 NE 1/4); Lot One (1) and that part of Lot Two (2) lying South and East of the Great Northern Railroad right of way; all in Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M.

LESS the following described tracts:

TRACT A: Beginning at the Southwest corner of the tract herein described, an auto axle, from which point the intersection of the West line of Section Nine (9), Township sixty-one (61) North, Range One (1) East, B.M., with the center of the present Great Northern Railway bears North 84 Page degrees 47' West 2617.86 feet, said point of intersection being North 66 chains, more or less, from the Southwest corner of the said Section Nine (9), and running thence from the auto axle above described, North 87 degrees 54' East 136.60 feet to a one inch steel pin; thence North 16 degrees 191-East 198 feet to a two inch channel iron set on the South boundary of the State Highway; thence along the said South boundary South 80 degrees 251 West 201.11 feet to a one inch steel pin which is distance North 80-degrees 251 East 60.52 feet from a 6" x 6" concrete State Highway boundary monument; thence South 2 degrees 06' East 162.46 feet to the point of beginning and containing 2/3rds acres the including an easement upon the property adjacent on South for the purpose of repairing, improving and maintaining the septic tank overflow line and drain field which is on April 8, 1961, located thereon, so long as said drainfield is used by the City of the hereinabove particularly described property.

TRACT B: All that part of Lot One (1) and all that part of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE1/4) of Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being East of right of way of State Highway as described in deed from Bonners Golf Course, Inc. to State of Idaho, recorded at Book 35 of Deeds at page 301, records of Boundary County, Idaho.

AND ALSO INCLUDING: All that part of Lot Five (5), Section Four (4), Township-Sixty-one (61) North, Range One (1) East, B.M., lying West of the State Highway.

LESS the following described tracts:

TRACT 1: A parcel of land described as follows: Beginning at the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South along the East line of said Lot Five (5) 20 rods; thence West 40 rods; thence North 20 rods; thence East 40 rods to the place of beginning.

TRACT 2: The North 20 feet of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M.

TRACT 3: A parcel described as follows: Commencing at a point 20 rods South of the Northeast corner of Lot Five (5), section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 84 feet to the West right of way line of State Highway #95, thence Southwesterly along said highway right of way line 408 feet, thence West 180 feet, thence North 254 feet, thence East 435 1/2 feet.

TRACT 4: That part of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being West of the Great Northern Railroad right of way; subject to an easement in favor of the State of Idaho for a highway right of way and an easement in favor of the City of Bonners Ferry, Idaho, for a water pipe line and appurtenances.

TRACT 5: A portion of Lot Five (5) in Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., described as: Commencing 1297 feet West of the Southeast corner of Lot Four (4), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., to the place of beginning; thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the place point of beginning; containing one acre, more or less.

TRACT 6: Commencing at a point 20 feet South and 660 feet West of the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 100 feet to a point, thence West 100 feet to a point, thence North 100 feet to a point, thence East 100 feet to the point of beginning.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer  
DATE: December 29, 2023  
**RE: Electric – Moyie Dam – Controls Upgrades Change Order #4**

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The City has been working with Schweitzer Engineering Laboratories (SEL) to complete the controls upgrade that has been ongoing since early this year. All the equipment is operational except for Unit #1, because that generator was removed a year ago to be rebuilt. Since the runner (turbine) for Unit #1 was found to be cracked, the re-installation of that equipment was delayed several months. Had the turbine not been damaged, the generator would have been put back together in the Spring 2023, well before the SEL controls project in the fall of 2023.

Unit #1 is scheduled to be re-installed by Riverside Inc in mid-January. At that time the City needs to have SEL on site to help Riverside start up the machinery and complete the commissioning and testing of the controls. Attached is the proposal that SEL provided that includes the commissioning, testing and start-up assistance. Staff requests that Council approve the proposed Change Order #4 by Schweitzer Engineering Laboratories, including fees up to \$21,965 for Unit #1 commissioning, testing and start-up assistance.

Thank you,

Mike



## Project Change Order

<b>Customer</b>	City of Bonners Ferry	<b>Contract/PO Number</b>	028174.100.00_R1
<b>Customer Contact Name</b>	Mike Klaus	<b>Change Order Number</b>	4
<b>SEL ES Project Name</b>	Bonners Ferry - Control System Upgrade	<b>Change Order Date</b>	12/28/2023
<b>SEL ES Project Number</b>	028174.100.00	<b>Date Response Required</b>	01/12/2024
<b>SEL ES Project Manager</b>	Sahana Shenoy	<b>SEL ES Contact Name</b>	Joseph Amodemo

Description																			
<b>Scope of Work</b>																			
<b>Onsite Commissioning Service for Generator 1 Integration</b>			<b>\$21,965.00</b>																
<ul style="list-style-type: none"> <li>• SEL ES shall provide onsite support at Moyie Dam of Bonners Ferry, Idaho by two (2) SEL ES personnel. All testing will follow a detailed commissioning procedure. The base project’s commissioning plan shall be modified and be provided to the Customer for review and approval a minimum of two (2) weeks prior to the commissioning mobilization date.</li> <li>• SEL ES proposes the following for onsite support:               <ul style="list-style-type: none"> <li>– One (1) round-trip mobilization for two (2) SEL ES engineers.</li> <li>– Total of five (5) man-days. The sequence of work is considered as follows:                   <ul style="list-style-type: none"> <li>▪ Day 1: Two (2) engineers to be on site during final day of Turbine 1 installation to answer questions and assist with SEL-700G and SEL-2240 connections as needed.</li> <li>▪ Day 2: Two (2) engineers to be on site for Turbine 1 startup and SEL-700G testing.</li> <li>▪ Day 3: One (1) engineer to be on site to test network communications and I/O between SEL-700G, SEL-2240, and Zenon HMI. Note: two individuals are required to complete commissioning. This assumes the customer to supply a second individual.</li> </ul> </li> </ul> </li> </ul>																			
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #2c3e50; color: white;"> <th style="text-align: left;">2024 Per Diem Rate Table</th> <th style="text-align: center;">Rate</th> <th style="text-align: center;">Count</th> <th style="text-align: right;">Extended Cost</th> </tr> </thead> <tbody> <tr> <td>Engineer Mobilization Rate</td> <td style="text-align: center;">2950</td> <td style="text-align: center;">2</td> <td style="text-align: right;">\$5,900.00</td> </tr> <tr> <td>Engineer Weekday Rate</td> <td style="text-align: center;">2950</td> <td style="text-align: center;">5</td> <td style="text-align: right;">\$14,750.00</td> </tr> <tr> <td colspan="3" style="text-align: right;"><b>Total</b></td> <td style="text-align: right;"><b>\$20,650.00</b></td> </tr> </tbody> </table>				2024 Per Diem Rate Table	Rate	Count	Extended Cost	Engineer Mobilization Rate	2950	2	\$5,900.00	Engineer Weekday Rate	2950	5	\$14,750.00	<b>Total</b>			<b>\$20,650.00</b>
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<p><i>Note: The actual duration of site commissioning activities can vary due to numerous factors, including final project scope of supply, site conditions, etc. The number of days is an estimation and will be finalized based on the approved commissioning plan and schedule, as mutually agreed upon. Any deviations from proposed durations shall be equitably adjusted through change management.</i></p>																			

**Confidentiality Notice:** The information contained in this query is privileged and confidential information and is intended solely for the use of the individual or entity to whom it is addressed. If you are not the intended recipient or the person responsible for delivering the material to the intended recipient, you are hereby notified that any dissemination, disclosure, copying, or distribution of this communication is strictly prohibited. If you received this communication in error, please notify us immediately by telephone and destroy this material accordingly.

<b><u>Clarifications and Exceptions</u></b>	
<ul style="list-style-type: none"> <li>• This estimate does not include any hardware or SEL ES field services.</li> <li>• SEL ES expects the generator startup process and functional testing to be completed before SEL ES integration and commissioning.</li> </ul>	

<b>Cost Impact</b>	
\$455,519.00	Original Contract/PO
(\$20,186.85)	Amount from approved CO#1
\$25,003.00	Amount from approved CO#2
\$15,000.00	Amount from proposed CO#3
\$21,965.00	Amount from this proposed CO#4
<b>US \$497,300.15</b>	<b>TOTAL</b>
For projects in the U.S., all quoted prices are exclusive of any sales, value-added, or similar taxes, which will be added, if applicable, at the statutory rate(s) at the time of invoicing.	

<b>Payment Milestone Schedule</b>	
<b>Milestone Activity</b>	<b>Price (USD)</b>
1. Upon Completion of Unit 1 Commissioning	\$21,965.00
<b>Total</b>	<b>\$21,965.00</b>

<b>Schedule Impact</b>
As negotiated on award.

<b>Validity</b>	This quotation is valid for 60 days. SEL ES reserves the right to withdraw this offer if mutually accepted credit terms cannot be agreed upon.		
<b>Authorization</b>			
Customer/vendor agrees to revise the Contract/PO to reflect the changes described in this Change Order.			
<b>Signature</b>		<b>Date</b>	
<b>Name</b>		<b>Title</b>	





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** December 28, 2023  
**RE:** Electric – Riverside Pole Replacement Contract

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The City has one project left to complete to have the City's electrical infrastructure moved for the upcoming Riverside FLAP project that is sponsored by the County. Staff solicited three quotes to complete this work and the lowest quote was from International Line Builders Inc for \$112,817.00.

Staff requests that Council approve the attached contract with International Line Builders to relocate electrical infrastructure for the Riverside FLAP project at a cost not to exceed \$112,817.00.

Please contact me with any questions you may have regarding this proposal.

Mike



## INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work: Complete the work described in the quote package for this project, with the prices shown in the attached quote form.

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 April 1, 2024.

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

Total not to exceed \$\$112,817.00

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 27th day of December, 20 23.

ENTITY:  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:  
By International Line Builders, Inc  
(Name)

By \_\_\_\_\_  
Rick Alonzo, Mayor

Its Cherish Carpenter/Project Manager  
(Title or Office)

ATTEST:  
\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:  
Cherish Carpenter  
(Signature of Witness or Notary Public)

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



P.O. Box 23729  
Portland, OR 97281

Phone: 503.692.0193  
Fax: 503.692.1993

[www.ilbinc.com](http://www.ilbinc.com)

12/27/2023

City of Bonners Ferry  
7232 Main Street  
PO Box 149  
Bonners Ferry, Idaho 83805  
Phone: 208267-3105 | Fax: 208-267-4375

Attn: Mike Klaus / [mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov)

Reference: City of Bonners Ferry – 2023 Riverside Electrical Relocation

Dear Mr. Klaus,  
Please find the attached bid sheet for the above referenced project. The bid amount is the same as previously proposed as we had calculated that 10<sup>th</sup> into the bid.

The primary contact for this proposal will be Scott Dahl. Scott is our Superintendent and will answer all technical and business matters related to this proposal. Please contact him if you have any questions or concerns regarding this proposal. He can be reached by cell phone (509) 993-9004 or email [scott.dahl@ilbinc.com](mailto:scott.dahl@ilbinc.com). Estimating needs, please contact Scott Gahringer at 509-413-6121 or email at [scott.gahringer@ilbinc.com](mailto:scott.gahringer@ilbinc.com) Any contractual matters, please contact Cherish Carpenter, cell phone (503) 860-3214, Office (509) 928-2720 or email [cherish.carpenter@ilbinc.com](mailto:cherish.carpenter@ilbinc.com).

We are grateful for this opportunity!

Sincerely,

Cherish Carpenter – Project Manager  
International Line Builders

**2024 Riverside Electrical Relocation - Quote Form**

<b>Item</b>	<b>Unit</b>	<b>Estimated Units</b>	<b>Price per Unit</b>	<b>Total Item Price</b>
#1 Mob/Admin	Lump Sum	1	\$6,048.00	\$6,048.00
#2 Pole Moves	Each	10	\$2,150.00	\$21,501.00
#3 Pole Replacements and Upgrades	Each	4	\$7,679.00	\$30,716.00
#4 UG Install/Terminations	Lump Sum	1	\$49,118.00	\$49,118.00
#5 PMH-9, and all Terminations	Lump Sum	1	\$5,433.00	\$5,433.00
			<b>Quote Grand Total</b>	<b>\$112,817.00</b>

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation.

**Signed**

Cherish Carpenter

**Name and Title**

Cherish Carpenter/Project Manager

**Date**

December 27, 2023

**Company Name**

International Line Builders, Inc

**Company Address**

PO Box 23729  
Portland, OR 97281

**Idaho Public Works License #** PWC-C-15188-AAA-4

**Phone Number**

509-621-0327

**Fax Number**

509-928-2720