

## **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**

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

**AGENDA  
CITY COUNCIL MEETING  
Bonnors Ferry City Hall  
7232 Main St  
267-3105  
October 15, 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 Engineer-Administrator/Urban Renewal District/SPOT/Golf/EDC

### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Consider approval of the alcohol beverage license for Bonners Ferry Holt Corp. dba Bonners Ferry Pizza Factory.
4. Approval of minutes for the 09/17/2024 Regular Council Meeting.

### **NEW BUSINESS**

5. **PLANNING AND ZONING- (action item)** [attachment]- Consider Agreement with the Division of Professional Licenses for Building Permit Reviews and Inspections and Authorize the Mayor to sign Agreement.
6. **CITY- (action item)** [attachment]- Consider the First Reading by Title Only of Ordinance 619, Amended Appropriation.

7. **CITY- (action item)** [attachment]- Suspend the Reading Rules and Adopt Amended Appropriation Ordinance #619.
8. **POLICE- (action Item)** (attachment)- Consider authorizing the Police Chief to sign the Idaho Transportation Department Office of Highway Safety FFY Traffic Enforcement Grant Project Agreement (TEGPA).
9. **CITY- (action item)**- Consider allowing the City to use the remaining Donations in the amount of \$1573.00 received in 2023 to order replacement flags in FY 2025

## **ADJOURNMENT**

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

### **Public Comment Guidelines:**

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Those who wish to speak should sign up on the sheet provided by the Clerk.
- Practice civility and courtesy.
- City leaders have the right and the responsibility to maintain order and decorum during the meeting.
- Time may be curtailed for those speakers whose comments are disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the employee's supervisor or with the Mayor and should not be the subject of public comment.

No. 2024-11

# City of Bonners Ferry

2024

## RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **Bonners Ferry Holt Corp** doing business as **Bonners Ferry Pizza Factory** 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.

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

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

THIS LICENSE EXPIRES DECEMBER 31, 2024

This License Must Be Conspicuously Displayed

**MINUTES**  
**September 17, 2024**  
**6:00 pm**

Mayor Alonzo called the meeting to order at 6:00 pm and led the meeting in the Pledge of Allegiance.

The council members present were Val Thompson, Ron Smith, Brion Poston, and Adam Arthur.

The staff present were City Administrator Mike Klaus, Police Chief Willie Cowell, and Clerk Stephanie Lewandowski. City attorney Andrakay Pluid, joined by Zoom.

Present from the public were Phyllis Smith, Marciavee Cossette, David Sims, Jessica Tingley, Jeff Bogard, Carolyn Birrell and Denise Crichton.

**PUBLIC COMMENTS**

Phyllis Smith lives 7306 Birch Street. She addressed the city council with concerns about her neighbors.

Carolyn Birrell shared her participation in the BPA Conservation Program with window replacement.

Secondly, Carolyn shared that she and her husband participated in the Rotary Club's Walk and Ride fundraiser the previous week.

**REPORTS**

**Police-** Police Chief Willie Cowell reported numbers since the August 20<sup>th</sup> meeting. The police department has forwarded 135 infraction offenses to the clerk's office. Eighty-six of those were excessive speed offenses. Forty-four misdemeanor charges have been forwarded to the city prosecutors office. Ten felony charges have been forwarded the county prosecutor's office.

City officers have responded at least four times outside city limits for agency assists.

Officer Cowell stated that in regard to Mrs. Smith's complaint on Birch Street, the city police are also addressing that situation along with the city attorney and the possibility of CPS getting involved.

**Fire-** No report.

**City Engineer-Administrator-** City Administrator, Mike Klaus stated that he can speak a little bit to the fire department. Mike got off the phone with Fire Chief, Dave Winey just before the meeting and the fire department completed their ISO rating the previous day and it was favorable. A letter will be coming with suggestions for raising the rating.

Mike and Dave looked at some drainage issues around the fire station this week and unfortunately the storm drain in that area will take a comprehensive fix so it will have to wait for next year. There are also some fixes that will need to be made inside the fire department building.

City Councilman Val Thompson stated the school very much appreciated the fire department being on hand for the bonfire and for putting it out yesterday.

On the administrative side, Mike stated that he made a small mistake on the budget for the property tax levy. He overestimated by \$1800.00. He talked to AIC, and they said just to mention in it a council meeting since there is no action item.

Mike also shared that there was an inspection at the dam today with the Federal Energy Regulatory Commission and it was one of the best inspections the dam has ever had. The Idaho Department of Water Resources was also there. They have a couple of folks who are fairly new to dam safety, but they were also there to inspect the

dam. We toured the dam and upstream to the recreation area and also the power houses and the generators. Mike shared that we learned some things from them, and they learned some things from us.

It was recommended that some vegetation be removed along some steep banks around the dam. They were impressed with the things that the hydro crew has done as far as back up power for the controls. If we lose BPA power, we shut down so now we have a 125-kilowatt generator that comes on and powers all the controls so we can see what is going on remotely. They were impressed with our commitment to dam safety and the follow-through.

One thing they mentioned that we are still lacking is an alarm system if there is a breach of the dam. We have been talking with FERC and the Kootenai Tribe for the past five or six years on an alarming system in the case of a dam breach. What we came up with is a system designed by SEL. This item is on the agenda tonight. This system is required. In the case of a dam breach, the wave front would start in about 10.5 minutes raising to maximum level after about 16 minutes. Our response time was 23 minutes. Now, if our operators get an alarm, the operators are able to look immediately to see if it is a valid alarm and can immediately turn around and make the necessary phone calls to alert the tribe.

In order to create this alarming system, we need to have this system in place. This would be an audio and a visual alarm inside and outside the hatchery.

Lastly, Mike addressed nuisance properties including the one that was mentioned by Ms. Smith tonight. He shared that several properties have been brought to his attention. He has not been able to address them yet but plans to make visits to the properties to let them know what is expected of them. That visit will be followed up by a letter. These issues are in code so they will be followed up on.

Council Member Brion Poston asked if the dam alarm system was part of the re-licensing program. Mike said that it is not specifically part of the re-licensing but that it could be requirements for future licensing. Currently though it is more of a compliance issue between FERC and the city. Mike shared that the re-licensing is going well. All the agencies have had their say on the re-licensing and what studies they would like to see. It looks like some monitoring of the river temperature behind and in front of the dam will need to be done and possibly some other things related to historical preservation related to the tribe. Once those things are determined, the studies will start next year.

Council Member Ron Smith asked about the follow up procedure for Mrs. Smith. He wanted to know what would happen if the property owner does not respond to the visit or to the letter. Police Chief Willie Cowell stated that it would be a violation of city nuisance codes so it will become a police matter. In this certain case, CPS may even get involved. If they do not comply, a citation will come into play.

**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

Brion Poston made a motion to approve the consent agenda. Adam Arthur seconded the motion.

<b>Result:</b>	Approved
<b>Moved by:</b>	<b>Brion Poston</b>

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

**NEW BUSINESS**

3. **CITY- (action item)** [attachment]- Consider contract with Idaho Forest Management for updated comprehensive forest management plan.

City Administrator Mike Klaus stated that he spoke with Mike Wolcott who has been working with the city for several years with forest management. The city has not done a comprehensive forest plan in a while. The city owns approximately 360 acres of forest land distributed across several parcels with most of the acreage associated with the Moyie River Dam. This plan will include a formal forest inventory and address a range of resource considerations such as forest health, wildfire hazards and aesthetics. The fee for this plan is \$5,800.00 with half due upon contract signing and the remainder due upon completion.

Mike shared that this will be a General Fund expense. Councilman Poston asked if the Forest Service, State or Federal will help out with this. Mike shared that they do not typically help with private property. Councilman Smith shared that the county has had a contract with Mike Wolcott for many years. He shared that there might be areas that need logged in the next couple of years that will pay for this study. Several years ago, when the pool was re-done, trees were taken out that helped pay for that.

Ron Smith made a motion to approve the contract with IFM for an updated forest management plan for the amount of \$5,800.00. Val Thompson seconded the motion.

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

4. **ELECTRIC- (action Item)** (attachment)- Consider approval of contract with SEL for dam breach alarming system at Twin Rivers.

City Administrator Mike Klaus recommended approval of the proposal with SEL for approximately \$51,000.00. There will also be further expenses for the time of Albert Solt and Steve Neumeyer to do some of the programming. There are also some conduits that will need to be run at the hatchery.

Council Member Brion Poston asked who brought this request forward. Mike explained that this has been in development for the past five to six years and started at an emergency action plan meeting where it was estimated how much time it would take to respond to a dam breach. There was some trouble shooting done on how to reduce that time and this was the plan that was best.

Mike shared that the hatchery and Twin Rivers are the threat. The City of Bonners Ferry would not be affected by a dam breach at the Moyie Dam.

Council Member Adam Arthur asked if the system is fully automated or if it would have to go through an operator. Mike explained that once the rapid drop is noticed and alarmed, the operator will get an alarm, and they would hit a button on their tablet that would directly alert the hatchery.

Adam Arthur moved to approve the contract with SEL for a dam breach alarm system at Twin Rivers in the amount of \$51,494.00. Val Thompson seconded the motion.

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

- LEGAL- (action item)** [attachment]- Consider approval of MOU with Boundary County Prosecutor's Office to provide legal support staff services for City misdemeanors and infractions.

City Administrator Mike Klaus explained that this proposal was discussed at budget time where \$10,000.00 would be set aside for filing assistance for City Attorney, Andrakay Pluid and her staff. Council Member Poston asked for clarification on if this money was for wages for the prosecuting attorneys office. He asked for clarification on why more pay was necessary.

Mike explained that this money would be used to ease the workload without adding another staff member from the city. There has been a huge increase in city misdemeanor charges so this would help in the processing of that.

City Attorney, Andrakay Pluid stated that currently she does all of the paperwork and all of the filing, discovery, and preparation. Her assistant for the county has extra capacity in her schedule so this would be to compensate her for her time as well as the infrastructure at the county, like the computer system. This will free up Andrakay's time to do other city work like contract review that is currently taking a backseat to criminal matters which have timelines that have to be complied with constitutionally.

Council Member Val Thompson stated that she has no conflicts with the contract, but she wanted to point out that there is a typo under the fees. She stated that she would much rather pay for the additional work this way than hire another employee.

Val Thompson made a motion to approve the memorandum of understanding with the Boundary County Prosecutor's Office to provide legal staff services for city misdemeanors and infractions at the rate of \$834.00 per month totaling \$10,000.00 per year. Adam Arthur seconded the motion.

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

6. **STREET- (action item)** [attachment]- Consider adoption of revised city road standards policy.

City Administrator Mike Klaus explained that Andy Bliss has been updating the Road Standard Policy. There are quite a few things this standard calls out that the previous one did not like how much ballast can go below a road to build up the road base. The city has seen more interest in building this year, so the standards need to be clear. Page three explains the different street types and widths, so these profiles are important to have established before building begins. Storm water has also been an issue so this standard with explain erosion control best practices.

There are also some provisions that require engineering when needed and also if there is a new street, engineered drawings will be required.

Ron Smith made a motion to adopt the revised city road standards policy. Val Thompson seconded the motion.

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

7. **CITY- (action item)** [attachment]- Consider partnering with the Senior Center to apply for an Idaho Community Development Block Grant.

David Sims share that the Bonners Ferry Senior Center may want to apply for an Idaho Community Development Block grant that is offered through the Idaho Department of Commerce. The Senior Center grants are eligible for a maximum award of \$245,000.00 and the grant application is due in March.

Senior Centers are not able to apply directly for block grants but must partner with a city or sub recipient.

The question is whether the city would be willing to partner with them on the application. The city would have requirements so it would require some staff time. The Senior Center has not yet made the decision to proceed but they wanted to see if the city was interested in partnering before proceeding. The funds would be used to improve the senior center itself, not the apartments.

Mayor Alonzo stated that he believes anything we can do to assist or come alongside the senior center is a good idea.

Val Thompson made a motion to partner with the Senior Center to apply for the Idaho Community Block Grant. Brion Poston seconded the motion.

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



<b>Absent</b>	
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8. **CITY – (action item)** [attachment] – Consider adoption of Resolution 2024-005 – Boundary County All-Hazard Mitigation Plan 2023

City Administrator, Mike Klaus shared that the Cities of Bonners Ferry and Moyie and the county have been working on the Boundary County All Hazard Mitigation Plan for the past couple of years to identify potential in their jurisdictions. Towards the end of the document, Page 156 on to the end of the document shows the list of items the city has in the plan.

If state or federal funding becomes available for projects, it is important to have your projects on this list. These items would all be general fund monies if we had to do them ourselves. The city would not have been able to do the rock work on the northside of the river without the Army Core of Engineers.

Mayor Alonzo stated that agreeing with this resolution does not cost us anything. It just puts our city on the list for projects when federal or state funds become available. This list can be revised once a year.

Adam Arthur made a motion to adopt Resolution 024-005 with Boundary County All Hazard Mitigation Plan 2023. Val Thompson seconded the motion.

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

**ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 6:56 pm.



## MEMO

To: Bonners Ferry Mayor, City Council, and City Administrator  
From: Clare Marley, AICP, Contract Planner  
Date: October 9, 2024

Re: **October 15, 2024 City Council action item: State of Idaho Plan Review & Inspection Services Agreement**

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**Agreement with State of Idaho for Building Permit Reviews: ACTION ITEM:** The Idaho Division of Occupational and Professional Licenses (known as IDOPL and formerly the Division of Building Safety (DBS)) is terminating all of its building permit service contracts with various cities and counties statewide on November 1<sup>st</sup>. Bonners Ferry is one of 25 cities and counties using IDOPL for building plan reviews and inspections. Bonners Ferry has used the state permit review system since July of 2018. The state is establishing new agreements to transition from the former DBS to current IDOPL. The new agreement also results in the following changes:

- Building permit applicants will pay IDOPL directly for plan reviews and inspections. Bonners Ferry will no longer collect the plan review and inspection fees for the state and reimburse it monthly for its share of the fees paid. Applicants can pay the state fees through an on-line pay account, by mail, or by direct payment to the IDOPL office in Coeur d'Alene.
- The new agreement removes the 65%/35% fee share between the City of Bonners Ferry and the state for plan review and 70%/30% share of fees for permit issuance and inspections. At this time, Bonners Ferry plans to continue its adopted fee structure to collect fees for costs it incurs to administer permit processing. But it will no longer be tied to a state cost/fee sharing plan. Bonners Ferry uses a 2018 building valuation chart to determine building permit fees. The percentage the City collects now for its fee share will continue to be collected after November 1<sup>st</sup> for each permit application.
- The state is combining the plan review and permit inspection fees into one fee November 1<sup>st</sup>. Currently they are separately calculated.
- The new agreement offers a 10% reduction in fees established by the State of Idaho for building permit plan reviews and inspections, per the attached Table 1.1 of the agreement.
- The state will institute a new permit processing computer program statewide in November that will be available to its contract cities and counties to upload and download plans and to access on-going inspection activities.
- Commercial permits will combine building reviews with state electrical, plumbing, heating, air conditioning and ventilation permit reviews.
- The City will be able to continue to issue the approved building plans and city permits as it does currently, according to IDOPL.

City staff plans to prepare an information sheet for contractors and applicants to advise them of the changes, once the agreement is approved. The service agreement is attached to this memo, along with an information sheet from IDOPL. Bonners Ferry city attorney has reviewed the agreement provided by IDOPL and has advised the agreement is ready for Council consideration. The agreement requires the signature of the mayor, which Council can authorize as an action item.



State of Idaho  
Division of Occupational and Professional Licenses

**BRAD LITTLE**  
Governor  
**RUSSELL BARRON**  
Administrator

11341 W Chinden Blvd.  
P.O. Box 83720  
Boise, ID 83720-0063  
(208) 334-3233  
dopl.idaho.gov

**PLAN REVIEW AND INSPECTION SERVICES AGREEMENT**

This Agreement is entered by and between the Idaho Division of Occupational and Professional Licenses (Division) and the City/County of [REDACTED] (City/County) for the performance of plan review and inspection services as set forth herein.

1. **AUTHORITY.** The Division has statutory authority over the enforcement and administration of building codes in the State of Idaho and has statutory authority to enter contracts with a local jurisdiction for the purpose of performing permitting, plan review, and inspection services pursuant to Idaho Code §§ 67-2604(1)(h) and (3), 39-4107(4), 39-9701, 54-1001C, 54-2607(1)(d), and 54-5006(3).

The City/County is authorized by Idaho Code §§ 39-4116, 54-1001B, 54-2601(2)-(3), 54-2620, 54-5001, 54-5016(4), to adopt and enforce building codes within its City/County limits and is authorized by Idaho Code § 50-301 to enter into contracts for the purpose of implementing and enforcing its building code ordinances.

Idaho Code §§ 67-2326 – 67-2333 authorize the Parties to contract and “cooperate to their mutual advantage and thereby provide services and facilities and perform functions in a manner that will best accord with geographic, economic, population, and other factors influencing the needs and development of the respective entities.”

2. **TERM OF AGREEMENT.** The Agreement is effective on the date of last signature and has an initial term which expires on June 30, 2025, unless terminated. This Agreement will continue for additional one (1) year terms which coincide with the State’s fiscal year (July 1 – June 30) through an automatic renewal with the same terms and conditions set forth herein.

3. **DIVISION SCOPE OF WORK.**

a. The Division will conduct plan reviews and conduct building code, electrical, plumbing, and mechanical (HVAC) inspections at buildings, structures, residences, and installations as requested and identified by the City/County, and over which the City/County has exclusive jurisdiction. If the City/County has not adopted its own building codes, all inspections and plan reviews will be conducted in substantial accord with the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001, with any amendments adopted by the Division boards in Idaho Administrative Rule Chapters [24.39.10](#), [24.39.20](#), [24.39.30](#), and [24.39.70](#). If the City/County has adopted its own building codes, then all inspections and plan reviews will be conducted in substantial accord with the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001, with any amendments adopted in City/County

code or ordinance. The Division will not apply any City/County code or ordinance which conflicts with statute in its plan reviews or inspections.

b. When performing its services, the Division will verify that the appropriate permit was obtained; review whether an inspection was requested by the permit holder; perform any requested inspections; determine whether any building construction was performed in conformity with the relevant adopted codes; identify any violations or non-complying installations; provide notice(s) to the permit holder and City/County of any violations or non-complying installations, such notices will sufficiently identify corrections that are necessary to comply with relevant adopted codes; reinspect once notified the corrected work is ready for inspection; and verify that the City/County has approved the issuance of a certificate of occupancy prior to delivery of the same. Neither the Division nor its employees are authorized or required to undertake any enforcement activity not specifically set forth herein, including, but not limited to, disconnecting defective or non-complying installations, ensuring that non-complying installations are remedied, or prosecuting violators for non-compliance with the relevant adopted codes.

c. For plan review purposes the Division will provide the relevant City/County departments access to its plan review software system to electronically review documents relevant to this Agreement, including building and construction plans submitted to the Division pursuant to this Agreement, and any related documents generated by the Division in the course of reviewing building and construction plans within the scope of this Agreement.

d. The Division plans examiner(s) and inspector(s) who perform services under this Agreement will be in good standing with all relevant and statutorily required licensing and/or certifying authorities.

e. The Division will be available during regular business days and hours to respond to code-related questions. The Division will schedule plan reviews, site visits, and inspections as availability allows.

#### 4. CITY/COUNTY SCOPE OF WORK.

a. If the City/County has adopted its own building codes, within five (5) business days of signing this Agreement, the City/County designee will provide the Division's Building Program Manager with an itemization of its amendments to the codes adopted in Idaho Code §§ 39-4109, 39-4116, 39-9701, 54-1001, 54-2601, and 54-5001. The City/County will supply written notice to the Division's Building Program Manager of any amendments or modifications to the applicable City/County codes or ordinances at least ten (10) business days before the amendments or modifications become effective.

b. A City/County designee will be designated to work with the Division and help coordinate building code services with developers, residents, and other interested persons. The City/County designee will, to the extent necessary, provide messaging services for the Division plans examiner(s) and inspector(s) during periods of absence.

c. The City/County will, per its own processes, issue permits and perform all other administrative duties not assigned to the Division in this Agreement. Where applicable, the City/County shall deliver a copy of a permit to the power supplier or other interested parties.

d. The contractor(s) identified on the permit will be instructed by the City/County to request an inspection and/or plan review with the Division directly. The Division's inspector and/or plans examiner will complete the requested inspection and/or plan review as his/her schedule allows. The City/County will provide inspection stickers to the Division inspector.

e. The City/County understands and agrees this Agreement does not apply to buildings under the jurisdiction of the State; public schools, modulars, manufactured homes, and state-owned buildings, within its City/County limits.

5. FEES AND PAYMENTS. The permit requester shall pay the Division for professional building plan review and/or inspection services. Plan review and building inspection services are included in one fee and pursuant to the fee table outlined in IDAPA 24.39.30.500, including the 10 percent reduction as outlined in Table 1.1

6. PROCEDURES. The Division and the City/County may establish additional procedures for the conduct of inspections or plan reviews which are not inconsistent with the applicable law or with this Agreement. The party implementing procedures will provide written notice and a copy of such procedures to the other party.

7. LIABILITY AND NO THIRD-PARTY BENEFICIARIES. The Division, and not the City/County, is responsible for the acts of its own officers, employees or agents in carrying out its functions under this Agreement and, when applicable, only to the extent required by the Idaho Tort Claims Act. The City/County, and not the Division, is responsible for the acts of its own officers, employees or agents in carrying out its functions under this Agreement. There are no third-party beneficiaries of this Agreement and nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto (and their respective successors, heirs and permitted assigns) any rights, remedies, obligations or liabilities. Nothing in this Agreement shall be construed as creating an employment relationship between the Division and City/County; the Parties remain separate contracting entities.

8. GOVERNING LAW. The parties agree that the laws of the State of Idaho shall apply to any dispute arising out of this Agreement and the venue of any action brought by any party to this Agreement shall be the Fourth District Court in and for the County of Ada.

9. TERMINATION. This Agreement may be terminated for material breach by any of the parties, upon 21 days written notice to the other party setting forth the nature of the breach, unless the breach is cured within such 21-day period. This Agreement may be terminated without cause by either party upon 60 days written notice. Upon the termination of this Agreement, neither party shall be released or discharged from any obligation, debt, or liability which previously accrued and remains to be performed on the date of termination.

10. NOTICES. Any notice given in connection with this Agreement shall be provided in writing and via email or certified mail. Either party may change its address by giving notice of the change in accordance with this section. The Division's contact for notices is Sam Zahorka, Building Program Manager, [sam.zahorka@dopl.idaho.gov](mailto:sam.zahorka@dopl.idaho.gov). The City/County's contact for notices is [REDACTED]

11. FORCE MAJEURE. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of service resulting from Acts of God, civil or military authority, pandemics, acts of war, riots, or insurrections.

12. NO PENALTY. The Parties are governmental entities and this Agreement shall in no way bind or obligate the Division, State of Idaho, or City/County beyond the terms of any particular appropriation of funds by the state legislature or City/County Council, as may exist from time to time. The Division and City/County each reserve the right to terminate the Agreement if, in its sole judgment, the Idaho Legislature or City/County Council, respectively, fails to appropriate sufficient funds as may be required for the Division or City/County, respectively, to continue its performance of the Agreement. Any such termination shall take effect upon ten (10) days' prior notice to the other party.

13. RESERVATION OF RIGHTS. Except as otherwise expressly provided in this Agreement, each Party reserves all rights, powers, and remedies now or hereafter existing in law or in equity, by statute, treaty, or otherwise.

14. ENTIRE AGREEMENT, AMENDMENTS, AND WAIVER. This Agreement is a complete and exclusive statement of the agreement between the parties. This Agreement supersedes all prior proposals and understandings, oral or written, and may be amended only by a written document executed by both parties. This Agreement may not be subcontracted or assigned without written consent by both parties. Failure by either party to enforce any provision of this Agreement is not a waiver of that provision or of any other provision of this Agreement. This Agreement may be executed in counterparts.

Each person signing this Agreement represents and warrants that he is duly authorized and has legal capacity to execute this Agreement.

City/County of \_\_\_\_\_

**Idaho Division of Occupational and Professional Licenses**

By: \_\_\_\_\_  
[REDACTED]  
City/County Official

By: \_\_\_\_\_  
Russell S. Barron  
Administrator

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**TABLE 1.1 – 2024 CONTRACT BUILDING PERMIT FEES**

<b>Total Valuation</b>	<b>Fee</b>
\$1 to \$500	\$21.15
\$501 to \$2000	\$21.15 for the first \$500 plus \$2.75 for each additional \$100, or fraction thereof, to and including \$2000
\$2001 to \$25,000	\$62.33 for the first \$2000 plus \$12.60 for each additional \$1000, or fraction thereof, to and including \$25,000
\$25001 to \$50,000	\$352.58 for the first \$25,000 plus \$9.09 for each additional \$1000, or fraction thereof, to and including \$50,000
\$50,001 to \$100,000	\$579.38 for the first \$50,000 plus \$6.30 for each additional \$1000, or fraction thereof, to and including \$100,000
\$100,001 to \$500,000	\$894.38 for the first \$100,000 plus \$5.04 for each additional \$1000, or fraction thereof, to and including \$500,000
\$500,001 to \$1,000,000	\$2910.38 for the first \$500,000 plus \$4.28 for each additional \$1000, or fraction thereof, to and including \$1,000,000
\$1,000,001 to \$5,000,000	\$5047.88 for the first \$1,000,000 plus \$3.29 for each additional \$1000, or fraction thereof, to and including \$5,000,000
\$5,000,001 to \$10,000,000	\$18,187.88 for the first \$5,000,000 plus \$2.48 for each additional \$1000, or fraction thereof, to and including \$10,000,000
\$10,000,001 and up	\$30,562.88 for the first \$10,000,000 plus \$1.80 for each additional \$1000, or fraction thereof



# State of Idaho

## Division Of Occupational and Professional Licenses

### Building Code Board

**BRAD LITTLE**  
Governor  
**RUSSELL BARRON**  
Administrator

11341 W Chinden Blvd.  
P.O. Box 83720  
Boise, ID 83720-0063  
(208) 334-3233  
dopl.idaho.gov

### **Building Professional Services Agreement FAQ**

As we transition to a Professional Services Agreement in alignment with our new agency framework, this guide is intended to help answer some of the most frequently asked questions about this transition.

**Q:** What is DOPL?

**A:** The Division of Occupational and Professional Licenses (DOPL) is a self-governing agency of the State of Idaho having statutory authority to enter into contracts with local jurisdictions for the purpose of performing plan review and inspection services pursuant to section 67-2601A and 39-4107, Idaho Code. DOPL was created in 2020 through Executive Order 2020-10, which included the consolidation of the Division of Building Safety.

**Q:** Why am I receiving this notice?

**A:** Idaho Cities or Counties are entities created under the laws of the State of Idaho and granted the authority to adopt and enforce building codes pursuant to Idaho Code as well as granted the authority to enter into contracts with a public entity for the purpose of performing plan review and inspection services related to the administration of its building codes enforcement program. Your jurisdiction is currently contracting with DOPL for plan review and inspection services.

**Q:** This doesn't sound familiar. Is this a new agreement?

**A:** The former Division of Building Safety (DBS) began entering into Building Professional Service Agreements with local jurisdictions in 2013, with additional contracts signed over the last 10 years. Since the inception of our new agency, previous contracts are now obsolete and in need of an update.

**Q:** Why can't we just replace DBS with the new DOPL name and leave everything else the same?

**A:** The previous contracting structure was problematic for several reasons, including contract language that often listed the following:

- Terms and conditions that fall outside DOPL responsibilities. (Code enforcement responsibilities and Building Official duties.)
- Utilizing DOPL administrative staff as city employees.
- Requiring DOPL staff to utilize city permitting software.
- Not requiring Mechanical, Electrical, and Plumbing plan reviews for commercial projects.
- Contract language stating that DOPL will enforce other applicable codes adopted by local jurisdictions with any amendments as adopted.
- Unclear or inconsistent payment terms that have resulted in DOPL not receiving payment for multiple contracts and over multiple years. DOPL Finance also has no mechanism to reconcile lump-sum payments, as many local jurisdictions did not maintain or report transaction-level detail.





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Over the last two years, DOPL has worked to create a new building professional services agreement contract to remedy these issues and create a more streamlined customer experience. DOPL is pleased to announce the new Professional Services Agreement contract is ready for implementation.

Q: How will this new contract benefit my jurisdiction?

A: The following are some of the new benefits of this contract:

- Streamlined billing processes and simplified fees
- Mechanical, Electrical, and Plumbing plan review services are included for commercial projects
- Electronic processing of applications and notifications
- Upgraded Project Dox electronic plan review tool (Latest Avolve version 9.3)
- New permitting and inspection software
- Reduced administrative processing times

Q: What are the next steps?

A: The first step in transitioning into this new contract is to terminate all existing professional service agreements or contracts.

Under the current provisions, either party may terminate their agreement without cause upon (90) days prior written notice to the other party. On August 1, we will be sending a letter to all contracted cities and counties notifying that DOPL will be terminating the existing agreement, offering a new building professional services agreement contract starting November 1, 2024.

We are confident this new streamlined and updated contract will reduce burdens for cities, counties, and DOPL.

DOPL will hold a virtual meeting on the morning of August 1 to answer all questions and concerns. A meeting invitation will be sent to all current cities and counties currently under contract with DOPL. Once you receive your invitation, please forward to others in your organization who may be interested.

We look forward to providing these professional building services to our current cities/counties and new jurisdictions in the future.

Sincerely,

Sam Zahorka  
Building Program Manager  
DOPL Building Official

ORDINANCE 619

AN ORDINANCE AMENDING ORDINANCE 618 ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$22,298,722.00 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.

BE IT ORDAINED by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho

WHEREAS, the City Council adopted Ordinance 618 entitled Annual Appropriation Ordinance on September 4, 2024. Ordinance 618, Section 3 listed a general levy amount of \$734,192.00. An amendment is necessary to correct a clerical error to that amount reflecting the corrected amount of \$736,000.00.

Section 1. That the sum of \$22,298,722.00 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Bonners Ferry, Boundary County, Idaho, for the fiscal year beginning October 1, 2024.

Section 2. That the objects and purposes for such appropriations are made as follows:

Proposed General Government Fund Expenditures

General Fund:

General Government	\$ 376,466
Police Department and Police Grants	\$ 973,881
Animal Control	\$ 12,059
Fire Department	\$ 293,130
Parks Department and Visitor Center	\$ 94,059
Swimming Pool	\$ 93,135
Golf Course	\$ 218,970
Street Department and Street Grants	\$ 566,492
South Hill Slough Grant/Dike Maint.	\$ 10,199
D.A.R.E./ School Resource Officer	\$ 75,655
Economic Development Coordinator	\$ 77,583
General Fund Capital	\$ 177,500
Inter-Departmental Contingency	\$ 821,071
<b>Total General Government</b>	<b>\$ 3,790,200</b>

Proposed Enterprise Fund Expenditures

Electric Fund	\$ 12,049,233
Water Fund	\$ 2,972,861
Sewer Fund	\$ 3,317,697
Garbage Fund	\$ 168,731
<b>Total Enterprise Expenditures</b>	<b>\$ 18,508,522</b>

Total Expense Budget Fiscal Year 2025

**\$ 22,298,722**

Section 3.

That the general levy of \$736,000.00 on all taxable property within the City of Bonners Ferry be levied in an amount allowed by law for general purposes for said City, for the fiscal year beginning October 1, 2024.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall take effect and be in full force on October 15, 2024, after its passage, approval and publication in the Bonners Ferry Herald, a newspaper of general circulation in the City of Bonners Ferry, and the official newspaper

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Bonners Ferry at a convened meeting of the Bonners Ferry City Council held on October 15, 2024

APPROVED by the Mayor the 15th day of October, 2024.

\_\_\_\_\_  
Rick Alonzo, Mayor  
ATTEST:

\_\_\_\_\_  
Deby Garcia, City Clerk

Please published on October 31, 2024



## IDAHO TRANSPORTATION DEPARTMENT OFFICE OF HIGHWAY SAFETY FFY 2025 Traffic Enforcement Grant Project Agreement (TEGPA)

This agreement for FFY 2025 is made and enter into by and between: (Agency Name) Bonniers Ferry  
Police Dept., hereinafter referred to as "Contractor" and the Idaho Transportation  
Department Office of Highway Safety, hereinafter referred to as "OHS" on the \_\_\_ day of October,  
2024.

**IT IS THE PURPOSE OF THIS AGREEMENT** to provide National Highway Traffic Safety Administration (NHTSA), funded assistance to the Contractor for participation in local and statewide traffic projects as specified in the Triennial Highway Safety Plan (3HSP) target focus areas for the following safety related activities:

- High visibility traffic enforcement (HVE) mobilization
- Mini-grants that support special emphasis traffic enforcement
- Mini-grants that support traffic enforcement equipment projects
- Mini-grants that support public participation and engagement (PP&E)
- Mini-grants that support traffic safety related training

**THE GOAL OF THIS AGREEMENT** is to establish project requirements and a funding process to support the efforts of the contractor to reduce deaths, serious injuries, and economic loss as established in the 3HSP.

**It is, therefore, mutually agreed that:**

1. Contractor will conduct traffic enforcement mobilizations and/or mini-grants in accordance with the criteria established by OHS, for each mobilization and/or traffic mini grant.
2. Contractor will provide a commissioned police officer (active or paid reserve) with appropriate equipment (vehicle, radar, etc.) under conditions identified under Part 5 of this agreement to enforce impaired driving, alcohol beverage control, distracted driving, aggressive driving, safety restraint, school zone violations, bicycle, pedestrian, motorcycle laws with emphasis as designated by OHS and/or crash problem identification.
3. Contractor and/or partnering enforcement agencies will publicize the enforcement effort to increase effectiveness by.
  - a. Working with the media to increase the awareness of enforcement efforts; and
  - b. Provide pre and post public outreach such as press releases, social media posts, or other messaging efforts. Make note of efforts on the Performance Report.
4. Contractor will take a zero tolerance for unbuckled passengers and children during all OHS funded mobilizations and mini grants.
5. Based on the availability of funding and by signing this agreement, Contractor agrees to support statewide highway safety public awareness campaigns and will accept the benefits of having the earned and paid media run in their local communities.
6. OHS will reimburse Contractor for traffic enforcement grant activities at the rate of up to 1.5 times the officer's regular hourly rate plus Contractor's contribution to employee benefits,

which are FICA/Medicare, unemployment, worker's compensation and PERSI. Agencies that use reservists may pay up to 1.5 times their documented established hourly rate for traffic enforcement grant activities.

- a. For this agreement, regular-on-duty personnel hours are not eligible for reimbursement (unless a pre-arranged agreement is made, or it is otherwise state in the Contractor policy.)
  - b. For this agreement, salaried positions are ineligible for reimbursement unless overtime is allowed and documented through Contractor policies.
  - c. Necessary additional dispatch service overtime may be reimbursed if requested prior to the grant activity.
  - d. Any calls for service that last more than 30 minutes are not considered a "grant activity" and cannot be claimed as grant time.
7. Participation in future mobilizations and mini grants is contingent on at least satisfactory performance during the prior mobilization, as determined by OHS. MNTSA has published a guide that outlines specific strategies and countermeasures relevant to the focus areas.
8. Contractor must submit the following forms in accordance with OHS requirements:
- a. Performance Reports – required to be completed and submitted via WebCars
    - i. Only the grant funded citations, warnings and contacts are required to be reported.
    - ii. Agencies are encouraged to conduct public participation and engagement along with outreach and report it in the Performance Reports.
  - b. Overtime Reimbursement Claim Form – complete and submit via WebCars.
    - i. The claim must be signed by an authorizing official whose signature can be verified through their individual login.
    - ii. The overtime claim must not be signed by anyone who worked the mobilization.
  - c. Payroll Register – Must be available for review upon request from OHS for the period claimed in the reimbursement claim.
    - i. Payroll verification may be computer generated payroll registers or copies of payroll warrants.
    - ii. Timesheets must be provided and are not considered payroll verification.
    - iii. When possible, payroll verification should be coded to differentiate between OHS grant funded overtime and other sources.
  - d. Contractor will submit reimbursement claim and performance reports withing 30 days of completion of the mobilization or grant activity. **Note:** Claims received after October 15th may not be eligible for reimbursement.
  - e. No documentation, reports or claims submitted to OHS may contain Contractor or its employees', agents or subcontractors' protected personally identifiable information (Protected PIII).
9. Assurances and other grant requirement require by NHTSA for all organizations receiving federal grant funds:
- a. Attachment 1 - Agency Certification and Assurances FFY24
  - b. Attachment 2 – Risk Assessment (information provided by the Contractor's financial contact.)

10. Other Grant Requirements:

- a. Unique Entity Identifier (UEI)
  - i. The General Services Administration (GSA) requires federal funding recipients to have a UEI which is generated by SAM.gov, therefore recipients are to keep their registration current to ensure they receive their UEO.
  - ii. The Contractor agrees it shall maintain current registration in the System for Award Management, SAM.gov, at all times during which it has active federal awards.
  - iii. If the Contractor or its principals or affiliates is disbarred, suspended or ineligible from federal contracting, the Agreement may be terminated immediately.
- b. Personal Identifiable Information (PII) - as noted under 2 CFR Chapter 1, Chapter II, Part 200.79, 200.82, 200.303.
- c. Procurement of equipment and materials – equipment purchases shall be subject to requirements governing this agreement, including those for procurement of materials and leasing of equipment.
- d. Code of Conduct – No employee, officer or agent of the Contractor shall participate in the selection, award or administration of a contract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict may arise when any of the following have a financial or other interest in the firm selected for award:
  - i. The employee, officer, or agent.
  - ii. Any member of his or her immediate family.
  - iii. His or her partner.
  - iv. An organization which employs or is about to employ any of the above listed.The contractor guarantees it has not entered into any form of collusion with anyone involving any form of payment, dependent upon or resulting from the award of this contract or subcontract(s).
- e. Conferences, inspection of work, grant monitoring – conferences may be held at the request of either party to this agreement. Conferences may be held in person or by virtual meeting. A representative of OHS and/or the US Department of Transportation (DOT) can conduct an onsite visit for the purpose of inspection and/or assessment of work being performed at any time.
- f. Travel – Grant related local vicinity travel, travel to other parts of the state, and travel outside the state must conform to state policies and procedures. Allowable reimbursements cannot be greater than those authorized for state employees and reimbursements will be made to the Contractor for grant project travel. State policy requires economical and practical modes of travel, as well as moderate dining and lodging.
- g. Tax and compensation liability – OHS will not incur any liability for workers compensation, FICA, withholding tax, unemployment compensation, or any other payment which is not a part of the grant agreement.
- h. Policy inclusion – to receive highway safety grant funds, OHS requires that the Contractor have a Seat Belt Use policy in effect or implement one prior to completion of the agreement. If requested OHS, Contractor will submit their policy to OPH prior to execution of the agreement.

- i. Responsibility for claims and liability – Contractor shall be required to save and hold harmless OHS, ITD, NHTSA, FHWA and US DOT from all claims and/or liability due to the negligent acts of the Contractor or the Contractor’s subcontractor(s), agents or employee(s).
- j. Failure to comply - with any terms of this agreement may jeopardize Contractor in receiving future funding from OHS.
- k. Eligible organizations – agree to indemnify, defend, and hold harmless ITD, its officers, agents, employees’ from and against any and all claims, suits, losses, damages or costs, including reasonable attorney’s fees arising from or by the use of grants.
- l. Any dispute, disagreement, or question of fact – concerning this agreement shall be decided by the OHS Highway Safety manager, OHS HSM. The decision shall be in writing and shall be distributed to the parties concerned. If the Contractor disagrees with the decision by the OHS Highway Safety Manager, the decision may be appealed to the Director of ITD. The appeal must be made in writing within 30 days of the OHS HSM decision and served by certified mail.
- m. Agreement including attachment – constitutes the entire agreement between the parties on the subject matter hereof. There are no understanding, agreements, or representations (oral or written), not specified herein regarding this agreement, shall bind either party unless in writing and signed by both parties and all necessary approvals have been obtained.
- n. Nothing in this agreement – shall be construed as limiting or expanding the statutory or regulatory responsibilities of any involved agency or individual in performing functions granted to them by law; or as requiring either entity to expend any sum in excess of its respective appropriation. Each provision to this agreement is subject to the laws and regulations of the State of Idaho and the United States.
- o. Either party may terminate – this agreement upon 30 days written notice to the other party. In the event of termination of this agreement, the terminating party shall be liable for the performance rendered prior to the effective date of termination.
- p. The parent entity for this contractor – certifies that it conducts an annual audit in accordance to, 2CFR part 200 Subpart F, which is available for review upon request. In addition, this contractor has no financial or compliance issues.

**Agency Primary Contact (Required)** *(Individual with signing authority for the Contractor)*

Name	Willie COWELL
Title	Chief of Police
WebCar Account: <u>Yes/No</u>	Yes
Phone	208-267-2412
Email Address	WCowell@bonners.id.gov
Contractor Physical Address	7232 main st, Bonners Ferry, ID 83805
Warrant Mailing Address	P.O. Box 149, Bonners Ferry ID 83805
UEI <i>(Unique Entity Identifier)</i>	
*Benefit Percentage Rate for Overtime	23%
Parent Entity Name <i>(if applicable)</i>	City of Bonners Ferry

\*Benefit includes FICA/Medicare, unemployment, worker’s compensation, and PERSI – is usually not more than 24%

**Contractor Grant Manager Contact (Required)** *(Individual who manages day-to-day grant activities)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

**Additional Agency Contact (Optional)** *(Individual who will act as a backup for day-to-day grant activities.)*

Name	
Title	
WebCar Account: Yes/No	
Phone	
Email Address	

**Financial Contact (Required)** *(individual who is the financial is responsible for claims and finances.)*

Name	
Title	
WebCar Account: Yes/No	
Organization	
Phone	
Email Address	

**Contractor's Agent**

\_\_\_\_\_  
Contractor Authorizing Signature: *(Individual with legal authorization to enter into agreement with the ITD on behalf of the contractor.)*

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**State's Agent, OHS**

\_\_\_\_\_  
Josephine Middleton, Highway Safety Manager

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Date: