

## **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 St  
267-3105  
November 19, 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

### **NEW BUSINESS**

3. **WATER/SEWER- (action item)** [attachment]- Consider authorizing the mayor to sign the contract with Avista for gas service at the water shop.
4. **WATER-(action)** [attachment]- Consider authorizing the mayor to sign the contract with Avista for gas service at city hall for the northside booster station.
5. **CITY- (action item)** [attachment]- Consider authorizing the mayor to sign a 1-year contract with Access in the amount of \$1320.00 for a monthly shredding service.

6. **CITY- (action item)** [attachment]- Consider approval to purchase flower baskets for the FY2025 in the amount up to \$4,500.00.
7. **CITY- (action item)** [attachment]- Discuss and consider options of giving gift cards and provide food for a Christmas luncheon.
8. **CITY- (action)** [attachment]- Consider authorizing the mayor to sign the engagement letters with Condie Stoker & Brown for FY 2023, and FY 2024 Audit Services.

## **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.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/ Administrator  
**DATE:** November 14, 2024  
**RE:** Water/Sewer Shop – Avista Gas Service

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The new water and sewer shop requires a new gas service with Avista in order to heat the building. Avista now requires that all new services have a contract with the owner. Attached with this memo is the contract with Avista for your consideration. This particular service will cost the City \$2,094.10.

I recommend that the Council approve the attached contract with Avista for \$2,094.10, and authorize the Mayor to sign it for gas service at the new water/sewer shop.

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

Mike



Nov 5, 2024

Job Location: 6362 WASHINGTON ST

GSA#: 58524

Dear Customer,

Enclosed are two copies of Avista's Natural Gas Service Extension Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original with your money order, personal check, or cashier's check for the initial payment, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. Avista's receipt of customer payment for the requested initial payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-227-9187 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Rob Sherrill

Customer Project Coordinator



Sandpoint - Gas  
100 N Lincoln, MSC-R13, Sandpoint, ID 83864  
Phone: 208-265-6958  
Cell:  
Email: Rob.Sherrill@avistacorp.com

**Natural Gas Service Agreement**  
(Residential Customer ID)

Gas Service Agreement Date: Nov 5, 2024  
Work Order # 1034922329

Expiration Date: May 5, 2025 12:00:00 AM  
Termination Date: Apr 30, 2026 12:00:00 AM

GSA No.: 58524

This Gas Service Agreement (“Agreement”) is made between Avista Corporation dba Avista Utilities (“Avista”) and the party whose name appear in the signature block below, (“Customer”) (sometimes, individually, a “Party” and collectively, the “Parties”).

**The Parties agree that:**

1.0 Avista will provide and own the natural gas facilities necessary to furnish natural gas service to the Customer at the single point(s) of delivery identified in Exhibit A, attached hereto (“Customer’s Premises”). So long as any site preparation and finishing work that Customer is required to perform has been completed, Avista will make every reasonable effort to commence construction of such facilities within thirty (30) days after receipt of a copy of this Agreement signed by Customer, along with the payment of any applicable cost responsibility. Avista will install its gas facilities using the method of construction it deems appropriate.

2.0 Term of Agreement. This Agreement will become effective when executed by both Parties. If this Agreement is not executed prior to the Expiration Date set forth below, then the offer contemplated by this Agreement is deemed automatically revoked. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate and be of no further force and effect if, through no fault of Avista, Avista has been unable to commence the work contemplated to be performed under this prior to the twelve (12) month anniversary of the Expiration Date. In the event that this Agreement automatically terminates as provided herein, Avista shall refund all amounts paid by Customer less any actual costs incurred by Avista arising out of or related to this Agreement.

3.0 Natural Gas Service Piping or Main Extensions

3.1. Avista will extend natural gas service to Customer’s Premises in accordance with its “Gas Extension Policy” Schedule 151 filed with the applicable state commission. By signing this Agreement, Customer authorizes Avista or Avista’s agent to proceed with work necessary to accomplish the extension of gas service on Customer’s Premises

3.2 Customer grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Customer’s Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista’s gas service facilities, and without any obligation on Avista to restore, repair or reimburse Customer for any resulting damages.

3.3 Customer acknowledges that the installation or removal of gas service may result in the disruption of Customer’s facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring and Avista is not responsible for any damage resulting from such disruption.

3.4. Customer acknowledges that in the event Customer requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions (“Adverse Conditions”) including without limitation, frozen ground due to winter weather, , blasting, and excavation costs, Customer will be responsible for the repair of landscaping and all other costs resulting from such Adverse Conditions , whether now known or unknown; any presently known exceptional costs will be identified on Exhibit A.

4.0 Avista will extend gas service to Customer’s Premises in accordance with its “Gas Extension Policy” (Schedule 151) filed with the applicable state commission.

5.0 Customer shall be responsible for any preparatory and/or finishing work, including staking, associated with the electric service applicable under this Agreement and such responsibilities will be described in the “Special Provisions/Scope of Work” section of Exhibit A. All such work must meet Avista’s specifications, pass Avista’s inspection and be coordinated with Avista’s scheduled work. If Customer’s failure to properly perform any preparatory and/or finishing work delays Avista’s ability to perform any work Customer shall be responsible for any costs incurred by Avista due to Customer’s failure to properly perform such preparatory

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and/or finishing work.

6.0 Safety Inspections. Customer is advised that there are areas where Avista may perform an initial, one-time safety inspection of the fuel gas piping and installed gas equipment. Such inspection does not substitute for a complete mechanical inspection, Customer is further advised that Avista assumes no responsibility for the quality of workmanship, testing of safety devices, or compliance with adopted codes or ordinances pertaining to fuel gas piping or gas appliances on Customer's side of the gas meter. Customer acknowledges that Customer (or Customer's installing dealer) is ultimately responsible for proper equipment installation, permit applications, code compliance, inspections, and testing of safety devices. Customer is advised to ascertain whether the dealer or contractor performing gas installation work on Customer's behalf is licensed as required by the local authority having jurisdiction.

7.0 Natural Gas Extension Costs. Customer's cost responsibility will be calculated in accordance with and subject to Avista's effective rates, rules and regulations in its state commission-approved Tariffs in effect at the time of execution of this Agreement. Before Avista commences any work associated with the Natural Gas Service extension, Customer shall pay to Avista the Initial Deposit specified in Exhibit A. This Initial Deposit is collected to secure Customer's commitment to the gas line extension to the Customer's Premises and to cover the initial expenses for the extension. Customer shall also be responsible for, and within ten (10) days of demand compensate Avista for, any additional exceptional costs encountered during construction and/or costs resulting from changes requested by Customer. After completion of the Natural Gas Service extension to the Customer's Premises, Avista will provide Customer with a final invoice reflecting the total costs for the extension and the final balance to be paid by Customer. The final balance will account for the total costs associated with the Natural Gas Service extension to the Customer's Premises, less the Initial Deposit and all other payments made by Customer to Avista in connection with the Natural Gas Service extension. The final balance will be due and payable to Avista within thirty (30) days of the date of the final invoice. Any applicable refunds will be calculated solely by Avista in accordance with its state commission-approved Tariffs in effect at the time of execution of this Agreement.

8.0 Customer must notify Avista in writing and in advance of the addition of any gas load to allow Avista adequate time to make any necessary modifications to its facilities and to calculate any additional costs for which Customer shall be responsible. In the event Customer fails to provide Avista with the required written notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.

9.0 Notice of Encroachment. Customer is required to notify Avista in instances where Customer determines that a proposed building project on Customer's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Customer's responsibility.

10.0 Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities on Customer's property. Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Customer's property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to the start of work by Avista. In the event Customer fails to identify or expose any such underground facilities, Customer will be responsible for the repair of such facilities, at Customer's sole expense.

11.0 Easements and Access to Property. Customer authorizes Avista or Avista's agents to do all work necessary on Customer's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's gas facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Customer's property covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. In the event Avista incurs fees to secure permits, rights-of-way, and/or inspections to access Customer's property, Customer shall reimburse Avista for the actual costs applicable for securing such permits, rights-of-way and/or inspections.

12.0 Indemnification. Subject to applicable law, Customer shall indemnify, hold harmless and defend Avista, its directors, officers, employees, and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages ("Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of Customer or its invitees, employees, agents, subcontractors and suppliers of any tier. In the

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event that any such Loss is caused by the concurrent negligence of both Avista and Customer, including their invitees, employees, agents, suppliers and subcontractors, the Loss will be borne by Customer and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

### 13.0 Miscellaneous Provisions.

13.1 Assignment by Customer. Customer shall not assign the Agreement or any right or interest in the Agreement without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's option. No such assignment, with or without Avista's prior written consent, will relieve Customer from its responsibilities under this Agreement.

13.2 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.3 Survival. Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement will survive the completion of performance and termination of the Agreement.

13.4 Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State in which Customer's Premises is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

13.5 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

14.0 This Agreement consists of the following documents which are (i) incorporated into the Agreement, (ii) listed in the descending order of precedence, and (iii) attached or referenced: this Natural Gas Service Extension Agreement and the Exhibits attached hereto.

15.0 This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any of the Parties, unless reduced to writing and signed by each Party.



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CUSTOMER COPY

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount \$2,094.10  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer: Bonners Ferry City Hall**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rob Sherrill  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Customer Project Coordinator  
\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

Date: \_\_\_\_\_  
GSA# 58524

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



**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: Bonnors Ferry City Hall  
 Mailing Address: PO Box 149  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

Located At: 6362 WASHINGTON ST  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: BOUNDARY  
 Estimated Construction Contribution Scale: \_\_\_\_\_

**III. ESTIMATED CONSTRUCTION CONTRIBUTIONS**

ESTIMATED CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: Bonnors Ferry City Hall WORK ORDER# 1034922329  
 MAILING ADDRESS PO Box 149  
BONNERS FERRY, ID 83805

GSA	GSA Type	Length	Rate Per Ft	Fixed Rate	Totals
Service - Customer Ditch - 3/4		195	\$10.38	\$0.00	\$2,024.10
Tap - PE		0	\$0.00	\$70.00	\$70.00
GSA - Total					
TOTAL CONSTRUCTION COSTS					\$2,094.10
TOTAL CREDITS					\$0.00
<b>NET CUSTOMER COST</b>					<b>\$2,094.10</b>

**Initial Deposit requested in the amount of \$\_\_\_\_\_ . When paid will be reduced from Net Customer Cost.**

These costs are estimates only and effective through May 5, 2025, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer.

#### **IV. SPECIAL PROVISIONS**

##### Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### **V. EXCEPTIONS**

GSA #: 58524

**Natural Gas Service Agreement**  
(Residential Customer ID)

Gas Service Agreement Date: Nov 5, 2024  
Work Order # 1034922329

Expiration Date: May 5, 2025  
Termination Date: Apr 30, 2026

GSA No.: 58524

This Gas Service Agreement (“Agreement”) is made between Avista Corporation dba Avista Utilities (“Avista”) and the party whose name appear in the signature block below, (“Customer”) (sometimes, individually, a “Party” and collectively, the “Parties”).

**The Parties agree that:**

1.0 Avista will provide and own the natural gas facilities necessary to furnish natural gas service to the Customer at the single point(s) of delivery identified in Exhibit A, attached hereto (“Customer’s Premises”). So long as any site preparation and finishing work that Customer is required to perform has been completed, Avista will make every reasonable effort to commence construction of such facilities within thirty (30) days after receipt of a copy of this Agreement signed by Customer, along with the payment of any applicable cost responsibility. Avista will install its gas facilities using the method of construction it deems appropriate.

2.0 Term of Agreement. This Agreement will become effective when executed by both Parties. If this Agreement is not executed prior to the Expiration Date set forth below, then the offer contemplated by this Agreement is deemed automatically revoked. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate and be of no further force and effect if, through no fault of Avista, Avista has been unable to commence the work contemplated to be performed under this Agreement prior to the twelve (12) month anniversary of the Expiration Date. In the event that this Agreement automatically terminates as provided herein, Avista shall refund all amounts paid by Customer less any actual costs incurred by Avista arising out of or related to this Agreement.

**3.0 Natural Gas Service Piping or Main Extensions**

3.1. Avista will extend natural gas service to Customer’s Premises in accordance with its “Gas Extension Policy” Schedule 151 filed with the applicable state commission. By signing this Agreement, Customer authorizes Avista or Avista’s agent to proceed with work necessary to accomplish the extension of gas service on Customer’s Premises.

3.2 Customer grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Customer’s Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista’s gas service facilities, and without any obligation on Avista to restore, repair or reimburse Customer for any resulting damages.

3.3 Customer acknowledges that the installation or removal of gas service may result in the disruption of Customer’s facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring and Avista is not responsible for any damage resulting from such disruption.

3.4. Customer acknowledges that in the event Customer requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions (“Adverse Conditions”) including without limitation, frozen ground due to winter weather, blasting, and excavation costs, Customer will be responsible for the repair of landscaping and all other costs resulting from such Adverse Conditions, whether known or unknown; any presently known exceptional costs will be identified on Exhibit A.

4.0 Avista will extend gas service to Customer’s Premises in accordance with its “Line Extension, Conversion and Relocation Schedule” (Schedule 151) filed with the applicable state commission.

5.0 Customer shall be responsible for any preparatory and/or finishing work, including staking, associated with the electric service applicable under this Agreement and such responsibilities will be described in the “Special Provisions/Scope of Work” section of

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Exhibit A. All such work must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work. If Customer's failure to properly perform any preparatory and/or finishing work delays Avista's ability to perform any work, Customer shall be responsible for any costs incurred by Avista due to Customer's failure to properly perform such preparatory and/or finishing work.

6.0 Safety Inspections. Customer is advised that there are areas where Avista may perform an initial, one-time safety inspection of the fuel gas piping and installed gas equipment. Such inspection does not substitute for a complete mechanical inspection, and Customer is further advised that Avista assumes no responsibility for the quality of workmanship, testing of safety devices, or compliance with adopted codes or ordinances pertaining to fuel gas piping or gas appliances on Customer's side of the gas meter. Customer acknowledges that Customer (or Customer's installing dealer) is ultimately responsible for proper equipment installation, permit applications, code compliance, inspections, and testing of safety devices. Customer is advised to ascertain whether the dealer or contractor performing gas installation work on Customer's behalf is licensed as required by the local authority having jurisdiction.

7.0 Natural Gas Extension Costs. Customer's cost responsibility will be calculated in accordance with and subject to Avista's effective rates, rules and regulations in its state commission-approved Tariffs in effect at the time of execution of this Agreement. Before Avista commences any work associated with the Natural Gas Service extension, Customer shall pay to Avista the Initial Deposit specified in Exhibit A. This Initial Deposit is collected to secure Customer's commitment to the gas line extension to the Customer's Premises and to cover the initial expenses for the extension. Customer shall also be responsible for, and within ten (10) days of demand compensate Avista for, any additional exceptional costs encountered during construction and/or costs resulting from changes requested by Customer. After completion of the Natural Gas Service extension to the Customer's Premises, Avista will provide Customer with a final invoice reflecting the total costs for the extension and the final balance to be paid by Customer. The final balance will account for the total costs associated with the Natural Gas Service extension to the Customer's Premises, less the Initial Deposit and all other payments made by Customer to Avista in connection with the Natural Gas Service extension. The final balance will be due and payable to Avista within thirty (30) days of the date of the final invoice. Any applicable refunds will be calculated solely by Avista in accordance with its state commission-approved Tariffs in effect at the time of execution of this Agreement.

8.0 Customer must notify Avista in writing and in advance of the addition of any gas load to allow Avista adequate time to make any necessary modifications to its facilities and to calculate any additional costs for which Customer shall be responsible. In the event Customer fails to provide Avista with the required written notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.

9.0 Notice of Encroachment. Customer is required to notify Avista in instances where Customer determines that a proposed building project on Customer's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Customer's responsibility.

10.0. Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities on Customer's property. Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Customer's property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to the start of work by Avista. In the event Customer fails to identify or expose any such underground facilities, Customer will be responsible for the repair of such facilities, at Customer's sole expense.

11.0 Easements and Access to Property. Customer authorizes Avista or Avista's agents to do all work necessary on Customer's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's gas facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Customer's property

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covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. In the event Avista incurs fees to secure permits, rights-of-way, and/or inspections to access Customer's property, Customer shall reimburse Avista for the actual costs applicable for securing such permits, rights-of-way, and/or inspections.

12.0 Indemnification. Subject to applicable law, Customer shall indemnify, hold harmless and defend Avista, its directors, officers, employees, and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages ("Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of Customer or its invitees, employees, agents, subcontractors and suppliers of any tier. In the event that any such Loss is caused by the concurrent negligence of both Avista and Customer, including their invitees, employees, agents, suppliers and subcontractors, the Loss will be borne by Customer and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

### 13.0 Miscellaneous Provisions.

13.1 Assignment by Customer. Customer shall not assign the Agreement or any right or interest in the Agreement without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's option. No such assignment, with or without Avista's prior written consent, will relieve Customer from its responsibilities under this Agreement.

13.2 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.3 Survival. Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement will survive the completion of performance and termination of the Agreement.

13.4 Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State in which Customer's Premises is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

13.5 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

14.0 This Agreement consists of the following documents which are (i) incorporated into the Agreement, (ii) listed in the descending order of precedence, and (iii) attached or referenced: this Natural Gas Service Extension Agreement and the Exhibits attached hereto.

15.0 This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any of the Parties, unless reduced to writing and signed by each Party.



This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount \$2,094.10  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer: Bonners Ferry City Hall**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rob Sherrill  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Customer Project Coordinator  
\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

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

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

GSA# 58524  
Work Order #: 1034922329

**Please Remit To:**

**Avista Utilities** 100 N Lincoln, MSC-R13, Sandpoint, ID 83864

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: Bonnors Ferry City Hall  
 Mailing Address: PO Box 149  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

Located At: 6362 WASHINGTON ST  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: BOUNDARY  
 Estimated Construction Contribution Scale: \_\_\_\_\_

**III. ESTIMATED CONSTRUCTION CONTRIBUTIONS**

ESTIMATED CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: Bonnors Ferry City Hall WORK ORDER# 1034922329  
 MAILING ADDRESS PO Box 149  
BONNERS FERRY, ID 83805

GSA	GSA Type	Length	Rate Per Ft	Fixed Rate	Totals
Service - Customer Ditch - 3/4		195	\$10.38	\$0.00	\$2,024.10
Tap - PE		0	\$0.00	\$70.00	\$70.00
GSA - Total					
TOTAL CONSTRUCTION COSTS					\$2,094.10
TOTAL CREDITS					\$0.00
<b>NET CUSTOMER COST</b>					<b>\$2,094.10</b>

**Initial Deposit requested in the amount of \$ \_\_\_\_\_ . When paid will be reduced from Net Customer Cost.**

These costs are estimates only and are effective through May 5, 2025, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer.

#### **IV. SPECIAL PROVISIONS**

##### Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### **V. EXCEPTIONS**

GSA #: 58524





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/ Administrator  
**DATE:** November 14, 2024  
**RE:** City Hall Generator – Avista Gas Service

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The new generator for City Hall to serve the North Side Booster station requires a new gas service with Avista in order to provide back-up power. Avista now requires that all new services have a contract with the owner. Attached with this memo is the contract with Avista for your consideration. This particular service will be at no cost to the City.

I recommend that the Council approve the attached contract with Avista and authorize the Mayor to sign it for gas service at the new water/sewer shop.

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

Mike



Nov 8, 2024

Job Location: 7232 MAIN ST

GSA#: 58571

Dear Customer,

Enclosed are two copies of Avista's Natural Gas Service Extension Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original with your money order, personal check, or cashier's check for the initial payment, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. Avista's receipt of customer payment for the requested initial payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-227-9187 for additional information.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Rob Sherrill

Customer Project Coordinator



Sandpoint - Gas  
100 N Lincoln, MSC-R13, Sandpoint, ID 83864  
Phone: 208-265-6958  
Cell:  
Email: Rob.Sherrill@avistacorp.com

**Natural Gas Service Agreement**  
(Residential Customer ID)

Gas Service Agreement Date: Nov 8, 2024  
Work Order # 1034975122

Expiration Date: May 8, 2025 12:00:00 AM  
Termination Date: May 3, 2026 12:00:00 AM

GSA No.: 58571

This Gas Service Agreement (“Agreement”) is made between Avista Corporation dba Avista Utilities (“Avista”) and the party whose name appear in the signature block below, (“Customer”) (sometimes, individually, a “Party” and collectively, the “Parties”).

**The Parties agree that:**

1.0 Avista will provide and own the natural gas facilities necessary to furnish natural gas service to the Customer at the single point(s) of delivery identified in Exhibit A, attached hereto (“Customer’s Premises”). So long as any site preparation and finishing work that Customer is required to perform has been completed, Avista will make every reasonable effort to commence construction of such facilities within thirty (30) days after receipt of a copy of this Agreement signed by Customer, along with the payment of any applicable cost responsibility. Avista will install its gas facilities using the method of construction it deems appropriate.

2.0 Term of Agreement. This Agreement will become effective when executed by both Parties. If this Agreement is not executed prior to the Expiration Date set forth below, then the offer contemplated by this Agreement is deemed automatically revoked. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate and be of no further force and effect if, through no fault of Avista, Avista has been unable to commence the work contemplated to be performed under this prior to the twelve (12) month anniversary of the Expiration Date. In the event that this Agreement automatically terminates as provided herein, Avista shall refund all amounts paid by Customer less any actual costs incurred by Avista arising out of or related to this Agreement.

3.0 Natural Gas Service Piping or Main Extensions

3.1. Avista will extend natural gas service to Customer’s Premises in accordance with its “Gas Extension Policy” Schedule 151 filed with the applicable state commission. By signing this Agreement, Customer authorizes Avista or Avista’s agent to proceed with work necessary to accomplish the extension of gas service on Customer’s Premises

3.2 Customer grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Customer’s Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista’s gas service facilities, and without any obligation on Avista to restore, repair or reimburse Customer for any resulting damages.

3.3 Customer acknowledges that the installation or removal of gas service may result in the disruption of Customer’s facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring and Avista is not responsible for any damage resulting from such disruption.

3.4. Customer acknowledges that in the event Customer requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions (“Adverse Conditions”) including without limitation, frozen ground due to winter weather, , blasting, and excavation costs, Customer will be responsible for the repair of landscaping and all other costs resulting from such Adverse Conditions , whether now known or unknown; any presently known exceptional costs will be identified on Exhibit A.

4.0 Avista will extend gas service to Customer’s Premises in accordance with its “Gas Extension Policy” (Schedule 151) filed with the applicable state commission.

5.0 Customer shall be responsible for any preparatory and/or finishing work, including staking, associated with the electric service applicable under this Agreement and such responsibilities will be described in the “Special Provisions/Scope of Work” section of Exhibit A. All such work must meet Avista’s specifications, pass Avista’s inspection and be coordinated with Avista’s scheduled work. If Customer’s failure to properly perform any preparatory and/or finishing work delays Avista’s ability to perform any work Customer shall be responsible for any costs incurred by Avista due to Customer’s failure to properly perform such preparatory

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and/or finishing work.

6.0 Safety Inspections. Customer is advised that there are areas where Avista may perform an initial, one-time safety inspection of the fuel gas piping and installed gas equipment. Such inspection does not substitute for a complete mechanical inspection, Customer is further advised that Avista assumes no responsibility for the quality of workmanship, testing of safety devices, or compliance with adopted codes or ordinances pertaining to fuel gas piping or gas appliances on Customer's side of the gas meter. Customer acknowledges that Customer (or Customer's installing dealer) is ultimately responsible for proper equipment installation, permit applications, code compliance, inspections, and testing of safety devices. Customer is advised to ascertain whether the dealer or contractor performing gas installation work on Customer's behalf is licensed as required by the local authority having jurisdiction.

7.0 Natural Gas Extension Costs. Customer's cost responsibility will be calculated in accordance with and subject to Avista's effective rates, rules and regulations in its state commission-approved Tariffs in effect at the time of execution of this Agreement. Before Avista commences any work associated with the Natural Gas Service extension, Customer shall pay to Avista the Initial Deposit specified in Exhibit A. This Initial Deposit is collected to secure Customer's commitment to the gas line extension to the Customer's Premises and to cover the initial expenses for the extension. Customer shall also be responsible for, and within ten (10) days of demand compensate Avista for, any additional exceptional costs encountered during construction and/or costs resulting from changes requested by Customer. After completion of the Natural Gas Service extension to the Customer's Premises, Avista will provide Customer with a final invoice reflecting the total costs for the extension and the final balance to be paid by Customer. The final balance will account for the total costs associated with the Natural Gas Service extension to the Customer's Premises, less the Initial Deposit and all other payments made by Customer to Avista in connection with the Natural Gas Service extension. The final balance will be due and payable to Avista within thirty (30) days of the date of the final invoice. Any applicable refunds will be calculated solely by Avista in accordance with its state commission-approved Tariffs in effect at the time of execution of this Agreement.

8.0 Customer must notify Avista in writing and in advance of the addition of any gas load to allow Avista adequate time to make any necessary modifications to its facilities and to calculate any additional costs for which Customer shall be responsible. In the event Customer fails to provide Avista with the required written notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.

9.0 Notice of Encroachment. Customer is required to notify Avista in instances where Customer determines that a proposed building project on Customer's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Customer's responsibility.

10.0 Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities on Customer's property. Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Customer's property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to the start of work by Avista. In the event Customer fails to identify or expose any such underground facilities, Customer will be responsible for the repair of such facilities, at Customer's sole expense.

11.0 Easements and Access to Property. Customer authorizes Avista or Avista's agents to do all work necessary on Customer's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's gas facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Customer's property covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. In the event Avista incurs fees to secure permits, rights-of-way, and/or inspections to access Customer's property, Customer shall reimburse Avista for the actual costs applicable for securing such permits, rights-of-way and/or inspections.

12.0 Indemnification. Subject to applicable law, Customer shall indemnify, hold harmless and defend Avista, its directors, officers, employees, and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages ("Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of Customer or its invitees, employees, agents, subcontractors and suppliers of any tier. In the

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event that any such Loss is caused by the concurrent negligence of both Avista and Customer, including their invitees, employees, agents, suppliers and subcontractors, the Loss will be borne by Customer and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

### 13.0 Miscellaneous Provisions.

13.1 Assignment by Customer. Customer shall not assign the Agreement or any right or interest in the Agreement without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's option. No such assignment, with or without Avista's prior written consent, will relieve Customer from its responsibilities under this Agreement.

13.2 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.3 Survival. Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement will survive the completion of performance and termination of the Agreement.

13.4 Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State in which Customer's Premises is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

13.5 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures

14.0 This Agreement consists of the following documents which are (i) incorporated into the Agreement, (ii) listed in the descending order of precedence, and (iii) attached or referenced: this Natural Gas Service Extension Agreement and the Exhibits attached hereto.

15.0 This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any of the Parties, unless reduced to writing and signed by each Party.



This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount \$0.00  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer: City Of Bonners Ferry**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rob Sherrill  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Customer Project Coordinator  
\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

Date: \_\_\_\_\_  
GSA# 58571

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

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: City Of Bonners Ferry  
 Mailing Address: PO BOX 149  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

Located At: 7232 MAIN ST  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: BOUNDARY  
 Estimated Construction Contribution Scale: \_\_\_\_\_

**III. ESTIMATED CONSTRUCTION CONTRIBUTIONS**

ESTIMATED CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: City Of Bonners Ferry WORK ORDER# 1034975122  
 MAILING ADDRESS PO BOX 149  
 BONNERS FERRY, ID 83805

GSA	GSA Type	Length	Rate Per Ft	Fixed Rate	Totals
Service - Customer Ditch - 3/4		45	\$10.38	\$0.00	\$467.10
Tap - Steel		0	\$0.00	\$139.00	\$139.00
GSA - Total					
TOTAL CONSTRUCTION COSTS					\$606.10
TOTAL CREDITS					\$606.10
<b>NET CUSTOMER COST</b>					<b>\$0.00</b>

**Initial Deposit requested in the amount of \$\_\_\_\_\_ . When paid will be reduced from Net Customer Cost.**

These costs are estimates only and effective through May 8, 2025, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer.

#### **IV. SPECIAL PROVISIONS**

##### Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### **V. EXCEPTIONS**

GSA #: 58571



**Natural Gas Service Agreement**  
(Residential Customer ID)

Gas Service Agreement Date: Nov 8, 2024  
Work Order # 1034975122

Expiration Date: May 8, 2025  
Termination Date: May 3, 2026

GSA No.: 58571

This Gas Service Agreement (“Agreement”) is made between Avista Corporation dba Avista Utilities (“Avista”) and the party whose name appear in the signature block below, (“Customer”) (sometimes, individually, a “Party” and collectively, the “Parties”).

**The Parties agree that:**

1.0 Avista will provide and own the natural gas facilities necessary to furnish natural gas service to the Customer at the single point(s) of delivery identified in Exhibit A, attached hereto (“Customer’s Premises”). So long as any site preparation and finishing work that Customer is required to perform has been completed, Avista will make every reasonable effort to commence construction of such facilities within thirty (30) days after receipt of a copy of this Agreement signed by Customer, along with the payment of any applicable cost responsibility. Avista will install its gas facilities using the method of construction it deems appropriate.

2.0 Term of Agreement. This Agreement will become effective when executed by both Parties. If this Agreement is not executed prior to the Expiration Date set forth below, then the offer contemplated by this Agreement is deemed automatically revoked. Notwithstanding anything to the contrary herein, this Agreement will automatically terminate and be of no further force and effect if, through no fault of Avista, Avista has been unable to commence the work contemplated to be performed under this Agreement prior to the twelve (12) month anniversary of the Expiration Date. In the event that this Agreement automatically terminates as provided herein, Avista shall refund all amounts paid by Customer less any actual costs incurred by Avista arising out of or related to this Agreement.

**3.0 Natural Gas Service Piping or Main Extensions**

3.1. Avista will extend natural gas service to Customer’s Premises in accordance with its “Gas Extension Policy” Schedule 151 filed with the applicable state commission. By signing this Agreement, Customer authorizes Avista or Avista’s agent to proceed with work necessary to accomplish the extension of gas service on Customer’s Premises.

3.2 Customer grants Avista the right to remove or otherwise disturb lawns, shrubs, landscaping, driveways and sidewalks or other improvements on Customer’s Premises, as is reasonably necessary, for the purpose of installing, maintaining or removing Avista’s gas service facilities, and without any obligation on Avista to restore, repair or reimburse Customer for any resulting damages.

3.3 Customer acknowledges that the installation or removal of gas service may result in the disruption of Customer’s facilities including, but not limited to, sprinkler systems, septic or sewer systems and underground household wiring and Avista is not responsible for any damage resulting from such disruption.

3.4. Customer acknowledges that in the event Customer requests that Avista install the facilities applicable under the Agreement during adverse ground/construction conditions (“Adverse Conditions”) including without limitation, frozen ground due to winter weather, blasting, and excavation costs, Customer will be responsible for the repair of landscaping and all other costs resulting from such Adverse Conditions, whether known or unknown; any presently known exceptional costs will be identified on Exhibit A.

4.0 Avista will extend gas service to Customer’s Premises in accordance with its “Line Extension, Conversion and Relocation Schedule” (Schedule 151) filed with the applicable state commission.

5.0 Customer shall be responsible for any preparatory and/or finishing work, including staking, associated with the electric service applicable under this Agreement and such responsibilities will be described in the “Special Provisions/Scope of Work” section of

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Exhibit A. All such work must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work. If Customer's failure to properly perform any preparatory and/or finishing work delays Avista's ability to perform any work, Customer shall be responsible for any costs incurred by Avista due to Customer's failure to properly perform such preparatory and/or finishing work.

6.0 Safety Inspections. Customer is advised that there are areas where Avista may perform an initial, one-time safety inspection of the fuel gas piping and installed gas equipment. Such inspection does not substitute for a complete mechanical inspection, and Customer is further advised that Avista assumes no responsibility for the quality of workmanship, testing of safety devices, or compliance with adopted codes or ordinances pertaining to fuel gas piping or gas appliances on Customer's side of the gas meter. Customer acknowledges that Customer (or Customer's installing dealer) is ultimately responsible for proper equipment installation, permit applications, code compliance, inspections, and testing of safety devices. Customer is advised to ascertain whether the dealer or contractor performing gas installation work on Customer's behalf is licensed as required by the local authority having jurisdiction.

7.0 Natural Gas Extension Costs. Customer's cost responsibility will be calculated in accordance with and subject to Avista's effective rates, rules and regulations in its state commission-approved Tariffs in effect at the time of execution of this Agreement. Before Avista commences any work associated with the Natural Gas Service extension, Customer shall pay to Avista the Initial Deposit specified in Exhibit A. This Initial Deposit is collected to secure Customer's commitment to the gas line extension to the Customer's Premises and to cover the initial expenses for the extension. Customer shall also be responsible for, and within ten (10) days of demand compensate Avista for, any additional exceptional costs encountered during construction and/or costs resulting from changes requested by Customer. After completion of the Natural Gas Service extension to the Customer's Premises, Avista will provide Customer with a final invoice reflecting the total costs for the extension and the final balance to be paid by Customer. The final balance will account for the total costs associated with the Natural Gas Service extension to the Customer's Premises, less the Initial Deposit and all other payments made by Customer to Avista in connection with the Natural Gas Service extension. The final balance will be due and payable to Avista within thirty (30) days of the date of the final invoice. Any applicable refunds will be calculated solely by Avista in accordance with its state commission-approved Tariffs in effect at the time of execution of this Agreement.

8.0 Customer must notify Avista in writing and in advance of the addition of any gas load to allow Avista adequate time to make any necessary modifications to its facilities and to calculate any additional costs for which Customer shall be responsible. In the event Customer fails to provide Avista with the required written notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.

9.0 Notice of Encroachment. Customer is required to notify Avista in instances where Customer determines that a proposed building project on Customer's property may encroach on or cross over Avista's overhead or underground lines, meters and/or other facilities, prior to starting construction of the proposed project. All costs related to the subsequent relocation of any Avista facilities necessitated by such encroachment will be Customer's responsibility.

10.0. Underground Locates. Prior to doing any required excavating in connection with this Agreement, Avista will utilize the state-mandated one-call service to mark the location of other entities' underground utilities on Customer's property. Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements within Customer's property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to the start of work by Avista. In the event Customer fails to identify or expose any such underground facilities, Customer will be responsible for the repair of such facilities, at Customer's sole expense.

11.0 Easements and Access to Property. Customer authorizes Avista or Avista's agents to do all work necessary on Customer's property to accomplish the installation, operation, inspection, replacement and maintenance (including without limitation, pruning and/or removing vegetation) of Avista's gas facilities, and if requested by Avista, shall provide, without cost to Avista, easements in a form satisfactory to Avista, that provide for Avista's facilities to be located over, on, across and/or under Customer's property

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covering rights-of-way for the installation, operation, inspection, replacement, and maintenance of Avista's facilities. In the event Avista incurs fees to secure permits, rights-of-way, and/or inspections to access Customer's property, Customer shall reimburse Avista for the actual costs applicable for securing such permits, rights-of-way, and/or inspections.

12.0 Indemnification. Subject to applicable law, Customer shall indemnify, hold harmless and defend Avista, its directors, officers, employees, and agents, from and against all claims, demands, suits, losses, expenses (including court costs and reasonable attorneys' fees), and damages ("Loss"), brought against or incurred by Avista resulting from, arising out of, or in any way connected with any act, omission, fault, or negligence of Customer or its invitees, employees, agents, subcontractors and suppliers of any tier. In the event that any such Loss is caused by the concurrent negligence of both Avista and Customer, including their invitees, employees, agents, suppliers and subcontractors, the Loss will be borne by Customer and Avista in the proportion that their respective negligence bears to the total negligence causing such Loss.

### 13.0 Miscellaneous Provisions.

13.1 Assignment by Customer. Customer shall not assign the Agreement or any right or interest in the Agreement without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's option. No such assignment, with or without Avista's prior written consent, will relieve Customer from its responsibilities under this Agreement.

13.2 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

13.3 Survival. Any provisions of the Agreement that, by their sense and context, are intended to survive performance by either or both Parties pursuant to the Agreement will survive the completion of performance and termination of the Agreement.

13.4 Governing Law and Venue. This Agreement will be construed and interpreted in accordance with the laws of the State in which Customer's Premises is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

13.5 Electronic Signatures. Each party agrees that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures.

14.0 This Agreement consists of the following documents which are (i) incorporated into the Agreement, (ii) listed in the descending order of precedence, and (iii) attached or referenced: this Natural Gas Service Extension Agreement and the Exhibits attached hereto.

15.0 This Agreement contains all of the terms and conditions agreed upon by the Parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall bind any of the Parties, unless reduced to writing and signed by each Party.



This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_  
Amount \$0.00  
Previous Extension #: \_\_\_\_\_

Or Other: \_\_\_\_\_

**Avista Corporation**

**Customer: City Of Bonners Ferry**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Rob Sherrill  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

Customer Project Coordinator  
\_\_\_\_\_  
Job Title

\_\_\_\_\_  
Job Title

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

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

GSA# 58571  
Work Order #: 1034975122

**Please Remit To:**

**Avista Utilities** 100 N Lincoln, MSC-R13, Sandpoint, ID 83864

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): OWNER

Name: City Of Bonners Ferry  
 Mailing Address: PO BOX 149  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

Located At: 7232 MAIN ST  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: BOUNDARY  
 Estimated Construction Contribution Scale: \_\_\_\_\_

**III. ESTIMATED CONSTRUCTION CONTRIBUTIONS**

ESTIMATED CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: City Of Bonners Ferry WORK ORDER# 1034975122  
 MAILING ADDRESS PO BOX 149  
 BONNERS FERRY, ID 83805

GSA	GSA Type	Length	Rate Per Ft	Fixed Rate	Totals
Service - Customer Ditch - 3/4		45	\$10.38	\$0.00	\$467.10
Tap - Steel		0	\$0.00	\$139.00	\$139.00
GSA - Total					
TOTAL CONSTRUCTION COSTS					\$606.10
TOTAL CREDITS					\$606.10
<b>NET CUSTOMER COST</b>					<b>\$0.00</b>

**Initial Deposit requested in the amount of \$ \_\_\_\_\_ . When paid will be reduced from Net Customer Cost.**

These costs are estimates only and are effective through May 8, 2025, provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer.

#### **IV. SPECIAL PROVISIONS**

##### Customer's Responsibilities

UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### **V. EXCEPTIONS**

GSA #: 58571



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CLERK/TREASURER

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**TO:** Mayor and City Council  
**FROM:** Deborah Garcia, Clerk/Treasurer  
**DATE:** November 15, 2024  
**RE:** **Shredding Bins and Service**

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Staff received a quote from Access for shredding bins and shredding service that would come to city hall and shred what is in our bins one time per month. After looking at purchasing a good commercial shredder the prices were between \$3,000.00 and \$5,000.00 plus you have maintenance costs as well. Our current shredder is not able to be repaired as we have had several people try. After talking with our attorney who told us that the county used a service, I reached out to Pam, and she shared the information of who they were using, and we reached out to them for a quote. There would be two bins, one in the clerk's office and one in the Police Department. The cost is for both bins and 12 months of service at \$1320.00.

Thank you for your consideration,

Deborah Garcia  
Clerk/Treasurer



**Recurring Secure Destruction Services - SERVICE AGREEMENT**

Access Entity ("ACCESS"): Record Xpress of California LLC  
 Address: 22210 W Sprague Road  
 City, State/Prov, PostalCode: Reardan, WA 99029

**CLIENT INFORMATION**

**Client Service Location**

Multiple locations apply. (List of additional locations is attached.)

<b>Company Entity Name ("CLIENT")</b> City of Bonners Ferry		<b>Contact Name/Title or Position</b> Lara Tyler, Admin	
<b>Address</b> 7232 Main Street	<b>City</b> Bonners Ferry	<b>State/Prov</b> ID	<b>Zip/Postal Code</b> 83805
<b>Telephone</b> 208-267-3105	<b>Contact Person's Email</b> ltyler@bonnersferry.id.gov		

**Billing Address**

Tax Exempt

<b>Company Entity Name</b> City of Bonners Ferry		<b>Contact Name/Title or Position</b> Lara Tyler, Admin	
<b>Address</b> 7232 Main Street	<b>City</b> Bonners Ferry	<b>State/Prov</b> ID	<b>Zip/Postal Code</b> 83805
<b>Telephone</b> 208-267-3105	<b>Contact Person's Email</b> ltyler@bonnersferry.id.gov		

**SERVICE DESCRIPTION | FEES**

**Service Type:** In-Plant

**Shredding Containers:**

Service Description	Est. Quantity	Annual Total
Scheduled Shred Rotation - Plant	12.00	\$600.00
Executive Console - Scheduled Rotation / Plant	12.00	\$240.00
65 Gallon Bin - Scheduled Rotation / Plant	12.00	\$480.00
<b>ESTIMATED FEES</b>		<b>\$1,320.00</b>

*\*The fees stated are an estimated amount based on the type, description and quantity of the Materials and are exclusive of any taxes ("Estimated Fees"). The Estimated Fees are subject to change if the type, description and quantity of Materials are changed by CLIENT. If the Estimated Fees are changed, the actual fees owed by CLIENT will be reflected in CLIENT's invoice.*

**Additional Price Schedule Attached**

**Frequency of Service:** Monthly

**Agreement Length:** 5 (years)

**PAYMENTS**

**Payment Type:** Invoice after Pickup

**AGREED**

ACCESS and CLIENT agree to the terms and conditions included and made a part hereof, to be effective as of the last signature date below (the "Effective Date").

**CLIENT**

**ACCESS**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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



## TERMS AND CONDITIONS

1. ACCESS will destroy the materials that are designated by CLIENT for destruction (such materials hereinafter called "Materials") in accordance with industry standards (the "Services"). Upon request, ACCESS shall provide to CLIENT a certificate of destruction for the destroyed Materials.
2. CLIENT represents and warrants that (i) it is the owner or legal custodian of all Materials; (ii) it is in compliance with all laws, regulations and agreements relating to the confidentiality, retention and disposition of the Materials and it has the right to destroy same; and (iii) no Materials contain toxic, hazardous or dangerous substances, substances regulated under any environmental law, or items that may damage ACCESS' shredding equipment. Access shall keep all Materials confidential.
3. ACCESS is not liable for (i) any loss or damages whatsoever relating to the Materials or its destruction by ACCESS or (ii) for the repair, replacement or restoration of any destroyed Materials or (iii) for the dissemination or release of Materials. ACCESS' maximum liability, if any, for any and all claims arising hereunder shall not exceed the aggregate amount paid by CLIENT during the six (6) months preceding the incident or service from which the claim arose. ACCESS WILL IN NO EVENT BE LIABLE TO CLIENT OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) ARISING FROM THIS AGREEMENT UNDER ANY CAUSE OF ACTION WHATSOEVER, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT, OR OTHERWISE, EVEN IF ACCESS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.
4. CLIENT hereby releases ACCESS, and will indemnify and hold ACCESS and its officers, directors, shareholders, members, employees and agents harmless, from and against any and all liabilities, damages, penalties, costs or expenses, including reasonable attorneys' fees, arising from any breach of CLIENT's representations; and from any damage to ACCESS' shredding equipment caused by CLIENT's Materials. CLIENT shall pay ACCESS' reasonable costs and attorneys' fees in collecting the charges due hereunder.
5. In the event CLIENT is a "Covered Entity" as defined in 45 CFR Part 160, the Business Associate Agreement found at [www.accesscorp.com/baa](http://www.accesscorp.com/baa) is specifically incorporated herein by reference and is binding upon the parties. In the event CLIENT or its Materials are subject to the EU General Data Protection Regulation ("GDPR"), the terms of the GDPR Data Processing Addendum found at [https://www.accesscorp.com/gdpr\\_terms/](https://www.accesscorp.com/gdpr_terms/) shall be and are specifically incorporated herein by reference and are binding upon the parties as if fully set forth herein.
6. ACCESS may provide one or more of the following Services as set forth on page one of the Service Agreement: (i) provide all consoles, bins and other equipment ("Consoles") at CLIENT's facilities for the collection of papers or other materials to be destroyed; (ii) service the Consoles as indicated on page one of the Service Agreement or as needed; (iii) provide mobile or plant based shredding as indicated on page one of the Service Agreement or as needed; and (iv) destroy the Materials that are placed in Consoles or are otherwise designated by CLIENT for destruction in accordance with industry standards.
7. CLIENT shall pay the greater of (i) the Monthly Minimum Charge; or (ii) the Service Fees for services rendered, both of which are set forth on page one of the Service Agreement. CLIENT shall also pay ACCESS' charges (as determined by ACCESS) (a) for unscheduled trips to CLIENT's location requested by CLIENT, and (b) in the event CLIENT declines scheduled Console service or on-site shredding without prior notification. Charges are fixed for the first twelve (12) months of the term; thereafter ACCESS may amend pricing and services thirty (30) days after notice of any change is sent to CLIENT, Payments for all charges billed by invoice are due in full within thirty (30) days of the invoice date. Payments received may be applied to the oldest invoices due. Amounts not paid by CLIENT when due shall accrue interest at the lesser of 18% per annum, compounded monthly, on the outstanding amount or the maximum rate permitted by law. Credit card or ACH payments that are denied shall result in a fifty dollar (\$50.00) service charge. The amount of any applicable taxes shall be added to CLIENT's invoice and paid by the CLIENT. ACCESS may impose a fuel surcharge in accordance with its policies based upon published energy prices by the US Department of Energy. Such surcharges apply to transportation activity and/or secure destruction services and may fluctuate depending on the Department's monthly statistics and industry scale.
8. Consoles remain the property of ACCESS at all times. CLIENT will not file any lien, nor allow any lien to be filed against the Consoles. Any lien shall be removed by CLIENT within thirty (30) days. CLIENT shall only place paper products in Consoles designated for paper and tapes and other materials ACCESS has agreed to destroy in the Consoles designated for such materials. CLIENT shall not place in Consoles or provide for destruction any other materials considered to be highly flammable (other than paper), explosive, toxic, biohazardous waste, or are otherwise illegal, dangerous and/or unsafe. CLIENT will reimburse ACCESS upon invoice for all loss or damage to the Consoles at the then-current replacement cost, reasonable wear and tear excepted.
9. The initial term of this Agreement shall be for five (5) years unless otherwise stated on page one of the Service Agreement, beginning on Effective Date, and shall thereafter automatically renew for additional one (1) year terms unless terminated by either party, by written notice, at least sixty (60) days prior to the expiration of the then-current term.
10. Upon termination by either party or expiration, ACCESS shall pick up all Consoles located at CLIENT's facilities and CLIENT shall pay a removal fee of fifty dollars (\$50.00) per Console. CLIENT shall pay all amounts due prior to the actual termination date of the Agreement. Notwithstanding the expiration or termination of this Agreement for any reason: (i) all of the terms hereof shall apply until ACCESS' Consoles are removed from CLIENT's facilities; and (ii) all liability for breach of this Agreement and all express indemnification obligations and limitations on liability provided herein shall survive such expiration or termination.
11. CLIENT may terminate this Service Agreement upon a material breach thereof by ACCESS, which breach is not cured, to the extent possible, by ACCESS within ninety (90) days after written notice thereof. If CLIENT fails to pay any amount due hereunder when due, or if CLIENT otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days after notice thereof, or if a bankruptcy petition is filed by or against CLIENT, ACCESS may terminate this Service Agreement, in which case, in addition to all of its rights and remedies at equity or in law, CLIENT shall be liable for the balance of the term for the greater of the Monthly Minimum Charge or all fees and charges for the balance of the term for all scheduled services.
12. In the event ACCESS is prevented, hindered or delayed from the performance of any act required hereunder by reason of strike, lock out, Acts of God, legal process, power or communication system failures, unusual traffic delays or any other reason not directly the fault of ACCESS, then performance of such act shall be extended for a period equivalent to the period of such delay.
13. CLIENT shall indemnify ACCESS from and against any and all liability, costs, expenses, penalties, and damages arising from placing prohibited items in the Consoles. ACCESS shall be entitled to all legal and equitable remedies in the enforcement of its rights hereunder, including its reasonable attorneys' fees, litigation expenses and costs of collection incurred in connection with such enforcement.
14. This Agreement and any addenda attached hereto and agreed to by the parties in writing, is the entire agreement between the parties with respect to its subject matter, and supersedes any and all prior agreements and arrangements, whether oral or written, between the parties. No term or condition on CLIENT's purchase order or any other instrument, agreement or understanding shall be binding upon ACCESS unless agreed to by ACCESS in writing.
15. The failure of either party to exercise any of its rights under this Service Agreement or to require the performance of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof. A waiver of any right under this Agreement is effective only if in writing and signed by the party against which such waiver is to be enforced. If any provision is determined to be illegal, invalid, or otherwise unenforceable by any judicial or administrative body, the other provisions shall survive, remain in full force and effect and shall be interpreted to give effect to the intention of the parties. Any notices to be given by one party to the other (other than routine requests for service and notices under paragraph 7 shall be given in writing either personally, by national overnight delivery service or by US Postal Service by certified mail, return receipt requested. Notices shall be sent to the CLIENT at its office identified on page one of this Service Agreement hereof and to the ACCESS address stated on page one of the Agreement unless notice of a new address is given and received in accordance with this paragraph. Nothing in this Agreement shall be deemed to constitute or create a partnership, joint venture, agency or fiduciary relationship between the parties hereto. This Service Agreement may not be assigned by CLIENT without ACCESS' written consent, which shall not be unreasonably withheld. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts, excluding its choice of law provisions. The parties consent to the exclusive jurisdiction of the applicable Federal or Massachusetts State Courts with jurisdiction of Suffolk County, Massachusetts as the venue for any legal action arising out of or relating to this Agreement.
16. This Service Agreement contains all of the terms and conditions with respect to the services provided by ACCESS hereunder.

**PRICE SCHEDULE**

Pricing is quoted in USD dollars and is exclusive of all taxes.

**Schedule B  
City of Bonners Ferry  
Price Effective 11/22/2024**

**Shredding – Schedule Service**

<b>Product Name</b>	<b>Price</b>	<b>Unit of Measure</b>	<b>Additional Description</b>
Executive Console - Scheduled Rotation / Plant	\$20.0000	Per Trip	
65 Gallon Bin - Scheduled Rotation / Plant	\$40.0000	Per Trip	
95 Gallon Bin - Scheduled Rotation / Plant	\$55.0000	Per Trip	
Shredding Service Minimum - Plant	\$35.0000	Per Trip	
Executive Console - Initial Delivery	\$0.0000	Per Item	
65 Gallon Bin - Initial Delivery	\$0.0000	Per Item	
95 Gallon Bin - Initial Delivery	\$0.0000	Per Item	

**Shredding – Additional Services**

<b>Product Name</b>	<b>Price</b>	<b>Unit of Measure</b>	<b>Additional Description</b>
Deliver Shred key	\$5.0000	Per Item	
Project Management - Recurring Shred	\$250.0000	Per Hour	

**Shredding – Transportation**

<b>Product Name</b>	<b>Price</b>	<b>Unit of Measure</b>	<b>Additional Description</b>
Scheduled Shred Rotation - Plant	\$50.0000	Per Trip	
Shred Rotation - Attempted Shred Service	\$35.0000	Per Trip	
Unscheduled Shred Rotation	\$55.0000	Per Trip	



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CLERK/TREASURER

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**TO:** Mayor and City Council  
**FROM:** Deborah Garcia, Clerk/Treasurer  
**DATE:** November 15, 2024  
**RE:** **Flower Baskets**

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The city received a couple of quotes for flower baskets for this coming year. After reviewing the quotes and taking into consideration that one is with delivery and does not deliver. Staff recommend going with the quote from Garden Springs which will include 72 baskets that are 18 inches. The cost is \$60 per basket with delivery, but there may be additional cost for the flower request and so I am asking for approval for up to \$4500.00

Thank you for your consideration,

Deborah Garcia  
Clerk/Treasurer



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/ Administrator  
**DATE:** November 14, 2024  
**RE:** City Staff Christmas Party Proposal

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Staff has discussed options for having a Christmas event this year. The ideas of gift cards versus a party has been discussed with each of the departments, producing varying opinions. Last year the City Council gave \$50 gift cards to each employee for local stores and restaurants. Below is a proposal that has been discussed by staff for Council consideration:

- Give each employee a \$25 gift card to a local business. (Proposed Cost = \$1,500)
- Allow City staff to purchase food for a meal at the new City water/sewer shop that would be prepared by City staff. (Proposed Cost = \$500)

Total cost of proposal = \$2,000

This proposal would much cheaper than catering a party and would bring City employees and the Council together for a meal before Christmas. City staff is always appreciative of anything that Council opts to do for Christmas.

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

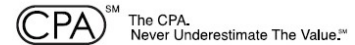
Thank you,

Mike



Condie  
Stoker  
& Brown

CERTIFIED PUBLIC ACCOUNTANTS



A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

November 8, 2024

Honorable Mayor and City Council  
City of Bonners Ferry  
Bonners Ferry, Idaho 83805

We are pleased to confirm our understanding of the services we are to provide for the City of Bonners Fairy, Idaho for the year ended September 30, 2023.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of The City of Bonners Fairy, Idaho as of and for the year ended September 30, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The City of Bonners Fairy, Idaho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The City of Bonners Fairy, Idaho's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of the City's Share of Net Pension Liability and Contributions – PERSI Based Plan

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The City of Bonners Fairy, Idaho's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of The City of Bonners Fairy, Idaho in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Mayor and City Council of The City of Bonners Fairy, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.



The audit documentation for this engagement is the property of Condie, Stoker & Brown and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant Agency, Oversight Agency for Audit, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Condie, Stoker & Brown personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Vanessa Davis, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit once the books are audit ready or on approximately May 1, 2024, whichever happens last.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$25,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

## **Reporting**

We will issue written reports upon completion of our Audit. Our reports will be addressed to the Mayor and City Council of The City of Bonners Fairy, Idaho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report (that does not include an opinion) on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to The City of Bonners Fairy, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Condie, Stoker & Brown".

Condie, Stoker and Brown

RESPONSE:

This letter correctly sets forth the understanding of The City of Bonners Fairy, Idaho.

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

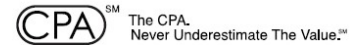
Title: \_\_\_\_\_

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



Condie  
Stoker  
& Brown

CERTIFIED PUBLIC ACCOUNTANTS



A PARTNERSHIP OF PROFESSIONAL CORPORATIONS

November 8, 2024

Honorable Mayor and City Council  
City of Bonners Ferry  
Bonners Ferry, Idaho 83805

We are pleased to confirm our understanding of the services we are to provide for the City of Bonners Ferry, Idaho for the year ended September 30, 2024.

### **Audit Scope and Objectives**

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements, of The City of Bonners Ferry, Idaho as of and for the year ended September 30, 2024. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement The City of Bonners Ferry, Idaho's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to The City of Bonners Ferry, Idaho's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedule – General Fund
- 3) Schedule of the City's Share of Net Pension Liability and Contributions – PERSI Based Plan

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

## **Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit**

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We have identified the following significant risks of material misstatement as part of our audit planning: management override of controls and improper revenue recognition.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of financial statements does not relieve you of your responsibilities.

### **Audit Procedures—Internal Control**

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of The City of Bonners Fairy, Idaho's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements, schedule of expenditures of federal awards, and related notes of The City of Bonners Fairy, Idaho in conformity with accounting principles generally accepted in the United States of America and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statements, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Responsibilities of Management for the Financial Statements**

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to [include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to the Mayor and City Council of The City of Bonners Fairy, Idaho; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Condie, Stoker & Brown and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a Cognizant Agency, Oversight Agency for Audit, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Condie, Stoker & Brown personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a Cognizant Agency, Oversight Agency for Audit, or Pass-through Entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Vanessa Davis, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit once the books are audit ready or on approximately May 1, 2024, whichever happens last.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$25,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

## **Reporting**

We will issue written reports upon completion of our Audit. Our reports will be addressed to the Mayor and City Council of The City of Bonners Fairy, Idaho. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report (that does not include an opinion) on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to The City of Bonners Fairy, Idaho and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in cursive script that reads "Condie, Stoker & Brown".

Condie, Stoker and Brown

RESPONSE:

This letter correctly sets forth the understanding of The City of Bonners Fairy, Idaho.

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

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

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