

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 5, 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

GUEST

Vanessa Davis with Condie Stoker & Brown presenting the FY 2021 and FY 2022 Audit for the City of Bonners Ferry.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll

NEW BUSINESS

3. **PLANNING AND ZONING- (action item)** [attachment]- Aldairy Estates Subdivision (formerly Judy's Subdivision) File #S03-23, a 5-lot residential subdivision off Alderson Lane:
 - a. **(action item)**- Consideration of surety bond for completion of improvements after final plat approval in the amount of 150% of estimated cost to complete and approval of surety agreement.
 - b. **(action item)**- Consideration of warranty bond for completed improvements in the amount of 25% of total cost of improvements and approval of surety agreement.

- c. **(action item)**- Acceptance by city council of completed public Improvements.
 - d. **(action item)**- Approval of final plat and authorization by council for mayor and city clerk to sign the final plat.
4. **SEWER- (action item)** [attachment]- Consider approval of ICDBG agreement and Request for Funds for Lift Station 5 funding and authorize the mayor to sign.
 5. **SEWER- (action item)** [attachment]- Consider approval of amendment to contract with Welch-Comer Engineers to add Exhibit F.
 6. **CITY- (action item)**- Consider approval for Barb LePoidevin to decorate the Georgia Mae Plaza for Christmas.
 7. **CITY- (action item)** [attachment]- Consider approval to use junk sold funds from FY23 and FY24 to purchase a new Skyline Christmas Decoration for \$1677.00.
 8. **CITY- (action Item)** (attachment)- Consider declaring eight City vehicles as surplus and authorize staff to sell by sealed bid process.
 9. **CITY- (action Item)** [attachment] Consider sponsoring the Chamber of Commerce event Hometown Holidays event on December 7, 2024, at the Georgia Mae Plaza.

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

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

DATE: November 1, 2024

RE: Planning and Zoning – Aldairy Estates Subdivision File #S03-23

Attached with this memo are several documents that are required for the developer of Aldairy Estates to formally plat their property. Listed below are the items for consideration by the Council. The City Planner has also provided suggested motions that correspond with the items below, and Clare should be available for any questions during the meeting.

With respect to Item c, I do, as the City Engineer recommend acceptance of the water and sewer mains that have been installed to serve the proposed subdivision.

If the City Council does opt to approve the final plat and the other required items, I recommend making three separate motions as indicated in bold for this proposal.

Aldairy Estates Subdivision (formerly Judy's Subdivision) File #S03-23, a 5-lot residential subdivision off Alderson Lane:

- a. Consideration of surety bond for completion of improvements after final plat approval in the amount of 150% of estimated cost to complete and approval of surety agreement
- b. Consideration of warranty bond for completed improvements in the amount of 25% of total cost of improvements and approval of surety agreement
- c. Acceptance of completed public infrastructure
- d. Approval of final plat

Items a. and b.: SUGGESTED MOTION FOR SURETIES: I move to approve the Graubart-Gorshe Living Trust surety in lieu of completion of the required installation of the concrete sidewalk, curb, gutters, and asphalt concrete pavement and the warranty surety for completed water and sewer improvements for the Aldairy Estates subdivision, in the total amount of \$95,512.60 and authorize the mayor to sign the Subdivision Surety Agreement and accept the bonds as presented.

Item c: SUGGESTED MOTION FOR COMPLETED IMPROVEMENTS: I move to accept the completed water and sewer improvements for the Aldairy Estates subdivision, based upon the project engineer's certification of completeness and recommendation from the city engineer.

Item d: SUGGESTED MOTION TO APPROVE FINAL PLAT: I move to approve the final plat of Aldairy Estates subdivision, File #S03-23, and authorize the mayor and clerk to sign the final plat, finding that all requirements of preliminary plat approval have been met or surety has been provided for completion of the public infrastructure.

Please contact me with any questions you may have.

Thank you,

Mike

MERCHANTS
BONDING COMPANYTM

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

PUBLIC IMPROVEMENT BOND

Bond No.: 101264222

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust as
Principal, and Merchants National Bonding, Inc. (hereinafter called the Surety) are
held and firmly bound unto the City of Bonners Ferry, Idaho
as Obligee, in the penal sum of Ninety Five Thousand, Five Hundred Twelve and 60/100 Dollars
dollars (\$95,512.60), lawful money of the United States to the payment of which sum
well and truly to be made, the Principal herein firmly binds himself (themselves), their heirs,
executors, and administrators, and the said Surety binds itself, its successors, assigns, executors
and administrators, jointly and severally, firmly by these presents.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, THAT, whereas the above
bounden Principal received permission to perform certain work associated with the _____
Plat of Aldairy Estates Subdivision, located in Section 34, Township 62 North, Range 1 East, B.M.
project, Project Number: S03-23

WHEREAS, the above bounden Principal has agreed to furnish all material and labor
necessary for installation of the following improvement(s):
identified as Item Nos. 1.07 and 1.08 in the Engineer's Estimate, Exhibit A of the Subdivision Surety Agreement, for
concrete sidewalk, curb and gutter, and asphalt concrete pavement of roads.

ALL such improvements to be completed in accordance with specifications used by the
Obligee for like improvements and to the approval and acceptance of the Obligee as specified
in the executed Subdivision Surety Agreement.

NOW, if the Principal shall in all respects fulfill this said obligation according to the terms
thereof, and shall satisfy all claims and demands incurred for same and shall fully indemnify and
save harmless the Obligee from all costs and damages which it may suffer by reason of failure
to do so and shall fully reimburse and repay the Obligee all outlays and expenses which it may
incur in making good any such default, then this obligation is to be void and of no effect;
otherwise to remain in full force and effect.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 2nd day of
October, 202024.

Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust
Principal

By gudy g gorshe
Timothy R. Gorshe, Owner
Merchants National Bonding, Inc.

By [Signature]
Jeremy Crawford, Attorney-In-Fact

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 2nd day of October, 2024.



MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By

President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 2nd day of October, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of October, 2024.



Secretary

MERCHANTS
BONDING COMPANY[™]

MERCHANTS NATIONAL BONDING, INC. P.O. BOX 14498, DES MOINES, IOWA 50306-3498
PHONE: (800) 678-8171 FAX: (515) 243-3854

**PUBLIC IMPROVEMENT
MAINTENANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS: Bond No. 101264221

That Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust
_____ of Idaho
_____ as Principal, and the Merchants National Bonding, Inc. as Surety are held and firmly bound unto
The City of Bonners Ferry, Idaho
_____ in the penal sum of Nine Thousand, Five Hundred and 00/100
(\$9,500.00) DOLLARS, lawful money of the United States of America, for the payment of
which, well and truly to be made, the Principal and Surety bind themselves, their and each of their
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed and delivered this 2nd day of October, 2024.

WHEREAS, the Principal furnished certain material and labor necessary for the construction of the
A warranty guaranteeing the work and repair of any defects in the Improvements that occur within two (2) years
of the first acceptance of the completed work by the City, identified as Item Nos. 1.03-1.06 in the Engineer's
Estimate, Exhibit A, for water and sewer improvements, for the Aldairy Estates Subdivision, File #S03-23
project in conformity with certain specifications identified in the executed Subdivision Surety Agreement
between the City of Bonners Ferry and the Principal, and

WHEREAS, the Principal is required to furnish a bond of indemnity, guaranteeing to remedy any defects
in workmanship or materials that may develop in certain items of said work within a period of 2 (two) years
from the date of acceptance of the work;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal does
and shall, at the Principal's own cost and expense, remedy any and all defects that may develop in said
items of work, within the period of 2 (two) years from the date of acceptance of the work, by reason
of bad workmanship or poor material used in the construction of said work, and shall keep all work in
continuous good repair during said period, and shall in all other respects, comply with all
requirements with respect to maintenance and repair of said work, then this obligation to be null and void;
otherwise to be and remain in full force and virtue in law as specified in the executed Subdivision
Surety Agreement between the City of Bonners Ferry and the Principal.

It is agreed that while the Principal shall be and remain liable for failure to adhere to the specifications
which form the basis for the work, the Surety, inasmuch as the original work was not bonded, shall be
obligated only to assure the maintenance of the work in the condition in which it existed at the time the
work was accepted. Any obligation beyond this shall be that of only the Principal.

Approved _____

Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust

By _____

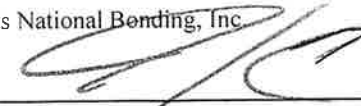
By

Principal

Timothy R. Gorshe, Owner

Merchants National Bonding, Inc

By


Jeremy Crawford, Attorney-In-Fact

MERCHANTS BONDING COMPANY, INC.

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa, d/b/a Merchants National Indemnity Company (in California only) (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Jeremy Crawford

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and April 27, 2024 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015 and amended on April 27, 2024.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

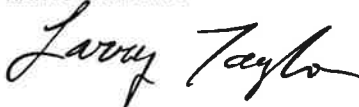
In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 1st day of October, 2024.

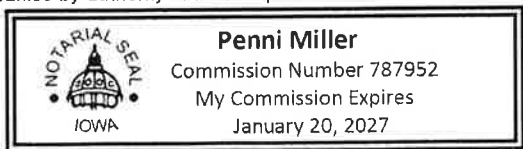


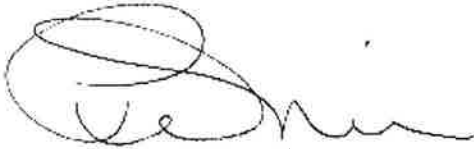
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.
d/b/a MERCHANTS NATIONAL INDEMNITY COMPANY

By 
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 1st day of October, 2024, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.




Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, Elisabeth Sandersfeld, Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of October, 2024.




Secretary

the community. It is the expectation that in most cases, off-site improvements will be dealt with through the agreements.

Staff: No dedication of off-site amenities are proposed. The draft conditions of approval provide that the developer shall improve the public access to the subdivision to minimum city standards. The applicant is proposing to build a private roadway, dedicated to the homeowners. The City draft conditions of approval would require the road to be built to City standards. Sewer and water extensions are to be provided by the developer.

CONDITIONS OF APPROVAL:

Completed

1. The final plat shall be in substantial compliance with the approved preliminary plat and shall be prepared and filed in accord with requirements of Chapter 4, Title 12 of Bonners Ferry City Code.

Valid thru
Dec. 2025

2. The approval of the preliminary plat and special use permit PUD shall be valid for two (2) years from the date of the written decision. An extension not to exceed two (2) years may be granted by the City Council if it finds progress is being made on the development or circumstances beyond the control of the developer have prevented completion of the project. A written request for the extension must be filed with the city clerk prior to the expiration date.

Completed

Pending final
endorsements by
city; PHD; county
surveyor; treasurer

3. Following approval of the development, the landowner shall file with the City:
a. A final master plan, to include all elements and modifications to the preliminary plan, as approved by the City Council;
b. A final plat prepared in accord with the standards of Title 12;
c. A development agreement required by Titles 11 and 12, that contains

FINAL PLAT MYLAR PREPARED
FINAL SIGNATURES PENDING

Executed
and
recorded
8/15/24

construction and warranty requirements, the conditions of PUD and subdivision approval, specific authorizations for uses and housing types, project phasing and timetables for completion, developer responsibilities, vesting, conveyance of open space and amenities and long-term maintenance, formation of the homeowner association, and any other details specified by the city to define code-required and negotiated elements of development to ensure public benefits are realized and in compliance with the standards of Chapter 7, Title 12. The development agreement is subject to the review and approval of the City Council and shall not be valid until executed by the landowner and City and recorded.

d. Any other documents or details required by the conditions of approval, which shall include at a minimum the following:

i. Pending will serve
letters? PER MIKE, ISSUED.

ii. completed

i. Will-serve letters for sewer and water services from the City;
ii. The filing of construction plans for review and approval for utility infrastructure, street plans, stormwater drainage, fire protection provisions, pathways and connections, and open space amenities;
iii. Maintenance of private roads and amenities, city sewer maintenance

DRAFT CC&RS HAVE BEEN REVIEWED AND APPROVED FOR CITY CONDITIONS

iv. Inspection schedules. i.v.: Mike to update PER 9/24/24; NO FURTHER COMMENT

PENDING COUNTY SURVEYOR REVIEW AND ANY CORRECTIONS

4. The final plat shall:

4a. completed
4b. completed
4c. completed
4d completed

a. Include all public dedications of utility easements or applicable rights-of-way within the owner's certificate and clearly depicted on the plat;
b. Include dedication of private roads, easements, and park land to the homeowner association that exists at the time of plat recording;
c. Depict pathway connections and ownership;
d. Depict required fire turn-around areas;

4e. in owner's certificate

4f. note added

4g. approved road names

- e. Indicate rights of ownership and access for the east and west terminuses of the private streets;
- f. Note approved variations to standards for affected lots as shown on the approved master plan;
- g. Show official road names for the streets, pursuant to Section 12-6-3 E.

City PE Okayed.

5. No construction shall commence until written approval is given by the city engineer. Final construction plans for subdivision improvements shall be provided by the city engineer and administrator for review and approval, pursuant to Section 12-6-2. Improvements shall be completed prior to final plat approval. The plans shall be in substantial compliance with the approved preliminary plat and shall require the developer to:

5a. Surety in lieu for paving

5b. Surety in lieu for paving

5c. Installed; pending state approval QLPE

5d. City PE to verify COMPLETED

5e. City PE to verify; paving surety in lieu COMPLETED

5f. City PE to verify

5g. Project PE to verify SURETY

- a. Construct streets to the minimum city standards and paved;
- b. Pave the public street providing access to the site to city standards from Alderson Lane to a point east of its intersection with the private PUD access easement;
- c. Install water and sewer utilities in accord with the State of Idaho and City standards of Section 12-6-5;
- d. Install fire hydrants, where required by the fire chief and fire code standards, pursuant to Section 12-6-6;
- e. Construct fire code turn-arounds, pursuant to Section 12-6-6;
- f. Install a stormwater drainage system consistent with the requirements of Section 12-6-4;
- g. Construct a pathway for the PUD private amenity that connects to the public sidewalk system to the west.

Minor driveway adjustments approved by city PE

6. Any minor changes to the plat involving adjustments to utility locations, minor lot line adjustments, or other changes resulting in non-substantial changes to the plat that do not affect conditions of approval shall require the written approval of the city engineer or administrator. Major adjustments affecting conditions of approval or increases in density shall require approval of the City Council through the public hearing process.

Surety fee of \$100 was pending as of 9/9/24

7. Prior to final plat, the applicant shall pay any remaining publication, noticing, or processing costs incurred in the processing of the special use permit or subdivision, pursuant to the Bonners Ferry official fee schedule.

FEES PAID 9/11/24 Any affected person aggrieved by a final decision concerning matters identified in section 67-6521(1)(a), Idaho Code may seek judicial review as provided by Idaho Code.

Sincerely,

Rick Alonzo,
Bonners Ferry Mayor

c: City Contract Planner
Ken Davis, Project Surveyor
Larry Bighouse, Project Representative

CITY OF BONNERS FERRY, IDAHO
SUBDIVISION SURETY AGREEMENT
ALDAIRY ESTATES, FILE #S03-23

THIS AGREEMENT made and entered into by and between Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, hereinafter referred to as "**Applicant**," and the City of Bonners Ferry, Idaho, hereinafter referred to as the "**City**" on the _____ day of _____, 2024.

WHEREAS, the Applicant is required by agreement with the City, recorded at Instrument #297803, records of Boundary County, Idaho, to post security for the warranty of public infrastructure improvements completed for subdivision development and for surety in lieu of improvements to be completed after plat approval; and

WHEREAS, certain public improvements have been constructed by the Applicant for the subdivision known as Aldairy Estates, located in Section 34, Township 62 North, Range 1 East, B.M., and depicted on the preliminary copy of said plat, records of the City of Bonners Ferry; and

WHEREAS, the Applicant is requesting final plat approval for Aldairy Estates, pursuant to Bonners Ferry City Code, Title 12, Chapter 4.

NOW THEREFORE, The Applicant covenants and agrees to post security for the warranty of completed public infrastructure improvements and a surety in lieu of completion of improvements prior to final plat, as listed in the attached Exhibit A ("Improvements"), prepared by project engineer Andrew D. Evensen on behalf of the Applicant, and dated July 23, 2024; and the City agrees to accept said security, each in accordance with the terms and conditions of this Agreement, the development agreement, construction agreement, and the applicable Bonners Ferry City Codes.

SECURITY FOR WARRANTY OF COMPLETED IMPROVEMENTS:

Engineer's Estimated Cost of Improvements, Items, 1.03 - 1.06, Exhibit A	Factor	Total Surety
\$38,000.00	25%	\$9,500

SECURITY IN LIEU OF COMPLETION OF IMPROVEMENTS:

Engineer's Estimated Cost of Improvements, Items, 1.07 & 1.08, Exhibit A	Factor	Total Surety
\$63,675.00	150%	\$95,512.60

Simultaneously with the execution of this Agreement, the Applicant shall provide to the City the executed bonds from Merchants Bonding Company, attached here for the purpose of:

1. A warranty guaranteeing the work and repair of any defects in the Improvements that occur within two (2) years of the first acceptance of the completed work by the City, identified as Item Nos. 1.03-1.06 in Exhibit A, for water and sewer improvements, titled "Public Improvement Maintenance Bond."
2. Surety in lieu of completion of improvements, identified as Item Nos. 1.07 and 1.08 in Exhibit A, for concrete sidewalk, curb and gutter, and asphalt concrete pavement of roads, titled "Public Improvement Bond."

For the City, "acceptance" shall be determined as the time the Council approves the plat, accepts the improvements, and authorizes the Mayor and Clerk to sign said plat, as set forth in the development agreement recorded at Instrument #297803, records of Boundary County, Idaho.

The sureties in the total amount of **\$95,512.60 + \$9,500.00**, are subject to the following terms and conditions:

1. This agreement is subject to the Development Agreement for Aldairy Estates recorded at Instrument #297803, records of Boundary County, Idaho.
2. The surety shall remain in full force until the termination of the Warranty Period, as determined by the City of Bonners Ferry. The surety shall only be released upon the written authorization from the City of Bonners Ferry.
3. The surety shall be established in the name of the City of Bonners Ferry, Idaho and shall authorize the city clerk to draw on the surety in the event of the Applicant's failure to construct, replace, or repair the Improvements identified in Exhibit A.
4. The Applicant is responsible for the successful operation and all repairs to the public infrastructure improvements for a period of two (2) years from the first acceptance of the Improvements ("Warranty Period").
5. In the event the Applicant fails or refuses to complete said repairs to the Improvements on or before the expiration of the Warranty Period, the City shall have the right to cash or make demand for, and receive payment of, said Surety, and apply the proceeds thereof to the repair of said improvements and to do so without any recourse by the Applicant. Further, the City, its agents, contractors, or designees shall have the right to enter the subject property as necessary to carry out the completion of the repairs covered by this Agreement.

6. In case of default by the Applicant, if the total cost of repairing said improvements is less than the amount of the Surety, the difference between the actual cost of repairs and the amount of the Surety shall be paid to the Applicant. However, if the cost of repairs is greater than the amount of the Surety, the Applicant agrees to reimburse and hold harmless the City for any additional costs incurred by the City for said repairs.
7. Sixty (60) days prior to the end of the warranty term of this Agreement, the Applicant shall request the city engineer conduct a warranty inspection of the Improvements. Any infrastructure improvements identified as needing repair shall be corrected by the Applicant, at the Applicant's expense, prior to the end of the Warranty Period. The Surety shall not be released until the Applicant has paid all applicable fees and receives inspection approval from the city engineer.
8. If the Applicant is not in default under the terms of this agreement or the development agreement, the City may allow a reduction of the in lieu surety upon completion of construction and acceptance of work by the City, but not less than the 25% of total estimated construction costs required for warranty surety.

IN WITNESS, WHEREOF, the parties hereto have signed this document agreeing to its terms.

EXECUTED BY THE PARTIES ON THE DATES ACKNOWLEDGED IN THE FOLLOWING PAGES:

LANDOWNER: Timothy R. Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

Signed By: <u>Tim Gorshe</u>	
Landowner Name	Date <u>9/20/24</u>
Acknowledgment:	
STATE OF <u>CA</u>)
COUNTY OF <u>Santa Clara</u>) SS.

On this 20th day of Sept., 2024 before me, a Notary Public for the State of CA, personally appeared Timothy Gorshe known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that he executed the same on behalf of said trust.

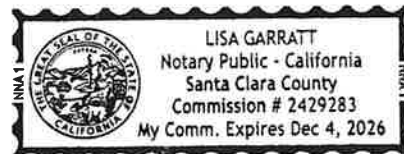
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Lisa Garratt

(Seal)

Notary Public for [state] CA

Residing at: Gilroy, CA



My commission expires: 12/4/26

LANDOWNER: Judith A. Graubart-Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

Signed By: Judith A. Graubart-Gorshe

Landowner Name

Date 9/20/24

Acknowledgment:

STATE OF CA)

COUNTY OF Santa Clara) SS.

On this 20th day of Sept., 2024 before me, a Notary Public for the State of CA, personally appeared Judith G. Gorshe known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that she executed the same on behalf of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Lisa Garratt

Notary Public for [state] CA

Residing at: Gilroy, CA

My commission expires: 12/4/24



(Seal)

CITY OF BONNERS FERRY, IDAHO

Signed By:

Mayor Rick Alonzo, Bonners Ferry Mayor

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared Mayor Rick Alonzo, known or identified to me to be the person who executed the within instrument as Mayor of the City of Bonners Ferry, Idaho and acknowledged to me that he executed the same on freely and voluntarily in such capacity and on behalf said City as its authorized official.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

A PLAT OF: ALDAIRY ESTATES

AMENDED PLAT OF A PORTION OF VACATED
LOTS 6, 7, AND 8 OF KINNEAR'S GARDEN
In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.
For: Graubart-Gorshe Living Trust
Date: September 2024

SURVEYOR'S NARRATIVE

The purpose of this survey is to create 5 lots and parkland from an existing parcel of land, specifically that parcel of land described in Quitclaim Deed - Instrument No. 292049.

All of the corners of said parcel were found and the dimensions per the tied corners were used for this survey per Record of Survey Book 9 Page 231 Instrument No. 289721



LEGEND

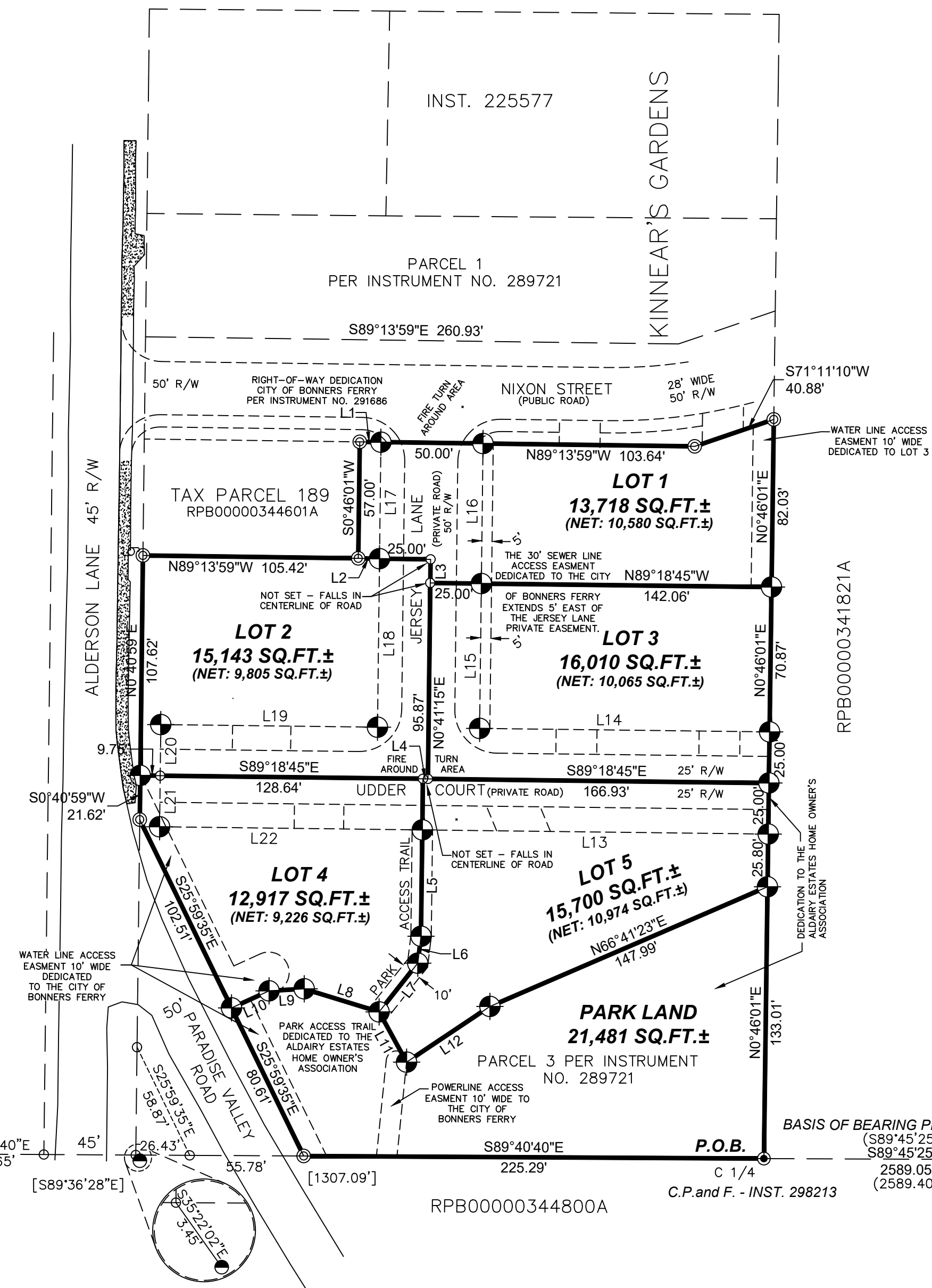
- SET A 5/8 INCH DIA. REBAR WITH A 1 1/4 INCH DIA. PLASTIC CAP STAMPED K.E.D. 3980-S
- FOUND A 5/8 INCH DIA. REBAR WITH A 1 1/4 INCH DIA. PLASTIC CAP STAMPED K.E.D. 3980-S
- FOUND 3/8 INCH DIA. BARE REBAR
- FOUND 3/8 INCH DIA. IRON PIPE
- FOUND 5/8 INCH DIA. REBAR CAPPED J.R.S. 3628
- COMPUTED POINT
- RECORD PER INSTRUMENT NO. 167628
- RECORD PER INSTRUMENT NO. 261233
- RECORD PER WARRANTY DEED 276847
- FOUND MONUMENT AS NOTED
- EXISTING SIDEWALK

SURVEYOR'S NOTE

Aldairy Estates is a planned unit development (PUD). Housing density, private roads, and variations to setbacks have been authorized by the PUD and are as shown on the final master plan, records of the City of Bonners Ferry.

Parcel Line Table

Line #	Length	Direction
L1	10.34	N89° 13' 59"W
L2	10.42	S89° 13' 59"E
L3	11.56	N0° 41' 15"E
L4	2.44	S89° 18' 45"E
L5	52.04	N0° 41' 15"E
L6	13.28	S7° 04' 52"W
L7	30.41	S38° 23' 50"W
L8	38.37	N72° 55' 08"W
L9	17.24	S86° 42' 19"W
L10	20.17	S65° 35' 42"W
L11	28.02	N28° 38' 54"W
L12	49.05	S56° 15' 12"W
L13	169.34	S89° 18' 45"E
L14	141.97	S89° 18' 45"E
L15	70.87	S0° 41' 15"W
L16	68.52	S0° 41' 15"W
L17	57.00	S0° 41' 15"W
L18	82.46	S0° 41' 15"W
L19	106.08	S89° 18' 45"E
L20	25.00	N0° 41' 15"E
L21	25.00	N0° 41' 15"E
L22	128.64	S89° 18' 45"E



4"x 4" Conc. Post w/ Lead Tablet
C.P. and F. - INST. 192308

[S89°39'31"E]
[S89°43'43"E]
1318.35'
[1318.27']

S89°40'40"E
954.65'

[S89°36'28"E]

26.43'

55.78'

[1307.09']

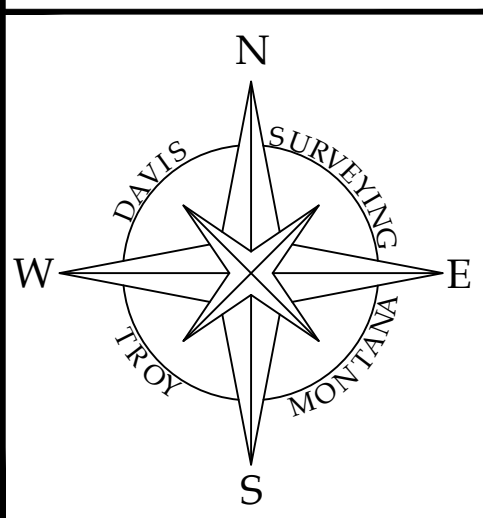
225.29'

S89°40'40"E

2589.05'
(2589.40')

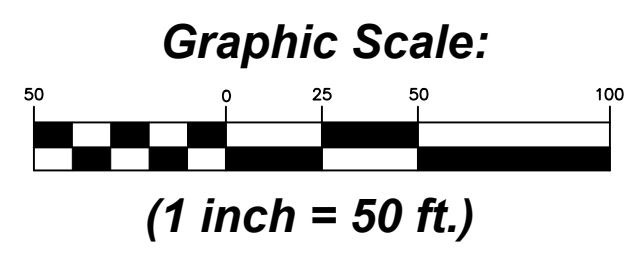
2589.05'
(2589.40')

2 1/2" BRASS CAP
C.P. and F. - INST. 190082



DAVIS SURVEYING INC.
TROY, MONTANA

DATE: 6/16/22	REV: 10/28/24
DRAWN BY: SM	
Land Projects 2021	
FILE: t3201341bplat.dwg	



SHEET 1 OF 2
PLAT NO.

A PLAT OF: ALDAIRY ESTATES

AMENDED PLAT OF A PORTION OF VACATED
LOTS 6, 7, AND 8 OF KINNEAR'S GARDEN
In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.
For: Graubart-Gorshe Living Trust
Date: August 2024

OWNERS CERTIFICATE

We, Timothy R. Gorshe & Judith A. Graubart-Gorshe, Trustees of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust, do hereby certify that we have caused to be surveyed, subdivided and platted into lots as shown by the plat hereto annexed, the following described tract of land located within the City of Bonners Ferry, Idaho to wit:

DESCRIPTION OF ALDAIRY ESTATES

A tract of land in Bonners Ferry, Boundary County Idaho, lying in the SE 1/4 NW 1/4 of Section 34, Twp. 62 N., R. 1 E., B.M., being a portion of vacated lots 6, 7 & 8 of Kinnear's Gardens Boundary County Records Reference Bk. 1C Pg. 76, containing 2.18 acre more or less, being Parcel 3 per Instrument No. 292049, containing Lots 1 through 5 and Park Land and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped PLS 3628 which marks the C 1/4 of said Section 34; thence, N0°46'01"E 361.70 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S71°11'10"W 40.88 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 163.98 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°46'01"W 57.00 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 105.42 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°40'59"W 129.24 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S25°59'35"E 183.12 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S89°40'40"E 225.29 feet to the point of beginning.

The aforescribed Aldairy Estates contains Lots 1 through 5 and Park Land with their respective acreages for a total acreage of 2.18 acre more or less and is subject to and together with all appurtenant easements of record.

We hereby grant unto the City of Bonners Ferry a thirty (30) feet wide easement, centered on the installed eight (8) inch sewer main, within Jersey Lane, a main that is to be owned and maintained by the City upon final acceptance, a ten (10) feet wide waterline access easement in Lot 4 and Park Land, a ten (10) feet wide powerline access easement in the Park Land. In addition to any other electric easement shown or described, we hereby grant unto the City of Bonners a ten (10) foot wide easement, centered on the installation, for any electric conductor or appurtenance that is installed and maintained by the City.

An easement for access for the private roads as shown hereon as Udder Court and Jersey Lane is hereby granted to the Aldairy Estates Homeowners Association. An easement for the park access trail as shown hereon across Lots 4 and 5 is hereby dedicated to the Aldairy Estates Homeowners Association. The Park Land as shown hereon is dedicated in fee to the Aldairy Estates Homeowners Association. Separately a ten (10) feet wide waterline access easement across Lot 1 is given to Lot 3. Aldairy Subdivision Conditions, Covenants, and Restrictions per Intrument No. _____.

Dated this _____ day of _____, 2024.

Timothy R. Gorshe - Trustee of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust

Judith A. Graubart-Gorshe - Trustee of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust

STATE OF IDAHO
County of Boundary

This record was acknowledged before me on this _____ day of _____, 2024 by
Timothy R. Gorshe & Judith A. Graubart-Gorshe, as Trustees of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust.

Notary Public My Commission Expires _____

WATER, SEWER, GAS, ELECTRICITY, TELEPHONE AND CABLE SERVICES

All lots within Aldairy Estates are within the service areas provided by the City of Bonners Ferry Water and Sewer Department. Maintenance and installation of water and sewer connections shall be the responsibility of the lot owners and shall meet DEQ requirements and Idaho Standards for Public Works Construction.

Gas, Electricity, Telephone and Cable services exist to the lots, and will be installed per contractor recommendations.

CERTIFICATE OF SURVEYOR
STATE OF IDAHO
County of Boundary

I, Kenneth E. Davis, Idaho Land Surveyor No. 3980, do hereby certify that the plat heron is a true and correct representation of a survey made by me or under my direct supervision in conformance with the laws of the State of Idaho (Idaho Code 31-2709 and Idaho Code 55-1905 through 1906) and accepted methods and procedures of surveying.

Dated this _____ day of _____, 2024.

Kenneth E. Davis Registered Land Surveyor No. 3980S

COUNTY SURVEYOR CERTIFICATE
STATE OF IDAHO
County of Boundary

I hereby certify that I have examined the plat of "Aldairy Estates" and have determined that it complies with applicable State of Idaho statutes and Bonners Ferry City Code regarding plats and subdivision regulations.

Dated this _____ day of _____, 2024.

Boundary County Surveyor
James R. Staples, PLS 3628

CITY OF BONNERS FERRY APPROVAL CERTIFICATION

I, _____, Mayor in and for the City of Bonners Ferry, Boundary County, Idaho, do hereby certify that at a regular meeting of the city council held on _____ day of _____, 2024, "Aldairy Estates" was reviewed and approved.

Mayor

City Clerk

PANHANDLE HEALTH DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Bonners Ferry and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities, then sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 are in force for lot 6 (noted on plat as PARK LAND/PARCEL 3). No owner shall construct any building, dwelling, or shelter which necessitates the supplying of water or sewage facilities for person using such premises until sanitary restriction requirements are satisfied.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied for lots 1, 2, 3, 4, and 5. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date: _____ Health Department Signature: _____

BOUNDARY COUNTY TREASURER'S CERTIFICATE

I hereby certify that the required taxes on the above-described property have been fully paid to and including the year 20____. Dated this _____ day of _____, 2024.

Boundary County Treasurer

CITY ENGINEER

This Plat has been examined and approved this _____ day of _____, 2024.

Engineer, City of Bonners Ferry

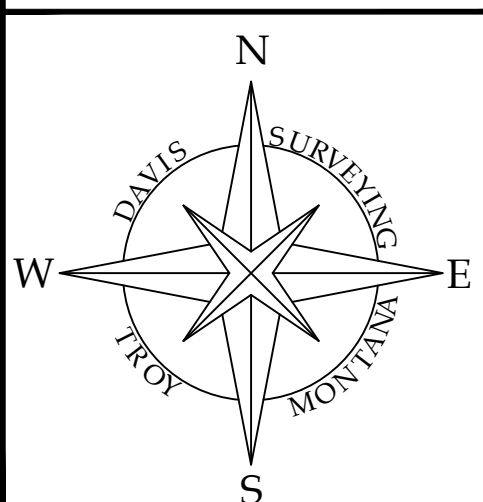
BOUNDARY COUNTY, IDAHO
COUNTY RECORDER

Filed at the request of Davis Surveying Inc. on this _____ day of _____, 2024 at
O'clock ____ m. and duly recorded in Book _____ of Plats, Page _____ as Instrument No.

County Clerk and Recorder

Deputy Recorder

SHEET 2 OF 2
PLAT NO. _____



DAVIS SURVEYING INC.	
TROY, MONTANA	
DATE: 6/16/22	REV: 10/28/24
DRAWN BY: SM	
Land Projects 2021	
FILE: t320134lbplat.dwg	



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

DATE: November 1, 2024

RE: Sewer – Agreement with the Idaho Department of Commerce and Request for Funds

Attached is the agreement with the Idaho Department of Commerce and the City for the \$500,000 grant to help offset the cost of replacing Lift Station 5 in 2025. Also attached is the formal request for funds from the Idaho Department of Commerce through the Community Development Block Grant program.

I recommend that the City Council approve both documents and authorize the Mayor to sign the Agreement and the Request for Funds documents.

Please contact me with any questions you may have.

Thank you,

Mike

IDAHO COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT

CFDA #: 14.228

GRANTEE NAME: City of Bonners Ferry
GRANTEE ADDRESS: 7232 Main Street
P.O. Box 149
Bonners Ferry, ID 83805

GRANTEE UEI PUNSPFWLBZZ6

PROJECT TITLE: Lift Station #5 Replacement Project
CONTRACT NO.: ICDBG-24-I-01-PF

This Agreement is made pursuant to the Idaho Community Development Block Grant ("ICDBG") Program and is entered into between the Idaho Department of Commerce ("DEPARTMENT") and the City of Bonners Ferry ("GRANTEE").

RECITALS

WHEREAS the ICDBG Program assists Idaho counties and cities with the development of needed public facilities or infrastructure;

WHEREAS counties or incorporated cities with typically a population of less than 50,000 are eligible to apply for ICDBG funds; and

WHEREAS eligible activities consist of construction, improvement, or procurement of public facilities or infrastructure ("Project"); and

WHEREAS the DEPARTMENT has determined that GRANTEE qualifies as an eligible applicant and GRANTEE's Project qualifies as an eligible activity.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, and the above recitals which are incorporated herein by this reference, the DEPARTMENT and GRANTEE hereby agree as follows:

1. **Compliance Requirements:** GRANTEE, sub-recipients, contractors, and subcontractors receiving ICDBG funds agree to comply with all of the following: 24 CFR, part 570 Community Development Block Grants and applicable subparts as amended; the terms and conditions of Federal Grant Number B-24-DC-16-0001; the procedures in the DEPARTMENT's ICDBG Application Handbook and the Grant Administration Manual; the DEPARTMENT's most current consolidated plan, and Idaho Code 67-2346 certification concerning Boycott of Israel and Idaho Code 67-2359 Ownership or Operation by China. GRANTEE shall also comply with the federal laws and adopted citizen participation plan as certified to by the chief elected official on the certification page of the GRANTEE's application.
2. **ICDBG Maximum Award:** The maximum amount of ICDBG assistance awarded by this Agreement shall not exceed Five Hundred Thousand Dollars (\$500,000).
3. **Match:** GRANTEE agrees to provide Seven Hundred Twenty-Six Thousand, Four Hundred Dollars (\$726,400) in matching funds for the purposes of completing this Project. In the event costs exceed the total dollars budgeted for the Project, GRANTEE shall be responsible for providing the additional funds needed to complete the Project.
4. **The Project:** Attachment A, attached hereto and incorporated herein by this reference, contains the Scope of Work and Project Schedule. At a minimum, Attachment A shall consist of the following components:
 - a. Construction Scope of Work
 - b. Design professional and grant administration
 - c. Equal Access Actions
 - d. National Objective
 - e. State Goal

f. Schedule

5. **Environmental Standards and Conditional Commitment of Funds:** GRANTEE agrees to assume responsibility for the completion of an environmental review process under the National Environmental Policy Act of 1969 (42 U.S.C. 4321 *et seq.*) and related laws, as furthered by HUD regulations contained in 24 CFR part 58 and the ICDBG Grant Administration Manual. GRANTEE is solely responsible for completing the environmental review process described herein even if GRANTEE chooses to sub-grant the ICDBG funds. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval. GRANTEE acknowledges and understands that the payment of any funds by the DEPARTMENT under this Agreement is conditioned on the DEPARTMENT's determination, in its sole discretion, to proceed with, modify, or cancel the Project based on the results of a subsequent environmental review, and agreement upon and implementation of the mitigation measures required by the DEPARTMENT pursuant to Section 6 of this Agreement.
6. **Mandatory Mitigation Measures:** The GRANTEE must implement the mitigation measures as identified in Attachment "C".
7. **Sub-recipient Agreements:** Not Applicable.
8. **Additional Assurance:** GRANTEE shall remain fully obligated under this Agreement notwithstanding GRANTEE's designation of any third parties for the undertaking of all or any part of the Project that is the subject matter of this Agreement.
9. **Special Conditions:** Not Applicable
10. **Relationship of Contracting Parties:** GRANTEE agrees that nothing contained in this Agreement shall create or be deemed to create between GRANTEE and the DEPARTMENT any principal-agent, master-servant, or employer-employee relationship. GRANTEE further agrees that nothing contained in this Agreement shall create or be deemed to create a partnership or joint venture between GRANTEE and DEPARTMENT. GRANTEE is solely responsible for the completion of the Project and agrees to complete the Project in accordance with the terms of this Agreement.
11. **Apportionment of Liability:**
The DEPARTMENT and GRANTEE shall be responsible only for the acts, omissions or negligence of such entity's own employees. The term "employee" is defined for the purposes of this section as set forth in Idaho Code section 6-902. Nothing in this Agreement shall extend the tort responsibility or liability of either the DEPARTMENT or GRANTEE beyond that required by the Idaho Tort Claims Act, Idaho Code section 6-901 *et seq.* Each party shall be responsible for damage to property of the other party caused by its employees in the performance of the Agreement to the extent funds are legally available therefore.

The DEPARTMENT participates in the comprehensive liability plan provided through the Risk Management Program established under Idaho Code section 67-5733 *et seq.* At GRANTEE's request, the DEPARTMENT shall provide confirmation of participation, including evidence of participation in workers' compensation provided by the State Insurance Fund. At the DEPARTMENT's request, GRANTEE shall provide evidence of participation in a self-insurance program or retained liability program or certificates of insurance evidencing liability and property coverage, including workers' compensation coverage.

If a property claim or damage is not covered by the party's self-insurance or other property coverage, the responsible party shall pay the costs arising from such claim or damage to the extent funds are legally available therefore. If a claim or damage arises from more than one party's performance of the Agreement or is not allocable to any party, each party shall pay the costs to such party arising from the claim or damage.
12. **Period of Performance:** Work on the Project covered by this Agreement began on March 1, 2024 and shall continue as set forth in Attachment A until the Project is completed and closed-out. If GRANTEE has not completed the Project and submitted all ICDBG close-out documents within one (1) year from the Certificate of Substantial Completion date, all remaining and unexpended ICDBG funds may be retained by the DEPARTMENT.
13. **Project Budget & Payments:** The Project Budget is attached hereto as Attachment B and incorporated herein by this reference. GRANTEE agrees to adhere to the budget as outlined in Attachment B. ICDBG funds shall not be shifted to new activities or between approved activities without an amendment to both Attachments A and

B. The use of ICDBG funds for administrative costs shall not exceed a maximum of 10% of the total ICDBG award.

As the Project progresses, GRANTEE may periodically request grant funds up to 100% of the value of work performed for all items in the ICDBG budget, except for the administration and construction line items as provided in the paragraphs below. If the DEPARTMENT is satisfied in its sole discretion with the payment request, the DEPARTMENT may pay the amount requested within thirty (30) days from receipt of the request. GRANTEE shall certify that all work that is billed to the DEPARTMENT is complete at the time of the billing. GRANTEE shall be responsible for any discrepancy or error in billing or documentation.

Payment for all ICDBG construction funds may be up to 95% of the total ICDBG construction line item as identified in Attachment "B." The remaining 5% of ICDBG construction funds shall be released upon the DEPARTMENT's approval of the GRANTEE's certificate of substantial completion and other close-out documents as determined by the DEPARTMENT.

The DEPARTMENT shall retain at a minimum 5% of the ICDBG funds budgeted for administration as identified in Attachment "B" until GRANTEE demonstrates to the DEPARTMENT's satisfaction that GRANTEE has met the national objective, achieved certificate of substantial completion, and complied with all ICDBG grant requirements. GRANTEE must submit to the DEPARTMENT all required documentation.

Eligible project costs incurred prior to this Agreement's effective date may be approved at the DEPARTMENT's discretion, but only if the environmental review for that activity has been completed.

- 14. Remedy for Noncompliance:** If the DEPARTMENT determines in its sole discretion that GRANTEE has failed to comply any term or condition of this Agreement, the parties agree that the DEPARTMENT's obligation to make payments under this Agreement is suspended until such noncompliance is resolved to the mutual satisfaction of both parties.

A determination of noncompliance by the DEPARTMENT may occur as a result of, but shall not be limited to, the following events:

- a. Project construction is abandoned or unreasonably delayed, or is discontinued for a period of thirty (30) consecutive calendar days, without prior written approval from the DEPARTMENT.
- b. GRANTEE fails to cause Project construction to be completed in accordance with the requirements of this Agreement.
- c. The Project is materially damaged or destroyed by fire or other casualty and the loss, in the reasonable judgment of the DEPARTMENT, is not adequately covered by insurance.
- d. The existence of any material or intentional misrepresentations of fact by GRANTEE in any document submitted to the DEPARTMENT in support of the grant or in connection with any of the grant documents.
- e. GRANTEE's failure to furnish to the DEPARTMENT within thirty (30) days and without demand, a true copy of any notice or other document received by or available to GRANTEE disclosing any requirement, deficiency or the violation of any law, regulation or ordinance bearing upon the Project funded by this Agreement.
- f. The Project fails to meet ICDBG requirements as defined by the DEPARTMENT.

- 15. Contract Amendments:** The DEPARTMENT may amend this Agreement on its own initiative or at the request of GRANTEE to reflect changes in the Scope of Work, Project Design or Project Budget. Such changes shall be mutually agreed upon, and evidenced by a written contract amendment. In no case shall the nature or purpose of the Project be amended from what was generally described in the application.

- 16. Financial and Progress Reports:** GRANTEE shall keep books, records, and accounts of all activities related to this Agreement. On each interim request for funds submitted to the DEPARTMENT, GRANTEE shall certify that the information contained in the interim request for funds is true and correct based upon GRANTEE's official accounting records. GRANTEE shall also submit a final financial report that details all costs incurred by budget line according to Attachment "B." This report shall be submitted upon completion of the Project funded by this Agreement.

GRANTEE shall submit progress reports as specified in the DEPARTMENT's Grant Administration Manual. A detailed written final report with documentation of the activities carried out and benefits generated shall be submitted to the DEPARTMENT at the conclusion of the Project. GRANTEE shall disburse ICDBG funds within 3 to 5 business days of their receipt. GRANTEE may keep up to \$100.00 in interest accrued on ICDBG funds, but shall return any amount in interest over \$100.00 to the DEPARTMENT.

17. **Other Items and Documents:** GRANTEE shall provide the DEPARTMENT all other items and documents as the DEPARTMENT requires for the administration of this Agreement within thirty (30) days of the date of the written request.
18. **Certified Grant Administrator:** The GRANTEE should have under contract a DEPARTMENT approved Grant Administrator before expenditure of ICDBG funds. The Grant Administrator is responsible for administrative duties as outlined in the ICDBG Grant Administration Manual and in accordance with ICDBG's professional services contract.
19. **Insurance During Construction:** By executing this Agreement, GRANTEE warrants that contractor(s) or other parties selected to perform construction work on the project shall have in effect without interruption from the date of construction commencement until final payment is made and the Project is closed-out pursuant to the terms of this Agreement, the types of insurance deemed necessary by GRANTEE and the DEPARTMENT for the type and amount of construction described in Attachment "A."

Further, GRANTEE warrants such insurance coverage shall be written on an "occurrence" basis and will be obtained with the following minimum liability limits:

- a. Workers' Compensation Insurance and Employer's Liability Insurance:

(1) State:	Statutory Limits
(2) Employer's Liability:	\$100,000 per accident
	\$500,000 Disease, Policy Limit
	\$100,000 Disease, Each Employee
- b. Comprehensive or Commercial General Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include premises operation, owners and contractors protective liability, products and completed operations liability, personal injury liability including employee acts, broad form property damage liability and blanket contractual liability, with no exclusion for explosion (X), collapse (C) and underground (U) hazards:
 - (1) \$1,000,000 Each Occurrence
 - (2) \$1,000,000 Personal Injury
 - (3) \$2,000,000 Products/Completed Operations to be maintained for two (2) years following final payment
 - (4) \$2,000,000 General Aggregate
- c. Automobile Liability Insurance which shall be endorsed to name the DEPARTMENT as an additional insured. It shall include for bodily injury and property damage: \$1,000,000 Combined Single Limit
- d. Property or Builder's Risk Insurance to include coverage for all direct physical loss, also known as "Special Causes of Loss" in an amount equal to one-hundred percent (100%) of the estimated maximum value of the Project upon completion with the broadest form of "all risk" coverage possible.
- e. Volunteer Liability Insurance coverage if volunteers are used to do Project work.

GRANTEE shall include these same requirements in contracts with grant sub recipients.

20. **Contract Services:** If ICDBG funds will be used for allowable services, GRANTEE shall follow ICDBG procurement requirements as outlined in the DEPARTMENT's most current ICDBG Grant Administration Manual. GRANTEE shall provide the DEPARTMENT with a copy of all requested documents related to the procurement of contract services.
21. **Certification Regarding Debarment:** GRANTEE agrees and certifies to the DEPARTMENT that it will not execute a contract with a party that is identified as debarred, suspended, or ineligible as set forth in 24 CFR part 5. GRANTEE further agrees and certifies that GRANTEE is not debarred, suspended, or ineligible as set forth in 24 CFR part 5.
22. **Project Signage:** Upon receiving approval from the DEPARTMENT to proceed with construction, GRANTEE shall, unless otherwise directed by the DEPARTMENT, erect a sign located prominently at each major construction project site. The sign shall be maintained in good condition and shall not be removed until three (3) months after the Project is completed. Project sign requirements shall be provided by the DEPARTMENT.

- 23. Representation and Warranties:** GRANTEE represents, warrants, and agrees that the Project funded by this Agreement, both during construction and at the time of completion, and the contemplated use thereof, shall not violate any applicable zoning or use statute, ICDBG mitigation measure, ordinance, building code, rule, regulation, or any covenant or agreement of record. GRANTEE agrees that it will furnish documentation satisfactory to the DEPARTMENT regarding the representations and warranties made in this Section.

GRANTEE will provide evidence of ownership in the form of fee simple title or long-term lease and right of access or easements for real property on which the project is to be constructed. Clear title to all real property necessary for the successful operation of the facilities shall be guaranteed by the GRANTEE for the useful life of the project.

- 24. Use of Real Property:** GRANTEE represents and agrees that the purchase of any property and undertakings pursuant to this Agreement are and will be for the purpose of providing, improving, or expanding public infrastructure or facilities. No voluntary or involuntary successor in interest of GRANTEE shall acquire any rights or powers under this Agreement without prior written consent of the DEPARTMENT.

GRANTEE shall not change the use or planned use of any such property, including the beneficiaries of such use, from that for which the acquisition or improvements were made. If GRANTEE desires to change the use, GRANTEE must submit the request in writing to the DEPARTMENT for prior approval before applying the standards of 24 CFR 570.505. If at any time changes to the use or planned use of such property are made without the DEPARTMENT's prior approval, all ICDBG funds disbursed to GRANTEE under this Agreement shall become due and payable to the DEPARTMENT and, if applicable, the DEPARTMENT shall be excused from making any further disbursements of ICDBG funds under this Agreement.

- 25. Notices:** Any notice given in connection with this Agreement shall be in writing and shall be delivered either by hand to the other party, by certified mail, postage prepaid, return receipt requested, to the addressee provided below or by email transmission to the other party at the email address listed below. Notice shall be deemed delivered immediately upon personal service or email transmission or forty-eight (48) hours after depositing notice or demand in the United States mail. Either party may change its contact information by giving written notice of the change to the other party.

To: Idaho Department of Commerce
700 West State St
Boise, Idaho 83712
(208) 334-2470
dennis.porter@commerce.idaho.gov
attn: Manager

To: City of Bonners Ferry
7232 Main Street
Bonners Ferry, Idaho 83805
(208) 267-3105
ralonzo@bonnersferry.id.gov
attn: Mayor

- 26. Conflict of Interest:** No member, officer, or employee of GRANTEE or its sub-recipients or agents, no member of the governing body where the Project authorized by this Agreement is located, and no public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract or the proceeds thereof, for work to be performed in connection with the Project funded by this Agreement. The requirements of this Section are to be included in all sub-recipient agreements, subcontracts and assignments.

- 27. Audit and Monitoring:** GRANTEE shall provide the DEPARTMENT with an annual financial audit in accordance with 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The audit shall be completed by a certified public accountant during the regular annual audit cycle. Over the term of this Agreement, GRANTEE shall provide the DEPARTMENT with annual audits through the last fiscal year grant funds are expended.

The DEPARTMENT may monitor and make periodic inspections and evaluations of the Project funded by this Agreement, and any books, accounts, reports, files, and other papers and records pertaining to the Project. GRANTEE shall make its books, accounts, reports, files, and other records available to the DEPARTMENT during regular working hours. GRANTEE shall maintain these books, accounts, reports, files, and other records for at five (5) years following closeout of the Project.

In the event GRANTEE provides any portion of its ICDBG funds in any fiscal year to a sub-recipient, GRANTEE shall require the sub-recipient to comply with the audit and monitoring requirements of 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. GRANTEE shall be

responsible for monitoring sub-recipient compliance with all federal and state laws, rules, regulations, and ordinances including the audit requirements of this Section.

GRANTEE agrees that HUD Representatives, the Inspector General, or the General Accounting Office shall also have access to all books, accounts, reports, files, and other papers or property pertaining to the Project funded by this Agreement.

28. **Program Income:** If the GRANTEE or its sub-recipient receives program income as defined by 24 CFR 570.489 (e) as a result of expending ICDBG funds, the DEPARTMENT will require that the GRANTEE commit to a program income reuse plan with the DEPARTMENT.
29. **Termination:** This Agreement may be terminated at any time without cause by either party upon thirty (30) days prior written notice being given to the other party. On termination of this Agreement, all accounts and payments will be processed according to the terms of this Agreement for approved Project work rendered to the date of termination.
30. **No Authority to Bind:** GRANTEE has no authority to enter into contracts or agreements on behalf of the DEPARTMENT. This Agreement does not create a partnership between the parties and nothing contained in this Agreement shall be interpreted to create an employer-employee, master-servant, or principal-agent relationship between the DEPARTMENT and GRANTEE in any respect.
31. **Assignment:** GRANTEE may not assign its rights or delegate its duties, in whole or in part, without the prior written consent of the other.
32. **Waiver:** The waiver by either party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.
33. **Entire agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the DEPARTMENT and GRANTEE.
34. **Officials, Agents and Employees of Department Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the DEPARTMENT be in any way liable or responsible for any covenant or agreement, whether expressed or implied, nor for any statement, representation or warranty made in or in connection with this Agreement. In particular, and without limitation of the foregoing, no full-time or part-time agent or employee of the DEPARTMENT shall have any personal liability or responsibility under this Agreement, and the sole responsibility and liability for the performance of this Agreement and all of the provisions and covenants contained in this Agreement shall rest in and be vested with the State of Idaho.
35. **Applicable Law:** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.
36. **Jurisdiction and Venue:** The parties consent to the jurisdiction of the state courts of Ada County in the State of Idaho in the event of any dispute with respect to this Agreement.
37. **Headings:** The headings have been inserted for convenience solely and are not to be considered when interpreting the provisions of this Agreement.
38. **Counterparts:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
39. **Sovereign Immunity:** Nothing in this Agreement shall be construed as a waiver of the DEPARTMENT's or State of Idaho's sovereign immunity, which immunity is hereby expressly reserved.
40. **ICDBG's Build America Buy America – Version 1.0** – The GRANTEE understands and agrees that the infrastructure goods and products that it is providing or acquiring under this Agreement are supported with Federal funds subject to the Build America, Buy America Act (BABAA). See Section 70912, the Build America, Buy America Act, the "Infrastructure Investment and Jobs Act" (IIJA: P.L. 117-58). Under that provision, BABAA applies where Federal funding supports an infrastructure project as defined in Section 70912 of BABAA. As applied to this project, pursuant to Department of Housing and Urban Development's "Public Interest Phased Implementation Waiver of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance including ICDBG funding (Docket No. FR-6331-N-06), dated November 23, 2022, BABAA

requires all of the iron and steel used in the project to be produced in the United States (“Build America , Buy America Requirements”) including iron and steel provided by the Contractor pursuant to this Agreement.

Therefore, the GRANTEE hereby represents and warrants:

- (a) the GRANTEE has reviewed and understands the Build America, Buy America Requirements,
- (b) all iron and steel products used in the Project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, and
- (c) the GRANTEE will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to establish compliance with the Build America, Buy America Act as may be requested. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the GRANTEE shall be a default under this Agreement and shall permit recovery as damages against the GRANTEE any loss, expense, or cost (including without limitation attorney’s fees) incurred by the DEPARTMENT resulting from any such failure including without limitation any impairment or loss of funding, whether in whole or in part, from the US Department of Housing and Urban Development.

APPROVED:

STATE OF IDAHO
Department of Commerce

CITY OF BONNERS FERRY

Thomas F. Kealey
Director

Rick Alonzo
Mayor

For Internal Use of the Department

Reviewed By

Dennis J. Porter
Manager

ATTACHMENT A

Lift Station #5 Replacement Project

A. Construction Scope of Work – As per the GRANTEE’s application and addendum, project scope of work includes construction of new lift station to replace the existing, deteriorating lift station. New construction includes a new 14’ deep wet well, a new deep overflow basin, installation of a new manhole for gravity sewer main, and extension to connect to existing main. Additional work will relocate emergency generator and propane tank to serve new lift station, and abandon and demolish existing manhole and lift station facilities.

B. Design Professional and Grant Administration – Professional services necessary to design and administer the construction scope of work and the GRANTEE’s plans in accordance with applicable codes and regulations.

C. Equal Access Planning

- 1) **Furthering Fair Housing Actions** – To affirmatively further fair housing the GRANTEE needs to:
 - designate a fair housing resource person,
 - conduct a fair housing assessment,
 - proclaim April as fair housing month, and
 - publicly display fair housing posters and have available for the public the Idaho Fair Housing Z-cards.

- 2) **504 Accessibility and Transition Actions** –The GRANTEE needs to:
 - designate a 504/ADA coordinator,
 - update a 504/ADA Transition Plan, and
 - adopt (if necessary) publish, and post its Notice Under the Americans with Disabilities Act, and

- 3) **Limited English Proficiency (LEP) Four Factor Analysis** – The GRANTEE needs to conduct the four-factor analysis to determine if it is necessary to develop a Language Access Plan.

D. National Objective – Low to Moderate Income Area Benefit (survey)
Population to Benefit: 2,540
Low to Moderate Person to benefit: 1,515
Low to Moderate Percentage – 59.60%

E. State Goal – Public Facilities / Infrastructure - New Construction

F. Schedule

Design Professional Contract Executed	Complete
Grant Administration Contract Executed	Complete
Environmental Release	Complete
Bid Document Approval	November 2024
Bid Opening	December 2024
Construction Contract Executed	December 2024
Start Construction	January 2024
Second Public Hearing	July 2025
Certificate of Substantial Completion	October 2025
Construction 100% Complete	December 2025
Fair Housing Actions	January 2025
504 / ADA Accessibility Actions	January 2025
LEP Four Factor Analysis	January 2025
Closeout	May 2025

ATTACHMENT B

Budget

LINE ITEMS	AMOUNTS		
	ICDBG Grant	City Cash	Total
Administrative Expenses		\$50,000	\$50,000
Construction	\$500,000	\$423,400	\$923,400
Design Professional		\$248,000	\$248,000
Legal		\$5,000	\$5,000
Total Costs	\$500,000	\$726,400	\$1,226,400

ATTACHMENT C

ICDBG Mitigation Measures

Lift Station #5 Replacement Project

1. The construction contractors must comply with the Rules for the Control of Air Pollution in Idaho, IDAPA 58.01.01.651, by implementing precautions to prevent particulate matter from becoming airborne.
2. If any items of suspected historical or archaeological value are uncovered during construction, the contractor will be required to stop work and contact the Idaho State Historic Preservation Office (SHPO), Tribal Historic Preservation Office (THPO), and the Idaho Department of Commerce.
3. The collection and disposal of storm and surface water runoff from the project site must comply with the Idaho Department of Environmental Quality's (DEQ) Catalog of Storm Water Best Management Practices for design of all storm water treatment and disposal systems.
4. The contractor shall comply with the provisions of the Environmental Protection Agency's National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharge from Construction Activities and the Construction Storm Water Pollution Prevention Plan (SWPPP).
5. If, during the construction of the project, an underground storage tank, buried drum, other container, contaminated soil, or debris not scheduled for removal under the contract are discovered, the Contractor shall immediately notify the Engineer and the Idaho Department of Commerce. No attempt shall be made to excavate, open, or remove such material without written approval.

Request for Funds Authorized Signatures

Instructions

It is IDC's expectation that the **Request for Funds** be signed by the Chief Elected Official. In the event it is necessary to authorize another individual to sign the request, the below signature form must first be filled out and returned to IDC.

Grantee: City of Bonners Ferry **CDBG No.** ICDBG-24-I-01-PF

CDBG Project Name: Lift Station #5 Replacement

I, Rick Alonzo, hereby certify that I am the Chief Elected Official for the City of Bonners Ferry and hereby authorize _____ (whose signature appears below) to request payments for the CDBG project cited above.

	Rick Alonzo, Mayor	
Signature of Chief Elected Official	Typed Name and Title	Date

Signature of Authorized Person	Typed Name and Title	Date

Return this form to:
Attention (IDC Specialist)
Idaho Department of Commerce
700 W State St.
PO Box 83720
Boise, ID 83720-0093
208/334-2470



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/ Administrator
DATE: November 1, 2024
RE: Sewer – Lift Station #5 Contract Amendment with Welch-Comer

The City entered into a contract with Welch-Comer and Associates for the design and construction administration for the Lift Station 5 project on May 16, 2023. The Idaho Department of Commerce has requested that the contract include the attached Exhibit F to that contract.

I recommend that the City Council approve the attached Exhibit F and authorize the Mayor to initial document, which will become a formal component of our current base contract with Welch-Comer.

Please contact me with any questions you may have.

Thank you,

Mike

EXHIBIT F

Project Name: _____
Owner (Initial): _____
Design Professional (Initial): _____

Attachment _____

Idaho Community Development Block Grant (CDBG) Agreement Attachment Between Owner and Design Professional

1. **Time of Performance**
The Design Professional's schedule for preparing and delivering shall be as follows:
 - Draft Bidding Documents and Drawings for review by applicable regulatory agencies and Owner within _____ calendar days of the execution of the agreement between the Owner and Design Professional.
2. **Environmental Mitigation Measures**
The Design Professional will design the project to comply with mitigation measures as established and identified in the CDBG environmental review completed in accordance with 24 CFR Part 58.
3. **Clean Air and Water (contracts more than \$100,000)**
The Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 1857h-4 transferred to 42 USC 7607), section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
4. **Energy Efficiency**
The Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 USCA 6321 et. seq.).
5. **Minority Business Enterprise**
Consistent with the provisions of Executive Order 11246 and OMB Super Circular 2 Part 200, the Design Professional will take affirmative steps to ensure minority businesses are used when possible as sources of supplies, equipment, and construction and services. Additionally, the Design Professional should document all affirmative steps taken to solicit minority businesses and forward this documentation to the Owner upon request.
6. **Ownership of Document**
All drawings, specifications, studies, and other material prepared under this contract shall be the property of the Owner and at the termination or completion of the Design Professional's services shall be promptly delivered to the Owner. The Design Professional shall have no claim for further employment or additional compensation because of exercise by the Owner of its full rights of ownership. It is understood, however, that the Design Professional does not represent such data to be suitable for re-use on any other project or for any other purpose. If the Owner re-uses the subject data without the Design Professional's written verification, such reuse will be at the sole risk of the Owner without liability to the Design Professional.
7. **Debarment**
The Design Professional by executing this contract certifies that neither it nor any firm, corporation, partnership or association in which it has a substantial interest is designated as an ineligible firm by the Comptroller General of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor, Part 5 (29 CFR, Part 5).
8. **Reports and Information**
The Design Professional will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Owner to ensure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the Owner or its authorized representative, and will be retained for five (5) years after the expiration of this contract.



DISPLAYSALES

6300 W Old Shakopee Rd, Suite 112
Bloomington, MN 55438
Phone 800-328-6195 Fax 952-885-0099
www.displaysales.com

Quote

Estimate SQ-6615
Date 10/29/2024
Customer Account C27322
Customer Contact Debbie Garcia
Salesperson Lukas Schmitz
PO Number
Expiration Date Valid for 30 Days

Bill To:
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805
Debbie Garcia

Ship To:
City of Bonners Ferry
7232 Main St.
Bonners Ferry, ID 83805
Debbie Garcia

Item number	Description	Quantity	Unit	Unit Price	Amount
DX-SL-WREATH-50-CNDLCW	50' Garland and Candle Wreath Streetline with C-7 Bar LED Cool White Bulbs and 24in Red Velour Bows	1	Each	\$ 1,322.00	\$ 1,322.00
FEE-FREIGHT	Shipping and Handling	1	Each	\$ 355.00	\$ 355.00
				Subtotal	\$ 1,677.00
				Sales Tax	\$ 0.00
				Total	\$ 1,677.00

Financing available.

To accept this quotation, sign here and return.

Thank you for your business.





MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

DATE: October 31, 2024

RE: City Vehicles – Proposed Surplus List

Each year the City typically has items that can be auctioned, as they are items that are no longer useful to the City. Currently the City has eight vehicles that could be auctioned, and a list of those vehicles is attached with this memo.

I recommend that the Council make a motion to declare the attached list as surplus and authorize staff to auction each vehicle by sealed bid. To auction by sealed bid, a notice must be provided to the local newspaper describing the vehicle and provide the deadline for the bids to be received. Staff will follow these guidelines if the Council opts to declare the vehicles as surplus.

Please contact me with any questions you may have.

Thank you,

Mike

City of Bonners Ferry

Proposed Surplus List - November 5, 2024

Vehicle

Year	Make	Model	Department	Miles	VIN	Hours
2012	Chevy	Tahoe	Police	204,263	1GNSK2E01DR251027	N/A
2013	Chevy	Tahoe	Police	229,027	1GNSK2E06DR251007	N/A
2014	Ford	Explorer	Police	130,361	1FM5K8ARXEGB27697	N/A
2005	Dodge	Dakota	Fire	151,688	1D3HW28W655327373	N/A
2004	Dodge	Ram	Water/Sewer	130,329	1D7H918D24J174195	N/A
2007	Vactor/Sterling	2100	Water/Sewer	14,545	2FZHATDC87AX52777	3,559
1995	Ford	L8000	Street/Fire	119,123	1FTXR92E45VA37764	N/A
2014	Dodge	5500 - Bucket Truck	Electric	50,790	3C7WRNBL2EG323721	N/A



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY CLERK/TREASURER

TO: Mayor and Council

FROM: Deborah Garcia, Clerk/Treasurer

DATE: 11/1/2024

RE: Hometown Holidays- Sponsor Request

Chamber President Jennifer VanEtten would like to request that the City of Bonners Ferry sponsor the Hometown Holidays event Saturday December 7, 2024. The city sponsored the event last year and they would like to see if the Mayor and Council would be willing to again this year. The Chamber has paid the deposit and the event fee and is just asking for the sponsorship of the insurance portion.

Thank you for your consideration,

Deborah Garcia