

## **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 February 4, 2025 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. **GOLF – (Discussion)**. Friends of Mirror Lake to discuss cost sharing in the future for rebuilding bunkers at the golf course.
4. **ELECTRIC- (action)** [attachment]- Consider approval of Resolution 2025-005 authorizing the City to use energy efficiency performance funds from BPA for City projects.
5. **GOLF- (action)** [attachment]- Consider approval of quotes from AGE Heating and Cooling to replace current HVAC system the golf course.
6. **GOLF- (action)** [attachment]- Consider approval of revised golf contractor agreement for FY2025.
7. **POLICE-(action)** [attachment]- Consider approval of lease agreement for new patrol cars.

8. **STREET – (action)** [attachment] – Consider acceptance of Tamarack Lane right-of-way dedicated by the Boundary County School District.
9. **STREET – (action)** [attachment] – Consider approval of Memorandum of Understanding for maintenance of Tamarack Lane with the Boundary County School District.
10. **ELECTRIC- (action)** [attachment]- Consider approval of tree trimming contract with Eby Tree Service.
11. **SEWER- (action)** [attachment]- Consider approval of City Engineer/Administrator to sign contract documents related to the Lift Station #5 project and limited Change Order authority.

## **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

To: Bonners Ferry Mayor, City Council, and City Administrator  
From: Clare Marley, AICP, Contract Planner  
Date: January 30, 2025

**Re: February 4, 2025 Zoning Code Update**

---

Bonners Ferry Planning and Zoning Commission and planning staff are nearing completion of the zoning code and city zoning district map amendment. At the January regular meeting, the Commission completed its review of the final chapters of the draft, based upon input and workshops over the past year.

Staff has been advised that the Council and Mayor will have time in their schedule to meet February 18<sup>th</sup> jointly with the Planning and Zoning Commission and planning staff to review details of the zoning code update and discuss public outreach efforts and tentative schedules to formally hear the amendments. This would be a public meeting, but informal, as opposed to a formal, public hearing. The meeting will allow the Commission and staff time to discuss the highlights of the proposed code amendment and receive suggestions and comments from the Mayor and Council on the amendments.

Some of the highlights of the zoning code update, which is being drafted in accord with the newly adopted city comprehensive plan, are:

- A new mixed use zoning district for the area west of the fairgrounds for possible future development of a variety of housing and light commercial activities with an emphasis on public amenities and access;
- An updated zoning map reflecting the comprehensive plan objectives for the residential, commercial, and industrial areas;
- A redirection of the industrial uses to more light industrial uses;
- Expansion of the housing options to include townhomes, cottage home development, and mixed use planned unit developments;
- Zoning district housing densities based on the adopted comprehensive plan guidelines;
- Additions of new commercial uses and activities, such as food trucks, food and beverage processing; brewing companies, etc.;
- Assurances that non-conforming uses are authorized to continue to exist and allow certain limited expansions through the permitting processes;
- Updates to the sign code to accommodate newer electronic features;
- Reorganization of the zoning code for easier reading;
- Updates to definitions.

We are looking for to the opportunity to review this zoning code project.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: January 28, 2025

**RE: Electric – Energy Efficiency Resolution 2025-005**

---

The City has been involved for several years in the administration of energy efficiency funds that are provided by the Bonneville Power Administration (BPA) to fund projects for City Electric customers. The City receives money from BPA for energy efficiency projects and also receives money for administering the projects, and those funds are called performance payments. Those performance funds have no BPA restrictions to them, and the City can use them for any purpose deemed acceptable.

The attached Resolution 2025-005 provides a basis for utilizing the BPA performance payments for any City project the Council chooses within any City department or facility, or for City electric customers.

Thank you,

Mike

**RESOLUTION NO. 2025-005  
CITY OF BONNERS FERRY, ID**

**A RESOLUTION OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION  
OF THE STATE OF IDAHO, AUTHORIZING THE CITY TO USE ENERGY EFFICIENCY  
PERFORMANACE FUNDS FROM THE BONNEVILLE POWER ADMINISTRATION  
FOR CITY PROJECTS.**

**WHEREAS**, the City of Bonners Ferry is a Bonneville Power Administration (BPA) customer and receives energy efficiency funds from BPA to administer energy efficiency projects with Bonners Ferry electric customers.

**WHEREAS**, there are two components to the BPA energy efficiency program funding, one that provides funds for customer projects, and the other allows for performance payments to the City for administering projects.

**WHEREAS**, it is the desire of the City to use the performance payments from BPA to fund projects, at its discretion, that promote energy efficiency within any City department or facility, or for any City electric customer. This may include but shall not be limited to: installation of new appurtenances, or the replacement of existing energy efficient equipment or devices that have reached their useful life.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council that:  
The City may use the performance payments from BPA to fund projects, at its discretion, that promote energy efficiency within any City department or facility, or for any City electric customer. This may include but shall not be limited to: installation of new appurtenances, or the replacement of existing energy efficient equipment or devices that have reached their useful life.

**EFFECTIVE DATE.** This resolution shall be in full force and effect on the 4<sup>th</sup> day of February 4, 2025, after its passage and approval.

**PASSED BY ROLL CALL VOTE** of the City Council and Approved by the Mayor this 4<sup>th</sup> day of February 2025.

Council President Adam Arthur	_____
Council Member Ron Smith	_____
Council Member Brion Poston	_____
Council Member Val Thompson	_____

**SIGNED BY THE MAYOR** this 4<sup>th</sup> day of February 2025.

---

Rick Alonzo, Mayor

Attest:

---

Deby Garcia, Clerk



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: January 28, 2025

**RE: Golf – Replacement of Heat Pump and Duct System at GC Clubhouse**

---

In 2024 the HVAC system at the City's golf course clubhouse needed repairs. AGE Heating and Cooling fixed the problem but noted that the entire system would need to be replaced soon. I requested the attached quote for replacing the system.

Staff has looked into using BPA energy efficiency money to fund this replacement from the accumulated performance payments to the City. I recommend that the Council approve the quotes from AGE Heating and Cooling for a total of \$15,123.37 to replace the HVAC and ducting systems at the Golf Course using BPA performance money that is available.

Thank you,

Mike



AGE Heating and Cooling  
 1222 Ponderosa Dr.  
 Sandpoint, ID 83864  
 208-603-2210  
 ageheatingandcooling.com

**BILL TO**

City of Bonners Ferry  
 P.O. Box 149  
 Bonners Ferry, ID 83805 USA

<b>ESTIMATE</b> 10734278	<b>ESTIMATE DATE</b> Jan 17, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Mirror Lake Golf Course  
 5686 Main Street  
 Bonners Ferry, ID 83805 USA

**Job:** 10679049

**ESTIMATE DETAILS**

System Replacement :  
 5 year Lennox manufactures warranty  
 1 year labor warranty  
 1 year free maintenance

All products installed by AGE Heating and Cooling are warranted to be free from defects in material and workmanship for the period of 1 year from the original installation date.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Mechanical Permit	Mechanical Permit and Inspection Fee	1.00	\$200.00	\$200.00
20KW HEAT STRIP	Lennox ECB47-20CB-P, Electric Heat Kit Model/Part # : ECB47-20CB-P  Field install internal to unit cabinet. Available in several voltage and kW sizes, see specific Air Handler Tables. Helix wound nichrome heating elements exposed directly in air stream resulting in instant heat transfer, low element temperatures and long service life. Each element equipped with accurately located limit control with fixed temperature off setting and automatic reset. Supplemental thermal cutoff limit control provides positive protection in case of excessive temperatures. Control box and access cover constructed of heavy gauge galvanized steel. Factory assembled with controls installed and wired.	1.00	\$455.00	\$455.00



Electric heat low voltage controls plug-in to air handler

LENNOX

HC11	Healthy Climate MERV 11 Media Air Cleaner	1.00	\$165.00	\$165.00
	<p>The everyday media filter for allergen-reduction that's ideal for households with pets                  Removes more than 87% down to 3 microns                  Removes more than 28% down to 0.3 microns</p>			

Lennox HC11

CBK47UHET-036	Lennox 3 Ton Constant Torque Air Handler CBK47UHET Fan Coil	1.00	\$4,171.78	\$4,171.78
	<p>Model/Part # : CBK47UHET-036</p> <p><i>High performance, high-efficiency, constant-torque air handler with refrigerant versatility</i></p> <p>The CBK47UHET features all-aluminum Quantum™ Coil technology, renowned for its remarkable ability to resist corrosion from environmental contaminants found indoors. Combined with a constant-torque blower motor for quieter and more efficient operation.</p> <p>These versatile air handlers come factory ready for R-410A refrigerant but can be converted to R-454B refrigerant at time of installation with a Refrigerant Detection System. This gives you flexibility during installation to meet the repair or replacement needs of your customers, while also allowing you to stock fewer air handlers in inventory and save space. See 'Installation Flexibility' below for more details on converting.</p> <p>Energy Efficiency</p> <ul style="list-style-type: none"> <li>• High-efficiency indoor coil – provides exceptional heat transfer and low air resistance for high-efficiency operation.</li> <li>• Power Saver™ constant-torque motor technology for increased electrical efficiency using up to 33% less energy than permanent split capacitor (PSC) models.</li> </ul> <p>Installation Flexibility</p> <ul style="list-style-type: none"> <li>• Versatile Air Handlers can be converted to R-454B refrigerant at time of install with separate purchases of our Refrigerant Detection System Air Handler sensor and mounting bracket kit (27J27), Refrigerant Detection System Non-Communicating Blower Control Board (27A02), and an R-454B TXV (refer to R-454B TXV substitution chart for proper sizing). <i>Converting air handler after initial installation violates the safety agency mark and, therefore, voids the warranty. See RDS component decision tree above for selecting conversion components.</i></li> <li>• Two-piece cabinet for ease of installation in tight applications.</li> </ul> <p>Quiet Operation</p>			

- Fully insulated cabinet that reduces sound for quiet operation and helps prevent cabinet sweating in hot and humid environments.

Home Comfort

- Optional electric heat to deliver an instant boost of hot air for added comfort. ECB47 Electric Heat Strips required for CBK47 Versatile Air Handlers. *See Electric Heat Kit Compatibility Chart above for more information.*

Reliable Performance

- Quantum™ Coil featuring a proprietary aluminum alloy exclusive to Lennox – is designed to weather the harshest elements.
- Antimicrobial drain pan resists growth of mold and mildew which improves indoor air quality and reduces drain line blockage.

---

ML17XP1	Lennox Merit ML17XP1 3 Ton Quantum Coil Heat Pump Meets or exceeds 14.3 SEER2 Meets or exceeds 7.5 HSPF2	1.00	\$6,256.59	\$6,256.59
---------	--	------	------------	------------

Model/Part # : ML17XP1-036

Standard-efficiency, single-stage heat pump

Efficient and Affordable. The ML17XP1 uses the exclusive Lennox Quantum™ Coil and a reliable scroll compressor. Engineered and tested in coastal areas to help offer corrosion resistance in harsh environments.

Energy Efficiency

- Efficiency rating meets or exceeds 14.00 SEER (13.40 SEER2)
- ENERGY STAR® qualified – meets or exceeds EPA guidelines for energy efficiency
- High-efficiency outdoor coil – provides exceptional heat transfer and low air resistance for high-efficiency operation

Quiet Operation

- Sound levels – as low as 74 dBs
- Direct-drive fan – precision-balanced direct-drive outdoor fan is designed to provide quieter operation and longer product life

Home Comfort

- Dependable scroll compressor – provides smooth, efficient, and reliable operation

Environmental Responsibility

- Chlorine-free R-410A refrigerant – meets the EPA's most stringent environmental guidelines

Reliable Performance

- PermaGuard™ Cabinet – heavy-gauge, galvanized steel construction, louver coil guard, baked-on powder finish and durable zinc-coated steel base provide long-lasting protection against rust and corrosion
- Drainage holes – prevent damaging moisture from collecting inside the basepan

---

<b>POTENTIAL SAVINGS</b>	\$0.00
<b>SUB-TOTAL</b>	\$11,248.37
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$11,248.37

Thank you for choosing AGE Heating and Cooling.

**CUSTOMER AUTHORIZATION**

•THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by AGE Heating and Cooling as a good faith estimate of work to be performed at the location described above and is valid for 30 days from the estimate date. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount of \$11,248.37 for all work performed.

•Once the estimate has been signed, the price will be locked in and there will be no additional charges for the work described in the estimate, unless a change order is requested.

•A service fee will be charged for any returned checks.

• A financing charge of 10% will be applied to any unpaid balance at the end of the month.

•Credits cards are subject to a 4% processing fee. This fee covers the processing charges from the credit card company.

• The warranty will be void for any units that were altered or damaged by the homeowner.

AGE Heating and Cooling is not liable for performance issues relating to pre-existing ductwork

Sign here

Date



AGE Heating and Cooling  
 1222 Ponderosa Dr.  
 Sandpoint, ID 83864  
 208-603-2210  
 ageheatingandcooling.com

**BILL TO**

City of Bonners Ferry  
 P.O. Box 149  
 Bonners Ferry, ID 83805 USA

<b>ESTIMATE</b> 10742793	<b>ESTIMATE DATE</b> Jan 20, 2025
-----------------------------	--------------------------------------

**JOB ADDRESS**

Mirror Lake Golf Course  
 5686 Main Street  
 Bonners Ferry, ID 83805 USA

Job: 10679049

**ESTIMATE DETAILS**

Duct Seal & Insulate:

All products installed by AGE Heating and Cooling are warranted to be free from defects in material and workmanship for the period of 1 year from the original installation date.

SERVICE	DESCRIPTION	QTY	PRICE	TOTAL
Misc Sales	Time and Materials: Seal all metal ductwork exposed in the parking garage and wrap it with insulation.	1.00	\$3,875.00	\$3,875.00

<b>POTENTIAL SAVINGS</b>	\$0.00
<b>SUB-TOTAL</b>	\$3,875.00
<b>TAX</b>	\$0.00
<b>TOTAL</b>	\$3,875.00

Thank you for choosing AGE Heating and Cooling.

**CUSTOMER AUTHORIZATION**

• THIS IS AN ESTIMATE, NOT A CONTRACT FOR SERVICES. The summary above is furnished by AGE Heating and Cooling as a good faith estimate of work to be performed at the location described above and is valid for 30 days from the estimate date. I agree and authorize the work as summarized on these estimated terms, and I agree to pay the full amount of \$3,875.00 for all work performed.

- Once the estimate has been signed, the price will be locked in and there will be no additional charges for the work described in the estimate, unless a change order is requested.
- A service fee will be charged for any returned checks.
- A financing charge of 10% will be applied to any unpaid balance at the end of the month.

- Credits cards are subject to a 4% processing fee. This fee covers the processing charges from the credit card company.
- The warranty will be void for any units that were altered or damaged by the homeowner.

AGE Heating and Cooling is not liable for performance issues relating to pre-existing ductwork

Sign here

Date

---



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer  
DATE: January 30, 2025  
**RE: Golf – Updated Golf Contract**

---

In 2024 the City entered a contract with Dodger LLC to operate Mirror Lake Golf Course as an independent contractor. Attached with this memo is the revised contract for 2025. The only revision to the contract is found on page 8 where the base contract amount has been increased 5%, from \$60,000 to \$63,000. This increased amount was included in the FY2025 budget that was adopted in 2024.

Thank you,

Mike

## **AGREEMENT WITH INDEPENDENT CONTRACTOR**

THIS AGREEMENT, by and between the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, "CITY," and DODGER, LLC, "OPERATOR."

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

WITNESSETH:

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

### **I. GENERAL CONDITIONS:**

#### **A. Definitions:**

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

#### **B. Data**

1. All requested data relevant to the operation and success or failure of the business shall be provided to the City by the Operator upon request from the Mayor, City Council, City Clerk, City Attorney or City Administrator.
2. The City may withhold payment to the Operator if the required information is not provided in a timely manner.

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

C. Financial Records:

1. The Operator shall submit the financial records of the business to the City Clerk/Treasurer by no later than January 31 of each calendar year:
  - a. Any and all information necessary to perform an audit, including payroll data; and,
  - b. Profit and loss information for Concessions operations.

- D. The Operator shall be solely responsible for hiring, training, and supervising all assistants and other employees as are necessary to satisfactorily perform his duties under this agreement.
- E. The Operator shall attend all meetings of the Golf Committee as requested.
- F. The Operator and the Golf Committee shall maintain effective communications with the City Administrator and City Council as necessary to enhance the quality of overall operations and maintenance of the City's golf course and clubhouse.
- G. The Operator, in conjunction with the City Administrative staff, shall propose to the City Council recommended changes in the fee structure following each season for the upcoming year. Council as a body may impose new rates regardless of whether the Operator suggest rates.
- H. The Operator shall conform his conduct to all applicable laws and regulations, including but not limited to, payment of payroll taxes, provision of worker's compensation coverage, and obtaining and maintaining all applicable licenses.
- I. The Operator's responsibility shall extend through the golf season and for such period of time immediately prior and subsequent as necessary to prepare the course for seasonal operations and to conclude each season's activities.
- J. The Operator shall, at his expense, maintain such records as are directed by the City Clerk/Treasurer so as to provide meaningful cost and revenue data on the major elements of his operations, including revenue and expense breakouts for each major element of operations. This shall include, at minimum, cost-revenue data for the 1) driving range, 2) pro shop merchandising, 3) concession operations, 4) daily and seasonal passes and cart path fees, and 5) cart and equipment rentals.
- K. All services and facilities shall be offered and operated on a non-discriminatory basis to all members of the public in conformance with the fees and rules



established by the City of Bonners Ferry.

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

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

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

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

of the City Council.

8. The Operator will willingly enforce all policies and rules as established by the City Council in the daily operations of the course with the public.
9. It is agreed that the Operator will maintain the following data:
  - a. Daily Tee Sheet Log
  - b. Season Pass and Punch Card Sales
  - c. Trail Fees

B. Duties—Tournaments

1. The Operator shall be responsible for setting dates of tournament play. Notice of course closures for the public due to tournaments will be made available as soon as reasonably possible.

C. Duties—Concessions and Bar

1. The Operator shall have the exclusive right to operate a Restaurant/Concession Area, which shall include the following duties, as well as any other necessary duties implied herein:
  - a. To hire, fire, and supervise all employees engaged in the operation of the business of restaurant and concessions including bartending, waiting, food preparation, and cleaning persons; to be responsible for wages and ensuring compliance with all state and federal labor laws.
  - b. To provide the necessary food, beverages, and consumable supplies used in the restaurant/concessions at his sole expense.
  - c. To determine the prices charged for food and drink served in the restaurant/concessions.
  - d. To make available on a yearly basis, a profit and loss statement for the restaurant/concessions and bar operations in a form satisfactory to the City Clerk, including full statement of expenses and profit, by November 15<sup>th</sup> of each year.
  - e. To reasonably ensure that employees and patrons do not smoke while in the building.
  - f. To reasonably ensure that employees do not consume alcohol while working.
  - g. To ensure all employees are dressed professionally and are clean, courteous, and efficient.
2. The Operator may obtain a liquor by the drink license, beer license, and wine license from the State of Idaho and Boundary County, and may operate, at his sole expense, a bar on such occasions as the Operator deems feasible. All expenses shall be the Operator's sole responsibility and he shall retain all profits thereof. Operator shall not neglect their other duties herein for service in the bar.
3. The City of Bonners Ferry specifically leases to the Operator the clubhouse as described in this agreement for the purpose of dispensing alcoholic beverages, including liquor by the drink for the term of this contract.

D. Duties—Golf Course Labor and Maintenance

1. Operator shall, at his expense, perform all ongoing and routine labor and maintenance on the golf course premises including, but not limited to, all duties and responsibilities outlined in "Appendix A" attached hereto and

- incorporated by reference.
2. Operator shall perform all tasks listed in "Appendix A" in a workmanlike manner and as a reasonable and prudent golf course manager would.
  3. Operator shall maintain all equipment in a prudent manner and in accordance with industry standards, including but not limited to, greasing, lubricating, and checking the fluids in all machines each time they are used or daily.
- E. Duties—Other
1. The Operator shall make themselves available to the City's Golf Committee for information and consulting purposes so as to facilitate their position as advisors to the City Council. The Operator shall likewise cooperate with the City Administrator and other City departments as to deal appropriately with Course conditions and repairs.
  2. The Operator shall be responsible for coordinating ongoing marketing and promotion of play at the Course. The Operator shall submit to the City Administrator, no later than July 1<sup>st</sup> a marketing plan for review. The City and Contractor shall confer and agree to a split of the advertising costs that is agreed upon for recommendation to Council.
  3. Operator will acquire, at its expense, Teesnap or a comparable program with which to conduct marketing and course management. All advertising by the Operator shall contain the Land and Water Conservation Service logo or designation. Advertising will include identifying areas as being publicly owned and operated as a public outdoor recreational facility.
  4. The Operator shall cooperate with the City's Auditors.

### **III. FACILITY OPERATIONS AND MAINTENANCE:**

#### **A. Pro Shop:**

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

#### **B. Driving Range:**

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

#### **C. Clubhouse:**

1. The Operator accepts the Clubhouse in its current condition. The Operator

may, at his expense, provide and install equipment, appliances, fixtures, and or other improvements to the area under the Operator's control with written approval of the City Administrator or the City Council. Unless otherwise agreed to, all items installed by the Operator with the exception of permanent fixtures shall be considered the property of the Operator.

2. The Clubhouse must be kept in a presentable manner for public occupation including cleanliness and organization.
3. The Operator shall provide janitorial services for the Clubhouse, including but not limited to: window cleaning, cleaning carpets as necessary, and cleaning of restrooms, storage, dining, and kitchen areas.
4. The Operator shall, as necessary, see that grounds around Clubhouse including deck, parking lot, sidewalks, and practice green are policed and cleaned as necessary.
5. The Operator shall ensure that the kitchen and dining facility are kept clean and attractive. Operator shall be responsible for obtaining any required food handler's licenses.
6. The Operator shall, at his expense, provide all supplies and tools necessary for carrying out maintenance responsibilities in the Clubhouse including cleaning supplies, light bulbs, paper products, and like consumables.
7. The Operator shall be responsible for the cost of the electric utility service to the Clubhouse.

D. Golf Cart and Club Rental:

1. The Operator shall provide, each day the course is open, at least four (4) sets of right-handed rental clubs and one (1) set of left-handed rental clubs shall be available for reservation, rental, or use by golf course patrons.
2. The Operator shall provide, each day the course is open, a minimum of twelve (12) power drive carts, all in good repair, for rental to golf course patrons.

E. Golf Course Maintenance:

1. The Operator shall perform all Course maintenance as dictated in "Appendix A," attached hereto and incorporated by reference herein.
2. The City and Operator shall collaborate on the removal of trees and tree stumps on and around the Course.

F. Golf Course Equipment

1. In cases where due to lack of routine maintenance or care is caused by the Operator or his agent's malfeasance or nonfeasance, the Operator shall be responsible for costs of maintenance, repair and or replacement of unit at their costs.

G. Golf Course Alterations Modifications and Improvements

1. Wherein improvement, alterations or modifications to the golf course are contemplated that will change the course of play, the Operator shall bring forth such suggestions first to the City Administrator and/or Mayor. The Operator shall include all changes proposed including cost implications that may result in such modifications. Prior to making any changes that affect play, or come at a financial cost to the city, the Operator shall first have approval by the Mayor and Council. Should modifications be

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

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

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

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

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

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

A. GREEN FEES, SEASON PASSES, PUNCH CARDS, and CART PATH FEES:

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

The Operator shall have the right to pass through any card or bank fees used in the transaction of acquiring any greens fees, season passes, punch cards or cart path

fees to the purchaser.

B. RAIN CHECKS, REFUNDS, AND COMPLIMENTARY GOLF:

Operator shall have the discretion to issue rain checks and refunds in conformance with adopted policies of the City. The City shall be entitled to its eighty percent (80%) share of these fees regardless of the reason for the refund or rain check.

Operator may also elect to provide complimentary rounds of golf at its discretion, but shall account for and remit the City's eighty percent (80%) share to the City.

C. DRIVING RANGE FEES:

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

D. CONCESSIONS AND BAR:

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

E. CONTRACT AMOUNT:

The City shall pay the Operator SIXTY THREE THOUSAND (\$63,000) in Twelve (12) equal monthly payments to be made during the first accounts payable cycle of each month beginning in January. This shall be on or before the tenth of each month in accordance with the City's payables schedule. Any additional adjustments shall be made upon mutual agreement. This contract amount has been adjusted to compensate the Operator for the following costs:

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

F. ACCOUNTING:

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

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

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

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

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

H. CART SHEDS: The City shall retain all fees collected from rental of space in the

cart sheds located on the premises.

I. LESSONS AND CLINICS

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

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

VII. **MISCELLANEOUS:**

A. [Reserved]

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

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

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

1. City Administrator

2. Mayor

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

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

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

H. Operator shall ensure that signs are displayed at the clubhouse and on the course

to indicate that the course is funded by the “Land and Water Conservation Service.”

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

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

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



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

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

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

**X. TERMINATION:**

- A. This Agreement may be terminated by either party for any reason with thirty (30) days notice to the other party.
- B. In the event the Operator's services are terminated for any reason, including non-renewal of this agreement as provided for in Section XIII, the Operator or its representative may offer to have the City purchase all merchandise and equipment in accordance with the following formula:
  - i. Floor merchandise, bar, and snack bar inventory by age of merchandise:
    - 00-06 months at invoice
    - 07-12 months at 95% of invoice
    - 13-24 months at 90% of invoice

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

**XI. NON-APPROPRIATION:**

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

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

**XII. COMPLIANCE WITH LAWS:**

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

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

**XIII. OPTION TO RENEW:**

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

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

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

**XIV. BREACH:**

In the event of a breach of any provisions of this agreement, or from any determination by a court that Operator's actual or factual relationship to the City is anything other than that of an independent contractor, the prevailing party shall be entitled to an award of its reasonable attorney fees and costs. The party asserting the breach must give the opposing party a reasonable opportunity to cure the breach before pursuing action in a court of law.

**XV. TAXES:**

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

**XVI. ENTIRE AGREEMENT:**

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

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

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

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

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

**CITY OF BONNERS FERRY**

**DODGER, LLC.**

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

By: *D. S.* (MEMBER)

Its: \_\_\_\_\_

Attest:

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

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 2025.

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

APPENDIX A

MINIMUM MAINTENANCE AND OPERATION REQUIREMENTS OF MIRROR LAKE  
GOLF COURSE

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

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

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

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

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

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

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

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



## APPENDIX B

### LOCATION OF MIRROR LAKE GOLF COURSE

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

LESS the following described tracts:

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

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

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

LESS the following described tracts:

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

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

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

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

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

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

# Bonnors Ferry Police Department

Vehicle Lease to Own option

# Yearly Costs

- Currently the City of Bonners Ferry has allocated \$70,000.00 for a new police car a year until the fleet is replaced.
- Based off \$15,000.00 in upfit (could be less, we estimated high).
- 4 new explorers and 1 f150 (pulling speed trailer ability to carry larger items).
- Open-End Lease agreement - \$66,034.10 for 5 years (do not own at end of 5 years)
- Can be purchased for \$8,000.00 per explorer and \$12,000.00 for F-150
- Finance Lease agreement - \$73,300.40 for 5 years (Own all vehicles at end of term)



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: January 31, 2025

**RE: City – Tamarack Lane Right-of-Way Dedication**

---

City staff has been working with the Boundary County School District (BCSD) to develop a strategy for enhancing traffic safety on Tamarack Lane, which is currently a street owned by BCSD. As a private street, it is not subject to patrol by the City Police Department.

This street dedication will allow for City Police patrol to the extent shown on the attached Exhibit A. The BCSD intends to keep maintaining Tamarack Lane, as it always has. If this dedication is accepted by the City, the following agenda item describes the responsibility of BCSD to continue maintaining the street, with no burden on the City Street Department.

If the Council believes this dedication to be in the best interest of the community, it can accept the right-of-way dedication of Tamarack Lane as described in the attached Exhibit A, from the Boundary County School District

Thank you,

Mike

When recorded Mail to:  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

---

**Document Title:** Grant of Right-of-Way Dedication and Acceptance  
**Grantor:** The Boundary County School District  
**Grantee:** City of Bonners Ferry  
**Legal Description:** As described herein and as shown in the attached Exhibit “A”

**PUBLIC RIGHT-OF-WAY DEDICATION DEED**

The Grantor, Boundary County School District, herein after “Grantor” whose address is 7188 Oak Street, Bonners Ferry, Idaho 83805 in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration, hereby grants unto the CITY OF BONNERS FERRY, herein after “Grantee” a municipal corporation of the State of Idaho, whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 and its heirs, successors, and assigns, a public right-of-way to be used for all lawful right of way purposes and uses of municipalities, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands.

Said lands being situated in the City of Bonners Ferry, Boundary County, State of Idaho, legally described as follows:

DESCRIPTION

A right of way for access through the North Half of the Southwest Quarter (N1/2 SW1/4) of Section Thirty-four (34), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; being Forty (40) feet in width and lying 20 feet on each side of the following described centerline:

Commencing at a point on the North line of said N1/2 SW1/4 which is N 89°39’04” W, 969.00 from the Northeast corner of the SW1/4; thence, perpendicular to the North line of the SW1/4, S 00°20’56” W, 451.36 feet to the centerline of an existing roadway and the TRUE POINT OF BEGINNING; thence along the centerline of the existing road the following 10 courses; S 46°02’56” E, 155.05 feet; thence on a curve to the right having a central angle of 19°38’54” and a radius of 575.03 feet, for an arc distance of 197.20 feet; thence S 26°24’02” E, 39.93 feet; thence S 44°17’39” W, 114.95 feet; thence on a curve to the left having a central angle of 14°40’14” and a radius of 778.38 feet, for an arc distance of 199.31 feet; thence S 29°37’24” W, 162.78 feet; thence on a curve to the right having a central angle of 33°49’46” and a radius of 208.07 feet, for an arc distance of 122.85 feet; thence S 63°27’11” W, 100.36 feet; thence on a curve to the right having a central angle of 26°29’25” and a radius 185.36 feet, for an arc distance of 85.70 feet; thence S 89°56’35” W, 472.53 feet to the Easterly right of way of Tamarack Street, a public road, and the terminus of this right of way; with the sidelines being extended or shortened to intersect adjacent boundaries.

IN WITNESS WHEREOF, Grantor have hereunto subscribed their names to this instrument this \_\_\_\_ day of \_\_\_\_\_ 2025.

GRANTOR:

\_\_\_\_\_

STATE OF IDAHO )  
 )  
 ) ss.  
COUNTY OF BOUNDARY )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a notary public for the state of \_\_\_\_\_ personally appeared \_\_\_\_\_, known to me to be the person named in the foregoing, and acknowledged to me that he executed the same as a free act and deed, for the uses and purposes therein mentioned.

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

Notary Public for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission Expires on: \_\_\_\_\_

**Acceptance of Grant of Right-of-Way (GRANTEE).**

The City Council did accept said right-of-way on \_\_\_\_\_, 2025 and did authorize the Mayor to sign said document and staff to file the fully executed document with the County Recorder.

CITY OF BONNERS FERRY

Attest:

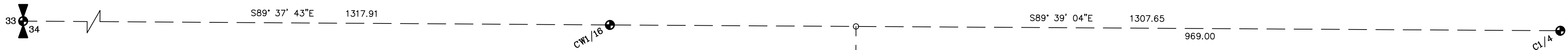
\_\_\_\_\_

City Clerk

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

Mayor

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2025



**EXHIBIT 'A'**  
 IN THE  
**N1/2 SW1/4 SECTION 34**  
**TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.**  
**BOUNDARY COUNTY, IDAHO**  
 FOR  
**BOUNDARY COUNTY SCHOOL DISTRICT NO. 101**  
**R/W TO CITY OF BONNERS FERRY**

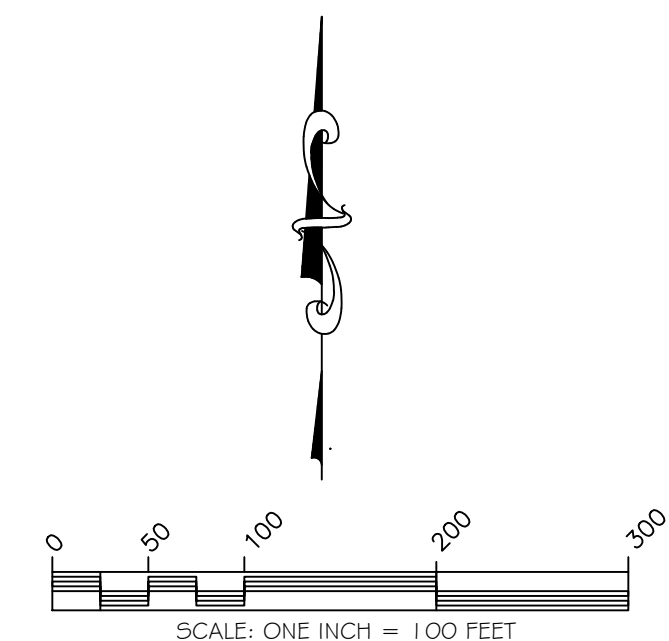
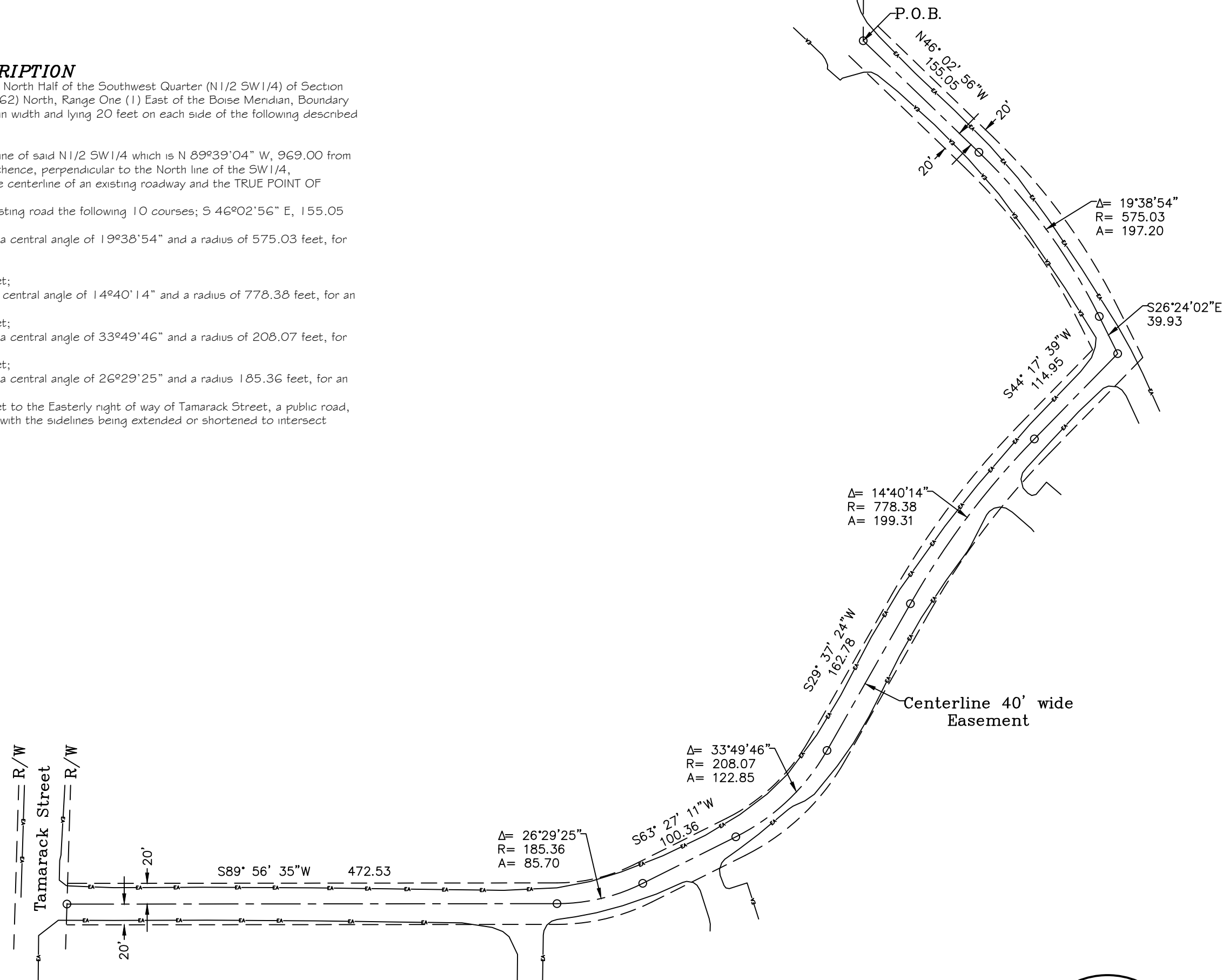
**LEGEND**

- FOUND CORNER EVIDENCE AS NOTED
- COMPUTED POINT
- EDGE OF ASPHALT
- - - CENTERLINE

**RIGHT OF WAY DESCRIPTION**

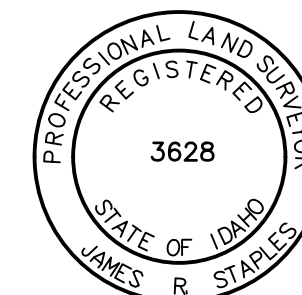
A right of way for access through the North Half of the Southwest Quarter (N1/2 SW1/4) of Section Thirty-four (34), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; being Forty (40) feet in width and lying 20 feet on each side of the following described centerline:

Commencing at a point on the North line of said N1/2 SW1/4 which is N 89°39'04" W, 969.00 from the Northeast corner of the SW1/4; thence, perpendicular to the North line of the SW1/4, S 00°20'56" W, 451.36 feet to the centerline of an existing roadway and the TRUE POINT OF BEGINNING;  
 thence along the centerline of the existing road the following 10 courses; S 46°02'56" E, 155.05 feet;  
 thence on a curve to the right having a central angle of 19°38'54" and a radius of 575.03 feet, for an arc distance of 197.20 feet;  
 thence S 26°24'02" E, 39.93 feet;  
 thence S 44°17'39" W, 114.95 feet;  
 thence on a curve to the left having a central angle of 14°40'14" and a radius of 778.38 feet, for an arc distance of 199.31 feet;  
 thence S 29°37'24" W, 162.78 feet;  
 thence on a curve to the right having a central angle of 33°49'46" and a radius of 208.07 feet, for an arc distance of 122.85 feet;  
 thence S 63°27'11" W, 100.36 feet;  
 thence on a curve to the right having a central angle of 26°29'25" and a radius 185.36 feet, for an arc distance of 85.70 feet;  
 thence S 89°56'35" W, 472.53 feet to the Easterly right of way of Tamarack Street, a public road, and the terminus of this right of way; with the sidelines being extended or shortened to intersect adjacent boundaries.



**BASIS OF BEARINGS**

Bearings are based on Idaho State Plane West Zone (1103), NAD83 Scale Factor: 1.0000  
 All distances shown are converted to ground.



<b>J.R.S. SURVEYING, INC.</b>	
PO BOX 3099-6476 MAIN BONNERS FERRY, ID. 83805 (208) 267-7555	
<b>EXHIBIT</b>	
FOR: BOUNDARY COUNTY SCHOOL DISTRICT	REVISION NO. 1
DWN BY: JRS/KK	DATE: 12/26/2024
S34, T62N, R1E, B.M.	SHEET 1 OF 1
BOUNDARY COUNTY, IDAHO	JOB NO. 24-66



**MEMORANDUM OF UNDERSTANDING BETWEEN  
BOUNDARY COUNTY SCHOOL DISTRICT AND  
CITY OF BONNERS FERRY**

This Memorandum of Understanding (hereinafter "MOU") is made and entered into by and between the City of Bonners Ferry and the Boundary County School District effective February 5, 2025.

WHEREAS, the Boundary County School District has dedicated the property described in Exhibit A to the City of Bonners Ferry. This property is a roadway known as Tamarack Lane, which was a private road that was owned and maintained by the Boundary County School District, prior to the dedication.

**SECTION 1. PURPOSE OF MOU**

This MOU formalizes the relationship between the participating entities in order to promote and enhance traffic safety on Tamarack Lane. This MOU also delineates the responsibilities for the maintenance of Tamarack Lane, and allows the City of Bonners Ferry Police Department to monitor traffic and enforce laws within the newly dedicated public right-of-way.

**SECTION 2. TERM**

The term of this MOU shall begin on February 5, 2025.

**SECTION 3. TERMINATION**

This Agreement may only be terminated by the parties, through a mutual termination agreement signed by both parties.

**SECTION 4. HOLD HARMLESS**

Each party agrees to hold harmless, defend, and indemnify each other including its officers, agents, and employees against all claims, demands, actions and suits (including all attorney fees and cost) arising from the indemnitor's performance of this Agreement where the loss or claim is attributable to the negligent acts or omissions of that party.

**SECTION 5. RESPONSIBILITIES**

The Boundary County School District is responsible for the maintenance of the dedicated right-of-way, described specially in Exhibit A, for Tamarack Lane including snow removal, storm and ground water drainage maintenance, roadway repairs, and all other duties and items of cost associated with year-round street maintenance. The City will be allowed to patrol, monitor, and enforce traffic laws within the dedicated public right-of-way.

**SECTION 6. NOTICE**

Any notice, consent or other communication in connection with this Agreement shall be in writing and may be delivered in person, by mail or by email. If hand delivered, the notice shall be effective upon delivery. If by email, the notice shall be effective when sent. If served by mail, the notice shall be effective three (3) business days after being deposited in the United States Postal Service by certified mail, return receipt requested, addressed appropriately to the intended recipient as follows:

**Boundary County School District**  
Jan Bayer, Superintendent  
7188 Oak Street  
Bonners Ferry, ID 83805  
[jan.bayer@mail.bcsd101.com](mailto:jan.bayer@mail.bcsd101.com)

**City of Bonners Ferry**  
City Clerk  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805  
[dgarcia@bonnersferry.id.gov](mailto:dgarcia@bonnersferry.id.gov)

This has been agreed to in cooperation with the City of Bonners Ferry Police Department and the Boundary County School District. As agreed to and in partnership with:

**BOUNDARY COUNTY SCHOOL DISTRICT:**

  
\_\_\_\_\_

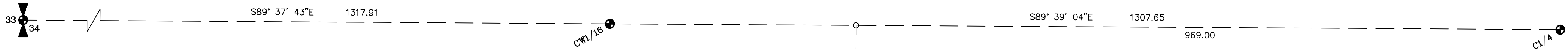
Ron MacDonald, Chairman

Date: 1/30/25

**CITY OF BONNERS FERRY:**

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

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



**EXHIBIT 'A'**  
 IN THE  
**N1/2 SW1/4 SECTION 34**  
**TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.**  
**BOUNDARY COUNTY, IDAHO**  
 FOR  
**BOUNDARY COUNTY SCHOOL DISTRICT NO. 101**  
**R/W TO CITY OF BONNERS FERRY**

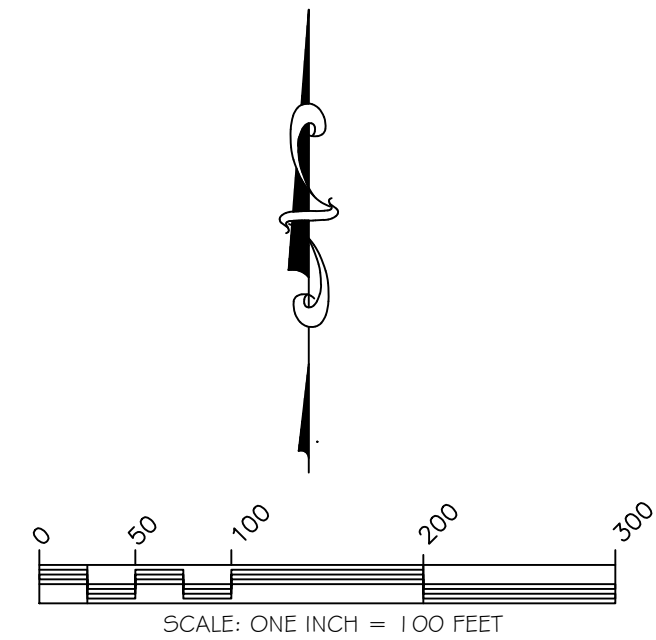
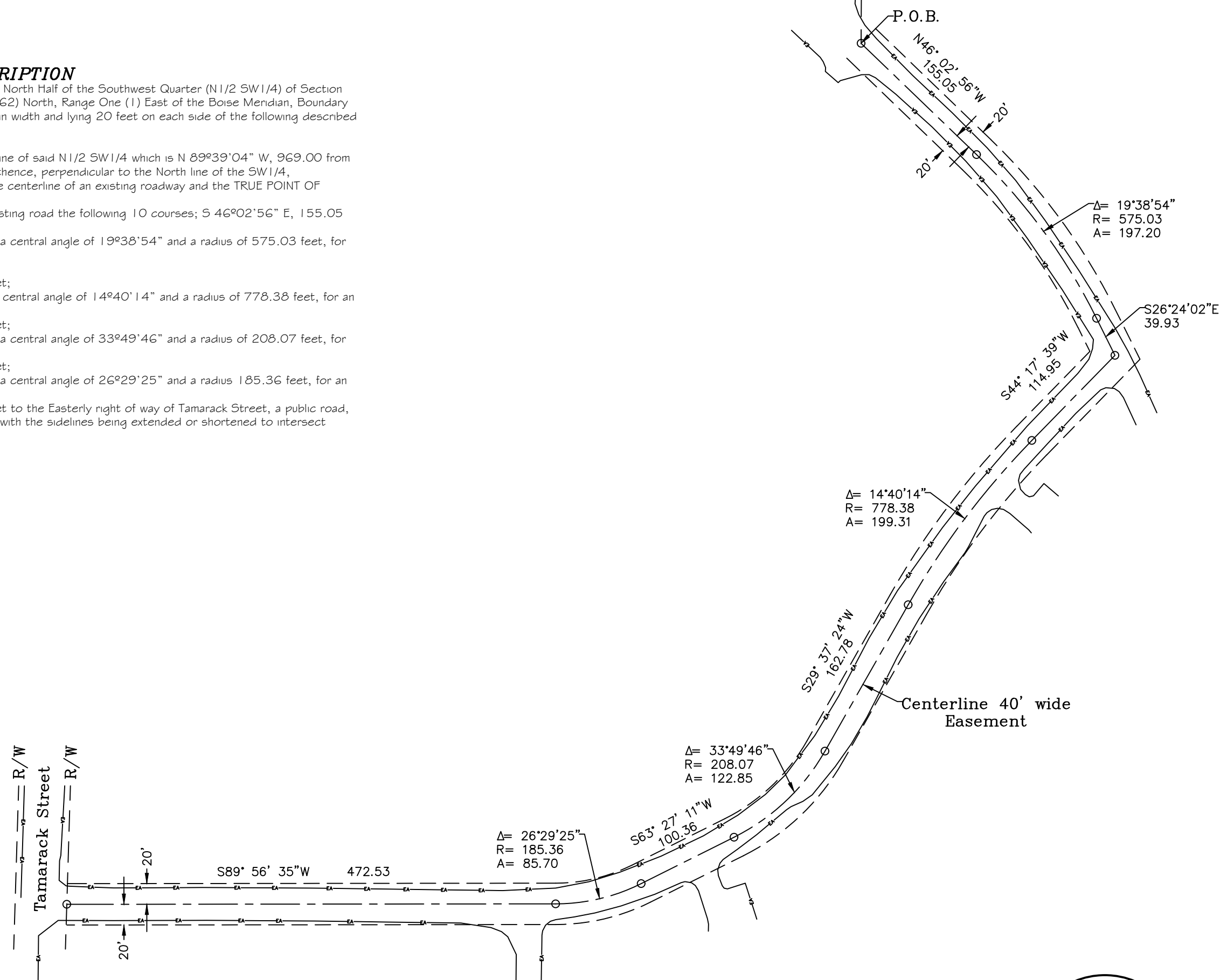
**LEGEND**

- FOUND CORNER EVIDENCE AS NOTED
- COMPUTED POINT
- EDGE OF ASPHALT
- - - CENTERLINE

**RIGHT OF WAY DESCRIPTION**

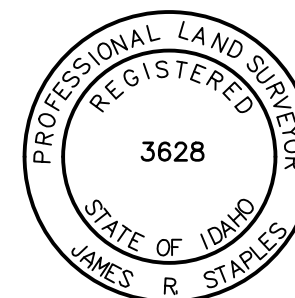
A right of way for access through the North Half of the Southwest Quarter (N1/2 SW1/4) of Section Thirty-four (34), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; being Forty (40) feet in width and lying 20 feet on each side of the following described centerline:

Commencing at a point on the North line of said N1/2 SW1/4 which is N 89°39'04" W, 969.00 from the Northeast corner of the SW1/4; thence, perpendicular to the North line of the SW1/4, S 00°20'56" W, 451.36 feet to the centerline of an existing roadway and the TRUE POINT OF BEGINNING;  
 thence along the centerline of the existing road the following 10 courses; S 46°02'56" E, 155.05 feet;  
 thence on a curve to the right having a central angle of 19°38'54" and a radius of 575.03 feet, for an arc distance of 197.20 feet;  
 thence S 26°24'02" E, 39.93 feet;  
 thence S 44°17'39" W, 114.95 feet;  
 thence on a curve to the left having a central angle of 14°40'14" and a radius of 778.38 feet, for an arc distance of 199.31 feet;  
 thence S 29°37'24" W, 162.78 feet;  
 thence on a curve to the right having a central angle of 33°49'46" and a radius of 208.07 feet, for an arc distance of 122.85 feet;  
 thence S 63°27'11" W, 100.36 feet;  
 thence on a curve to the right having a central angle of 26°29'25" and a radius 185.36 feet, for an arc distance of 85.70 feet;  
 thence S 89°56'35" W, 472.53 feet to the Easterly right of way of Tamarack Street, a public road, and the terminus of this right of way; with the sidelines being extended or shortened to intersect adjacent boundaries.



**BASIS OF BEARINGS**

Bearings are based on Idaho State Plane West Zone (1103), NAD83 Scale Factor: 1.0000  
 All distances shown are converted to ground.



<b>J.R.S. SURVEYING, INC.</b>	
PO BOX 3099-6476 MAIN BONNERS FERRY, ID. 83805 (208) 267-7555	
<b>EXHIBIT</b>	
FOR: BOUNDARY COUNTY SCHOOL DISTRICT	REVISION NO. 1
DWN BY: JRS/KK	DATE: 12/26/2024
S34, T62N, R1E, B.M.	SHEET 1 OF 1
BOUNDARY COUNTY, IDAHO	JOB NO. 24-66



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/ Administrator  
**DATE:** January 30, 2025  
**RE:** Electric – Tree Trimming Contract with Eby Tree Service

---

The City has budgeted \$200,000 in FY 2025 for tree trimming near powerlines. The electric department has spent approximately \$125,000 so far for FY2025.

Staff requests that Council approve the attached contract with Eby Tree Service to trim trees near powerlines as needed in FY 2025 for the electric department not to exceed \$75,000.

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

Mike

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and EBY TREE SERVICE, LLC, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform power line tree trimming services as directed by the City of Bonners Ferry Electrical Superintendent, at the labor and equipment rates listed in the attachment to this contract.

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

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

CONTRACTOR shall complete the work within the City's fiscal year 2025, that ends September 30, 2025.

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

Total not to exceed \$75,000.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the

Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

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

13. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

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

ENTITY:  
\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:  
By \_\_\_\_\_  
(Name)

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

Its \_\_\_\_\_  
(Title or Office)

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

WITNESS:  
\_\_\_\_\_  
(Signature of Witness or Notary Public)

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



EBY TREE  
SERVICE, LLC

ROW Management Rate Breakdown 2025

**Jarraff Rates -Planned VM maintenance (continuous work exceeding 40 hours)**

Groundman	\$29.24/Hr
Operator	\$47.24/Hr
Jarraff Tree Trimmer and associated expenses	\$148.47/Hr
<b>Total</b>	<b>\$224.95/Hr</b>

**Jarraff relocation via lowboy** **\$109/Hr**

**Skid Steer -Planned VM maintenance (continuous work exceeding 40 hours)**

Groundman	\$29.24/Hr
Operator	\$47.24/Hr
Skid Steer w/ Fecon masticating head and associated expenses	\$170.96/Hr
<b>Total</b>	<b>\$247.44/Hr</b>

**Excavator -Planned VM maintenance (continuous work exceeding 40 hours)**

Groundman	\$29.24/Hr
Foreperson	\$47.24/Hr
Excavator w/ Fecon masticating head And associated expenses	\$136.51/Hr
<b>Total</b>	<b>\$212.99/Hr</b>

**Bucket Crew -Planned VM maintenance**

Groundman	\$36.75/Hr
Trimmer	\$47.25/Hr
Foreperson	\$57.75/Hr
60/70 Elevator Bucket Truck	\$57.75/Hr
Wood Chipper	\$36.75/Hr

Pickup w/gear	\$14.44/Hr
---------------	------------

<b>Total</b>	<b>\$250.69/Hr</b>
--------------	--------------------

Bucket Crew - Overtime

Groundman	\$55.13/Hr
-----------	------------

Climber	\$70.86/Hr
---------	------------

Foreperson	\$86.63/Hr
------------	------------

60/70 Elevator Bucket Truck	\$86.63/Hr
-----------------------------	------------

Pickup w/gear	\$21.66/Hr
---------------	------------

Wood Chipper	\$36.75/Hr
--------------	------------

<b>Total</b>	<b>\$357.71/Hr</b>
--------------	--------------------

Bucket Crew -Storm Work

Groundman	\$55.13/Hr
-----------	------------

Climber	\$70.86/Hr
---------	------------

Foreperson	\$86.63/Hr
------------	------------

60/70 Elevator Bucket Truck	\$86.63/Hr
-----------------------------	------------

Pickup w/gear	\$21.66/Hr
---------------	------------

Wood Chipper	\$36.75/Hr
--------------	------------

<b>Total</b>	<b>\$357.71/Hr</b>
--------------	--------------------





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMINISTRATOR

---

TO: Mayor and City Council  
FROM: Mike Klaus, City Engineer/Administrator  
DATE: January 31, 2025  
**RE: Sewer – Lift Station #5 Project – Document Signatures**

---

The City awarded J7 the Lift Station 5 project in December. The project is now in the submittal phase which means that products are being proposed by the contractor for project installation. This project will be completed in fall of this year, and many documents will require the signature of an authorized City agent, for items such as pay applications, work change directives, and change orders, if needed.

In order to streamline project efficiency, I am proposing that you give the City Engineer/Administrator the authority to sign all project documents related to the Lift Station 5 project, including change order authority up to \$20,000.

Thank you,

Mike