

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
March 18, 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
3. Consider Approval of Alcohol Beverage License for the Boundary County Fair Board

NEW BUSINESS

4. **CITY- (action item)** [attachment]- Consider approving the Agreement for the Farmers Market for FY 2025.
5. **CITY- (action item)** [attachment]- Consider approval of the erosion control policy.
6. **FIRE- (action item)** [attachment]- Consider approval of the Acquired Structure Burn Agreement for Denver St.
7. **GOLF- (action item)** [attachment]- Consider approval to purchase a used Tee Mower.

8. **CITY- (action item)** [attachment]- Consider approval of a revised contract with REL.
9. **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;

ADJOURNMENT

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

Public Comment Guidelines:

Speakers are encouraged to:

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

No. 2025-22

City of Bonners Ferry

2025

RETAIL ALCOHOL BEVERAGE LICENSE

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

On Premises

LIQUOR

BEER: Container Only
Draft/Container

WINE:

Off Premises

BEER: Container Only
Keg, Jug and Container

WINE

Transfer Fee – Liquor, Beer, Wine

TOTAL

00.00
00.00
100.00
100.00
00.00
00.00
00.00
00.00
200.00

APPROVED:

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2025

This License Must Be Conspicuously Displayed

SPACE RENTAL AGREEMENT

AGREEMENT made between THE CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, herein "ENTITY," and BOUNDARY COUNTY FARMERS MARKET, herein "USER",

THE PARTIES AGREE AS FOLLOWS:

1. **USE OF PREMISES:** ENTITY hereby rents to USER the non-exclusive use of approximately 10,000 square feet of parking lot, Saturday mornings beginning April 26, 2025, and concluding October 4, 2025. The general area of use is as shown in Exhibit A, attached hereto.
2. **RENTAL FEE:** ENTITY agrees to lease to the USER for the contract period without a rental fee except for utility costs separately agreed to herein. ENTITY reserves the right to review the rental fee in future contracts should the ENTITY discover additional cost being created by the use of the premises.
3. **MEMBERSHIP IN CHAMBER OF COMMERCE AND TOURIST CENTER:** The parties to this Agreement recognize that the Farmers Market has the public benefit of attracting business to our community. As part of that community involvement the USER agrees to be a member of the Bonners Ferry Chamber of Commerce and the Bonners Ferry Tourist and Visitors Information Center.
4. **PURPOSE:** USER agrees to use the above Premises solely for the purpose of the sale of locally produced goods and for no other purpose.
5. **USE AND SECURITY:** USER acknowledges that this premise is designed for the public and shall not perform any activities or take any action which would endanger the public safety.
6. **HOUSEKEEPING:** USER agrees to keep the Premises clean and attractive at all times and return it to ENTITY in a good and clean condition. USER agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of ENTITY. USER shall be responsible for garbage cans for the market.
7. **VENDORS:** The USER will be solely responsible for the conduct of all market vendors.
8. **UTILITIES:** The USER agrees to the terms of the City's electric policy as existing or as amended from time to time for the electric pedestal that has been installed at the request of the USER by the ENTITY. The USER is subject to all requirements of that utility, including monthly usage fees and base rates. USER shall have exclusive use of this pedestal and shall utilize this exclusively for the purposes of electric needs of the USER.
9. **CONTACT:** All notices or compliance issues concerning this Lease shall be directed to the following individuals:

ENTITY:

Deborah Garcia
City Clerk
PO Box 149
Bonners Ferry, ID 83805
208-267-3105

USER:

10. **INSURANCE:** USER agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect USER, all USER'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 USER's acts. USER 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 thirty (30) days prior to cancellation of said policy.
11. **INDEMNIFICATION:** USER 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 USER, USER's agents, employees, or representatives under this Agreement.

12. **USE:** USER agrees not to store, generate, use or bring upon the property hazardous waste as defined by applicable laws or otherwise use the property in a manner that will increase ENTITY's insurance rates for the property.

The USER agrees to that all vendor vehicles not integral to the product being sold will not be parked in the City Parking Lot or the Meeker Parking lot. Parking is available on Riverside Street, Arizona Street, and at the Fire Hall Parking Lot.

13. **TERMINATION:** This Agreement may be terminated immediately by ENTITY for breach of this Agreement by USER and either party may terminate this Agreement by 30 days written notice of termination to the other party.

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

15. **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.

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

DATED this ____ day of _____, 2025.

ENTITY:

CITY OF BONNERS FERRY

By:

Rick Alonzo, Mayor

ATTEST:

Deborah Garcia, Clerk

USER:

BOUNDARY COUNTY FARMERS
MARKET

By: ADIWA FELDMANN

A. L. Fel

WITNESS:

Form and content approved by Andrakay Fluid as attorney for the City of Bonners Ferry—March 5, 2025.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/Admin
DATE: March 13, 2025
RE: Proposed Erosion Controls Standards

City staff put together the attached Erosion Control Standards for the City. Currently there are some erosion control provisions in the City's Subdivision Ordinance, but none that apply universally. The intention of the standard is to protect the City with respect to keeping dirt, sediment, and contaminants out of City rights-of-way and stormwater conveyances.

Please contact me with any questions you may have.

Thank you,

Mike

City of Bonners Ferry

Erosion Control Standards

A. GENERAL REQUIREMENTS AND APPLICABILITY:

The City of Bonners Ferry Erosion Control Standards shall apply to all construction and excavation projects within the City limits which move dirt and/or create exposed soil. The purpose of these standards is to 1) Protect adjacent properties, streets and stormwater systems from sediment and pollutants attributed to land disturbance, excavation, grading and construction activities. 2) Keep sediment and pollutants out of our creeks, rivers and lakes.

All landowners, businesses, utility companies and contractors are responsible to ensure that land disturbance activities will cause no damage or adverse effects to adjacent properties including:

- Undermining the structural integrity of adjacent soil and property.
- Causing soil to slide or move onto adjacent properties, easements or right-of-ways.
- Tracking soil and/or pollutants onto roadways, approaches, sidewalks, and easements.
- Allowing sediment and/or pollutants to leave the subject property boundaries.
- Allowing dirt and dust to be transported through the air during windy conditions.
- Allowing sediment and/or pollutants to enter existing storm water drainage systems.

B. IDAHO STATE REQUIREMENTS

All landowners, businesses, utility companies and contractors are responsible to review the erosion control requirements on the Idaho Department of Environmental Quality (IDEQ) website. In general, owners and operators of construction projects that: 1) disturb one or more acres (or are part of a common plan of development that disturbs one or more acres) and 2) discharge storm water, must obtain coverage under the storm water Construction General Permit (CGP).

C. EROSION, SEDIMENT AND POLLUTANT CONTROLS

Silt fence shall be installed prior to ground disturbance whenever applicable. Seeding of exposed soils shall take place immediately after final grading. All erosion, sediment and pollutant controls (BMP's) shall be installed according to the latest version of the Idaho Catalog of Storm Water Best Management Practices as published by IDEQ.

- EROSION CONTROL measures include stabilizing exposed soils with grass seeding and mulch, directing storm water to vegetated areas and minimizing soil disturbance.
- SEDIMENT CONTROL measures include silt fencing, rocked construction site entrances, check dams, catch basin inlet protection, straw wattles, dust abatement with water, and keeping sediment from entering existing storm water drainage systems.
- POLLUTANT CONTROL measures include proper equipment storage and vehicle maintenance, equipment and concrete washout areas, secondary containment for oils and refueling on-site along with proper storage, handling and disposal of materials and waste; keeping all potential pollutants from entering existing storm water conveyance systems.

City of Bonners Ferry
Fire Department

Acquired Structure Burn Agreement

The agreement is made and entered into this 13 day of March, 2025, by and between Mountain Springs Church, the owner of the Subject Property outlined herein and hereinafter referred to as the "Property Owner," and the CITY OF BONNERS FERRY, a municipal corporation duly established under the laws of the state of Idaho, hereinafter referred to as the "City."

WHEREAS:

1. City is a municipal corporation with a departmental Fire Department which provides fire suppression and other services to residents and others whom it contracts with for such service.
2. City has an interest in obtaining dilapidated, condemned, or unwanted structures in order to train and educate those individuals engaged in fire suppression services on behalf of the City.
3. Property Owner recognizes that the quality of fire suppression services provided by the City improves with training and education, including the services it may one day need from the City.
4. Property Owner is the owner of certain real property which has been identified as "Subject Property" and which is more particularly described as:
 - a. Physical Address: 6745 Denver Street, Bonners Ferry
 - b. Tax Parcel Number: RFB 0160001011AA
 - c. Name Appearing on Deed: Mountain Springs Church
5. Property Owner is the owner of certain building(s)/structure(s) located on the Subject Property, hereinafter referred to as the "Donated Structure(s)," which it is willing to donate to the City for training and/or educational purposes.
6. Property Owner shall provide the City with detailed descriptions of the Donated Structure(s) sufficient to enable the City to accurately identify the Donated Structure(s).

A summary of said description of the Donated Structure(s) is as follows:

Light blue house at address listed above.
Windows + one door boarded up.

NOW, THEREFORE, in consideration of mutual benefits outlined herein, Property Owner hereby gives, relinquishing all right and title, without cost or charge to the City, the Donated Structure(s) located on Subject Property, with the following terms and conditions:

1. Property Owner agrees to permit the City to burn and/or otherwise destroy said Donated Structure(s) in its entirety.
2. Property Owner understands that by virtue of the contemplated destruction of the Donated Structure(s), damage may occur to trees, brush, soil, or vegetation in the surrounding area of the Donated Structure(s).
3. Property Owner asserts that it will have all utilities of every kind and nature notified and ensure that all utility service lines are disconnected prior to destruction of the Donated Structure(s).
4. Property Owner asserts that it will notify its insurance provider of the gift of the Donated Structure(s) to the City and the contemplated destruction of said structure(s).
5. Property Owner hereby **RELEASES, WAIVES, and DISCHARGES** the City, their successors and assigns, and their officers, employees, and agents, from all liability, loss, damages, possible or actual causes of action, and claims, including claims for or relating to damage, loss or injury to persons or property, in any way resulting from or related to the conduct of activities of the City on the Subject Property.
6. City affirms that it will conduct all activities related to destruction of the Donated Structure(s) in accordance with departmental policies and procedures, as well as endeavor to comply with best practices and industry standards pertinent to said activities.
7. City does not warrant or make any promises related to the condition of the Subject Property after destruction activities are completed.

PROPERTY OWNER:

Name: John Murtagh
Signed: [Signature]
Date: 3/13/2025

CITY:

Name: _____
Signed: _____
Date: _____

For Internal Use Only

- | | |
|---|---|
| <input type="checkbox"/> Property Inspection Conducted | <input type="checkbox"/> Insurance Carrier Notified of Activity |
| <input type="checkbox"/> Photographs/Video of Donated Structure | <input type="checkbox"/> Ownership on Deed Verified |



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/Admin
DATE: March 13, 2025
RE: Golf – Tee Mower Replacement

Staff has been looking for new or used tee mower for the City's golf course, as the current one needs to be replaced. The City budgeted \$35,000 for another tee mower for 2025, not knowing exactly what we could find. Staff has been in discussion with a used mower sales person near Salt Lake City that will have three lease return mowers coming in June of 2025. All three of the mowers currently have under 1,000 hours on them.

I have been in contact with the salesman, Dave Combe, and he has said that he would sell one of those mowers to us for \$15,000 plus shipping at \$2,000. The mower will be set up with eight blade reels specific to cutting tee areas at ½ to 5/8" high. I request that the City Council authorize staff to purchase a used mower from Dave Combe for up to \$17,000 delivered.

Attached is a picture of a Toro 3300 Greensmaster, which is the same model of mower Dave is selling. Please contact me with any questions you may have.

Thank you,

Mike



INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Ripplinger Engineering Laboratories herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following work in accordance with the attached REL 2025 Rates for Engineering Services: Electrical and hydro engineering services as requested by ENTITY.

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:

[X] CONTRACTOR will work at various times as directed by the City from March 18, 2025 and continue until December 31, 2025 unless this Agreement is terminated with thirty (30) days written notice by either party

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

In accordance with attached REL 2025 Rates for Engineering Services

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

Ripplinger Engineering Laboratories

Telephone: 509-892-1375

Fax: 509-892-7471

Internet: R.E.L@comcast.net

4117 N. Garry Rd.

Otis Orchards, WA 99027



REL

Bonnors Ferry REL 2025 Rates for Engineering Services

Item	Charge
Design & Field Engineering, professional engineer less than 40 hours per billing, overtime is not charged	\$175/hour
Design & Field Engineering, professional engineer more than 40 hours per billing	\$150/hour
On Retainer	\$150/hour
R&D / IP Specialist	\$150/hour
Engineering Drafting	\$85.00/hour
Test equipment rental	Please contact REL for particular test type
Printing of engineering drawings	\$5.00 each for "D" plot
Per diem	\$100 / day plus lodging
Vehicle charge	\$0.667 / mile

REL invites inquiries on a project basis and will provide engineering estimates or quotations, please contact us.