

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
April 15, 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. Approval of Minutes from the 7/23/24 Joint Meeting, 9/3/24, 10/1/24 and 10/15/24 Regular Council Meetings.

NEW BUSINESS

4. **CITY- (action item)** [attachment] – Consider approval of Agreement with the Idaho Department of Agriculture to operation boat check station on City property.
5. **ELECTRIC- (action item)** [attachment]- Consider approval of scope, fee, and contract for inundation mapping update.
6. **PLANNING AND ZONING- (action item)** [attachment]- Consider approval of the addition to the public record of the public comment from Robert and Diane Bell regarding the Woodland Mennonite Church Special use permit File #SUP014-24 and include the comment in the written decision approving this file.

7. **CITY- (action item)** [attachment]- Consider approval of easement and agreement with Kal Kemmish.
8. **GOLF- (action item)** [attachment]- Consider approval of proposed golf expenses.
9. **ELECTRIC- (action item)** [attachment]- Consider request to BPA to remain a load following customer.

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.

MINUTES
SPECIAL CITY COUNCIL MEETING
July 23, 2024
5:30 pm

Mayor Alonzo called the meeting to order at 5:30pm. Council members present were Val Thompson, Adam Arthur, Brion Poston, Ron Smith.

City of Moyie Springs present were Mayor Geoffrey Hollenbeck, Council Members Debbie Rauth, Lester Love, Pat Stevens, Terry Johnson.

County Commissioner present were Chairman Tim Bertling, Commissioners Ben Robertson and Wally Cossairt.

Staff Present were City Engineer/Administrator Mike Klaus, City Clerk/ Treasurer Deborah Garcia.

City of Moyie Clerk/Treasurer Donna Wilson Funkhouser.

Boundary County Commission Clerk Michelle Rohrwasser, County Clerk Glenda Poston.

Public present were Gerald Higgs, John Nelson, Emily Bonsant, Caleb Davis, Steve Economu, Richard Jenkins, Linda Endow Hall, Shirley Mitchell, Elsie Hollenbeck.

NEW BUSINESS

1. **CITY {DISCUSSION ONLY}** Combined community workshop with Boundary County Commissioners and the City of Moyie Spring Council. The items to be discussed and in no particular order may include:

CITY OF BONNERS FERRY

A. City of Bonners Ferry Updates

City Engineer/Administrator Mike Klaus said the city is in the process of relicensing the dam. The license needs to be renewed by 2029. Staff is working with a consultant to help with the process. Currently the process is at the development of special studies stage where the pre-application document has been completed and are now moving forward with the studies that will take place next year such as stream testing, fish, and some historical preservation issues that might need to be investigated. When the project is finished it will cost up to \$650,000.00.

The controls upgrade at the dam was just finished at the dam that we received a grant from Idaho Energy and Resource Management for \$233,000.00. The project cost was approximately \$500,000.00. City of Moyie Springs Mayor Hollenbeck asked why they are not fighting the city over the relicensing of the dam. Mike answered that there has been a push to remove some of the dams in the Northwest and if they were removed the fish would go upstream. The Moyie dam, if it was removed has falls below the dam so if the dam was not there the fish would not be able to go upstream and that is our saving grace. The city also doesn't have any changes and changes are what raise red flags.

B. Area of city impact-recent legislative changes

Mike Klaus said that there have been some pretty big legislative changes with Area of City Impact. Mike handed out a copy of senate bill 1403 having to do with annexation. Mike said that it no longer says Area of City Impact it now says Area of Impact. It specifically names the county for being in control of areas of city impact. It cannot extend more than two miles from the existing city limits. In the bill it states that cities and counties must review their existing areas of impact and re-establish those in conformity with the new law by December 1, 2025. Failing to conduct that review and establishment by the deadline nullifies any existing areas of impact and requires the city and county to start at the beginning. Mike said where some good judgment will have to be exercised is, where would we likely annex to within the next five years. One thing that was deleted in the former process was a committee of nine that would help resolve impasses between counties and cities. Mike said he wasn't sure if this really fixed the problem by saying it would be a four-member recommendation committee. If this fails then it ends up going to court, which no one probably wants to do.

BOUNDARY COUNTY

C. County Updates

Boundary County Commissioner Chairman Tim Bertling said that Road and Bridge is busy chip sealing. They are out at Herman Lake Rd., Old Highway Two Loop, they will then move to Brown Creek, and when those are complete then they will move to the Three Mile Area. They have been crushing very well out in Moyie. Road and Bridge is down two employees and mentioned if anyone knows someone who might want to apply, please have them contact the Road and Bridge office.

The county has been working on the interior design for the Safeway building and what can possibly be done as far as rooms and what they can accommodate.

Chairman Bertling introduced the Landfill Superintendent Richard Jenkins who will give an update on the landfill. Mr. Jenkins said that they are in the process bailing the metal pile and have already bailed over 700 tons. There will be a new area for metal processing. The landfill has done some asphaltting around the office to prevent some soil that goes outside the landfill during the mud season. The landfill has started grinding the wood pile and they will make an area for the new air curtain burner system that will help alleviate the diverting of wood waste into the landfill itself and to be able to burn it creating a bio-char byproduct that will hopefully generate revenue like the metal pile does.

Chairman Bertling said they have been receiving a lot of calls about commercial huckleberry picking and that is a forest service issue.

D. Linda Hall from Bonners Ferry Vet Clinic- Feral cat spay/neuter program.

Chairman Bertling handed the floor to Linda Hall from Bonners Ferry Veterinary Clinic with a presentation on Feral cat spay/neuter program that they have. Linda said when their cat buddy passed away, she decided she needed to honor his passing and created the Buddy Hall Memorial Fund. They have raised approximately \$10,000.00 in donations from people who agreed that there was a feral cat problem. Unsterilized cats can produce between 500 and 5,000 cats in just seven years. Bonners Ferry Veterinary Clinic holds clinics once a month, and they take in feral cats daily. They must come in a live trap (the clinic has one to borrow), they are then spayed and Neutered, the ear is tipped and then they are released. The cost is \$20.00 per cat and that covers supplies and anesthesia. All of the time is volunteer.

E. Continuation of the walking trail inside city limits that would connect the trail system built by 9B Trails.

Chairman Bertling discussed the old bridge and working with the city to get Union Pacific and get a trail system. The county has acquired more property down by the riverside fields, making it into a better park and more accessible for people on the Northside. The county's attorney is eager to approach this. 9B trails really wants it as well and has no problem fundraising for it. Chairman Bertling asked the City of Bonners Ferry for their thoughts. City of Bonners Ferry Engineer/Administrator Mike Klaus said the trail would be great for the city and is just a matter of following the easement laws, what they are given for and the money and where does that come from. Mayor Alonzo said that the railroad is the sticking point. Chairman Bertling said that they want money. Mike said the first thing is who is the sponsor and a discussion on what the steps will be is a good starting point and that would be his recommendation to council. Council member Val Thompson said that she remembers that the cost to Union Pacific for the easement was going to be somewhere around \$50,000.00.

F. Recycling.

Chairman Bertling asked if the recycling pickup was every two weeks and what the percentage of participation. Mayor Alonzo confirmed the frequency of pickup and Council Member Arthur said that there is not a lot of buy in. Council Member Poston said that if Frederickson's would provide the blue containers, then there would be more people recycling. When the program began the customers were given a blue recycle bin and now the customer must provide their own and the containers. The ones that were given out at the beginning are small and some people have more than the container can hold so they stop doing it. Chairman Bertling said that the need to recycle needs to be stressed with the population growth over 20 tons per day puts them 5 tons over per day.

City of Moyie Council Member Stevens asked if there was any dust mitigation out in the Moyie pit where they are crushing. Chairman Berling said that no they do not currently but will contact the

Road and Bridge Superintendent Brad Barton to see if they can do something about the dust the loader creates.

CITY OF MOYIE SPRINGS

G. City of Moyie Springs Updates.

City of Moyie Springs Mayor Geoff Hollenbeck said they have their water back and that this has been a painful process as they have had to submit plans and payment to DEQ and then re-submit. The city of Moyie is thankful to Three Mile Water for letting them hook on to their water until they got theirs fixed. They are inner connected and would not have had water without them.

The Moyie sewer project is continuing at a good pace. The weather has been hot and with the slabs poured, they have had to cover them with insulation blankets to prevent the concrete from curing too quickly. The city is looking forward to having the project taken care of.

The increased traffic due to the road construction has caused people to use Roosevelt Road more and there is an issue with people speeding. Moyie would like to see more police patrolling the area. Chaiman Bertling asked if the city of Moyie had ever thought about going into an agreement with the Sheriff's office. Mayor Hollenbeck said that they have, and it is expensive. They would have to pay a deputy for 20-30 hours at the overtime rate and it would be 2-3 days per week. The city just doesn't have that much money. Mayor Hollenbeck does not want to pass that cost on to the citizens as a lot of them are elderly and on a small, fixed income. The city has looked into Hiring a retired officer, providing a vehicle, and would have them patrol a few random days per week. The city is looking into how they could pay for it.

H. Mutual Aid

City of Moyie Springs Council Member Pat Stevens wanted to talk about the mutual aid agreements between the city and other fire districts. Mr. Stevens said that the city of Moyie will always respond to assistance outside the city limits, but with that comes risk management. The city will be working with local fire districts to come up with an agreement. The City of Bonners Ferry has property right outside the Moyie city limits. The city of Moyie Fire Department is listed on the flow chart for the Emergency Action Plan in case of a Moyie Dam failure. The cities do have an MOU between each other, but it has been several years since it has been updated. Fire Chief Steve Economu said that there is work in progress as of last night. Chief Economu has been working with City Fire Chief Dave Winey.

I. Election- Back entry with ADA compliance.

The polling place for elections is at the Moyie city hall. The city is looking into upgrades and utilizing a back door to help with the flow of foot traffic of voters during elections. Moyie was asking if there was any funding to help with these upgrades to make the space ADA compliant. County Clerk Glenda Poston would look into any funding that might be available to help with the cost of this.

The next joint meeting will be hosted by the City of Moyie Springs in January 2025.

ADJOURNMENT

Mayor Alonzo adjourned the meeting at 6:57 pm.

MINUTES
September 3, 2024
6:00 pm

Mayor Alonzo called the meeting to order at 6:00 pm. Council members present were Ron Smith, Adam Arthur, Brion Poston, Val Thomsson.

Staff members present were City Engineer/Administrator Mike Klaus, City Attorney Andrakay Pluid, Police Chief Willie Cowell, City Clerk/Treasurer Deborah Garcia.

Public present were David Sims and David Clark.

PUBLIC COMMENTS

There were no public comments.

REPORTS

Police- No report

Fire- No report.

City Engineer/Administrator- Mike Klaus said that the mold testing done on August 26th showed significant mold. The technical name for it is penicillium aspergillus. This was present in most places in city hall and the decision was made to close city hall until remediation, which is due to start tomorrow at 10:00 am. Mike said that he did not think that any of the molds were characterized as serious, but feels there are enough people that could be affected by it was worth shutting down and we should be able to get back into the office on Thursday. There will be a strong order of vinegar in the building after they are done and hopefully people will be able to tolerate the smell from that. Mike said that he had forgotten about the basement, and they are sending me a quote tonight that he feels will be around \$3,000.00 because of the \$2.00 per square foot and the basement is roughly 30 ft. by 50 ft. Mike feels like the total cost for the remediation will be around \$17,000.00. Mike said that the city did have some water come down right when you walk through the police department door and in the bathroom downstairs and this will be a hard fix because the walls are plastered and getting into the wall will pretty much tear it all out. Mike said the courthouse has been dealing with the same thing.

Urban Renewal District- David Sims said that they did have their August meeting, and they did approve a MOPA with Jim Ball which is a Master Owner Participation Agreement for the sidewalks on Wilson St this is a reimbursement contract. Mr. Ball is not planning to install the sidewalks until spring.

SPOT- No report

Golf- no report.

EDC- David Sims said that there is a grant opportunity that has come out from the state, and it is through the Historical Society. They are looking for projects to celebrate America's 250th birthday in Idaho and you can get grants up to \$15,000.00. David said that he had talked to the museum, and there might be another entity interested. The thought was it would be a good time to get something in the tunnel. When it was built, the original plan was to have something in there besides just the metal tube. David said if it all comes together that he might come to the next council meeting to see if the city would be interested in participating and it would be nice to get some different lighting and maybe some signage at the beginning of the bridge. David said he wasn't sure if anyone would remember that it was an ITD project that they removed a historic bridge and to compensate for that, they did a sign at the end of the bridge and then two interpretive signs in the generator house and so he was thinking something like that along one or both sides of the tunnel. The applications are due at the end of September.
only

The Moyie Springs sewer project is going well and there are no issues there.

The other grant opportunity that has come up is through the Idaho Department of Commerce that is offering block grants to community centers and senior centers. David spoke with Linda Lederhos from the senior center, and she may be interested in applying for one. Block grants go through the city or the county. This one would have to go through the city. David said in a sense, it is a pass through, but the city does have obligations. David said that he had talked to the mayor about putting it on the September agenda and said he will gather some information together.

David said on the Northside Park, he was talking to the commissioners, and they said yes, to go ahead and talk to the consultant that was in contact with Larry Davidson the last time, but the consultant works with the railroad, they are not employees of the railroad, but they do things for the railroad. Larry Davidson received a quote for engineering services for the preliminary engineering in the amount of \$15,000.00. The person Mr. Davidson has been communicating with has moved out of the area, but his replacement called David back and said yes, if anyone is interested that they would have to essentially start over and request an application. It is a two-step process and the \$15,000.00 is just for looking at the plans and does not include the construction, the design or anything that they would require. He said that whatever ends up there would have to meet their current crossing standards and you just do not know what they are going to require. David is not sure if the city has any interest in the project. The trail will serve the county park and there is no reason the county could not do it. The only part of it that would require the city's permission is the path of grass up onto Chinook St.

David said that he has been working with Idaho DEQ. David is doing an EPA assessment application for the Safeway building. One thing they are looking at is remediation of mold. David said this could be a source for funding to help if the city has any further issues with mold remediation.

David touched a little on what has been talked about around town of maybe changing Bonner St. the section between First St. and Main St. into a one way so there could be wider sidewalks between the old corner drug building and the old bank building. This would also allow for lighting to go in there. If you look down the street at night, it is very uninviting right now. David said we would not want to do it until the business owners were ready to help with the cost of the sidewalks.

GUEST

Vanessa David with Condie Stoker & Brown- presentation of the FY 2021 Audit.

Due to relocation of the meeting to the Visitor Center there was no access to zoom. Vanessa will present at a later meeting.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes for 5/7/24,6/4/24,7/2/24,7/29/24,08/01/24,08/20/24 Council meetings.
4. Consider authorizing the mayor to sign the Memorandum of Understanding for the SRO position for the Boundary County School District effective 9/2024 through 8/2025.

Adam Arthur made a motion to approve the consent agenda. Ron Smith seconded the motion.

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

NEW BUSINESS

5. CITY- PUBLIC HEARING Fiscal Year 2025 Budget Hearing

Mayor Alonzo opened the public hearing for FY 2025 budget hearing at 6:17 pm. Mike Klaus said that it has been sent to the Herald and published three times in August. Mike said that there was a \$1.00 discrepancy due to the excel sheet rounding it added a dollar. The amount is \$3,790,201. And if you add the numbers up, they are \$3,790,200. Mayor Alonzo asked the public if they had any comments and hearing none, Mayor Alonzo closed the hearing at 6:20 pm.

6. CITY- (action Item) (attachment)- First Reading by Title Only of Fiscal Year 2025 Appropriation Ordinance.

Adam Arthur made a motion to have the first reading by title only of Fiscal Year 2025 Appropriation Ordinance. Ron Smith seconded the motion.

City Attorney Andrakay Fluid read the Ordinance by title only as follows:

Ordinance 618 an ordinance entitled the annual appropriation ordinance for the fiscal year, beginning October 1, 2024, appropriating the sum of \$22,298,722.00 to defray the expenses and liabilities of the City of Bonners Ferry, for said fiscal year, authorizing a levy of sufficient tax upon the taxable property and specifying the objects and purposes for which such appropriations are made.

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

7. CITY- (action Item)- Suspend the Reading Rules and Adopt Fiscal Year 2025 Appropriation Ordinance #618.

Val Thompson made a motion to suspend the reading rules and adopt Fiscal Year 2025 Appropriation Ordinance #618. Adam Arthur seconded the motion.

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

8. WATER- (action item) [attachment]- Consider new Genset for City Hall, Northside Pumps.

Mike Klaus said that something staff have been considering this for a while putting generators in key locations and recognize that if the power is out, there is really no way to deliver water to the Northside. Mike said they looked for a generator to provide power to both pumps from the back of city hall. This is a unique voltage of 208

and the good news is that if the city were only using one pump the generator would be able to power city hall as well which would keep our server up and going. If council decides to move forward with this, Mike did get a revised quote for the automatic transfer switch. Council could say up to \$45,618.00. This generator will be natural gas as propane would mean we would have to have a tank on site.

Ron Smith made a motion to approve the purchase of a new generator and transfer switch from Selkirk Power Generation for \$45,618.95. Adam Arthur seconded the motion.

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

9. **CITY- (action item)** [attachment]- Consider pay increase for Ken Robertson.

Mike Klaus said the last time we used Ken Robertson was for the golf course pump shed and the city tries to keep him on as a carpenter as needed. Mike said \$35.00 per hour is quite a bit less than what he is making currently at other places, and it is \$55.00 or \$60.00 per hour. Staff looked at getting a contractor or using city staff and Mike said that it is not possible with just our staff if Ken is not hired. Mike is proposing to increase Ken Robertson’s pay to \$50.00 an hour with no benefits associated with it. It will be 19 hours per week, which will cost approximately \$1,000.00 per week and over a six-to-eight-week period would cost about \$8,000.00.

Brion Poston made a motion to approve a pay raise from \$35.00 per hour to \$50.00 per hour. Val Thompson seconded the motion.

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

10. **Executive Session** - 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.

Val Thompson made a motion to go into 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. Ron Smith seconded the motion.

The Mayor and Council went into executive session at 6:30 pm.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Ron Smith

Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

ADJOURNMENT

The Mayor and Council came out of executive session at 6:52 pm. No decisions were made.

Mayor Alonzo adjourned the meeting at 6:52 pm.

MINUTES
October 1, 2024
6:00 pm

Mayor Alonzo called the meeting to order at 6:00 pm.

City Council members present were Val Thompson, Brion Poston, Adam Arthur, and Ron Smith

Staff Present were City Engineer/Administrator Mike Klaus, Assistant Police Chief Jeremy Garrett, City Clerk/Treasurer Deborah Garcia, and City Attorney Andrakay Pluid by Zoom.

Members of the public were David Clark, Phyllis Smith, Golf Manager Ben Staples, Jessica Tingley and Emily Bonsant.

PUBLIC COMMENTS

Phyllis Smith said that she had just heard that Mike is working on the problem house next door to her. Phyllis said that council needs to create an ordinance forcing people to take care of their homes. She stated that there are already some ordinances that could be enforced like licensing dogs. There are a lot of things that could be done to make people comply.

REPORTS

Police- Assistant Police Chief Jeremy Garrett reported that from September 17th through September 30th there were sixteen incidents, six arrests, and twenty citations, eight of which were excessive speeding.

Fire- No report.

City Engineer-Administrator- Mike Klaus reminded the council of the significant power outage last week. He said it was the longest one that he remembers in the last twenty years. Most of the outage was due to trees in BPA's transmission lines. The crew did a great job and changed out around fifteen transformers. It took three transformers to get the water plant up and going. The good news is that with the work of installing generators at the sewer lift stations, the water and sewer systems continued to run smoothly during the power outage.

When the budget was set there was \$200,000.00 set aside for pole replacement and vegetation management to keep our system durable. Those things are on the agenda tonight.

Adam asked what would happen if there were no generators on the lift stations. Mike explained that water flow from the tank to the customers would continue for days but the generators keep things from overflowing. The three stations that do not have generators are 4, 7 and 8. Seven and eight are really small. Four had to be pumped out with the new Vactor truck so it will be the next one to get a generator.

The next generator we are looking at is for city hall so city hall could work as a command center because it would continue to have power in an outage.

Urban Renewal District- No report

SPOT- No report

Golf- Ben Staples provided a report to the council of the revenues from 2023 and 2024. 2024 had \$10,000.00 more in season passes and about \$8,000.00 more in green fees than the previous year with a couple more weeks to go. October 20th will be the last day for the year. We will be taking a couple of weeks off and then coming back to put new floors in.

The council was very complimentary on how good the clubhouse looks inside and out.

EDC- No report

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Consider approval of the alcohol beverage license for Little Singing Goat LLC dba Grocery Outlet of Bonners Ferry and Hands Hidden Haven LLC dba Heart Rock Wines/Hidden Haven Sweets & Treats.
4. Approval of minutes for the 07/16/2024 Regular Council Meeting.

Adam Arthur made a motion to approve the consent agenda. Val Thompson seconded the motion.

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

NEW BUSINESS

5. **PLANNING AND ZONING- (action item)** [attachment]- Aldairy Estates Subdivision (formerly Judy's Subdivision) File #S03-23, a 5-lot residential subdivision off Alderson Lane:
 - a. Consideration of surety bond for completion of improvements after final plat approval in the amount of 150% of estimated cost to complete
 - b. Consideration of warranty bond for completed improvements in the amount of twenty-five% of total cost of improvements
 - c. Acceptance by city council of completed public improvements.
 - d. Approval of final plat and authorization by council for mayor and city clerk to sign the final plat

The final plat was not ready. This subject will not be discussed, and no action will be taken.

Result:	No Action Taken
Moved by:	
Seconded by	
Voted Yes	
Voted No	
Absent	

6. **POLICE- (action Item)** (attachment)- Consider authorizing the mayor to sign the MOU for an additional SRO for the Boundary County School District for the term of September 1, 2024, to August 31, 2027.

The School District came to the city a week before school started. They asked for an additional SRO if they were able to obtain a grant. The grant covers the officer's pay 100% for three years. The school district has set up an office in the middle school for the SRO to take care of administrator duties.

The Police Department would like to hire on another police officer. The new officer would not go into the schools. Officer Garrett will take on that SRO position.

The assignment will be one SRO at the middle school and one at high school. Jan Bayer's grand plan is for the SROs to cover all three of the schools. Things might change in the future with the county so there may be a chance that the county schools will be covered as well.

Currently the city has seven officers including the two SRO's. The city was approached for this position by Jan Bayer. With an additional officer, there would be 24-hour coverage with the two SROs in the schools.

Officer Garrett will be required to attend training in Sun Valley and do quarterly assessments. The school district is going to pay a portion of the Sun Valley training.

Brion Poston made a motion to authorize the mayor to sign the MOU for an additional SRO for the Boundary County School District for the term of September 1, 2024, to August 31, 2027. Ron Smith seconded the motion.

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

7. **POLICE- (action item)** [attachment]- Consider approval to apply for the Edward Byrne Memorial Justice Assistance Grant Program for Radios.

This is a grant opportunity for technology that the department would like to use to purchase 10 Motorola radios. This grant requires no match. ISP has these same radios so we would be able to tap into ISP towers when we send a guy to Boise. Currently once we get to Coeur d' Alene, the radios quit working.

Officer Garrett is going to request the cost of having the city's in-house IT manager do all the programming for the radios in addition to the cost of \$82,000.00 that Motorola quoted for ten radios.

Adam Arthur made a motion to approve the city police to apply for the Edward Byrne Memorial Justice Grant Program for Radios. Brion Post seconded the motion.

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

8. **POLICE- (action item)**– Consider approval to advertise for a Police Officer position.

There are currently three applicants for the eighth police position and possibly a fourth coming in soon.

Val Thompson made a motion to approve advertising for an eighth city police officer position. Ron Smith seconded the motion.

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

9. **FIRE- (action item)** [attachment]- Consider approval to apply for a grant from the Department of Lands for pagers in the amount of \$6060.00 with a match of 10%.

The fire chief applied for this grant and was rewarded the grant without realizing that he needed to go through the council approval process first. So, the council needs to approve the grant that has already been awarded.

Val Thompson made a motion to approve the grant from the Department of Lands for pagers in the amount of \$6060.00 with a match of 10%. Brion Poston seconded the motion.

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

10. **ELECTRIC – (action item)** [attachment] – Consider approval of tree trimming contract with Deaton Tree Service.

Mike said that it was hard to get these contracts together as these services are busy working on cleaning up from the storm, we had last week. This first contract is to remove brush and trees around power lines. The contract is for \$75,000.00. The one for Eby Tree Service is also going to be for \$75,000.00. There is \$200,000.00 budgeted for these contracts.

Idaho Code says that a contract for services, such as the tree trimming contracts, has a maximum of \$75,000.00 before you must put them out for bid. However, replacement of a line falls under construction and those contracts have a maximum of \$50,000.00 before they must go out for bid which is why the pole replacement contract will be for \$50,000.00.

We try and get two or three contractors involved in these tree trimming projects. Mike explained that Kevin Cossairt already knows which poles need replaced and which areas need trimmed.

Brion Poston made a motion to approve the tree trimming contract with Deaton Tree Service for up to \$75,000.00. Adam Arthur seconded the motion.

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

11. **ELECTRIC – (action item)** [attachment] – Consider approval of tree trimming contract with Eby Tree Service for \$75,000.00.

Mayor Alonzo explained that this contract is the same as the previous agenda item. Mike Klaus stated that unfortunately Matt Eby was not able to send back the contract before this meeting.

Mayor Alonzo stated that we could sign the contract once Mr. Eby returns the contract. City Attorney, Andrakay Pluid stated that it is fine to approve the contract, but it will not be effective until Eby Tree Service comes in and signs the contract.

Val Thompson made a motion to approve the contract with Eby Tree Service for \$75,000.00. Brion Poston seconded the motion.

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

12. **ELECTRIC – (action item)** [attachment] – Consider approval of power pole replacement contract with International Line Builders.

Mike Klaus explained that this is a contractor that we have used in the past successfully mostly on Riverside but also other pole replacements last year in various places. We do have a pole in Moyie that needs to be replaced soon as it has a lot of stress on it.

Ron Smith made a motion to approve the contract with International Line Builders for \$50,000.00 to replace power poles. Adam Arthur seconded the motion.

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

ADJOURNMENT

Mayor Alonzo adjourned the meeting at 6:30 pm.

MINUTES
October 15, 2024
6:00 pm

Mayor Alonzo called the meeting to order at 6:00 pm. Council members were Ron Smith, Val Thompson, Adam Arthur, and Brion Poston.

Staff present were City Engineer/Administrator Mike Klaus, Police Chief Willie Cowell, Fire Chief Dave Winey, and Clerk/Treasurer Deborah Garcia,

Public Present were Fay Almond, Kathy Walk, Jeff Bogard, and David Clark.

Joining via Zoom were City Attorney Andrakay Pluid, City Planner Clare Marley and Caroline Birrell and Justice Shirley.

PUBLIC COMMENTS

Kathy Walk- Kathy wanted to share that the last Farmers Market for the year was held on October 5th. She wanted to say thank you for allowing them to use the parking lot and share that the market will start up again in April of 2025.

REPORTS

Police-Police Chief Willie Cowell has sent thirty infractions to the clerk's office, seventeen misdemeanors to the city prosecutor, and four felonies have been sent to the county prosecutor. City officers had twelve responses outside city limits for assists and once within city limits for a probation violation.

Three qualified applicants have applied for the open position on the police department. Interviews will be held on the 23rd of this month. Officer Bates, who is currently at post, is doing very well and is about halfway through his training.

Fire- Fire Chief Dave Winey shared that things have been slow crediting good citizens and fire prevention.

Last year's data showed a total of fifty-two calls. This is half or a third of what the fire department normally does. Out of the fifty-two calls, there were five CO calls, one structure fire, seven other fires which were grass or trash related, eleven medical assists, eight vehicle accidents with no injuries, one vehicle accident with injury, eight gas leaks, four system failures like the school or hospital with system failures, five odor or smoke calls and two electrical systems that we assisted on. Most of our calls are between 8:00 pm and 8:00 am.

The fire department just went through their ISRV Rating or ISO rating. This is for insurance for commercial and residential. This was finished a couple of weeks ago, and the city should be getting a formal letter from them soon. At this point it looks like the city will be rated a four. A four for a department this size is rather good. The lower the number, the better the rating. In Idaho there are no number one ratings and there is one number two rating.

There is some room for improvement, but Dave shared that getting to a number three would be challenging to achieve and to maintain.

Brion Poston asked if the rating was from 1-10. Fire Chief Winey explained that the rating is from 10-1. All fire departments start at 10 and then are given credits for fire exposure, equipment, personnel, dispatch, the water system, and risk management.

ISRV is an independent corporation that collects the data and insurance companies ask ISRV for the data.

Val Thompson asked if there was anything the council could do to support the fire department with the rating process. Dave Winey explained that there might be things in house that can be done to improve after they receive the report back from ISRV.

Adam Arthur stated that it was his understanding that the department could not be rated a three without full-time employees. Dave Winey stated that there may be some work that needs to be done to maintain level four. He asked if new commercial buildings were requiring sprinklers.

City Administrator, Mike Klaus stated that commercial buildings are required to have sprinklers. These plans go off to the state and the state reviewer makes the call on which buildings are required to have sprinklers.

City Engineer/Administrator- Mike shared that in five working days, the water staff got all the walls up on the new shop. Tomorrow they will be setting trusses. Mike said they will be using the water guys this week to help set the trusses as well.

Mike handed it over to Clare to talk about an award that was received by Planning and Zoning. Ms. Marley shared that she was so pleased to be able to accept the statewide award for Best Public Outreach related to the comprehensive plan work that was done last year and this year with SCJ Alliance. There were about 150 people at the meeting and this award is given to one city or county throughout the state and Bonners Ferry won it. They noted the effort that the city went through by using email, attending the farmers market, going to the fair, having a website presence and the really great survey that went out plus the involvement that came from the community and participation of the council.

Ms. Marley thanked the council for the funding, Lisa Ailport for getting the project with Blue Cross for an additional funding award and everyone who aided in the entire process. This is the same process that will be used for the Zoning Code Update.

Val Thompson shared that she thought Clare Markey led that whole process very well and she expressed her thanks.

Urban Renewal District- No report

SPOT- No report

Golf- No Report

EDC- No report

CONSENT AGENDA – {action item}

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

Adam Arthur made a motion to accept the consent agenda. Ron Smith seconded the motion.

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

NEW BUSINESS

5. **PLANNING AND ZONING- (action item)** [attachment]- Consider Agreement with the Division of Professional Licenses for Building Permit Reviews and Inspections and Authorize the Mayor to sign Agreement.

Clare said that she and Mike have been in contact with IDOPL, which is the Division of Occupational and Professional Licensing, regarding an upcoming change with how we do business with them regarding the processing of building permits. The state has decided to terminate all contracts with their twenty-five cities and counties based on the fact that the Department of Building Safety is now known as IDOPL. Also, some cities were not paying the state for the work they did, and they want a different way of doing the permitting process as far as how fees are created.

Ms. Marley shared that Andrakay has reviewed the new agreement and stated that it is ready for the city council's consideration. The way it has changed for the City of Bonners Ferry is that the state wants the applicant to pay their fees directly. Clare and Mike and City Clerk, Stephanie Lewandowski have been in discussion on how to implement these changes. The state is indicating that there will be a 10% decrease in their overall fees as a result of this change. The change will go into effect November 1st. The city will still issue the permit once the plan reviews are completed.

The city has always shared a part of the fees for permit processing and plan review. The breakdown was 35% of the cost of fees collected for plan review and 30% of the cost for the permits were kept by the city out of the total fees. Those will still be retained as well as the zoning permit review. Even with the changes, the city's revenues will be supporting the cost.

Ms. Marley shared that she would like to get a joint meeting with the City Council and the Planning and Zoning Commission scheduled to go over the upcoming code updates before Planning and Zoning goes to hearing or open house.

Ron Smith made a motion authorizing the mayor to sign the agreement with the Division of Occupational and Professional Licenses for building permit reviews and inspections. Adam Arthur seconded the motion.

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

6. **CITY- (action item)** [attachment]- Consider the First Reading by Title Only of Ordinance 619, Amended Appropriation.

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

Adam Arthur made a motion to Consider the First Reading by Title Only of Ordinance 619, Amended Appropriation. Val Thompson seconded the motion.

City Administrator, Mike Klaus read the amendment.

AN ORDINANCE AMENDING ORDINANCE 618 ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2024, APPROPRIATING THE SUM OF \$22,298,722.00 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF BONNERS FERRY, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE.

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

7. **CITY- (action item)** [attachment]- Suspend the Reading of the Rules and Adopt Amended Appropriation Ordinance #619.

Val Thompson made a motion to Suspend the Reading of the Rules and Adopt Amended Appropriation Ordinance #619. Adam Arthur seconded the motion.

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

8. **POLICE- (action Item)** (attachment)- Consider authorizing the Police Chief to sign the Idaho Transportation Department Office of Highway Safety FFY Traffic Enforcement Grant Project Agreement (TEGPA).

Chief Cowell explained that this is one of the many grants from ITD for traffic enforcement. This is the contract for a new year.

Val Thompson made a motion to authorize Police Chief Cowell to sign the Idaho Transportation Department Office of Highway Safety Traffic Enforcement Grant Project Agreement. Brion Poston seconded the motion.

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

9. **CITY- (action item)**- Consider allowing the city to use the remaining Donations in the amount of \$1573.00 received in 2023 to order replacement flags in FY 2025.

City Clerk/Treasurer Deborah Garcia explained that donations were received in 2023 in the amounts of \$1550.00, \$268.00, and \$1000.00. There is currently \$1573.00 remaining, and the city needs to order another large flag. The large flag costs around \$2000.00 but there are other budgeted funds available for this year.

Brion Poston made a motion to allow the city to use the remaining donations in the amount of \$1573.00 received in 2023 to order replacement flags in FY 2025. Adam Arthur seconded the motion.

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

ADJOURNMENT

Mayor Alonzo adjourned the meeting at 6:31 pm.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: April 10, 2025

RE: City – Idaho State Department of Agriculture – Boat Station

In 2024 the City entered an agreement with the Department of Agriculture (ISDA) and the Boundary Soil Conservation District to use a City lot as a boat check station. The lot is located adjacent to Highway 95, just south of the Kootenai River Inn parking lot. This location is grassy and is used in the winter by the City for snow storage just off of Arizona Street.

The effective period of the current agreement ends on May 1, 2025. The new agreement has not yet been received at the time of this memo, but it is anticipated that only the change will be the effective date, which will allow the ISDA to operate the boat check station this year. The operation of the ISDA boat check station had no negative impacts on City operations, and staff sees no reason not enter an updated agreement.

Please contact me with any questions you may have about this recommendation.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: April 10, 2025

RE: Electric – Proposed TetraTech Contract for Revised Inundation Study

In 2018, TetraTech completed an inundation study for the City of Bonners Ferry to illustrate the downstream effects of a dam breach, if one were to occur. The Federal Energy Regulatory Commission (FERC) has determined that they would like to the City to update the inundation mapping to include more features. When FERC made this request, I reached out to TetraTech to provide the attached scope of work to complete the revised inundation report.

I recommend that the City Council approve the attached scope of work and contract with TetraTech for \$54,700 to complete the revised inundation as required by FERC.

Please contact me with any questions you may have about this recommendation.

Thank you,

Mike

Scope of Work

Moyie Dam – Dam Breach Inundation Mapping Update

City of Bonners Ferry, ID

Introduction

The City of Bonners Ferry in Idaho owns and operates a hydroelectric dam located on the Moyie River, a tributary to the Kootenai River, approximately 12 miles upstream of the city. In 2013 and 2018, Tetra Tech (TT) provided updated dam breach inundation mapping to comply with FERC (Federal Energy Regulatory Commission) documentation requirements.

In 2024, FERC requested additional updates to the Emergency Action Plan (EAP) inundation mapping to incorporate additional and new structures, utilize color elements, and expand the area of expected impact. The specific items identified are:

- Produce figures in color.
- Add/show any new houses built since 2018 in park area.
- Confirm all houses close to hatchery east of campground are included.
- Include two public well systems west of the Moyie River.
- Highlight all buildings with contrasting colors.
- Highlight all roads with contrasting colors.
- Update background imagery to most current available.
- Update figure contents to comply with FERC guidelines.
- Provide EAP inundation mapping at location of powerhouse.
- Provide EAP inundation mapping downstream in Kootenai River at railway specifically.

Task 1 – Update HEC-RAS Model

Inundation maps are produced using hydraulic modeling results mapped into GIS. The existing hydraulic model, last updated in 2018, was constructed using HEC-RAS version 5.0.3. To capture new features of the application added since 2018 in addition to updating background imagery and data, it is beneficial to regenerate the existing model in the new framework using HEC-RAS version 6.6. This also provides the opportunity to expand the model in the Moyie/Kootenai confluence area to examine dam breach impacts on the Kootenai River flow elevations.

Task 1.1 – Regenerate Model with Updated HEC-RAS and Background Data

Import, update, and validate existing Moyie River model into latest HEC-RAS version. Updates will include the latest aerial photography and land elevation data. The model will be validated by comparing results with previous reports.

FERC noted there is an existing railway beside the Kootenai River near the Moyie/Kootenai confluence. In the earlier modeling of the Moyie River that included a portion of the Kootenai River, FERC observed water surface elevation increases in the Kootenai associated with dam breach. FERC requested that the

nearby portion of the Kootenai River model be incorporated into the Moyie River model to examine dam breach flood-related water surface elevation increases and evaluate possible impact to the railway. FERC directed that the Kootenai model extend far enough downstream to capture all incremental flood rise greater than two feet.

Since river elevation change and impact up- and downstream is unknown before modeling, the Kootenai portion will use the reach established in the 2012 Kootenai fish hatchery study, approximately two miles downstream of Moyie-Kootenai confluence. The combined model will be validated against previous reports. The cross sections may need to be extended in width using available LiDAR data to capture adjacent ground elevations. If the resulting downstream dam-breach flood elevation changes are greater than two feet, additional budget may be necessary to extend the model further.

No changes to or updates will be made to the bathymetric data for either the Kootenai or Moyie Rivers. Geographic data sources for the upland areas are likely to be different from bathymetry and will be documented. No additional survey will be performed.

Task 1.2 Establish Kootenai River Flow Rates

Kootenai River flow rates are needed for the updated hydraulic model. FERC has specified the flow conditions for the Kootenai River during the dam breach events:

- Sunny Day event: mean annual flow level
- IDF/PMF event: 100-year flood level

In 2012, Tetra Tech performed flood frequency analyses on the Moyie and Kootenai Rivers in support of the Twin Rivers Fish Hatchery project. This study generated mean daily and 100-year flood flow levels based on the long-term gages in the area. Since then, USGS installed flood gage 12308000 (Kootenai River Below Moyie River near Bonners Ferry ID) near the confluence. The flow record from this gage is about fifteen years compared to the nearly hundred years of data on the other gages.

Data from the 2012 study will be used to establish the Kootenai flows. Flow rates will be compared to the data available for USGS gage 12030800. It is assumed the magnitudes will be consistent and no significant updates to the 2012 flows will be necessary. If results are substantially different, additional scope and budget may be needed.

No changes to the previously established Sunny Day or Inflow Design Flood (IDF) flow conditions for the Moyie River will be made.

Task 1.3 - Evaluate Moyie Dam Breach Impact to Adjacent Facilities

An initial analysis with the updated hydraulic model will be performed to determine the Kootenai River elevations with no Moyie River dam breach. This provides a basis of comparison for when the dam breach flows are introduced. River elevation changes will be compared to railway elevations collected from existing topographic mapping.

In addition to the possible Kootenai River elevation impacts, FERC noted that the powerhouse elevation appears to be close to pool elevations during breach events. They requested that inundation mapping be

expanded to include the roads and buildings in the vicinity of the powerhouse. Building ground-level elevations will be determined from existing topographic mapping.

Two wellheads belonging to the City of Moyie Springs and six wellheads belonging to the Three Mile Water District are located west of the Moyie River opposite the campground. The ground elevation in the vicinity of the wellheads will be compared to the dam breach water surface elevations. The wells are located approximately:

- City of Moyie Springs wellheads: 48°43'18.4"N 116°11'14.4"W (48.721778, -116.187333)
- Three Mile Water District wellheads: 48°43'12.0"N 116°11'18.8"W (48.720000, -116.188567)

The hydraulic model will be used to route the breach hydrographs and calculate wave travel times, pool elevations and peak river flow rates for the EAP Inundation Maps. Except as described above, no changes to or updates will be made to input and boundary conditions as developed or documented in the 2103 and 2018 reports, including dam breach parameters and hydrographs.

Task 2 - Update EAP Inundation Mapping Figures

Because of technology limitations at the time, the inundation mapping provided in the 2013 and 2018 memos were specifically requested by FERC to be black & white. These limitations are no longer required and color figures will improve clarity. In addition to updating the existing figures, two new areas will be mapped.

Task 2.1 – Update GIS Data Layers

There are no existing GIS layer files for infrastructure in the study area; shape files will be created to facilitate the requested highlighting. Task elements:

- Review aerial photos to identify buildings constructed since previous study
- Digitize building locations near resort, confluence (hatchery) and powerhouse
 - Capture land elevations near buildings
- Digitize existing roadways
- Digitize existing well-head locations
 - Capture land elevations near wells
- Digitize railway locations
 - Capture land elevations near the railway in the vicinity of the river

The Emergency Action Plan (EAP) documentation guidelines are provided in Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter VI Emergency Action Plans dated July 2015. FERC requests the EAP figures be updated to add elevation information required by Chapter VI (pgs 35-38).

Task effort is limited to digitizing existing infrastructure and determining elevation information for the inundation maps. Additional Chapter VI documentation requirements may require a revision to scope and budget.

Task 2.2 – Update Inundation Mapping Figures for Lower Moyie River

The existing, lower Moyie River Inundation Mapping figures will be regenerated with color, new buildings, building & road highlights, background imagery and hydraulic data as described above. This is generally the Twin Rivers Canyon Resort campground and fish hatchery areas. The wellheads belonging to City of Moyie Springs and Three Mile Water District will be added to these EAP figures.

Task 2.3 – Create EAP Inundation Mapping at Powerhouse

The 2018 update focused flood elevation results on the camping and fish hatchery infrastructure near the Moyie-Kootenai confluence. FERC requests that similar information be provided for the powerhouse location, located at approximately X/S 3802. The powerhouse lawn elevation is estimated to be 1874 ft.

Task elements:

- Confirm powerhouse location and ground elevation in model.
- Calculate flood elevation, travel times, and flow rates due to the two breach scenarios.
- Create EAP inundation map-style figures (reference Figures 9 & 10 in 2018 memo) for powerhouse location.

Task 2.4 – Create EAP Inundation Mapping at Railway

The 2018 update provided results for only the Moyie River. FERC requests that similar information be provided for the railway located adjacent to the Kootenai River near the Moyie River confluence. Task elements:

- Confirm railway location and ground elevation in model.
- Calculate flood elevation, travel times, and flow rates due to the two breach scenarios.
- Create EAP inundation map-style figures (reference Figures 9 & 10 in 2018 memo) for railway location.

Task 3 – Deliverables

FERC recommended an informal review of draft figures to ensure the EAP figures include the requested information. These figures will be provided as PDF.

The final figures will be provided in a technical memo documenting their development. This memo will be provided to Bonners Ferry as one draft for comments and then finalized. Revisions to the drafts are assumed to be only for clarification without additional modeling or map generation.

Task 3.1 – Draft Figures to FERC

The inundation mapping figures described in Task 2 will be provided to FERC and Bonners Ferry for review. This task is limited to agency coordination and minor adjustments to figures.

Task 3.2 – Draft Technical Memo

TT will develop a draft memo documenting model and data updates performed to generate new inundation mapping figures. This draft will be provided to Bonners Ferry for review and comment. Revision is limited to minor adjustments to text or figures.

Task 3.3 – Final Technical Memo

TT will finalize the memo reflecting editorial or figural comments and provide it to Bonners Ferry. The EAP figures will be provided in separate PDF files.

Reference Documents

Moyie Dam Inundation Study, Tetra Tech Technical Memorandum, 29 July 2013, To Stephen Boorman (City of Bonners Ferry). TT Project Number T30734

Moyie Dam Inundation Study – Dam Breach Wave Travel Times, Tetra Tech Technical Memorandum, 30 March 2018, To Mike Klaus (City of Bonners Ferry). TT Project Number T37702

Hydraulic Modeling Services for Twin Rivers Fish Hatchery Intake Design, Tetra Tech Technical Memorandum, 24 May 2013. To Tom Bumstead (Tetra Tech). TT Project Number T29141

Federal Energy Regulatory Commission (FERC), 2015. Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter VI, Emergency Action Plans.

Task	Position	Engineering Specialist/QA	Project Manager	Sr Hydraulic Engineer/Modeling	Staff Engineer/GIS	Admin/Contracts
	Billing Rate	\$250	\$210	\$200	\$140	\$120
1 - Update HEC-RAS Model						
1.1 - Regenerate Model with Updated HEC-RAS and Background Data		4	2	24	2	
1.2 - Establish Kootenai River Flow Rates			2	8	4	
1.3 - Evaluate Moyie Dam Breach Impact to Adjacent Facilities			2	8	24	
2 - Update EAP Inundation Mapping Figures						
2.1 - Update GIS Data Layers			4	4	16	
2.2 - Update Inundation Mapping Figures for Lower Moyie River		2	2	4	12	
2.3 - Create EAP Inundation Mapping at Powerhouse		2	2	8	16	
2.4 - Create EAP Inundation Mapping at Railway		2	2	8	16	
3 - Deliverables						
3.1 - Draft Figures to FERC			8	4	4	4
3.2 - Draft Technical Memo		4	16	16	24	8
3.3 - Final Technical Memo		4	8	8	16	8
	Hours	18	48	92	138	20
	Budget Estimate	\$54,700				

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

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 project by _____.

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

Total not to exceed \$ _____

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 with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances in a similar vicinity. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, 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 to the extent caused by the negligent acts 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. **LIMITATION OF LIABILITY:** CONTRACTOR'S liability for damages to the State for any cause whatsoever is limited to CONTRACTOR compensation; provided, however, that the following shall not be subject to the foregoing limits:

- a. Patent and copyright indemnity required by the Contract;
- b. Liquidated damages assessed under the Contract;
- c. Claims for personal injury, including death;
- d. Claims for damage to real property or tangible or intangible property arising from the Contractor's acts or omissions under the contract;
- e. The insurance coverage required by the Contract;

- f. Damages arising from the gross negligence or willful misconduct of the Contractor, its employees, its subcontractors, or its agents; and,
- g. Government fines and penalties not imposed by the State

9. **CONSEQUENTIAL DAMAGES:** Notwithstanding anything in this Agreement to the Contrary, it is agreed that neither party shall be liable in any event for any special or consequential damages suffered by ENTITY arising out of the services hereunder. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.

10. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein. In performing the Services, CONTRACTOR shall be entitled to rely upon any information, data and documentation concerning the Project provided to it by ENTITY or other parties or that is generally available, as well as any statements and representations made by ENTITY concerning the Project or the Services. In relying on such information, CONTRACTOR shall have no obligation to investigate or independently verify the accuracy or completeness of such information.

11. **PAYMENT PROVISIONS:** Payment shall be made within 30 days of receipt of CONTRACTOR'S invoice. Invoices paid after 30 days will result in interest in compliance with local and state laws.

12. **DISPUTE RESOLUTION:** ENTITY and CONTRACTOR agree that they shall diligently pursue resolution of all disagreements within forty-five (45) days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. CONTRACTOR shall continue to perform services for the Project and ENTITY shall pay for such services during the dispute resolution process unless ENTITY issues a written notice to suspend work.

13. **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.

14. **COMPLIANCE WITH LAWS:** CONTRACTOR and ENTITY both agree to comply with all federal, state, city, and local laws, rules and regulations.

15. **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.

16. **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.

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

18. **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



MEMO

To: Bonners Ferry Mayor, City Council, and City Administrator
From: Clare Marley, AICP, Contract Planner
Date: April 9, 2025

Re: **April 15, 2025 Woodland Mennonite Church record**

Bonnors Ferry City Council on April 1, 2025, accepted the recommendation from Bonners Ferry Planning and Zoning Commission to approve the special use permit for Woodland Mennonite Church's building expansion at 7336 Olympic Way (File #SUP014-24). The Council vote to approve the permit was unanimous.

Following the decision, the City discovered that a public comment for this file had not been provided to the record. The letter from Robert J. and Diane L. Bell appeared to have been submitted to the City in time for the public hearing before the Planning and Zoning Commission, but was not discovered in the email system until later.

The letter is attached to this memo. The Bells expressed concern about the added traffic on Kaniksu Street and Olympic Way. Due to dust concerns and erosion that occurs at the stop sign at Kaniksu, they asked the city to consider paving Olympic Way.

The letter does not specifically ask the permit to be denied.

Staff asks that the Council allow this letter to be added to the record. The action would not change the vote to approve the permit, but would allow this information to be added to the record and decision letter.

SUGGESTED MOTION: Motion to Augment Record: I move to approve the addition to the public record of the public comment from Robert and Diane Bell regarding the Woodland Mennonite Church special use permit File #SUP014-24 and include the comment in the written decision approving this file.

Re: File #SUP014-25 Woodland Mennonite Church

From: Robert and Diane Bell, Bell Living Trust

RPB06500000100A, RPB00000225414A

City of Bonners Ferry Planning and Zoning Commission

We reside on the Southeast corner of Kaniksu St and Olympic Way. As you may know, Olympic Way is the only ingress/egress for Woodland Mennonite Church. Our concern is for the amount of traffic on Olympic and the current surface, which is dirt/gravel. In the dryer seasons, we have observed significant dust raised all along the roadway between Kaniksu and the church. Between multiple services, as well as additional events during the week such as VBS, weddings, etc. we have observed upwards of 500 vehicle trips on Olympic a week. Obviously, expansion of the social hall as well as addition of classrooms and a library, will lead to even more traffic. To alleviate the dust issue as well as the significant erosion that occurs at the Stop sign at Kaniksu, we would argue that Olympic Way should be paved.

Thank You for your consideration in this matter.

Robert J. Bell

Diane L. Bell



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: April 11, 2025

RE: City – Proposed Temporary Logging Easement for Kemmish

Attached with this memo is a proposed temporary easement for Kal Kemmish to access his property along Deep Creek Road, adjacent to the City golf course, through a corner of City property. This easement was developed in 2021 for the owner at that time that did not exercise the easement. The agreement requires that the grantee of the easement must pay the \$2,500 fee before the easement could be recorded.

Please contact me with any questions you may have about this recommendation.

Thank you,

Mike

**CITY OF BONNERS FERRY, IDAHO
TEMPORARY LOGGING
EASEMENT AGREEMENT**

THIS AGREEMENT is made effective this _____ day of _____, 2025, by and between the **City of Bonners Ferry**, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation of the State of Idaho, hereinafter termed the “City,” and, **Kal Kemmish**, hereinafter termed the “Owner.”

WHEREAS, the Owner owns a tract of land, more particularly described in the attached as Assessor Parcel number RP61N01E080450A and illustrated in attached Exhibit A, which the Owner wishes to have logged and said land requires temporary access to the property in order to complete the logging.

WHEREAS, according to the Owner they cannot obtain access for the stated purpose through the adjacent property owners to the west and along the County Road known as Deep Creek Road.

WHEREAS, the Mayor and City Council of the City of Bonners Ferry have determined it to be in the best interests of the City to provide temporary access to said lands described above and as attached in Exhibit A (hereinafter termed “Described Lands”), subject to the Owner performing the covenants and conditions hereafter set forth;

WHEREAS, the City and the Owner with the execution of this document agree to the terms and conditions as set forth therein and by fully executing the terms of this agreement the City shall provide temporary access to the landowner for logging purposes only;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Purpose:

Owner enters into this Agreement to obtain 30-foot temporary logging easement over the Described Lands, while the City seeks to obtain partial mitigation of the effects of said easement use. Owner acknowledges that the City has no duty to provide easement to said lands and that the promises of Owner constitute an inducement for the City to do so.

The term “Owner” is not deemed to include any successor in interest in the Described Lands, but is exclusive to the Owner as detailed above.

2. Pre and Post Requisites:

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, record the temporary easement to allow access to the Owner’s property. Prior to recordation of the easement:

2A. The Owner shall pay any and all costs associated with the development and execution of the easement, including the City’s Professional Forester and any

engineer costs. The City will present those costs to the Owner in an itemized format for review and acceptance.

2B. The Owner shall stake out the location of the easement and mark those trees that are required to be removed to accommodate the road construction. An estimate cost to the City for the value of the trees shall be presented to the City.

2C. The Owner shall provide a drawing/plans which the City may review and approve for the road layout, design and construction for that portion of road located on City property. Any stormwater, erosion control measures or cut/fill as well as approach standards should be included with the road plans. The City shall have the right to review those plans with the City Engineer or Contract Engineer and provide comment on them. Comments should be addressed, or plans amended or appended, based on the professional engineer's advice. The City reserves the right to remove or revoke this agreement if the road design and construction approvals are not adhered to.

3. *Agreement/Term of Easement*

Upon completion of the above prerequisites, the City shall record the temporary easement with the County Recorder's office.

An easement, 30-foot in width, shall be available for use for a period of one year, commencing on the date of easement recording and concluding 12 months later.

If the Owner should wish to extend the easement, they shall petition the City Council for a one-time, 12-month extension. No further extensions shall be allowed without a new agreement in writing.

Failure to complete the work in time frame granted may result in the City charging a penalty each day the road continues. For sake of this agreement completion means the property is fully restored to acceptable levels as provided for in this agreement. The Owner shall provide written documentation to the City indicating they have completed the restoration efforts and the City shall accept before this contract is extinguished.

4. *Consideration:*

Owner agrees to provide specific consideration to the City in the amounts and at the times specified herein. The sums specified are deemed by the parties to be a reasonable fee for City benefits to the Owner's use and represents the loss of productive timber over the life of the affected area.

The following consideration may be used in any manner that the City, in its sole discretion decides. The sums and manner of payment are detailed in Section 4.1.

4.1 Payment for said easement in the amount of two thousand five hundred dollars (\$2,500.00). Payment shall be made prior to recording of the easement.

5. Restoration of City Property

Upon completion of the logging activities, the Owner shall restore the public land back to precondition levels, including planting of new trees as prescribed or as determined by the City's Professional Forester. The Owner shall submit a plan for review of the tasks to restore the land, and such plan shall be completed to the satisfaction of the Mayor or City Administrator.

7. Severability:

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

8. Merger and Amendment:

All promises and prior negotiations of the parties are merged into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

9. Enforcement - Attorney's Fees:

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Bonners Ferry has caused this Agreement to be approved by the City Council, executed by its Mayor and City Clerk, and the Owner has executed this Agreement to be effective the day and year first above written.

CITY OF BONNERS FERRY

By: _____
Rick Alonzo, Mayor

Attest: _____
Deby Garcia, City Clerk

ACKNOWLEDGMENTS

OWNER:

By: _____
Kal Kemmish, Property Owner

STATE OF IDAHO)
 :SS
County of Boundary)

On this ___ day of _____, 2025, before me, a Notary for the state of Idaho, personally appeared **Kal Kemmish**, known, or identified to me to be the Owner who executed this instrument or the person who executed the instrument.

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

Notary Public for the state of Idaho
Residing at:
Commission Expires:

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

Document Title: Temporary Logging Easement
Grantor: City of Bonners Ferry
Grantee: Kal Kemmish
Legal Description: As described herein and as shown in the attached Exhibit "A"

TEMPORARY LOGGING EASEMENT

The Grantor, CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, herein after "Grantor" whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 in consideration of the sum of twenty five hundred dollars (\$2,500.00), hereby grants unto the KAL KEMMISH, herein after "Grantee", whose address is 152 Windswept Ct, Naples, Idaho, a private logging easement for the purpose of constructing a temporary logging road to benefit property known as RP61N01E080450A.

RECITALS

Whereas the Grantor is the owner of certain lands described know as Assessor Parcel # RP61N01E090750A and who's legal description is attached as Exhibit A of this document and,

Whereas the Grantee has requested temporary easement from the Grantor to access property for logging purposes to property known as RP61N01E080450A and,

Whereas the Grantor has entered into an agreement with the Grantee over the terms and conditions of said easement, of which is attached hereto and,

Whereas the Grantor, upon satisfactory compliance with terms of the agreement shall provide a 12-month temporary easement for the benefit of the Grantee for the sole purposes of logging, including terms and conditions specified within the agreement and,

Whereas the Grantee shall have the right to temporarily utilize such access as identified below for ingress and egress and,

Whereas, the Grantee agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of the land to the same or better conditions than existed prior thereto.

Now, therefore, in consideration of the above recital and terms and conditions listed below, the Grantor does hereby grant for temporary purposes the following 30-foot easement:

A 30-foot easement over and across the western portion of land owned by the City of Bonners Ferry and collectively known as the Mirror Lake Golf Course, as described in Instrument number 112290 and attached as Exhibit A of this record, said lands being situated in Boundary County, State of Idaho located in Section 9, Township 61N, Range 1E, Boise Meridian,

The easement shall not extend into the developed city golf course and shall remain on the undeveloped property to serve as temporary access to parcel RP61N01E080450, an ±11-acre tract of land that is proposed to be logged.

EASEMENT AGREEMENT/TERMS

1. *Purpose:*

Owner enters into this Agreement to obtain 30-foot temporary logging easement over the Described Lands, while the City seeks to obtain partial mitigation of the effects of said easement use. Owner acknowledges that the City has no duty to provide easement to said lands and that the promises of Owner constitute an inducement for the City to do so. The term "Owner" is not deemed to include any successor in interest in the Described Lands, but is exclusive to the Owner as detailed above.

2. *Pre and Post Requisites:*

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, record the temporary easement to allow access to the Owner's property. Prior to recordation of the easement:

2A. The Owner shall pay any and all costs associated with the development and execution of the easement, including the City's Professional Forester and any engineer costs. The City will present those costs to the Owner in an itemized format for review and acceptance.

2B. The Owner shall stake out the location of the easement and mark those trees that are required to be removed to accommodate the road construction. An estimate cost to the City for the value of the trees shall be presented to the City.

2C. The Owner shall provide a drawing/plans which the City may review and approve for the road layout, design and construction for that portion of road located on City property. Any stormwater, erosion control measures or cut/fill as well as approach standards should be included with the road plans. The City shall have the right to review those plans with the City Engineer or Contract Engineer and provide comment on them. Comments should be addressed, or plans amended or appended, based on the professional engineer's advice. The City reserves the right to remove or revoke this agreement if the road design and construction approvals are not adhered to.

3. *Agreement/Term of Easement*

Upon completion of the above prerequisites, the City shall record the temporary easement with the County Recorder's office.

An easement, 30-foot in width, shall be available for use for a period of one year, commencing on the date of easement recording and concluding 12 months later.

If the Owner should wish to extend the easement, they shall petition the City Council for a one-time, 12-month extension. No further extensions shall be allowed without a new agreement in writing.

Failure to complete the work in time frame granted may result in the City charging a penalty each day the road continues. For sake of this agreement completion means the property is fully restored to acceptable levels as provided for in this agreement. The Owner shall provide written

documentation to the City indicating they have completed the restoration efforts and the City shall accept before this contract is extinguished.

4. *Consideration:*

Owner agrees to provide specific consideration to the City in the amounts and at the times specified herein. The sums specified are deemed by the parties to be a reasonable fee for City benefits to the Owner's use and represents the loss of productive timber over the life of the affected area.

The following consideration may be used in any manner that the City, in its sole discretion decides. The sums and manner of payment are detailed in Section 4.1.

4.1 Payment for said easement in the amount of two thousand five hundred dollars (\$2,500.00). Payment shall be made prior to recording of the easement.

5. *Restoration of City Property*

Upon completion of the logging activities, the Owner shall restore the public land back to precondition levels, including planting of new trees as prescribed or as determined by the City's Professional Forester. The Owner shall submit a plan for review of the tasks to restore the land, and such plan shall be completed to the satisfaction of the Mayor or City Administrator.

7. *Severability:*

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

8. *Merger and Amendment:*

All promises and prior negotiations of the parties are merged into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

9. *Enforcement - Attorney's Fees:*

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, Grantor have hereunto subscribed their names to this instrument this ____ day of
_____20_____

GRANTORS:

Rick Alonzo, Mayor

Attest: _____
Deby Garcia, City Clerk

EXHIBIT A- INSTRUMENT #112290

THE TITLE INSURANCE COMPANY

BOUNDARY ABSTRACT COMPANY, LTD.
 AGENT FOR BOUNDARY COUNTY
 POST OFFICE BOX 749
 BONNERS FERRY, IDAHO — 83805
 PHONES: 267-3127 AND 267-3128

MAIN OFFICE
 LOCATED AT
 BOISE, IDAHO
 REPRESENTATIVES IN
 ALL 44 IDAHO COUNTIES

- QUITCLAIM DEED -

THIS INDENTURE, made this 5th day of August, 1971,
 between HOWE FARMS, INC., an Idaho Corporation, the party of
 the first part, and the CITY OF BONNERS FERRY, a municipal
 corporation, the party of the second part;

WITNESSETH:

That the said party of the first part, for and in consideration
 of the sum of ONE DOLLAR (\$1.00), lawful money of the United
 States of America, and other good and valuable consideration,
 to it in hand paid by the said party of the second part, the
 receipt whereof is hereby acknowledged, does by these presents
 remise, release and forever QUITCLAIM unto the said party of
 the second part and to its heirs and assigns, all that certain
 lot, piece or parcel of land, situate, lying and being in the
 County of Boundary, State of Idaho, bounded and particularly
 described as follows, to-wit:

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
 (SE1/4 NW1/4): the Southwest Quarter of the Northeast Quarter
 (SW1/4 NE1/4): 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, Boise Meridian, LESS THE FOLLOWING
 DESCRIBED TRACTS:

TRACT A: Beginning at the Southwest corner of the tract
 herein described, and 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
 line of the present Great Northern Railway bears North
 84°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°54' East 136.60 feet
 to a one inch (1") steel pin: thence North 16°19' East
 198.80 feet to a two inch (2") channel iron set on the
 South boundary of the State Highway: thence along the said
 South Boundary South 80°25' West 201.11 feet to a one
 inch (1") steel pin which is distant North 80°25' East

<p>INSTRUMENT NO.: 112290</p> <p>RECEPTION <input checked="" type="checkbox"/></p> <p>INDEXED <input checked="" type="checkbox"/></p> <p>FILMED <input type="checkbox"/></p> <p>DELIVERED <input type="checkbox"/></p> <p>MAILED <input type="checkbox"/></p>	<p>STATE OF IDAHO, COUNTY OF <u>Boundary</u></p> <p>I hereby certify this instrument, consisting of <u>3</u> pages was filed for record at the request of <u>Walter</u> <u>Walter</u> at <u>49</u> minutes past <u>4:00</u> o'clock <u>P.</u> m. the <u>26</u> d. y of <u>July</u>, 19<u>72</u>, in my office and duly recorded in book <u>148</u> of <u>Sub</u> at page <u>12</u></p> <p>Fee \$ <u>7.00</u></p> <p>KARAN HESENER Esq. Office Recorder</p> <p>Mail to: _____ By <u>D. Brozier</u> Deputy</p>	<p>ADDRESS OF GRANTEE:</p>
--	--	----------------------------

60.52 feet from a 6" x 6" concrete State Highway boundary monument: thence South 2°06' East 162.46 feet to the point of beginning and containing two-thirds (2/3) acre: including an easement upon the property adjacent on the South for the purpose of repairing, improving, and maintaining the septic tank overflow line and drainfield which is presently, (April 8, 1961), located thereon: so long as said drainfield is used by the owner 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 (SW1/4 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, Incorporated, to State of Idaho, recorded at Book 35 of Deeds, 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, Boise Meridian, 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, Boise Meridian: 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 No. 95: thence Southwesterly along said highway right of way line 408 feet: thence West 180 feet: thence North 354 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 Village of Bonners Ferry, Idaho, for a water line and appurtenances.

TRACT 5. A portion of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B. M.

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, to the place of beginning; thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the place of beginning, containing one (1) 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.

TOGETHER WITH ALL AND SINGULAR. the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to its heirs and assigns forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set its hand and seal the day and year first above written.

HOWE FARMS, INC., an Idaho
corporation

by: Don P. Howe
President

Attest:

G. MERTHEL HOWE
Secretary

STATE OF IDAHO)
: ss
County of Boundary)

On this 5th day of August, 1971, before me, the undersigned Notary Public, personally appeared DON P. HOWE and G. MERTHEL HOWE, known to me to be the president and secretary, respectively of the corporation, and known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the said instrument for and on behalf of said corporation and acknowledged to me that they as such corporation executed the same.

[Signature]
Notary Public for Idaho
Residing at Bonners Ferry
Comm. Exp.: 2-1-74



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer

DATE: April 10, 2025

RE: City – Golf – Project/Purchase List

The City golf course budget included a new mower at \$35,000, and budgeted \$25,000 for clubhouse improvements. The City has spent much less than that in both categories and I am proposing to use some of the money budgeted in those categories to tackle some other items that the course needs. I have attached a list of items that I requesting authorization to purchase or complete in FY2025. Two of the items can be funded through performance payments from energy efficiency; the new HVAC system has been installed, and the proposed doors/windows replacement.

If the Council agrees, I recommend authorizing that up to \$36,500 be spent on the list items included on the 2025 Golf Course Project/Equipment List, with \$5,000 being used from energy efficiency funds.

Please contact me with any questions you may have about this recommendation.

Thank you,

Mike

2025 Golf Course Project/Equipment List

<u>Current Needs:</u>	Golf Budget	Energy Efficiency	
Upper Pond - Back-up Pump/Motor	\$ 16,000.00		
Lower Pond - Back-up Pump/Motor	\$ 6,000.00		
Lower Pond - Dock Rebuild for Pump/Motor	\$ 3,500.00		
HVAC System Replacement		Completed	
Club House Stairs/Misc	\$ 3,000.00		
Doors/Windows		\$ 5,000.00	
Screening at upper pond, piping/valving	\$ 3,000.00		
			Total
	Total \$ 31,500.00	\$ 5,000.00	\$ 36,500.00



CITY OF BONNERS FERRY

7232 Main Street
P.O. Box 149
Bonners Ferry, Idaho 83805
Phone: 208-267-3105 Fax: 208-267-4375

April 15, 2025

Bonneville Power Administration
Attention: Mike Normandeau
905 N.E. 11th Avenue
Portland, OR 97232

Subject: Response to BPA Solicitation – Request for Provider of Choice Power Sales Contract (Load Following Product)

Dear Mr. Normandeau,

The City of Bonners Ferry writes in response to the BPA Solicitation for Requests for Offer dated March 17, 2025, to formally request a Provider of Choice power sales contract for the Load Following product. As a municipality, we recognize the importance of BPA's role in ensuring reliable and cost-effective power for the region, and we seek to secure this contract to support our ongoing energy needs.

Per BPA's outlined process, please consider this a formal request for a contract offer under section 5(b)(1) of the Pacific Northwest Electric Power Planning and Conservation Act. We request the Load Following product to ensure the flexibility necessary to accommodate fluctuations in electricity demand while maintaining a stable and sustainable power supply. This selection aligns with our operational objectives and long-term energy strategies.

We understand that written requests for contract offers must be submitted by June 18, 2025, and we are prepared to comply with all necessary requirements. Please confirm the next steps, including any required documentation or procedural actions needed to facilitate this request. If further details or clarifications are necessary, we are happy to provide additional information as needed.

Thank you for your time and consideration. We appreciate BPA's commitment to serving the energy needs of our community and look forward to your response.

Sincerely,

Rick Alonzo, Mayor