# 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
July 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 11/05/25, 12/17/24, 07/01/25 regular Council minutes

# **NEW BUSINESS**

- 4. **PLANNING & ZONING (action item)** [attachment]- Consider Area of Impact letter and proposed AOI map to Boundary County.
- 5. WATER/SEWER (action item) [attachment]- Consider approval for a wage increase for Alan Branson.
- ELECTRIC-(action item) [attachment]- Consider declaring electric pickup as surplus and sell it to the City
  of Moyie Springs for \$3,500.

- 7. **ELECTRIC- (action item)** [attachment]- Consider hiring Dan Hoogheem as a contract employee to help with electric line design.
- 8. **GOLF- (action item)** [attachment]- Consider authorizing the mayor to sign a contract with TORO NSN for the irrigation system control software maintenance fees.
- 9. **CITY- (action item)** [attachment]- Consider sending letter to the Idaho Transportation Department requesting that a traffic signal warrant analysis be performed at Highway 95 and Alderson Lane.
- CITY- (action item) [attachment]- Consider increasing wages and/or insurance benefits of Mayor and Council.

# **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 July 1, 2025 6:00 pm

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

Staff present were City Engineer/Administrator Mike Klaus, Patrol Officer Robert Bates.

Public present were Phyllis Smith, Shawn Frederickson.

# **PUBLIC COMMENTS**

No public comments.

#### **REPORTS**

Police-Patrol Officer Robert Bates was called out to respond to a call. Mike Klaus read the report. Since the last council meeting there have been 35 infractions, 6 misdemeanors and no felony arrests. There was no number given for outside city assists.

Fire- No report

City Engineer-Administrator- Mike said the biggest thing is getting the budget started and hopes to propose two budget workshops for later this month. Staff would like to use the Tyler output to present to council as it is easier to make adjustments in the budget if council agrees. Staff will put a presentation together as well as show some important changes this year such as insurance rates. Staff will be adding dental and vision to the proposal as well. Staff is also looking into making a software change if council decides.

The Sewer department has the LS#5 project and they have broken ground this week. Andy is handling that project. It is over a million-dollar project that is going well.

There are ongoing negotiations with Riverside right now. Mike said they are the contractors that worked on unit one and there are a lot of things that have happened to unit one this year. The crew has unit one back together and has produced quite a bit of power. The bearing heated up a bit and Mike said that there was no damage from that.

Council member Val Thompson asked about the recent power outages that the city had. Mike Klaus explained that outages were due to a tree that fell onto the transmission and the distribution line from Northern Lights near the North Bench substation. We share that transmission line with them and we connect together about the Sand Hill. Their portion had a tree in it which caused a breaker to open in Libby and North Bench. There was no power at the mills or anyone running off the North Bench substation. Within 30 minutes the crew had the city running by shifting the load. There is a lot of communication that had to happen between the City, Northern Lights and BPA to get things back up and running after the tree was removed. Mainly about clearances.

Mayor Alonzo asked how the eagle at the golf course came about. Mike said that someone offered to do this. City Clerk/Treasurer Deborah Garcia asked if it was Jimmy Smith and Mike said maybe. Mike said nothing formal but asked council if they had any objections or concerns to keeping it where it is but sort of in the grass and that there is a slope there and is between the driveway and where they practice.

The income at the golf course is above last year. Green fees are up even with the Canadian traffic being down. There are still a couple of capital items that are needed such as a spare pump for the upper pond. Mike hopes to get that on the agenda for the next meeting. The cost is about \$16,000 for the pump and motor.

Council asked about the Striping and signage for the highway no left turn. Mike said that he thought he was going to be able to review the plan before it was implemented, but that did not happen. The city crews helped with this by cleaning off the crosswalk areas along the highway and then our crew painted them with help from ITD because they have special reflective paint. Andy put a note on Facebook today with a map that says no left turn.

Mike Klaus said that the city has a Facebook page again with no commenting allowed. There are no extra staff that can monitor the page all day. The city is hoping to get information out and have it be a positive thing. The pool has a page already.

Mayor Alonzo said ITD probably does not read our meeting minutes, but he said it would be nice if they would put the traffic light back up on Alderson Lane.

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. Approval of 06/17/25, 12/03/24, 05/06/25 regular council minutes

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

4. Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
<b>Voted Yes</b>	Brion Poston, Val Thompson, Adam
	Arthur, Ron Smith
Voted No	
Absent	

#### **NEW BUSINESS**

5. **GARBAGE** - (action item) [attachment]- Consider approval of revised contract with Frederickson's BF Garbage LLC.

City Engineer/Administrator Mike Klaus said that this has been on the agenda a couple of times for discussion only and doesn't think there should be a lot of questions but if there are, then Mike and Shawn will try to answer them. Council member Brion Poston asked if that was the only receptacle that they would be allowed to have out and would not be allowed to have boxes on the side. Shawn Frederickson from Frederickson's BF Garbage said yes, it is the only receptacle and that boxes should be broken down and put in the receptacle. If a citizen has for example a box from a stove that won't fit they can call them and make an arrangement to get it picked up as they are no longer going to be riding on the back of the trucks because they will be picked up automatically by the truck. Shawn said that they are looking at getting different types of arms so that they might be able to offer 64-gallon receptacles for some people. Council member Adam Arthur asked if they were ever going to pick up yard waste. Shawn said that they stopped doing that in 2012, but they would be willing to consider it. There are all kinds of guidelines that would have to be met and the waste is heavy and that is one of the reasons they stopped doing it because it is hard on their backs. If citizens are finding that they are having more garbage than the one

receptacle, then they are welcome to call the office and pay for an additional can through them and not the city. Council member Brion Poston asked if the receptacles had serial numbers and Shawn said that they do. Mike said that one important feature for residents is that Frederickson's has done a great job of providing and putting together a plan where there is not a big lump sum of money required by the city or residents to get all of the receptacles needed. Mike said there will be a lag time where customers are wondering if they are going to be paying for recycling and garbage fees until October before the new cans are implemented and so instead of paying it one lump sum, the money is being used to help purchase the cans. Shawn said if someone steals or damages a can then the city will be responsible, and Mike said there are enough reserves to cover that kind of activity and then the city would bill the customer. Council member Brion Poston asked if City Attorney Andrakay Pluid has looked at the contract. Mike said that he, Andrakay, Mayor Alonzo, Ron and Shawn Frederickson all sat down together to work through the details of the contract.

Adam Arthur made a motion to approve the revised contract with Frederickson's BF Garbage LLC. Val Thompson seconded the motion.

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

# 2. **GOLF- (action item)** [attachment]- Consider approval of funds to purchase a tee mower.

City Engineer/Administrator Mike Klaus said that during the report section tonight that they discussed the budget. \$35,000 was scheduled for a new tee mower and what I am suggesting here as you know used mowers go quick and sometimes, I was slow early in the season to get one. The operator and our mechanic Jimmy Dorhofer were leary to get a John Deere and decided to wait for this Toro. Mike said that they had made a commitment with council approval for what they thought would be an eight-blade reel tee mower. A lease return came up from Tori Pines that was thought to be an eight-blade reel but turns out to be an eleven-blade reel tee mower. Mike talked to the mechanic there and it is needing some work to the rollers and linkage on the reels and has about 1200 hours on it but feels it is still a good mower. Mike said the cost outside the work is \$27000 and is not sure what the final cost will be when it is refurbished. When the work is all done then Ben Staples and Jimmy Dorhofer will go look at it and see if it is everything we think it should be for that amount after repairs. Mayor Alonzo asked if \$35,000 was what was originally planned on spending and Council member Adam Arthur asked if that was for a new mower. Mike said yes that was the correct amount and that it was not for a new mower but a used one that they were looking at last year. Council member Val Thompson asked if there was any chance that things would have gone up due to tariffs and Mike said he didn't think so and that parts are just expensive.

Adam Arthur made a motion to approve funds up to \$35,000 to purchase a tee mower. Ron Smith seconded the motion.

3. Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
<b>Voted Yes</b>	Brion Poston, Val Thompson, Adam
	Arthur, Ron Smith
Voted No	
Absent	

# **ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 6:39 pm.

# MINUTES December 17, 2024 6:00 pm

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

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

Public present were David Clark, Carolyn Birrell, and Denise Crichton

#### **PUBLIC COMMENTS**

Carolyn Birrell sang a quick little song about the weather and being at city hall having a ball.

#### REPORTS

Police- Police Chief Willie Cowell reported that tonight's report is mild and low due to running a skeleton crew. There are guys out sick, and some are out of town. There was one felony, one misdemeanor, and eleven infractions. Chief Cowell said that he wished he could say it was due to their productivity, but it's just due to the nature of things right now with the weather and all.

Mayor Alonzo asked if they had someone that had just graduated from the academy. Chief Cowell said yes, and that he had gone to Boise Friday to attend Robbie Bates Graduation. Robbie is back up here and will be fielding a shadow shift this coming week. Maurice Morri the Police Departments newest hire will be leaving for POST the first week in January. The two new hires are going to benefit everyone and get the department back to 24/7 coverage in a few months.

Fire- No report

City Engineer-Administrator- No report

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 Alcohol Beverage Licenses for FY2024: Kootenai River Brewing Co. LLC, Liberty Lanes, Super 1 Foods.

Adam Arthur made a motion to approve the consent agenda with the changes to the beverage licenses to 2025. Ron Smith seconded the motion.

<b>Result:</b>	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

# **NEW BUSINESS**

4. **PLANNING & ZONING-(action)** [attachment]-Consider Resolution 2025-001 for DOPL (Department of Occupational and Professional Licenses) for payments of building permits.

City Clerk/Treasurer Deborah Garcia said that Ruen Yeager had provided a memo with an explanation of why we need to have a resolution for this. DOPL changed the way we do building permits in November. The original plan was to have DOPL take the payments for the permits and not the city. That has now changed, and they want the city to take the payments in, but before they will proceed with a building permit it must be paid first. The city of Dover just passed a resolution that allows them to make payments to DOPL as they come in. The resolution is for the city to be able to take the payments in and pay DOPL as they come in even if it is outside of our regular payable cycle. With this resolution we will be able to make the payments and then they will come to council for approval after they are made and this allows the process to move forward for people.

Val Thompson made a motion to adopt Resolution 2025-001 and grant authority to the City Clerk/Treasurer to make automatic electronic bank payments on an as needed basis for the timely processing of building permit applications and authorize the Mayor to sign the Resolution.

Mayor Alonzo read the resolution:

A RESOLUTION OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AUTHORIZING THE CITY CLERK/TREASURER TO PROCESS ACH PAYMENTS WITH RATIFICATION BY CITY COUNCIL AT THE NEXT REGULAR COUNCIL MEETING.

<b>Result:</b>	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur
<b>Voted Yes</b>	Ron Smith, Adam Arthur, Val Thompson
Voted No	
Absent	

5. **PLANNING & ZONING- (action item)** [attachment]- Consider Resolution 2025-002 reappointing Darci Price to the Planning & Zoning Commission for a four-year term ending December 31, 2028.

Mayor Alonzo said that he had already approved the reappointments pending council approval. If council agrees with my decision on these then there will need to be a motion for each one.

Ron Smith made a motion to consider Resolution 2025-002 reappointing Darci Price to the Planning and Zoning Commission for a four year term ending December 31,2028. Val Thompson seconded the motion.

<b>Result:</b>	Approved
Moved by:	Ron Smith
Seconded by	Val Thompson
Voted Yes	Adam Arthur, Ron Smith, Val Thompson
Voted No	
Absent	

6. **PLANNING & ZONING- (action item)** [attachment]- Consider Resolution 2025-003 reappointing David Gray to the Planning & Zoning Commission for a four-year term ending December 31, 2028.

Adam Arthur made a motion to consider Resolution 2025-002 reappointing David Gray to the Planning and Zoning Commission for a four year term ending December 31,2028. Ron Smith seconded the motion.

<b>Result:</b>	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
<b>Voted Yes</b>	Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

7. **PLANNING & ZONING- (action item)** [attachment]- Consider Resolution 2025-004 reappointing Andy Howe to the Planning & Zoning Commission for a four-year term ending December 31, 2028.

Adam Arthur made a motion to consider Resolution 2025-002 reappointing Andy Howe to the Planning and Zoning Commission for a four year term ending December 31,2028. Val Thompson seconded the motion.

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

8. **CITY- (action item)** [attachment]- Consider approval of Innovate work orders.

Addressing and mapping. We do this each year and is an estimated task of electrical mapping if we want to tackle that this year.

City Engineer/Administrator Mike Klaus said the first one is \$10,000 for what we typically use in a year's time for addressing and GIS mapping, Planning and Zoning purposes, and other things that we do. The second one is also for \$10,000 which is an estimated cap on electrical mapping that the city wants to tackle this year. Mr. Klaus does not feel we will hit the limit for either but said this is a ceiling the city wanted to put on there.

Adam Arthur made a motion to approve the Innovate work order number 005 in the amount of \$10,000 for general mapping support and work order number 006 in the amount of \$10,000 for electrical mapping support. Ron Smith seconded the motion.

<b>Result:</b>	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

9. SEWER- (action item) [attachment]- Consider approval of the bid award for Lift Station #5 replacement.

City Engineer/Administrator Mike Klaus asked council if they had a chance to review the numbers that they received. There was a wide range of numbers for the lift station and were all within range of what was expected. Mike feels we got a good number at just under \$700,000. The fund balance for sewer and the city can do the project and still have adequate reserves and operational money. Mike did do a budget review to make sure that it

fit with what was expected. Council asked if staff were satisfied with going with J7 Contracting and Mike said yes. Council had some discussions on the different bids.

Val Thompson made a motion to award the bid for the Lift Station #5 project to J7 Contracting and authorize the mayor to sign the attached notice of award for \$699,999. Adam Arthur seconded the motion.

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

10. CITY- (action item)- Consider closing city hall at noon and letting staff early off for Christmas Eve.

Mayor Alonzo said that the police are the only ones that cannot take off early unless another department had something happen in the morning and it ran them over past noon. If staff cannot take the day off that day, then they can take those four or five hours at a later date.

Adam Arthur made a motion to close City Hall at noon and let staff off early for Christmas Eve. Val Thomson seconded the motion.

<b>Result:</b>	Approved
Moved by:	Adam Arthur
Seconded by	Val Thompson
<b>Voted Yes</b>	Ron Smith, Val Thompson, Adam Arthur
Voted No	
Absent	

11. **STREET/ELECTRIC- (action item)** [attachment] – Consider approval to purchase pick-up for use by electric and street departments.

City Engineer/Administrator Mike Klaus said that electric department often needs a dump truck to use for bedding when they do underground work like in Moyie Springs where there is a lot of rock. The street department has a small dump truck which is a 1987 Chevy that is pretty ragged right now. This was budgeted for a 50/50 split between streets and electric. The thought was to purchase it for \$64,000 and then get a quote for a dump bed between \$12,000 and \$15,000. This will not exceed the original budget amount for the truck. Our city mechanic Jimmy Dorhofer has looked at it and we feel it is a good truck for the amount of money. \$45,000.00 of Local Option Tax funds were budgeted for general capital and \$45,000 was budgeted in electric rolling stock capital.

Adam Arthur made a motion to approve the purchase of the pickup from Mike White Ford for \$64,000 with 50% of the funds coming from the electric department and 50% coming from Local Option Tax. Adam Arthur amended his motion to include having a dump bed installed in the amount of up to \$15,000. Val Thompson seconded the motion.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Val Thompson

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

# <u>ADJOURNMENT</u>

Mayor Alonzo adjourned the meeting at 6:21 pm.

# MINUTES November 5, 2024 6:00 pm

Mayor Alonzo called the meeting to order at 6:00pm. Council 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 Planner Clare Marley.

Guest Speaker Vanessa Davis with Condie Stoker and Brown by Zoom.

Members of the public present were David Sims, Jessica Tingley, David Clark, Kenneth Davis, Kathy Walk, Denise Crichton, Carolyn Birrell, Lawrence Bighouse, Jeff Bogard, Tim Gorshe and Barb Lepoidevin.

#### **PUBLIC COMMENTS**

Carolyn Birrell reminded everyone about the Turkey Trot. It happens every Thanksgiving at 9:00 am. This is the 15<sup>th</sup> year of having the Turkey Trot. The police are always there at the end and do a little cruise at the tail end. Last year there were 397 runners. The first year there were 75 attendees, and it has grown every year. It's a family friendly and dog friendly event.

Carolyn encouraged the city council members to come out and support the Turkey Trot.

#### **REPORTS**

**Police**- Assistant Chief, Jeremy Garrett, reported thirty-two incidents over the last two weeks. That included 3 felony arrests, 25 misdemeanors, and 17 total infractions. There were 7 county assists.

Fire-No report

City Engineer-Administrator- No report

**Urban Renewal District-** No report

**SPOT-** No report

Golf- No report

**EDC**- David Sims said there is about 583 million dollars in federal funds for Idaho Broadband in Idaho. Idaho had to submit proposals to the federal government to receive these funds. There haven't been any updates about what will happen in Boundary County although EL Internet recently updated their coverage map. They installed some new equipment on Black Mountain which provides very fast service. That really changed the landscape of the county

Ziply is being acquired by Bell Canada and it's unknown how that will affect their applications and whether they will still qualify. The Ziply employees that David has talked with believe it is a positive move for Ziply.

The Moyie sewer project continues to go well. The SVR and UV structures are poured and link tested. Their net change orders to date are only about \$10,000.00.

David mentioned that a local business called Homestead Produce received a grant from the Idaho State Department of Agriculture. They are getting funds to get an egg washing and egg grading machine. It will be an automated system. Since it is a federal grant, David is helping them through the mountains of paperwork.

There is also a brand-new grant out called a Business Builder grant that is aimed at similar mid-tier food supply chain producers. At least two local farms will be applying for that.

David had a walkthrough of one of Jim Ball's duplexes located between Augusta and Selkirk streets last week. They are three bedrooms, two baths and 1400 square feet and they rent for \$1150.00 per month. He shared that it's great to see new affordable housing. The next phase of his development will be single level, smaller units aimed at senior citizens.

The bridge on Deep Creek Loop has been hit often by logging trucks because of its low clearance. ITD has said they are going to close it. Even though it's a county bridge, ITD does the inspections. There has been a push to find a way to replace that bridge. The county was awarded a \$600,000.00 bridge improvement planning grant. ITD came up to talk with the commissioners about their plan to improve the highway at schoolhouse following the deaths there on Highway 95. The County has two grants on Schoolhouse Rd. as well. There has been talk about putting and interchange at Mountain Meadows. Coming out of that meeting, ITD is doing a road audit study at Schoolhouse to see what can be done in the short term to improve that intersection. The commissioners asked ITD to really look at improving the intersection at Deep Creek Loop and the highway as well.

## **GUEST**

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

Vanessa started off by thanking Deby and Kris for all their help getting the books audit ready. Vanessa started off with the audit for FY2021. She shared that the auditors report is the most important part of the financial statement and that's where she wants to share from. She read from the financial statements, stating "In our opinion, the financial statements referred to above present fairly in all material respects, the respective financial position of the governmental activity, the business type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the city of Bonners Ferry.

That is a clean audit opinion. All the financial statements, in their opinion, are materially correct.

Vanessa shared that they do not express an opinion on internal controls, but they do review them. Since things were so far behind, there is what's considered a significant deficiency or material weakness in internal controls. As things get caught up, this criterion should be removed. There should be timely reconciliations and reviewing of bank statements and other vital accounts.

Vanessa recommended that the council adopt a formal reconciliation and review process which Deby and Kris have started working on.

Vanessa reviewed the financial sheets including total assets and liabilities, the income statement and governmental funds. She also reviewed the management letter which details any findings found throughout the audit.

Next, Vanessa reviewed the FY2022 audit. The audited report is the same. The report of internal controls was the same as 2021. Vanessa reviewed the statement of net position or balance sheet with assets and liabilities, the income statement and the governmental funds and the management letter.

Vanessa encouraged the council members to reach out to her with any questions or comments.

Mayor Alonzo thanked Vanessa for coming to the rescue.

City Administrator, Mike Klaus clarified for the public that Clerk/Treasurer, Deborah Garcia, was not the clerk at the time the audits got behind. Mike let the public know that the city office has worked at getting money appropriated to the correct places in order to get the audits caught up. The city has a great team with Kris Larson and with Leonard Schulte doing the reconciliation and helping with audit prep work.

# **CONSENT AGENDA – {action item}**

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

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

## **NEW BUSINESS**

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

Clare Marley contract planner started the presentation. Judy's Subdivision became Aldairy Estates in honor of a dairy farm that used to be located in this area. A final masterplan has been completed and turned in as a requirement of a planned unit development. There was one minor amendment to that involving locations of driveways and City Engineer, Mike Kalus approved that change to allow a more logical approach to the new street called Nixon. They have completed their development agreements.

There is a bond for the completed work for sewer and water and an in-lieu bond which is being presented regarding sidewalks, curb and gutter and asphalt concrete pavement of roads which was not completed at the time of the final plat. The law allows you to accept a bond and a surety agreement in lieu of completing that work. That amount was \$95,512.60.

The rest of the conditions of approval have been completed. As part of tonight's decision, the city council needs to accept the public improvements that have been made.

City Administrator, Mike Klaus shared that the public improvements included a new sewer main that goes down Jersey Street. This was completed by the developer. Then together the city and the developer worked on a water main that was installed on Nixon Street to serve the lots. Some of the southernmost lots are being served by water infrastructure that was already created by the developer. The roadways and approaches covered by the surety will also be completed.

Ms. Marley reviewed an explanation of the action items. Letter c is acceptance of the completed water and sewer improvements. Letter d is to approve the final plat and give authorization by council for the mayor and city clerk to sign the final plat. The city administrator noticed that the endorsement by the county treasurer was not noted on the map and also that two signatures on the plat were made in blue ink. Idaho law requires that they be made in black ink. That was reviewed with the city recorder, and she advised that black ink can be traced over by the original signatories to correct that. The last of that motion is to authorize the mayor to sign the final plat.

Brion Poston made a motion to approve the Graubart-Gorshe Living Trust surety in lieu of completion of the required installation of the concrete sidewalk, curb gutters, and asphalt concrete pavement and the warranty surety for completed water and sewer improvements for the Aldairy Estates Subdivision, in the total amount of \$95,512.60 plus the \$9,500.00 for the 25% and authorize the mayor to sign the Subdivision Surety Agreement and accept the bonds as presented. Val Thompson seconded the motion.

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

c. (action item)- Acceptance by city council of completed public Improvements.

Val Thompson made a motion to accept the completed water and sewer improvements for the Aldairy Estates Subdivision, based upon the project engineer's certification of completeness and recommendation from the city engineer. Adam Arthur seconded the motion.

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

**d.** (action item)- Approval of final plat and authorization by council for mayor and city clerk to sign the final plat.

Ron Smith made a motion to approve the final plat of Aldairy Estates Subdivision, File #S03-23, contingent upon endorsement of the Boundary County Treasurer plat certificate and corrections to the owner and surveyor's signatures in compliance with state code, and authorize the mayor and clerk to sign the final plat, finding that all requirements of preliminary plat approval have been met or surety has been provided for completion of the public infrastructure. Adam Arthur seconded the motion.

<b>Result:</b>	Approved
Moved by:	Ron Smith
Seconded by	Adam Arthur
Voted Yes	Brion Poston, Ron Smith, Val Thompson,
	Adam Arthur
Voted No	

Absent	

4. **SEWER- (action item)** [attachment]- Consider approval of ICDBG agreement and Request for Funds for Lift Station 5 funding and authorize the mayor to sign.

This is the last step toward getting funding for the block grant for the lift station #5 project. For the public's information the project is estimated to cost 1.2 million. The sewer fund is putting in over \$700,000 in match funds and the Department of Commerce is putting forth 500,000.00 for that project. Mike said he is bringing forward the agreement that is the last step of getting funding. If council chooses to move forward Mike said he would ask if council would look to approve the signing of the agreement as well as the request for funds documents.

Val Thompson made a motion to approve the agreement with the Idaho Department of Commerce and the City for a \$500,000 grant to help offset the cost of replacing lift station #5 in 2025, as well as the formal request for funds from the Idaho Department of Commerce through the Community Development Block Grant program, and authorize the Mayor to sign the agreement and the request for funds documents.

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

5. **SEWER- (action item)** [attachment]- Consider approval of amendment to contract with Welch-Comer Engineers to add Exhibit F.

Mike stated that this is a no-cost addition to the contract and is a requirement of the Community Development Block Grant. Through the agreement this is something that is required to be included in the Welch Comer contract. requires initials and not a signature from the mayor. This is a minor amendment.

Adam Arthur made a motion to approve the amendment to the contract with Welch Comer Engineering to add exhibit F and authorize the mayor to initial the documents. Ron Smith seconded the motion.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	
Voted No	
Absent	

6. **CITY- (action item)-** Consider approval for Barb LePoidevin to decorate the Georgia Mae Plaza for Christmas.

Mayor Alonzo asked Barbara LePoidevin if she was going to do anything different this year and she said it would be the same with no changes. Mayor Alonzo said that it was a beautiful job that she does every year. Mayor Alonzo asked if council had any questions for Barb.

Adam Arthur made a motion to give approval for Barb LePoidevin to decorate the Georgia Mae Plaza for Christmas. Val Thompson seconded the motion.

After the vote Mayor Alonzo thanked Barb for doing this every year.

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

7. **CITY- (action item)** [attachment]- Consider approval to use junk sold funds from FY23 and FY24 to purchase a new Skyline Christmas Decoration for \$1677.00.

Mike told council that they may remember a few years ago the city had a wreath that hung across the street and it was pretty decorative. Staff have priced putting one back up that is similar. The current one we have now is not very fancy and has heard from the public that they were more partial to the old one. Deby Garcia has found a vendor that has a similar one. The funds that are normally used come from money received from recycling junk or salvage that goes to Pacific Steel. There is \$1973 in that account and staff would like to take \$1766 and purchase a new decoration for main street that would replace the current snowflake one. This will be able to be delivered in three weeks.

Val Thompson made a motion to using the junk sold funds from Fy23 and FY24 to purchase a new skyline Christmas decoration for \$1677. Adam Arthur seconded the motion.

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

8. **CITY- (action Item)** (attachment)- Consider declaring eight City vehicles as surplus and authorizing staff to sell by sealed bid process.

City Engineer/Administrator Mike Klaus said that there are several vehicles that are no longer being used by staff. Three of them are police vehicles, Fire has a Dodge Dakota pickup that has been replaced already, Water and Sewer have a Gray Dodge Ram pickup that is unreliable, and staff already have a replacement for that one as well, they also have a Vactor truck that Mike feels they could get around \$95,000 for. The replacement for the Vactor was \$595,000. The Electric department has a bucket truck that they think they could get \$55,000 to \$60,000 for. By law you have to declare the vehicles surplus and to auction by sealed bid a notice must be provided to the local newspaper describing the vehicle and providing the deadline for the sealed bids to be received. Staff will follow these guidelines and do not have a set date for the auction as there may be two or three different auctions with the number of these vehicles at any given time. The city mechanic will prepare these vehicles for an auction and has provided a list of the ones that he would like to get rid of.

Brion Poston made a motion to declare eight city vehicles as surplus and authorize staff to sell by sealed bid process. Ron Smith seconded the motion.

<b>Result:</b>	Approved
Moved by:	Brion Poston
Seconded by	Ron Smith
<b>Voted Yes</b>	Val Thompson, Adam Arthur, Brion
	Poston, Ron Smith

Voted No	
Absent	

9. **CITY- {action Item}** [attachment] Consider sponsoring the Chamber of Commerce event Hometown Holidays event on December 7, 2024, at the Georgia Mae Plaza.

City Clerk Deborah Garcia said that Jennifer VanEtten is out of town this week and is unable to be here. They are just asking for sponsorship of the Hometown Holidays event again this year. They will pay the Special Event fee and the deposit and ask that the city sponsor the event to cover the insurance. They will not be closing the streets this year.

Brion Poston made a motion to approve sponsoring the Chamber of Commerce event Hometown Holidays event on December 7, 2024, at the Georgia Mae Plaza. Adam Arthur seconded the motion.

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

# **ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 7:01 pm.

# **MEMO**

To: Bonners Ferry Mayor, City Council, and City Administrator

From: Clare Marley, AICP, Contract Planner

Date: July 9, 2025

Re: July 15, 2025, City Council meeting regarding Area of Impact map

**Area of Impact:** A draft letter to Boundary County Board of Commissioners and a draft map of a proposed new Area of Impact (AOI) for the City of Bonners Ferry are attached to this memo for City Council consideration on July 15<sup>th</sup>. The map depicts the boundary of a Bonners Ferry AOI that is proposed by city staff and has been reviewed by Bonners Ferry Planning and Zoning Commission. The City Council is required by a new state law, "Areas of Impact, §67-6526," to recommend the boundaries for a new Area of Impact to replace the existing Area of City Impact.

AOIs are lands within unincorporated areas of the counties that could impact city growth plans, infrastructure, and transportation systems because of their proximity to the city limits. While the new Area of Impact is somewhat like the Area of City Impact, it differs in that only the county commissioners decide the boundaries and ordinances governing these areas. City councils are required to recommend AOI boundaries, which are intended to be areas where annexation is likely within the next five years or "near future" and that meet the criteria for future infrastructure and transportation needs. County ordinances should include the ability for cities to comment on future development within the AOIs, but only county-adopted land use laws would apply in the AOIs.

Adoption of the new state law will result in the elimination of the adopted ACIs. The deadline for counties to conduct public hearings to consider city requests and adopt new AOIs is December 31, 2025. Legal notices for the county hearings are to be published in the newspaper of record and mailed to landowners within the city's proposed AOI. The cities are not required to conduct public hearings on proposed AOI boundaries. The county commissioners are solely responsible for the establishment of the boundaries and ordinances affecting the lands within established AOIs. The cities are responsible for the publication costs, pursuant to Idaho Code.

Staff requests the Council review the attached map and proposed letter to the County and advise of any suggested revisions.

SUGGESTED MOTION: Motion to Submit the Area of Impact letter and proposed AOI map to Boundary County: I move to approve the recommended Area of City Impact map as presented by staff [or as amended] and submit the map and letter of support to Boundary County Board of Commissioners for consideration.



# July 15, 2025 DRAFT LETTER FOR CITY COUNCIL CONSIDERATION

Boundary County Board of Commissioners P.O. Box 419 Bonners Ferry, ID 83805

RE: City of Bonners Ferry Area of Impact Request

Dear Boundary County Board of Commissioners:

Pursuant to Idaho Code §67-6526, "Areas of Impact," the City of Bonners Ferry hereby submits its formal request to the Board of County Commissioners for establishment of certain boundaries for the Bonners Ferry Area of Impact (AOI). Attached is a draft map depicting the proposed Area of Impact for the City.

As the County is aware, the State of Idaho adopted a new code section within the Local Land Use Planning Act for the establishment of city Areas of Impact (AOI) by December 31<sup>st</sup> of this year. These new regulations will eliminate the long-established Areas of City Impact (ACIs). Section §67-6526 sets the criteria for establishment of these AOIs, specifically that an AOI should include only those areas which are "very likely to be annexed to the city within the next five (5) years." As a result, Bonners Ferry City Council and city staff have examined those areas where inquiries or interest has been shown in future annexations and proposes the boundaries for the AOI be set as shown on the attached map. The City has concluded the current ACI boundary should be reduced to include only those portions of land south of the city limits and east of U.S. Highway 95, as shown in the attached map.

Consistent with Idaho Code § 67-6526(3)(a), the City hereby submits its request to the Board of County Commissioners for an Area of Impact (AOI) boundary as shown on the attached map.

The following statements provide evidence that the proposed map is in accord with the new Area of Impact state law:

- ➤ The proposed boundary reflects a significant reduction of land from the currently adopted ACI.
- None of the requested AOI exceeds the 2-mile limit set by the newly enacted legislation.
- ➤ The proposed boundaries are consistent with the state's requirement that the area represent land that is "very likely" to be annexed within the next five years.
- ➤ The City has examined its potentials to serve these areas with utilities and transportation systems, consistent with the criteria established for AOIs at Subsection §67-6526 3 c, requiring the County consider:
  - o Anticipated commercial and residential growth;
  - o Geographic factors;
  - o Transportation infrastructure and connectivity;

City Hall, 7232 Main Street, Bonners Ferry, Mailing address, P.O. Box 149, Bonners Ferry, ID 83805 Phone: 208-267-3105

cityhall@bonnersferry.id.gov

- o Areas where municipal sewer or water can be provided in the next five years;
- o Other public service district boundaries.

The City requests that the future county ordinance for establishment of Bonners Ferry's new AOI take into account the following:

- ➤ Provisions to repeal the county ordinances adopting the Area of City Impact;
- Allowance for continued, timely comment on proposed development and land use applications within the adopted AOI;
- ➤ Continued collaboration with the City on growth and development issues that affect both entities.

Please advise the City if any additional information or mapping is needed prior to setting this item for a public hearing. The City requests that the hearing be set for a time when city staff and officials are able to attend and provide testimony.

The City looks forward to working together with the County to ensure a smooth adoption of the AOI boundaries and enacting an ordinance that can address the interests of both the County and City processes.

Submitted on behalf of the Bonners Ferry City Council, following the July 15, 2025, regular meeting.

Sincerely,

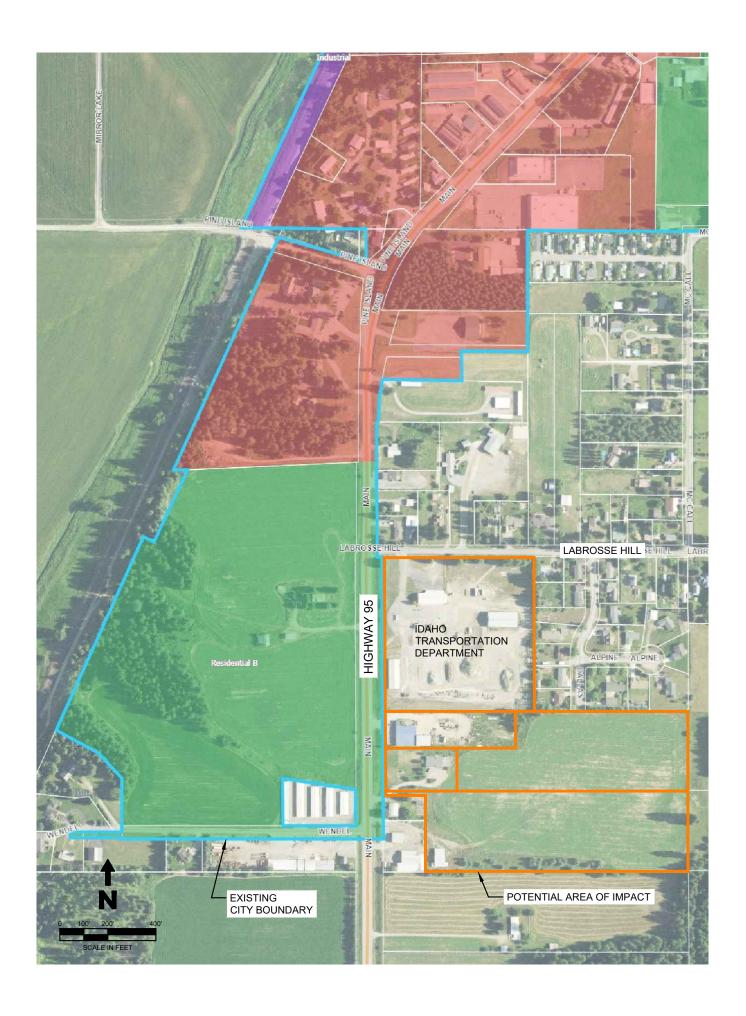
CITY OF BONNERS FERRY, IDAHO

BY:

Bonners Ferry Mayor Rick Alonzo

Attachment: Map of the City of Bonners Ferry Area of Impact boundaries

c: City Attorney City Planner



# To Whom it may Concern:

I would like to mention the immense talent of my fellow crew members of the Bonners Ferry Water and Sewer department. The specific goal of this memo is to outline the 26 years of service and the many useful talents belonging to Alan Branson. Alan Branson's title is foreman, and he is the Lead Equipment Operator of the water and sewer department. His ability and knowledge allow the Water and Sewer department to undertake and conduct projects like water main repairs, new water / sewer main installation and new lift station construction, to name a few large-scale tasks done in-house to save costs.

As superintendent I rely heavily on Alan Branson's skill and know-how to maintain the water and sewer infrastructure of Bonners Ferry. As Alan's retirement date draws closer, he will train and pass on as much knowledge as possible to the individual who will become the next foreman and lead equipment operator.

I have become aware that there is a difference in hourly pay of approximately 2.00 dollars between Alan Branson and Chris Lewandowski. I would like to request that Alan Branson's hourly pay be adjusted to an amount that is equal to the pay rate of Chris Lewandowski since both crewmembers, in my opinion, are equally valuable. Chris Lewandowski's current wage is \$30.98, and Alan Branson's current wage is \$28.94.

I encourage all who will decide on this matter to please contact me if more clarification is needed as to why I feel this is a fair and reasonable request to make.

# **Andre Rosengrant**

Water/Sewer Superintendent

City of Bonners Ferry Water & Sewer Department Office: 208-267-4380

Cell: # 208-597-6415







**TO:** Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

**DATE:** July 10, 2025

**RE:** City Vehicle – Surplus Declaration and Agreement with Moyie Springs

The City has a vehicle that is no longer used by any staff. The pick-up was used by our electrician until it was replaced several years ago. The pick-up is a 2003 Chevy Silverado ¾ ton, with VIN 1GBHK24U13E117250. The City of Moyie Springs currently has no operational vehicle and would like to purchase the pick-up truck described from the City of Bonners Ferry.

State law with respect to selling surplus personal property requires that the City of Bonners Ferry declare the property surplus and make an agreement with the City of Moyie Springs outlining the terms of the agreement.

I recommend that the Council make a motion to declare the 2003 Chevy Silverado ¾ ton pick-up surplus and authorize the Mayor to sign the attached purchase agreement with the City of Moyie Springs.

Please contact me with any questions you may have.

Thank you,

Mike

#### VEHICLE PURCHASE AGREEMENT

This Vehicle Purchase Agreement (the "Agreement") is created and effective as of \_\_\_\_\_\_\_\_, 2025 (the "Purchase Date") between the City of Bonners Ferry (Seller) and the City of Moyie Springs (Purchaser), municipal corporations of the State of Idaho, hereinafter referred to as "the Parties."

**Terms of Sale:** The Seller agrees to sell and the Buyer agrees to purchase a 2003 Chevrolet Silverado <sup>3</sup>/<sub>4</sub> Ton Pick-up with VIN1GBHK24U13E117250 ("Vehicle"), subject to the satisfaction of the conditions outlined within this Agreement, the Seller shall sell with full title guarantee and free from all encumbrances and the Buyer, shall purchase Vehicle and transfer full purchase price payment to Seller.

<u>Purchase Price:</u> The Purchase Price of the sale property shall be Three Thousand, Five Hundred Dollars and no cents (\$3,500). Payment of the Purchase Price shall be made by cash or check to the Seller with payment to be made within ten (10) business days of Purchase Date listed above.

**<u>Delivery:</u>** The Buyer will be entitled to take possession of the Vehicle after payment of the Purchase Price to Seller.

# **Warranties:**

- 1. The Seller represents and warrants that:
  - a. The Seller makes no other representations or warranties concerning the Vehicle, which is being sold and assigned "as is," and without any warranty of merchantability or fitness for a particular purpose.
  - b. Represents that the Property is sold free from all encumbrances, liens, indebtedness, or liabilities.
  - c. The Seller will provide the Buyer with a Bill of Sale for the Vehicle;
  - d. The odometer reading of the Vehicle is 86,453 miles, as of July 11, 2025, with exact reading to be noted on the title at the time of purchase.

**Entire Agreement:** This Agreement (together with the documents referred to in it) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations, arrangements, and understandings between them, whether written or oral, relating to its subject matter.

IN WITNESS WHEREOF,	the parties hav	e executed this	Agreement a	ıs of the
Purchase Date.				

SELLER:	BUYER:
CITY OF BONNERS FERRY	CITY OF MOYIE SPRINGS
Rick Alonzo, Mayor	Geoff Hollenbeck, Mayor
Witness:	Witness:
Deborah Garcia, City Clerk	Donna Funkhouser, City Clerk





**TO:** Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

**DATE:** July 11, 2025

**RE:** Electric – Contract Employee Proposal

Occasionally the City needs assistance with respect to power line design. Power line design and complicated electrical service layouts should be completed by a staking engineer. Current City staff is able to design many of the features that are being installed by the electric department; however, we currently have a need for professional assistance.

A customer has requested that the City move a main feeder near Three Mile and the City would like to hire Dan Hoogheem, as a contract employee for the City, to help with the design of that feeder re-route. Dan is an engineer that has 40 years of experience in designing electrical infrastructure. Staff has put together the attached employee contract for Dan that includes no benefits, with a pay rate of \$80 per hour. After the Three Mile project is complete, the electric department will still have intermittent needs where Dan would be very helpful with other projects.

Staff requests that the City hire Dan Hoogheem as a contract employee and authorize the Mayor to sign the attached employee contract.

Please contact me with any questions you may have.

Thank you,

Mike

# EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_July\_\_, 2025, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and Dan Hoogheem, (hereinafter "EMPLOYEE").

The parties agree as follows:

- 1. <u>EMPLOYMENT STATUS</u>: EMPLOYEE shall be classified as an employee of the CITY for all purposes including, but not limited to: payroll deductions, insurance coverage by City's insurer, applicability of City policies and procedures, and coverage as an employee for acts in his official capacity under the Idaho Tort Claims Act. Nothing in this Agreement shall be construed in such a manner to suggest that EMPLOYEE is an independent contractor.
- 2. **<u>DUTIES</u>**: Through the course of employment with the CITY, EMPLOYEE agrees to perform various duties related to electrical system design and staking. Some of these duties may include, but are not limited to:
  - a. Design and determine the sizing and layout of power poles, pole supports, transformers, conductor, and metering systems for electrical distribution and customer services.
  - b. Create staking sheets for the City Electric crew or contract crews that perform work on City electrical infrastructure.
  - c. Construction coordination with City Electric crew or contract crew when new infrastructure is installed, including site visits as needed for construction observation.
  - d. Perform on-site measurements and layouts for new electric services and distribution systems.
  - e. Assist City Electric Department as requested by the Electric Superintendent.

# 3. **COMPENSATION AND TERMS**:

- a. <u>MONETARY COMPENSATION</u>: This Agreement includes compensation at \$80.00 per hour. Compensation is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
- b. <u>BENEFITS</u>: this contract does not include medical coverage, Paid Time Off (PTO), holiday pay, or retirement, as part of this compensation package.

# 4. TERM OF CONTRACT:

- a. <u>TERM</u>: The term of this Agreement shall be one year from the date of signing by both parties.
- b. <u>EARLY TERMINATION</u>: Either party may terminate the Agreement with thirty (30) days written notice.
- c. <u>CONTINUING TERMS</u>: At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY

and EMPLOYEE, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.

- 5. **APPLICABILITY OF CITY POLICIES:** EMPLOYEE shall be bound by all City policies established and distributed to employees including the Personnel Policy of the City of Bonners Ferry.
- 6. **CHOICE OF LAW**: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
- 7. **NON-APPROPRIATION**: Should CITY fail to appropriate funds contemplated under this contract, the contract may be terminated based upon this non-appropriation following notice of termination as contemplated in this agreement.
- 8. **NON-WAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
- 9. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
- 10. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

EMDI OVEE.

IN WITNESS THEREOF, the CITY, by and through its officers, and the EMPLOYEE have set their respective hands on this Agreement the day and year first set forth above.

CITTOF BONNERS FERRI.	EMIT LOTEE.	
Rick Alonzo, Mayor		
Attest:		
Deby Garcia, City Clerk		

CITY OF DOMNIEDS FEDDY.



**TORO® NSN®** 

PO BOX 3339

ABILENE, TX 79604

TAX ID: 41-0580470

**Mirror Lake Golf Course** 

PO BOX 149

Bonners Ferry, ID 83805

**CONTACT:** ACCTS PAYABLE

**FREIGHT TERMS: FOB SHIPPING POINT** 

**Quote #:** 964983 – 2025

**Quote Date:** 7/9/2025

PO #:

PART NUMBER	DECCRIPTION	QTY	PRICE
NSN-ESSENT-3N1-R	TORO NSN SERVICE AGREEMENT INITIAL PAYMENT AMOUNT	1	\$2,640.00
SALES TAX:		\$0.00	
	AMOUNT DU	E (\$USD ONLY)	\$2,640.00

**BILLING & PAYMENT INFORMATION:** To insure accurate and timely processing of all Checks, Credit Cards and ACH payments, Toro NSN requires your customer number referenced with each payment. Customer number is the 6-digit number associated with the quote starting with "96". Missing customer number could cause delay in payment.

# **Initial Payment Check**

Please send check to the following address:

The Toro Company – NSN P.O. Box 3339 Abilene, TX 79604

# **Monthly Payment Checks**

Please send checks to the following address:

The Toro Company- NSN 39398 Treasury Center Chicago IL 60694-9300

# **Credit Card or ACH Payments**

Please contact the NSN Billing Team

Phone: 1-888-676-8676 (option 5)

Email: NSNBilling@toro.com

Please attach this Quote for reference

**BILLING QUESTIONS?** Please see our billing FAQ page at toro.com/irrigation/NSN/Billing or contact NSNBilling@toro.com or 1-888-676-8676 (*option 5*)



Scan here for frequently asked questions related to billings



# **Essentials Renewal 36** Annual Payment 10R0 NSN Service Agreement and Extended Warranty

Toro National Support Network (TORO NSN) provides a resource for software support and Toro central control system troubleshooting, problem solving, and system operation assistance. This Essentials 36 Renewal Service Agreement and Extended Warranty (Agreement) is a legal agreement between The Toro Company (represented by its Toro National Support Network division (collectively referred to as "TORO NSN")) and Mirror Lake Golf Course

#### TORO NSN LIMITED WARRANTY

#### A. HARDWARE

TORO NSN warrants to Customer that the TORO central computer system and TORO components in the irrigation system central control system (i.e. Narrow Band Base Station, DIU, FIU, NB-HHRI, Gateway, RIU and Turfquard)(collectively referred to as "Hardware") will be free from defects in material and workmanship as long as this Agreement remains in force, provided such Hardware is used according to recommended specifications and subject to the terms and conditions herein.

Regarding any and all radio communications system(s) and related components that are part of or used in conjunction with the Hardware and/or Software, Customer is responsible for obtaining, complying with, and maintaining, at its expense, any and all licenses, permits, codes and other such requirements related to construction, zoning, clearance and other such regulations as may be issued and enforced by applicable international, federal, state, county, municipal, and local governing bodies, including but not limited to, the Federal Communications Commission (FCC), The Federal Aviation Administration (FAA), The Environmental Protection Agency (EPA), state legislature, county commission, county zoning board, city council, city/municipal zoning board, county building inspection department, and city/municipal inspection department.

During the duration of this Agreement, TORO NSN will repair or replace, at TORO NSN's option, any covered Hardware component found to be defective. The Customer's remedy is limited solely to the replacement or repair of defective parts.

This warranty does not cover (i) damage caused by acts of God (including but not limited to earthquakes, flooding, lightning, and any other cause, whether or not similar to the foregoing, outside of TORO NSN's control.); (ii) non-TORO hardware; (iii) to hardware installed by anyone other than TORO NSN or its designated agent; (iv) to hardware that is used in any manner contrary to TORO NSN specifications or instructions; (v) hardware that is altered or modified; (vi) damage caused by fire; (vii) losses incurred due to theft; or (viii) consumable items such as printer cartridges, disks, and cd caddies.

Components or hardware added by TORO NSN at the Customer's request that are not part of the published TORO central computer system specifications are not covered by a Toro NSN warranty (but may be covered by the original manufacturer's warranty). Customer is solely responsible for all costs associated with the repair or replacement of such items. While Customer is awaiting replacement Hardware or a component thereof, TORO NSN may loan the customer a replacement, which may or may not have different specifications than identified in Exhibit A, to keep the Customer up and running. In the event a replacement component must be shipped, the Customer will receive original standard components until the non-standard component can be repaired or replaced by the manufacturer.

# Toll-Free Support Monday - Friday 6:00 a.m. - 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

Operated on non-Toro holidays during the hours of 6:00 a.m. through 6:00 p.m. Central Time, the toll-free help line is available to assist with questions or issues relating to the operation of the TORO central control system. Issues which cannot be diagnosed will be referred to the appropriate Toro technical or distributor staff. The precise service hours are dictated by support call demand and other factors and are subject to change accordingly without notice.

**After-hours On-call Support Technician** 

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

#### "Minimum Down-Time" Commitment

Toro NSN Replacement components covered under warranty will typically be placed with a courier for next day delivery on the next business day if the call is received by 1:00 p.m. Central Time. All calls received after this time, calls received on days when volume of replacement components is high, or calls received on weekends and holidays may not be delivered by the next day but will receive priority handling. Shipments whose destinations are beyond the borders of the continental United States will have longer delivery times. TORO NSN assumes no responsibility for the timeliness of any third-party courier, and is not responsible for delays of packages in transit. Customer agrees to return the replaced component to TORO NSN within seven business days via prepaid shipping provided by TORO NSN.

# **Agreement Effective Date and Warranty Period**

36 effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the payment due. For customers with existing Agreements, this Agreement becomes effective upon receipt of the payment and the and the expiration of your existing Agreement. If a payment due under this Agreement is more than 15 days late, the warranty shall be suspended during the period of non-payment and any damage or loss occurring during that period of suspension will not be covered under the warranty herein.

#### **B. SOFTWARE**

Non-Toro Software applications provided in conjunction with this Agreement are warranted exclusively by their respective manufacturers.

#### C. DISCLAIMER

TORO NSN DISCLAIMS ALL OTHER WARRANTIES EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO WARRANTY IS GIVEN THAT THE HARDWARE AND SOFTWARE WILL MEET CUSTOMER REQUIREMENTS, OR THAT USE OF THE HARDWARE OR SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. IN NO EVENT WILL TORO NSN BE LIABLE FOR ANY DIRECT, INCIDENTAL, SPECIAL, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGE OR LOSS OF ANY KIND. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF ANY IMPLIED WARRANTY, SO THE ABOVE LIMITATION MAY NOT APPLY TO ALL CUSTOMERS.

THE EXCLUSIVE REMEDY UNDER THIS AGREEMENT SHALL BE, AT TORO NSN'S OPTION, EITHER REPAIR OR REPLACEMENT OF THE HARDWARE OR PORTIONS THEREOF IF DEFECTIVE. THIS AGREEMENT DOES NOT COVER DAMAGE SUSTAINED TO THE HARDWARE OR SOFTWARE AS A RESULT OF ACCIDENT, ABUSE, MISUSE, MISAPPLICATION OR ALTERATION, OWNER/OPERATOR NEGLIGENCE, ELECTRICAL POWER INTERRUPTION, LIGHTNING, FIRE, THEFT, OR ACT OF GOD.

## **II. SUPPORT SERVICES**

TORO NSN shall provide the Support Services described below ("Support Services"). TORO NSN will make Support Services available for all Hardware and Software provided by TORO NSN to the Customer during the term of this Agreement.

TORO NSN's support services do not include monitoring, controlling, or operating Customer's irrigation system, all of which are solely the responsibility of Customer.

# Toll-Free Support Monday – Friday 6:00 a.m. – 6:00 p.m. Central Time at 1-800-275-8676 (1-800-ASK-TORO)

The toll-free help line is available to assist with questions relating to the operation of the TORO central control system. Issues which cannot be diagnosed, will be referred to the appropriate Toro technical or distributor staff. The precise call support hours are subject to change without notice.

#### **After-hours On-call Support Technician**

Emergency support is available after-hours and on weekends and holidays through the TORO NSN paging system by calling 1-800-275-8676 (1-800-ASK-TORO) and following the instructions.

# **Future TORO Software**

During the term of this Agreement, Customer will receive TORO software service packs (Software fixes for recognized issues) at no charge should such service packs become available. Additionally, Customer will receive a discount on all future TORO central control system enhancement modules (Software enhancements that deliver additional functionality or support new irrigation products) should such modules become available.

## **Operating System Software**

Successive operating system and computer software releases by Microsoft® or other manufacturers and subscriptions for other software applications are **not** provided as a part of any extended warranty or agreement available through TORO NSN.

## **Term of Support Services**

36, effective upon receipt of the payment due at the TORO NSN office. In the case of customers with existing Agreements, this Agreement becomes effective upon receipt of the signed Agreement and payment and the expiration or cancellation of your existing Agreement.

#### **III. FINANCIAL TERMS**

#### **Financial Terms**

Customer agrees to the financial terms below. If mandated by taxing authorities, TORO NSN will collect sales tax on the effective date of the Agreement on the Support Services provided by this Agreement. All payments are due in U.S. dollars. Import/duty fees or currency conversions are the Customer's responsibility; all amounts quoted and payable in U.S. dollars.

Total Amount Payable to TORO NSN \$7,920.00

Hardware/Software

Support Services \$7,920.00

Initial Payment \$2,640.00

Sales Tax \$0.00

Initial Amount Payable to TORO NSN \$2,640.00

#### **Payment Schedule**

Customer, agrees to submit the Initial Amount Payable (as defined in FINANCIAL TERMS section above) with the signed Agreement to TORO NSN to establish the effective date of this Agreement. Thereafter, annual payments of \$2,640.00 plus sales tax on service *if applicable* are due on the first day of the month following the effective date, and continuing for a total of 3 annual payments. The Customer agrees to pay a \$10.00 late charge for each payment not received by TORO NSN within fifteen days after it is due. TORO NSN may withhold delivery of services during any period in which payments are in arrears.

#### **Default**

If Customer fails to make any payment when it is due, TORO NSN may terminate this Agreement. In the event of default by Customer, Customer must pay all TORO NSN's cost, expenses, and fees incurred to enforce its rights under this Agreement, including reasonable attorney's fees and collection costs . In the event of default by the Customer, TORO NSN has the right to assign any collection action.

#### **IV. GENERAL**

#### Modification

This Agreement comprises the entire Agreement between TORO NSN and the Customer with respect to Support Services and Warranties. Any change in this Agreement must be in writing and signed by the Customer and TORO NSN.

#### **Termination**

This Agreement shall terminate upon the end of the term of this Agreement. TORO NSN also has the right to terminate this Agreement immediately upon notice to Customer for non-payment, or failure to return replaced components pursuant to the terms of this Agreement. Customer may renew this Agreement (pay to extend the warranty and support period) at any time before its expiration by contacting the TORO NSN Sales Department at 1-888-676-8676.

#### Indemnity

TORO NSN assumes no liability for any claims, losses or costs arising out of the use of the TORO central control system. Customer is solely responsible for any failure of the product which results from accident, abuse, misapplication, misuse, or alteration.

#### General

Mailing:

TORO NSN

Sales Department

This Agreement is governed by the law of Texas, without regard to its conflict of law principles. If any provision in this Agreement is void or unenforceable, the remainder of the rest of this Agreement will still be valid.

Shipping:

TORO NSN

Sales Department

An authorized representative of the Customer must sign this Agreement and return it to TORO NSN:

	P. O. Box 3339 Abilene, Texas 79604-3339	500 Chestnut, Suite 400 Abilene, Texas 79602
Phone:	1-888-676-8676	
Email:	NSNsales@toro.com	
TORO NSN	Authorized Representative (Signature)	Customer Authorized Representative (Signature)
TORO NSN Aut	thorized Representative (Printed Name & Title)	Customer Authorized Representative (Printed Name & Title)
TORO NSN		Mirror Lake Golf Course
Installation Name (Printed)		Installation Name (Printed)
Date		Date

F03-0013 Rev. H 1/5/2024 (EO5035665)

permission can be revoked by contacting TORO NSN.

As the authorized Customer Representative signed above, permission (please indicate your choice by initialing) is

email) regarding its products and services (such as tech tips, renewal information, newsletters, etc.). This

granted to TORO NSN to contact Customer whether directly or electronically (phone, fax and/or

# **CITY OF BONNERS FERRY**



7232 Main Street P.O. Box 149 Bonners Ferry, Idaho 83805

Phone: 208-267-3105 Fax: 208-267-4375

July 15, 2025

Mr. Damon Allen, PE District Engineer Idaho Transportation Department 600 West Prairie Ave. Coeur d'Alene, Idaho 83815-8764

RE: City of Bonners Ferry – Request for Signal Warrant Analysis

Dear Mr. Allen:

With this letter the City of Bonners Ferry formally requests that ITD perform a traffic signal warrant analysis at the intersection of Highway 95 and Alderson Lane in Bonners Ferry. The city recognizes that when the signal was removed several years ago the warrants at that time were not met at that time, so the signal was not replaced at that time. The city believes that the warrants would likely be met now because of the increased traffic volumes on the highway and Alderson Lane and the growth that has taken place in north Idaho.

The city appreciates your consideration of this request.

Sincerely,

Rick Alonzo Mayor





**TO:** Mayor and City Council

FROM: Mike Klaus, City Engineer/ Administrator

**DATE:** July 11, 2025

**RE:** Pay and Insurance for Mayor and Council

The pay for the Mayor and Council members has not changed in several years, while the cost of medical insurance continues to climb. Staff recognizes that the insurance provided by the city has a portion that is paid by the elected official. As insurance costs go up, the pay received by some Council members will soon not be enough to cover their portion of the insurance.

With that in mind, staff wants to discuss with the Mayor and Council what they feel would be the most equitable way to resolve this issue. Two options are listed below for your consideration:

- Have the City pay 100% of the Mayor and Council members insurance costs.
- Raise the pay for the Mayor and Council enough to cover the elected officials portion of the insurance premiums.

Please contact me with any questions you may have.

Thank you,

Mike