

## **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry are appreciative of an involved constituency. Testimony from the public is encouraged concerning issues when addressed under the Public Hearing portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the Public Comments period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

### **Vision Statement**

Bonnors 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.

**AGENDA  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
August 15, 2017  
7:00 p.m.**

### **PUBLIC HEARING**

### **PLEDGE OF ALLEGIANCE**

### **GUESTS**

Laurel Martin – Bonners Ferry Family Medicine Sign Placement

### **PUBLIC COMMENTS**

Each speaker will be allowed a maximum of five minutes, unless repeat testimony is requested by the Mayor/Council

### **REPORTS**

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

### **CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of August 1, 2017 Council Meeting Minutes and August 8, 2017 Special Council Meeting Minutes

### **OLD BUSINESS**

5. City – Second Reading of Taxicab/Limousine Ordinance (attachment)

### **NEW BUSINESS**

6. Water – Approve Property Purchase of Task Force Pickup and Authorize Funds to be Used to Purchase New Computers for Police Department (attachment)
7. Electric – Authorize Mayor to Sign Idaho Low Income Home Energy Assistance Program Direct Payment Vendor Agreement (attachment)

8. EDC – Authorize Mayor to Sign Boundary County Trails and Pathways Committee Charter (attachment)
9. P&Z – First Reading of Ordinance Amending Bonners Ferry City Code title Twelve, Chapter One, Concerning Violations and Remedies for Land Divisions (attachment)
10. City – Authorize Mayor to Sign Terrorism Risk Insurance Act Rejection of Full Coverage (attachment)
11. City – Discuss Fee for Forest Management Plan (attachment)
12. Electric – Approve Contract Amendment for EES Consulting for Cost of Service Analysis (attachment)
13. Electric – Approval to Work with JUB Engineering on Spillway Design (attachment)
14. Water – Approve Cassia Water Tank Intertie Project (attachment)
15. Electric – Authorize Mayor to Sign Energy Conservation Agreement Contract with Bonneville Power Administration (attachment)
16. Pool – Update on Swimming Pool
17. City – Discuss Creating Ordinance, Code, and Energy Efficiency Compliance Position

### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (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;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;
- (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A] (1) (a) and (b), Idaho Code.

### **ADJOURNMENT**

### **INFORMATION**

18. City – Museum 50 Year Commemorative Observance of the Sundance and Trapper Peak Fires on August 26, 2017
19. City – Election Information (attachment)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING BONNERS FERRY CITY CODE TITLE THREE, CHAPTER SIX TO UPDATE REGULATIONS AND LICENSING PROCESS FOR TAXICABS AND LIMOUSINES OPERATING WITHIN THE CITY OF BONNERS FERRY; PROVIDING STANDARDS FOR LICENSING; PROVIDING PROCEDURES FOR SUSPENSION AND REVOCATION OF LICENSES; PROVIDING FOR OPERATING RULES; PROVIDING FOR PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have determined that Title Three, Chapter Six of Bonners Ferry City Code is outdated and in need of clarification and updating, and

WHEREAS, regulations pertaining to taxicabs and limousines held within the City of Bonners Ferry are necessary to promote and protect the public health, welfare and safety by requiring a licensing process,

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**Section 1:** That Bonners Ferry City Code Title Three, Chapter 6 is hereby repealed.

**Section 2:** That Bonners Ferry City Code Title Three, Chapter 6 is hereby replaced to read as follows:

### **TAXICABS AND LIMOUSINES**

#### **3-6-1: DEFINITIONS:**

CARRIAGE: Any horse or other animal drawn cart, wagon, vehicle or attached apparatus used for the purpose of transporting persons for compensation.

LICENSING AUTHORITY: The city council or its designee, herein referred to as the city.

LIMOUSINE: Any luxury motor vehicle driven by a chauffeur used for the purpose of transporting persons for hire.

OPERATION: The conducting of a general taxicab, limousine, pedicab or carriage business including, but not limited to, owning the business, contracting or leasing the

business or an individual vehicle.

OPERATOR OR DRIVER: An individual, including a taxicab or limousine owner, authorized to operate, drive, or staff a taxicab or limousine upon and through the streets, avenues and alleys of the city.

PEDICAB: Any human powered vehicle that is able to be pedaled without any motor assistance, used for the purpose of transporting persons. A motor assist may be permitted so long as it does not replace or become the primary source of power in moving the unit and is seven hundred fifty (750) watts or less, is one horsepower or less, and cannot exceed twenty (20) miles per hour.

TAXICAB: Any motor vehicle used for the purpose of transporting persons for hire, providing the "taxicab", as herein stated and defined, shall not include school buses or other motor vehicles used exclusively for the transportation of children to and from school, nor a motor bus with a seating capacity of over seven (7) passengers operated on a regular schedule over regularly designated streets, nor companies operating for the purpose of carrying United States mail or other United States property.

TAXICAB, LIMOUSINE, PEDICAB OR CARRIAGE OWNER: The person, firm, copartner, corporation, individual or association securing a license to operate a taxicab(s), limousine(s), pedicab(s) or carriage(s) upon and through the streets, avenues and alleys of the city.

### 3-6-2: LICENSES REQUIRED:

A. Application For Taxicab, Limousine, Carriage, Or Pedicab Business License: No person shall engage in the business of operating a limousine, taxicab or taxicabs, carriage or pedicab within the corporate limits of the city without first complying with all of the provisions of this chapter. Verified applications for a license for taxicabs and limousines shall be made by owner thereof upon forms to be furnished by the city clerk. Such application shall contain the full name and address of the owner, the make, model, vehicle identification number (VIN) of the motor vehicle and the Idaho license number, if applicable, for the current year. All rules and regulations in this chapter pertaining to taxicabs shall likewise pertain to limousine, carriage and pedicab services unless otherwise stated.

B. Authority To License And Control: The city council or its designee, hereinafter the "city" is hereby vested with complete authority to issue licenses for the operation of taxicabs and to alter, revoke or amend or suspend the said licenses in accordance with the provisions of this chapter and to regulate and limit the method of operation of taxicabs in accordance with this chapter, and to regulate taxicab operators, and is further vested with complete and full authority and responsibility to carry into effect all of the provisions of this chapter relative to the operation of taxicabs. The city reserves the right to do a complete background check on all owners and operators. The city shall have the authority to implement the requirements and restrictions of this chapter. Any license now issued, and which may be hereafter issued to engage in the business of

operating taxicabs on or over the streets and public ways, shall mean and be construed to be only a license or privilege to use the streets and public ways for the business of operating taxicabs thereon. The council or its designee may, where appropriate, reduce the conditions or limits established in this chapter if the license applicant is only operating a pedicab or carriage; otherwise, all requirements for a taxicab may apply.

C. Applicant; Conditions: No person shall be issued a license to engage in the business of owning and maintaining a taxicab, nor shall the owner authorize any person to operate a taxicab when that person:

1. Does not possess a valid U.S. driver's license;
2. Is under the age of eighteen (18) years;
3. Is not a bona fide owner of such business, if applying for taxicab owner license;
4. Has been convicted of a felony involving injury or threatened injury to another person or who is a registered sex offender;
5. Has been, within three (3) years prior to the date of making application for such license, convicted of, paid any fine, been placed on probation, received a deferred sentence, received any withheld judgment, suffered the forfeiture of a bond for failure to appear or completed any sentence for confinement for any felony or any misdemeanor or infraction which involves a moving traffic violation, except that the city may in its discretion waive the disqualification provided in this subsection upon finding that the nature of the crime committed by the applicant and the extent of the rehabilitation of the applicant does not pose a threat to the safety and health of the taxi passengers;
6. Has ever been convicted of, or pled guilty to, a felony case of driving under the influence of alcohol and/or drugs;
7. Has, at the time of such application, an outstanding warrant;
8. Has had a similar license revoked by the city or any other city of this state or of the United States.

D. Mayor And Council To Approve Application; Renewal: Before the city clerk shall issue a license for any taxicab, the application must first be presented to the city council for approval and upon such approval and the payment of the necessary fees and compliance with all other sections of this chapter, the city clerk shall issue a license in such form as may be prescribed by the city clerk. The clerk is authorized to renew such licenses annually so long as the applicant complies with all provisions of this section.

E. License Card: Each taxicab shall carry a card issued by the clerk verifying the license. Each card shall contain the name of the licensee, the date of its issuance, the date of its expiration, the official license number of the motor vehicle and the make and model thereof.

### 3-6-3: AUTHORIZED OPERATORS/DRIVERS:

Before any owner/licensee authorizes a person to drive a taxicab, the owner/licensee shall submit the completed application for taxicab driver form containing required information on the driver to the chief of police. All drivers must comply with the following standards and rules:

A. Applicant Conditions: All requirements of subsection 3-6-2C of this chapter.

B. Mandatory Drug Testing: Every person authorized to drive a taxicab under this chapter who is involved in an accident resulting in injury to or death of any person, or damage to the property of any one person in excess of one thousand dollars (\$1,000.00) while providing taxicab service shall submit to one or more tests as may be required to determine the amount of alcohol, narcotics, and prescription and nonprescription drugs present in such person. Any such required test(s) shall be at such authorized person's own expense.

C. Revocation; Denial: If any required test shows the presence of illegal drugs, alcohol in excess of the legal limit established in Idaho Code title 18, chapter 80, prescription drugs used other than as prescribed, or evidence of intoxicants, such person's authorization to drive a taxicab shall be immediately revoked. Refusal to submit to any test required shall result in the immediate revocation of the authorization to drive a taxicab. Following revocation under this subsection, no authorization to drive a taxicab shall be granted to that person until three (3) years immediately following the last violation of this subsection.

D. Dangerous Driving: No authorization to drive a taxicab shall be granted to any person where satisfactory proof is submitted that such person operates motor vehicles in an unskillful, dangerous or reckless manner, or who repeatedly violates the laws of the city relating to traffic or this chapter.

E. Medical Certificate: Every two (2) years each taxicab driver shall submit with the application a medical certificate from a licensed physician specifically stating that the applicant has good hearing, vision, and general health such that the person has no known physical conditions or disabilities which would impair the safe operation of a taxicab. The city's medical certificate form shall be completed and returned with the application for taxicab driver form.

F. Renewal: Authorization to drive a taxicab shall not be given to a person who, at the time of application for renewal of authorization issued hereunder would not be eligible or qualified for such authorization upon a first application, and a driver must continue to have and maintain all the qualifications. A renewal application will also include an annual background check and medical certification every two (2) years.

G. Owner Notification: The chief of police shall promptly notify the owner if he is aware a driver is not qualified to drive; however, the owner remains responsible to monitor drivers and ensure they meet the requirements of this chapter.

H. License Issuance, Transfer, Display: Authorized taxicab drivers will be issued an individual taxicab driver's license authorizing them to operate a taxicab under any taxicab company's license within the city of Bonners Ferry. The taxi driver may transfer this license to another taxicab company after review of the city of Bonners Ferry police department. A taxicab driver's license shall be displayed to the public or a law enforcement officer upon request.

#### 3-6-4: INSURANCE REQUIRED:

Before any license is issued for any taxicab, the owners thereof shall be required to file with the city clerk a certified copy of a policy of insurance executed by an insurance company authorized to do business within the state insuring the public against any loss or damage which may result to any person or persons from the operation of said taxicab, provided the limited amount of liability in such policy of insurance specified shall be as follows:

A. Property damage: Not less than one hundred thousand dollars (\$100,000.00) except for carriages and pedicabs, which shall be not less than twenty thousand dollars (\$20,000.00).

B. Public liability: Minimum five hundred thousand dollars (\$500,000.00) per incident except for carriages and pedicabs, which shall be not less than one hundred thousand dollars (\$100,000.00).

C. Provide for notice to the city of nonrenewal or cancellation of insurance coverage.

D. The license to operate such taxicab business shall expire of itself or terminate upon the cancellation of said insurance for failure to pay premiums or for any other reason and no license shall be granted or be effective unless the taxicab for which said license is requested has been fully covered with insurance as hereinabove specified.

#### 3-6-5: LICENSE FEES AND CARD:

Owners of taxicabs licensed hereunder shall pay to the city clerk an annual license fee set by resolution adopted by the city council. Taxicab drivers shall pay to the city clerk an annual background check fee set by resolution adopted by the city council. Such license shall expire on the last day of each year and must be renewed before the first day of the following year. Proof of the license provided for herein shall be plainly posted in said taxicab in such a manner that the same may be readily readable and legible to the passenger or passengers therein. It shall be printed and posted in such a manner and placed in said taxicab as shall be approved by the chief of police. It shall be unlawful for any taxicab to operate without such proof of license being so posted.

### 3-6-6: TRANSFER OF LICENSES:

Taxicab business owners' licenses issued under the provisions of this chapter shall be transferable subject to the consent and approval of the city council; provided, however, that no license may be issued to another or to any other person until such licensee or person has applied for a license and has been found to be qualified to obtain such license under the provisions of this chapter; provided, further, that upon the approval of the transfer of any license as herein provided, the city clerk shall charge and collect a fee set by resolution for transferring said license and issue a new license as provided for in this chapter.

### 3-6-7: SUSPENSION AND REVOCATION OF LICENSES:

In addition to other suspensions and revocations provided for in this chapter, the following procedures shall govern the suspension or revocation of licenses:

A. Any license granted under this chapter may be suspended at any time by the chief of police for any violation of the provisions of this chapter or of any other ordinance of the city, state or federal law, or if such vehicle shall or has been used for any immoral, illegal, disorderly or improper purpose.

B. Any licensed owner or licensed operator of a taxicab vehicle within Bonners Ferry who violates any provision of the Idaho Code or this code, in addition to: 1) the criminal or civil penalties prescribed by law for such violation, and 2) the suspension and revocation provisions of this chapter, shall be subject to a temporary suspension of their taxicab license for a period not to exceed one hundred eighty (180) days.

C. Notice of a temporary suspension may be personally served which suspension shall be effective upon such service. However, notice shall also be deemed properly served if sent by U.S. postal service certified mail to the address on file in the city clerk's office that was provided by the licensee. Such temporary suspension shall then be effective at one minute after twelve o'clock (12:01) A.M. on the third day following the date written notice is mailed to the licensed owner or licensed operator. A licensee's failure to accept, acknowledge, or receive notification of a temporary suspension shall not invalidate the temporary suspension, provided notice was served as provided in this subsection. Notice of a temporary suspension shall include grounds for the temporary suspension, and shall include a statement that informs the licensee of their right to appeal the temporary suspension. A license may be temporarily suspended for good cause even though no criminal charge or infraction is filed. Any operation of a taxicab during the period of a temporary suspension shall be deemed a separate offense for each day of such operation.

D. Any licensed owner or licensed operator of a taxicab within the city of Bonners Ferry whose license is temporarily suspended pursuant to this section may appeal the temporary suspension to the city council by filing a written request with the city clerk's office within fifteen (15) working days of the start of the temporary suspension. Upon appeal, a temporary suspension shall be stayed pending a determination by the city



council, unless a separate finding is made by the chief of police that continued operation under the applicant's license would endanger the public, with the reasons for such finding being clearly stated. In the event an appeal of a suspension is denied by the city council, the suspension period shall commence at one minute after twelve o'clock (12:01) A.M. on the day immediately following issuance of the denial by the city council.

E. The city council may revoke any license issued under this chapter for any cause which would have disqualified the applicant from receiving a license upon a first application. Further, if the city shall receive a complaint of deficiency or violation which, after investigation, proves to be valid, the licensee shall be served with a warning notice and citation providing five (5) working days to rectify. If the deficiency or violation is not corrected within said five (5) working days, the license shall be revoked for the remainder of the year.

### 3-6-8: VEHICLE INSPECTION:

It shall be unlawful for any person to operate and use or permit or allow the operation and use of any vehicle as a taxicab upon the streets of the city unless such vehicle has been inspected and approved. All vehicles shall be kept in good and proper mechanical order and of sanitary and good appearance, inside and outside. All taxicabs operated by one taxicab company shall be easily distinguishable from taxicabs operated by other companies. Each taxicab shall have a lighted sign to indicate that the vehicle is in service or out of service. All vehicles (carriages and pedicabs excluded) shall be equipped with a taximeter which automatically registers the amount of the fare; such taximeter shall be installed so the taximeter and the amount of fare shall be plainly visible to the passengers riding in the taxicab. There shall be posted in a conspicuous place in each taxicab a rate card or sticker, of not less than four inches by six inches (4" x 6") in size, stating the rates of the taxicab, or rate policy of the pedicab or carriage. Inspection of the mechanical safety and sanitary condition of each vehicle shall be made by an ASE certified mechanic designated by the city council or by the police chief for that purpose. Mechanical inspections shall certify the vehicle is equipped with, but not be limited to, properly working brakes (pedicabs must have 2 sets of operational brakes: 1 located on the front wheel and the other located on the back axle), lights, turn signals, tires, horn or bell, muffler, rear vision mirrors, seat belts, and windshield wipers in good condition. Windshields shall not have any defect which obstructs or impedes the view of the driver. Further, pedicabs shall only have a single frame; bike trailers or similar devices will not be permitted. Carriages must have appropriate braking systems and lights satisfactory to the city's designee. The mechanical inspection shall be reviewed by the chief of police. The chief of police shall inspect each taxicab concerning its sanitary condition. All taxicabs shall be so inspected on or before January 1 of each year.

### 3-6-9: OPERATING RULES:

A. The driver of any motor vehicle used within the city to transport passengers for hire shall be required to bring such vehicle to a complete stop before driving across any railroad crossing within the city.

B. No smoking shall be permitted in a taxicab, pedicab or carriage at any time.

C. It shall be unlawful for any person operating a taxicab to carry more passengers than the rated seating capacity of said motor vehicle as given by the manufacturer of said vehicle and not more than one person shall occupy the front seat with the driver at the same time while the taxicab is in operation.

D. All occupants shall wear seat belts (except in carriages and pedicabs, which must be equipped with seat belts that may be worn at the occupants' discretion).

E. It shall be unlawful for any person driving a taxicab, pedicab, carriage or limousine to use a handheld cellphone while operating the vehicle, when vehicle is in motion.

F. Taxicab, pedicab, carriage and limousine companies and drivers are subject to all applicable federal, state and local laws.

G. Horse or animal drawn carriages shall be equipped with a manure catching device which will capture and retain animal manure. All manure will be removed from the capture device as soon as is practical and stored in a covered metal container provided by the carriage operator. The carriage operator will be responsible for the disposal of animal manure at an approved location outside the city limits. Any manure deposited on a City roadway must be cleaned up and disposed of by the carriage operator as soon as practical.

H. All pedicabs and carriages operating at night must use headlights and taillights.

3-6-10: PENALTY:

In addition to being subject to license revocation or suspension, any person violating any of the provisions of this chapter shall be guilty of a misdemeanor punishable according to the provisions of Idaho State Code.

**Section 3: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**Section 4: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this

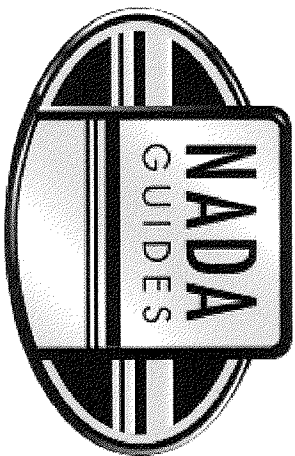
\_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
David Sims, Mayor

Attest:

\_\_\_\_\_  
Kris Larson, Clerk



# NADAguides Price Report

8/8/2017

## 2004 Dodge Ram 1500 Pickup-1/2 Ton-V8

Quad Cab SLT 4WD

### Values

	Rough Trade-In	Average Trade-In	Clean Trade-In	Clean Retail
<b>Base Price</b>	<b>\$4,100</b>	<b>\$5,200</b>	<b>\$6,100</b>	<b>\$8,650</b>
<b>Mileage (106,221)</b>	<b>\$800</b>	<b>\$800</b>	<b>\$800</b>	<b>\$800</b>
<b>Total Base Price</b>	<b>\$4,900</b>	<b>\$6,000</b>	<b>\$6,900</b>	<b>\$9,450</b>
<b>Options:</b>				
Power Seat	\$125	\$125	\$125	\$150
Aluminum/Alloy Wheels	\$150	\$150	\$150	\$175
Towing/Camper Pkg	\$125	\$125	\$125	\$150
5.7L HEMI V8 Engine	\$500	\$500	\$500	\$575
<b>Price with Options</b>	<b>\$5,800</b>	<b>\$6,900</b>	<b>\$7,800</b>	<b>\$10,500</b>

**Rough Trade-In** - Rough Trade-In values reflect a vehicle in rough condition. Meaning a vehicle with significant mechanical defects requiring repairs in order to restore reasonable running condition. Paint, body and wheel surfaces have considerable damage to their finish, which may include dull or faded (oxidized) paint, small to medium size dents, frame damage, rust or obvious signs of previous repairs. Interior reflects above average wear with inoperable equipment, damaged or missing trim and heavily soiled /permanent imperfections on the headliner, carpet, and upholstery. Vehicle may have a branded title and un-true mileage. Vehicle will need substantial reconditioning and repair to be made ready for resale. Some existing issues may be difficult to restore. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Average Trade-In** - The Average Trade-In values on nadaguides.com are meant to reflect a vehicle in average condition. A vehicle that is mechanically sound but may require some repairs/servicing to pass all necessary inspections; Paint, body and wheel surfaces have moderate imperfections and an average finish and shine which can be improved with restorative repair; Interior reflects some soiling and wear in relation to vehicle age, with all equipment operable or requiring minimal effort to make operable; Clean title history; Vehicle will need a fair degree of reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of nadaguides.com may need to make independent adjustments for actual vehicle condition.

**Clean Trade-In** - Clean Trade-In values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Vehicle will need minimal reconditioning to be made ready for resale. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition.

**Clean Retail** - Clean Retail values reflect a vehicle in clean condition. This means a vehicle with no mechanical defects and passes all necessary inspections with ease. Paint, body and wheels have minor surface scratching with a high gloss finish and shine. Interior reflects minimal soiling and wear with all equipment in complete working order. Vehicle has a clean title history. Because individual vehicle condition varies greatly, users of NADAguides.com may need to make independent adjustments for actual vehicle condition. Note: Vehicles with low mileage that are in exceptionally good condition and/or include a manufacturer certification can be worth a significantly higher value than the Clean Retail price shown.

© Copyright 2017 National Appraisal Guides, Inc.; all rights reserved. National Appraisal Guides, Inc. is a strategic ally of J.D. Power and Associates. © J.D. Power and Associates 2017, all rights reserved.

**Idaho Low-Income Home Energy Assistance Program  
Direct Payment Vendor Agreement**

**Between:** Department of Health and Welfare (Department)  
Benefit Program Operations  
Division of Welfare

**and:** City of Bonners Ferry  
Home Energy Vendor (HEV)

The Low-Income Home Energy Assistance Act of 1981, and subsequent amendments, requires that certain assurances be satisfied before energy assistance payments may be made to suppliers of home heating energy. This agreement defines the conditions required by the Home Energy Vendor (HEV) and the Department of Health and Welfare (Department) to assure compliance with the regulations of the Low-Income Home Energy Assistance Program (LIHEAP).

**No HEV shall be paid an energy assistance payment without signing an agreement with the Department assuring that the conditions contained herein are met.**

**Each party to this Agreement is responsible for its own negligence.**

**I. Definitions:**

1. Low-Income Home Energy Assistance Program, (LIHEAP) shall mean the program which provides one-time payments to reduce the energy cost for eligible households.
2. Home Energy Vendor, (HEV) shall mean the energy vendor providing home energy to eligible or low-income residential households.
3. Department shall mean the Idaho Department of Health and Welfare, its divisions, sections, offices, units, or other subdivisions, and its officers, employees, and agents.
4. Program Administrator shall mean Community Action Partnership Association of Idaho (CAPAI). All HEV questions shall be directed to the Program Administrator.
5. Direct Service Provider shall mean six non-profit agencies -Community Action Partnership, Western Idaho Community Action Partnership, El-Ada Inc. Community Action Partnership, South Central Community Action Partnership, SouthEastern Idaho Community Action Agency, and Eastern Idaho Community Action Partnership - with whom the Program Administrator has contracted for application processing.

6. Eligible Household or Low Income Residential Household shall mean a household who applies for LIHEAP and is determined eligible by the Direct Service Provider.
7. Energy Assistance Payment shall mean a payment issued by the Department on behalf of an eligible household to assist with their home energy costs. Energy costs may include pre-payment for fuel delivery, payment for emergency energy assistance deliveries, and/or a line of credit for future usage.
8. Energy Assistance Authorization shall mean the written notification that energy assistance will be provided on behalf of the eligible household by the Department and/or Direct Service Provider. The authorization submitted to the HEV includes the eligible household's applicant name, address, energy assistance payment amount, payment date, and if applicable, account number.
9. Reporting shall mean that the HEV will provide data to the Program Administrator.

## **II. Vendor Monitoring Reports:**

- A. The Vendor Monitoring reports ensure LIHEAP benefits are duly applied to participant accounts through the following process:
  - Idaho Power, Avista, Intermountain Gas, and Rocky Mountain Power will receive a monthly report from the Program Administrator via email. The report will include a list of five percent of the participants in which LIHEAP funds were provided by the Department within the previous 30 days;
  - The HEV completes the report by indicating the date LIHEAP benefits were applied to each customer account, and forwards the completed report to the Program Administrator within 10 business days following receipt of report. Reports may be submitted through email or mail to the following:

Community Action Partnership Association of Idaho  
3350 West Americana Terrace, Suite 360  
Boise, ID 83706  
Email: [ldooley@capai.org](mailto:ldooley@capai.org)

## **III. Household Cost Data Request Reports:**

- A. The Household Cost Data Request is an annual reporting requirement intended to determine total annual home energy usage of LIHEAP participants.

### **For electric and natural gas vendors:**

- Program Administrator will forward a list of households that obtained LIHEAP assistance in the past year by September 1 to

HEVs each year. An example of the format of the list is included as Attachment A.

- HEV is responsible to enter data on Attachment A for those clients who received the full 12 months of service. If a client received less than 12 full months of services then do not enter data on Attachment A.
- Return Attachment A to the Program Administrator by October 30. The report should include total amount customer was charged (dollar amount) and usage/consumption of fuel (numeric figure) billed for the full 12 months of service (October 1 through September 30).
- The Program Administrator is available to provide training and technical assistance with this report by contacting Lynne Dooley [ldooley@capai.org](mailto:ldooley@capai.org).

**For bulk fuel vendors:**

- Program Administrator will forward a list of households that obtained LIHEAP assistance in the past year by September 1 to HEVs each year. An example of the format of the list is included as Attachment A.
- Since bulk fuel customers typically will not have twelve continuous months of data, there is a column on Attachment A to indicate how many months of usage are being provided to the Program Administrator.
- The Program Administrator is available to provide training and technical assistance with this report by contacting Lynne Dooley [ldooley@capai.org](mailto:ldooley@capai.org).

**IV. Department, Program Administrator, Direct Service Provider Conditions:**

The Department, Program Administrator or Direct Service Provider shall:

1. The Department will generate payments to the HEV.
2. The Program Administrator will release the Benefit Matrix and compile the annual Household Cost Data Request Report.
3. The Program Administration will generate a report listing all eligible households and distribute it to DSPs.
4. The Program Administrator will inform the HEV of any relevant changes in the energy assistance program resulting from changes in federal regulations or state rules.
5. The Direct Service Provider will notify the HEV of payment issued on behalf of an eligible household through a verbal agreement followed by a written authorization. If there is a change in the benefit amount, the Direct Service Provider will forward a copy of the letter sent to the applicant to the HEV. This communication will serve as formal notification of a benefit change amount.



6. The Direct Service Provider will notify eligible households of the amount of energy assistance payment issued to the HEV on their behalf.
7. The Direct Service Provider will forward payments for all valid energy assistance authorizations within forty-five (45) days after eligibility is established and home energy is delivered or provided to the household.
8. The Direct Service Provider will advise HEV via telephone, fax or email that a household is eligible for LIHEAP and/or is in an emergency situation that requires immediate (within 48 hours) delivery of service.
9. The Direct Service Providers shall whenever possible, minimize the risk of home energy crisis through early detection, budget planning and/or regular payment arrangements with eligible household.
10. The Direct Service Providers shall intervene and coordinate with HEV to assist the eligible household to resolve **life-threatening energy crisis situations within 18 hours** of negotiations with the HEV.
11. The Direct Service Providers shall intervene and coordinate with the HEV to assist the eligible household to resolve **energy crisis situations within 48 hours** of negotiations with the HEV.
12. The Department, Program Administrator and Direct Service Providers will receive or have access to confidential information concerning HEV customers, including without limitation, customer names, social security numbers, addresses, account numbers, account payments and balances, and energy consumption data (collectively "HEV Data").
  - a. The Department, Program Administrator and Direct Service Providers shall use appropriate safeguards to prevent the disclosure of HEV Data to unauthorized third parties, and shall prevent their employees, agents or subcontractors from accessing, copying, disclosing, or using any such HEV Data except as necessary to perform their obligations under the terms of this Agreement or as obligated under federal and state regulations.
  - b. In the event of any actual or suspected HEV Data security breach, disclosure or loss, the affected party will notify the Program Administrator immediately. The Program Administrator will notify each party listed on this agreement immediately and all parties will cooperate to comply with any laws or regulations that may apply in such circumstances.
  - c. The Department, Program Administrator and Direct Service Provider has established and will maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft related to the administration of LIHEAP for HEV customers. If they provide services to HEV customers through agents or subcontracts, they shall be responsible for including reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft for the services provided by such agents or subcontractors.

13. The Department, Program Administrator and Direct Service Providers shall comply with all applicable federal and state laws and regulations regarding non-discrimination, including the Americans with Disabilities Act.

**V. HEV Conditions:**

The HEV shall:

1. Agree that materials and services supplied under this agreement shall comply with all applicable federal, state, and local laws and the HEV shall maintain all applicable licenses and permit requirements.
2. Refer potential applicants to Direct Service Providers for assistance through the energy assistance program.
3. Be encouraged to seek ways to reduce the eligible household's home energy costs through conservation education, waived or reduced energy costs or supplemental energy assistance fuel fund contributions under applicable provisions of state law and Idaho Public Utilities Commission (PUC) regulations.
4. Contact the Program Administrator if reimbursement payment is not received within forty-five (45) days of their notification of the households' energy assistance program eligibility.
5. Comply with all applicable federal and state laws and regulations regarding non-discrimination, including the Americans with Disabilities Act.
6. Not treat an eligible household receiving assistance under the energy assistance program adversely because of such assistance, under applicable provisions of state law and the Idaho PUC regulations.
7. Not discuss an employee's access to energy assistance with other HEV staff. Client information is to remain confidential regardless of the client and the relationship between the HEV and the client.
8. Upon receipt, credit eligible household's energy assistance payment to their account promptly, and in no event, later than their next billing cycle. Where possible, the billing statement shall identify the receipt of the energy assistance payment and continue to reflect the payment until the payment is used in full, for the household's reference.
9. Apply the energy assistance payment **only** to the household's energy cost if the eligible household's account includes costs for services other than home energy.
10. Ensure records maintained by the HEV relating to this agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by Department representatives or their designees. Such records shall show the amount of home energy delivered to each eligible household, the amount of payments made for home energy by such eligible households, the dollar value of credit received on behalf of each eligible household, the balance of available benefits and fuel costs and all documents and calculations in establishing the estimated home heating costs. The HEV shall maintain all records and documents relevant to the agreement for three (3) years from

the date of final payment to the participant. If an audit, litigation or other action involving records is initiated before the three (3) year period has expired, the HEV shall maintain records until all issues arising out of such actions are resolved, or until an additional three (3) year period has passed, whichever is later." The Department and the Program Administrator reserve the right to monitor the implementation of the agreement by the HEV.

11. Maintain an adequate accounting system to allow the Department or their designated representative to verify the correct assistance payment and that the payment was used for providing *home energy* to the eligible households.
12. Whenever possible, minimize the risk of home energy service interruption through setting up regular payment arrangements with eligible household.
13. If unable to provide reconnection in crisis situations to the household within the required time limits, prepare a written explanation of the reason(s) for non-compliance of agreement and submit to Program Administrator for review within 48 hours of contact by the Direct Service Provider.
14. Agree that in the event the eligible household voluntarily discontinues service after notification of assistance eligibility and moves outside HEV's service area or closes their account, the HEV will return any unused portion of the payment to the eligible household and their new HEV, in the form of a dual endorsement payment. **This is done within thirty (30) days from date the HEV is notified to close account.**
15. In the event the eligible household does not have a new HEV at the time the account is closed or the HEV is unable to generate a dual endorsement payment, return any unused portion of the payment to the Department via Program Administrator as described under Section V, 18 of this agreement.

16. Agree that in the event of death of the eligible household applicant, any unused portion of the energy assistance payment belongs to the estate of the deceased. If there is no estate, the benefit payment is returned to the Department via Program Administrator as described under Section V, 18 of this agreement.
17. In the event the eligible household cannot be located after the account is closed, return any remaining energy assistance credit to the Department in care of Program Administrator within sixty (60) days. All LIHEAP refunds are received and processed by Program Administrator.

NOTE: If a warrant contains payments for multiple people, and only a portion needs to be returned, it is preferred that the vendor redeem the entire warrant and generate a check to the Idaho Department of Health and Welfare for the remaining energy assistance credit.

**Make check out to: Idaho Department of Health and Welfare and mail to:**

Idaho Department of Health and Welfare  
c/o Community Action Partnership Association of Idaho 3350 W.  
American Terrace, Suite 360  
Boise, ID 83706

18. **Include the eligible household's name and account number on all returned energy assistance payments.** If returned payment is for more than one household, the amount and participant name is listed for each household. See Attachment B, LIHEAP Refunds template.
19. If a LIHEAP benefit is credited to an open account, and in the ten (10) months following that credit, the account has no activity, the HEV shall return the unused LIHEAP benefit on the account to the Department via Program Administrator as described under Section V, 18 of this agreement.

**VI. Agreement Termination:**

This agreement may be terminated for one of the following reasons:

1. A change in the requirements of Title V of the Human Services Reauthorization Act of 1986 (P.L. 99-425);
2. A change in the federal or state regulations promulgated under the act;
3. A change in the State Plan for administering LIHEAP;
4. Non-compliance with agreed conditions by either party;
5. Thirty days' written notice of termination by either party.

Termination by either party shall not discredit any obligation owed by either party to the other or to an eligible household or any liability that has accrued prior to termination.

The Department may terminate the whole or any part of this agreement if the HEV fails to perform any of the provisions of this agreement. Through written notice, the Department will allow the HEV ten days to resolve the issue before the agreement is terminated.

**VII. Confidentiality:**

It is understood that the staff of all parties will adhere to the confidentiality rules and guidelines of the Department, IDAPA 16, Title 5, Chapter 1, "Rules Governing the Use and Disclosure of Department Records" and all applicable State and Federal laws, rules and regulations pertaining to the confidentiality of, the disclosure of, information and records, as it relates to the activities of each party and the provisions of this agreement. Any other information obtained by all parties associated with participants of the LIHEAP program will not be divulged without the participant's written consent.

This agreement will be distributed by the Program Administrator to the HEV every other year by September 1 and must be signed and submitted by October 1 of that same year in order to participate in the Low Income Home Energy Assistance Program. Upon signing by both parties, this agreement shall stay in effect through September 30, 2019.

  
\_\_\_\_\_  
Julie Hammon, Administrator

Idaho Department of Health and Welfare  
Division of Welfare

8-2-2017  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Company Representative – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Company Representative – Printed  
Name

Please completely fill out the information below and return to CAPAI by October 1 either by mail: 3350 W. Americana Terrace, Suite 360, Boise, Idaho 83706 or via e-mail to ldooley@capai.org or via fax: (208) 342-2078.

Vendor Company  
Name

Vendor EIN/TIN/SSN  
(Required)

Vendor Contact for  
Payments - Name

Vendor Contact for  
Payments - Phone

Vendor Contact for  
Payments - E-mail

Vendor Contact for  
Payments: Preferred  
Method for Receiving  
Payment Information

- E-mail
- Fax
- U.S. Mail

Vendor Fuel Type

- Electricity
- Natural Gas
- Fuel Oil
- Propane
- Other - Including Wood

Direct Deposit will now be available for payments.  
If interested, please provide the following:

Bank Account Type

- Checking
- Savings

Account Number

Routing Number

Vendor County(ies)  
Served:

I agree to abide by the terms of this HEV Agreement.

Signature of Vendor  
Company  
Representative

Date

---

**For Office Use Only**

HEV Code

IDHW Approval Date

Debarment Check Date

Secretary of State

SAM









# Boundary County Trails & Pathways Committee

## Charter

### A. Purpose

The “Boundary County Trails and Pathways” Committee is appointed by and reports to the Boundary Economic Development Council (BEDC), for the purpose of providing citizen input and oversight to planning and developing trails and pathways in Boundary County.

### B. Background

In establishing this committee, the BEDC Board recognizes that trails act as catalysts for economic growth through the development of trail and sidewalk networks, alongside bike and other multi-modal systems which serve pedestrians, bicyclists, cross-country skiers, snowshoe enthusiast and equestrians throughout the county.

It is the goal of the committee to encourage partnerships with other agencies and committees to make Boundary County a more “trail/pathway friendly” community.

It should be noted that the term "trails" as used herein refers to all alternative travel facilities including but not limited to sidewalks, paths, foot trails, bridle paths, bicycle trails, and on-road bicycle routes.

### C. Responsibilities

The Boundary Trails and Pathways Committee shall be responsible for:

1. Serving as an advisory group to the BEDC on all trail, sidewalk, and bike route matters, including planning, policies, standards, priorities, issues, and system development.
2. Fostering and promoting the development of a Countywide trail, sidewalk, and bike route system to serve transportation and recreational needs.
3. Promoting the coordinated development of an integrated countywide alternative transportation system to meet the diverse needs of County residents for facilities for transportation and recreation purposes.

Providing recommendations to the preparation, promulgation, and amendment of a Countywide Master Trails Plan, which contains all authorized public trails, sidewalks, and bike routes serving county transportation and recreation needs. Partner with other nearby counties and their trail committees for an area trail map.

4. Recommending and advocating to the BEDC Board and other agencies/municipalities of certain improvements to pathways and trails in Boundary County, which could include any of the following:
  - a. Recommending trails, sidewalks and bike routes to be identified on the Countywide Trails Plan.
  - b. Recommending priorities for the construction of trails, sidewalks and bike routes.
  - c. Reviewing and providing suggestions to the Idaho Transportation Department on trail, sidewalk, and bike route construction standards and design guidelines.
  - d. Coordinating with the Idaho Transportation Department on issues related to trail, sidewalk, and bike route locations and types associated with new road construction projects.
  - e. Assisting with the development and promulgation of standards related to trail, sidewalk, and bike route identification (including signage) and maintenance.

#### **D. Relationships**

In its operations, the Committee will coordinate with the following Departments, Agencies or Advocacy Groups:

1. Idaho Transportation Department
2. Boundary County Commissioners
3. Boundary County Parks and Recreation
4. Kootenai Tribe
5. City of Bonners Ferry
6. City of Moyie Springs
7. Boundary County School District

**E. Agency Sponsors**

\_\_\_\_\_  
BEDC Board Chairman

\_\_\_\_\_  
Boundary County Commissioners

\_\_\_\_\_  
City of Bonners Ferry

\_\_\_\_\_  
City of Moyie Springs

\_\_\_\_\_  
Kootenai Tribal Chairman

\_\_\_\_\_  
Boundary County School District

\_\_\_\_\_  
Idaho Department of Commerce

\_\_\_\_\_  
Idaho Department of Labor

\_\_\_\_\_  
Panhandle Area Council, Inc.

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITHIN BONNERS FERRY CITY CODE TITLE TWELVE, CHAPTER ONE, CONCERNING VIOLATIONS AND REMEDIES FOR LAND DIVISIONS; AMENDING LANGUAGE BY REMOVING MISDEMEANOR VIOLATIONS AND REPLACING WITH REMEDIES AND COMPLIANCE MEASURES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Planning and Zoning Commission held a duly noticed public hearing in accordance with Idaho Code 67-6509 and Idaho Code 67-6511 on July 21, 2017; and

WHEREAS, the City Council held a public hearing in accordance with Idaho Code 67-6509 and Idaho Code 67-6511 on \_\_\_\_\_; and

WHEREAS, the Mayor and City Council have deemed it in the public interest to enact new provisions within Bonners Ferry City Code Title Twelve, Chapter One, for the purpose of providing compliance options for land divisions;

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**Section 1: That Chapter 1, Title 12, Section 5 and Sections 8 Bonners Ferry Code is hereby amended to read as follows:**

**Stricken Language = ~~Stricken Language~~**

**New Language = New Language**

**12-1-5: ENFORCEMENT AND PENALTIES**

- A. No building permit will be issued for the construction or development of any building or structure located on a lot or plat subdivided or sold in violation of the provisions of these regulations or state platting statutes, nor shall the city have any obligation to issue any certificates of occupancy or to provide utility services to any parcel created or established in violation of these provisions.
- B. Violations of the provisions of this title are subject to compliance or remedy measures as outlined in section 12-1-8 of this chapter. ~~may be deemed a misdemeanor with each day such violation continues constituting a separate offense.~~ The city shall have recourse to such civil remedies in law and equity as may be necessary to ensure compliance with the provisions of these regulations.

**12-1-8: REMEDIES**

A. The provisions of this section shall not apply to the following conveyance of any lot or parcel of real property:

- 1. Exempt from the definition of "subdivision", as provided for in this chapter;
- 2. Identified in a recorded final plat after the date of recording.

B. This section shall not bar any legal, equitable or summary remedy to which the City, other public agency or any person may otherwise be entitled. The City or other public agency or any person may file suit to restrain or enjoin any attempted or proposed subdivision for sale, lease, financing or gift of any lot or parcel, or portion thereof, contrary to the provisions of this title. The provisions of this section shall not limit or affect in any way the rights of a grantee or successor in interest under any other provision of law.

C. The City shall not issue a permit or grant any approval necessary to develop or use any lot or parcel which has been divided, or which has resulted from a division, contrary to the provisions of this title.

D. For the purposes of the administration of this section, the following shall be considered in compliance:

1. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to December 29, 2005.

2. Any lot or parcel for which a valid building permit has been issued by the City, where on development has occurred and a use has been established in reliance on that permit;

3. Any lot or parcel which is described on a recorded legal instrument of conveyance prior to April 27, 2017, that does not meet lot size or lot dimensional standards;

E. Any division of land determined by the City to be in violation of this title shall either seek remedy as outlined within this section or shall seek compliance with the laws in affect at the time the division occurred. Compliance with current subdivision laws shall be considered compliance with the law.

**Section 4: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**Section 5: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor

Attest:

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

## NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

### NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Darrell Kerby at (208) 267-3123 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

**Named Insured: City of Bonners Ferry**

#### ***DISCLOSURE OF PREMIUM***

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of \$37,898 over and above your proposed renewal Member contribution based on reported total insured values of \$37,897,838.

**CONTINUED ON NEXT PAGE**

*For Policy Year Effective October 1, 2017*

**IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:**

**TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE**

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

\_\_\_\_\_  
Chief Executive/Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print

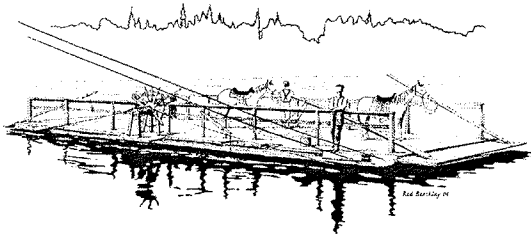
\_\_\_\_\_  
public office held

City of Bonners Ferry  
\_\_\_\_\_  
Public Entity Name

**RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.**

***ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.***





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: August 11, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **City Forest Management Plan Update**

In the past, the City has used Inland Forest Management (IFM) to complete forestry work on the City's treed properties. The last plan was prepared in 2003, and needs updated. IFM has recommended that the City complete a detailed forest management plan update as proposed in the attached letter.

I believe the plan would provide us with good guidance on where we should be cutting timber and where maintenance for fire management should take place within City ground. I recommend approving the Council to move forward with IFM in developing an updated forest management plan for \$4,850.

Please call me with any questions about the proposed work.

Thank you,

Mike



**INLAND FOREST MANAGEMENT, INC.**

July 18, 2017

Mike Klaus  
City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, Idaho 83805

Re: Forest Management Plan Proposal

Dear Mike:

As we have discussed, a management plan for the City's forest land was last prepared in 2003. Since that time there have been substantial changes in the forestland due to timber harvests, tree growth and pest problems. With that in mind, it is appropriate for the City to consider having an updated plan prepared.

The City own approximately 320 acres of timber land scattered across numerous parcels. I will present two options for the City to consider regarding the development of an updated plan:

**Option 1:** This option would entail completing a detailed management plan, including a formal forest inventory. Numerous issues would be addressed including soils, forest pests, wildlife, wildfire hazards, future management recommendations, etc. I have attached a summary sheet that identifies the primary plan components. A plan of this level would also qualify the City's forest land as a Certified Tree Farm and Stewardship Forest.

The cost for this option would be \$4,850.00

**Option 2:** This option would involve a less intensive process that does not include a formal forest inventory. This plan would focus on addressing the timber resource and identifying future management activities. We would conduct a property walk-through and then prepare a future action plan based on our observations and the City's ownership objectives. No detailed timber volume information would be provided.

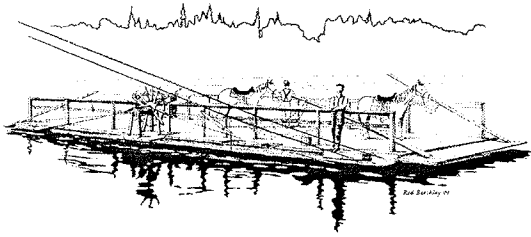
The cost for this option would be \$2,700.00

Please let me know if I can provide future details on these options or answer any questions. I appreciate the opportunity to present this proposal.

Sincerely,

Michael F Wolcott, ACF, CF

Enclosure



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: August 11, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Electric Department - Cost of Service Study and IFG Contract**

In 2015 the Council moved forward with a Cost of Service study for the Electric department. At that time, our rate consultant, EES, did not see that a rate increase was needed. Since that time, we have had a chance to look more closely at the needs of the Electric department. I believe that the City electric rates will need to be adjusted in order to continue providing good, low cost electric service without borrowing money to do so.

The cash position of the Electric department has changed greatly in the last two years because of some large projects; the Moyie Substation rebuild and Moyie Transmission Line Move. And we have found that the hydro facility will require significant improvement over the next three years or more. We also know that our power costs are going up this year as the BPA rates will increase significantly. Considering the projects coming up and the increase in power rates, I recommend having EES revisit our rates again to ensure that income will provide the City with enough money to cover our current and upcoming expenses.

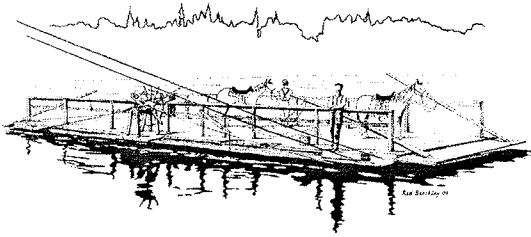
This year we also need to re-negotiate our contract with Idaho Forest Group (IFG). The City typically uses EES to us revise those contracts as needed.

EES was unable to provide draft contract amendments prior to distribution of this memo, but I should have them available for the Council meeting. I will provide you with their proposals at the Council meeting. If the Council deems the proposals reasonable, I recommend approval so that the City can complete the tasks above.

Please call me with any questions about the proposed work.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: August 11, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Moyie Hydro - Spillway Repair**

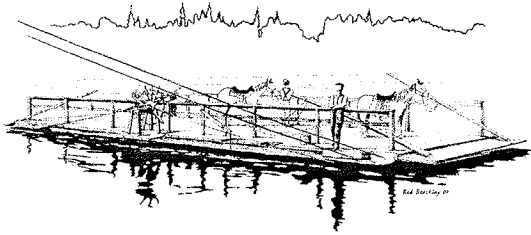
One project that is very important to the future of the City's hydro system is the repair of the dam spillway. The spillway concrete is in poor condition and needs to be repaired. The needed repair will require engineering services. I have looked at our list of available consultants and I find that J-U-B Engineers would provide the best service for this particular project.

I am recommending that the City Council approve J-U-B Engineers as the firm to use for the design of the spillway repairs. If approved, the City will negotiate a scope of work and a contract with J-U-B Engineers, that will also require Council approval in the near future.

Please call me with any questions about the proposed work.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: August 11, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Water Department - Cassia Tank Intertie**

The City has not been able to keep its new Cassia water tank full this summer and I have worked with the water department to determine the reason and also how to fix it. I have determined that some piping restrictions and elevational differences have kept us from maintaining a full tank. I will show a schematic of the issue during the Council meeting to explain.

To eliminate the problem, I believe the best solution is to pump to the new tank in a more direct route. I am currently working with Jake and the water department to complete plans to install a new water main on the northside that will provide water to the new tank more effectively.

I estimate that the cost of the new water main will be \$30,000. I am requesting that the Council approve the expense to install the new main. We budget for water main replacement each year, so this is an expense that we expected for this year, just not in this location.

Please call me with any questions about the proposed work.

Thank you,

Mike



## Department of Energy

Bonneville Power Administration  
PO Box 789  
Mead WA 99021

ENERGY EFFICIENCY

July 13, 2017

In reply refer to: PEJB-MEAD-GOB

The Honorable David Sims, Mayor  
City of Bonners Ferry  
PO Box 149  
Bonners Ferry, ID 83805

Dear Mayor Sims:

Attached is an original copy of the Energy Conservation Agreement Contract (ECA) No. 17ES-11444 between Bonneville Power Administration (BPA) and City of Bonners Ferry.

If Bonners Ferry finds the ECA offer acceptable, please electronically sign the flagged signature field in the enclosed document and return it to me by e-mail as soon as practicable but no later than September 15, 2017. Alternatively, you may print, sign, and scan the document into a pdf file and return it by e-mail, or you may print off two copies, countersign both copies, mail both paper copies of the countersigned document to my attention by September 15, 2017.

Please feel free to contact me at (509) 822-4585 if you have any questions or concerns.

Sincerely,

DANIEL  
VILLALOBOS

Digitally signed by DANIEL VILLALOBOS  
DN: c=US, o=U.S. Government,  
ou=Department of Energy, cn=DANIEL  
VILLALOBOS,  
0.9.2342.19200300.100.1.1=89001002279  
091  
Date: 2017.07.17 10:20:22 -0700

Daniel P. Villalobos  
Energy Efficiency Representative

cc: Mike Klaus, City Engineer/Administrator  
Lisa Ailport, City Planner

**ENERGY CONSERVATION AGREEMENT**  
executed by  
**BONNEVILLE POWER ADMINISTRATION**  
and  
**CITY OF BONNERS FERRY**

**Table of Contents**

---

<b>Section</b>		
1.	<b>Term</b> .....	2
2.	<b>Definitions</b> .....	2
3.	<b>Implementation Budget</b> .....	3
4.	<b>The Implementation Manual</b> .....	4
5.	<b>Invoicing Process</b> .....	5
6.	<b>Payment of Approved Invoice Payment Amounts</b> .....	6
7.	<b>Oversight Review and Evaluation Processes</b> .....	6
8.	<b>Netting of Amounts Owed</b> .....	7
9.	<b>Information Exchange, Privacy Act Compliance, and FOIA</b> .....	7
10.	<b>Governing Law and Dispute Resolution</b> .....	7
11.	<b>Uncontrollable Forces</b> .....	9
12.	<b>Standard Provisions</b> .....	10
13.	<b>Termination</b> .....	11
14.	<b>Signatures</b> .....	13

**Exhibit A                      Notices and Contact Information**

This ENERGY CONSERVATION AGREEMENT (Agreement) is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through BONNEVILLE POWER ADMINISTRATION (BPA); and CITY OF BONNERS FERRY (Bonners Ferry), a municipal corporation, organized under the laws of the State of Idaho, hereinafter individually referred to as “Party” or collectively referred to as the “Parties

**RECITALS**

BPA is required by the Pacific Northwest Electric Power Planning and Conservation Act, 16 U.S.C. §§ 839-839h (Northwest Power Act), to meet the net firm power load requirements of its customers in the Pacific Northwest.

Per the Northwest Power Act and consistent with the Pacific Northwest Electric Power and Conservation Planning Council’s regional power plan, BPA pursues Conservation as a resource.

---

BPA is authorized to acquire cost-effective Conservation to reduce the firm power load requirements of its customers in the Pacific Northwest, and intends to do so by purchasing Energy Savings from Program Participants in accordance with the Energy Conservation Agreement.

Bonnors Ferry intends to implement Measures in accordance with the Implementation Manual and to report and sell the resulting Energy Savings to BPA.

This Agreement, including BPA's Energy Efficiency Implementation Manual as may be revised, provides the implementation, reporting, and payment requirements for BPA's portfolio of Energy Efficiency Measures.

The Parties agree as follows:

**1. TERM**

This Agreement takes effect on the date signed by the Parties and expires on September 30, 2021, unless terminated earlier as provided in section 13, Termination. Performance by BPA and Bonners Ferry shall commence on October 1, 2017, with the exception of those actions required prior to that date included in section 3(a) and section 3(b). All obligations under this Agreement shall be preserved until discharged or satisfied.

**2. DEFINITIONS**

Capitalized terms used in this Agreement shall have the meaning stated.

- (a) "Approved Invoice Payment Amount" means the sum of amounts in an invoice package that BPA determines has met the criteria in section 5(b) and section 5(c) and that BPA authorizes payment of per section 6.
- (b) "Available Implementation Budget" means the amount available for BPA to purchase Energy Savings from a specific Program Participant at a given point in time equal to the Program Participant's Initial Implementation Budget plus any applicable Rollover Amount plus or minus any applicable Implementation Budget Transfers minus any applicable Approved Invoice Payment Amounts.
- (c) "Conservation" means any reduction in electric power consumption as a result of increases in the efficiency of energy use, production or distribution, as defined in section 3(3) of the Northwest Power Act, and includes actual and planned Conservation.
- (d) "Energy Efficiency Incentive" or "EEI" means the aggregate program cost established by BPA for purchasing Energy Savings from all Program Participants within a Rate Period.
- (e) "Energy Savings" means amounts of Conservation that BPA has determined to be attributable to Measures implemented in a manner consistent with this Agreement.



- (f) “Implementation Budget Transfer” means an increase or decrease in a Program Participant’s Available Implementation Budget as a result of a method of transferring funds as defined and allowed under this Agreement.
- (g) “Implementation Manual” means the publicly accessible BPA guidance document, as may be revised, that specifies: (1) the Measures that may be implemented by Program Participants, (2) the requirements and specifications for implementation of Measures, and (3) the obligations on BPA and the Program Participants related to the implementation, reporting, payment amounts, oversight, and evaluation of Energy Savings, including Self-Funded Energy Savings.
- (h) “Initial Implementation Budget” means the portion of an EEI established by BPA and effective at the beginning of a Rate Period to purchase Energy Savings from a specific Program Participant during that Rate Period.
- (i) “Measure” means any material, equipment, or activity identified in the Implementation Manual that a Program Participant may install or implement within its service area to achieve Conservation.
- (j) “Program Participant” means a BPA customer that has an Energy Conservation Agreement in effect.
- (k) “Rate Period” shall have the meaning as defined in BPA’s Tiered Rate Methodology, as amended.
- (l) “Rollover Amount” means an amount of a Program Participant’s budget remaining at the end of a given Rate Period that may carry forward to increase the amount of that Program Participant’s Available Implementation Budget for the following Rate Period.
- (m) “Self-Funded Energy Savings” means Energy Savings for which a Program Participant chooses to not seek payment from BPA.

### 3. IMPLEMENTATION BUDGET

- (a) **Determination of EEI**  
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall determine the EEI for the upcoming Rate Period.
- (b) **Notification of Bonners Ferry’s Initial Implementation Budget**  
By September 30, 2017, and no later than September 30 prior to the start of each Rate Period thereafter, BPA shall notify Bonners Ferry of its Initial Implementation Budget for the upcoming Rate Period.

Each Rate Period, BPA shall establish Bonners Ferry’s Initial Implementation Budget based on Bonners Ferry’s Tier One Cost Allocator.

For purposes of this Agreement, the term Tier One Cost Allocator has the meaning as defined in BPA's Tiered Rate Methodology, as may be revised.

(c) **Rollover Amount**

As applicable and in accordance with the terms and conditions in the Implementation Manual, BPA shall calculate Bonners Ferry's Rollover Amount and incorporate a Rollover Amount into Bonners Ferry's Available Implementation Budget for each Rate Period. By November 15, 2017, and no later than November 15 every two years thereafter, BPA shall notify Bonners Ferry of its applicable Rollover Amount for the remainder of the Rate Period.

(d) **Implementation Budget Transfers**

Bonners Ferry may request an increase or decrease to its Available Implementation Budget through an Implementation Budget Transfer in accordance with the Implementation Manual.

If BPA, or the Parties together, establish a new project or program that allows Implementation Budget Transfers to Bonners Ferry's Available Implementation Budget, then the terms and conditions of such project or program will be included in the Implementation Manual or as a new exhibit to this Agreement.

BPA shall provide notice to Bonners Ferry stating the changes to Bonners Ferry's Available Implementation Budget due to any Implementation Budget Transfers.

(e) **Notices and Notifications**

Notices sent under this section 3 shall be sent in accordance with Exhibit A, Notices and Contact Information.

In addition to the notices sent by BPA pursuant to sections 3(b), 3(c) and 3(d) above, Bonners Ferry may request notification of its Available Implementation Budget at any time during the term of this Agreement.

4. **THE IMPLEMENTATION MANUAL**

The Implementation Manual is incorporated by reference and is made a part of this Agreement. BPA may unilaterally modify the Implementation Manual within the general scope of this Agreement and in accordance with the process stated in the Implementation Manual. BPA will provide notice of all modifications to Bonners Ferry in accordance with the process stated in the Implementation Manual.

Bonners Ferry may implement Measures to produce Energy Savings consistent with the Implementation Manual. Unless otherwise agreed, BPA shall use the Implementation Manual in effect on the Measure completion date when conducting its reviews pursuant to section 5(c) below.

## 5. INVOICING PROCESS

### (a) **Documentation and Submittal of Invoice Packages**

Bonnors Ferry shall comply with the documentation requirements in the Implementation Manual.

Unless the Parties agree otherwise, Bonnors Ferry shall execute and maintain a BPA Customer Portal Access and Use Agreement in order to submit invoice packages to BPA.

Whether seeking Self-Funded Energy Savings or for BPA payment for Energy Savings, Bonnors Ferry shall submit its invoice packages, including any required reports and documentation, in accordance with the reporting requirements in the Implementation Manual. If there is a disagreement regarding the completeness or accuracy of any submitted documentation, reports, or invoices, as applicable, then BPA shall work with Bonnors Ferry to resolve such issues.

If BPA determines that any Program Participant's third-party contractor falsified information reported to BPA, then BPA shall have the right to prohibit all Program Participants from reporting Measures implemented with the assistance of that contractor. If such action is taken, then BPA will notify all Program Participants in accordance with Exhibit A.

### (b) **Performance Payments**

For purposes of this Agreement, Performance Payment shall have the meaning as defined in the Implementation Manual.

When BPA notifies Bonnors Ferry of its Initial Implementation Budget for the upcoming Rate Period pursuant to section 3(b) above, BPA shall also notify Bonnors Ferry of its Performance Payment classification category and rate for the upcoming Rate Period. BPA's Performance Payment classification categories, rates, caps, and certain terms and conditions of Bonnors Ferry's receipt of such, shall be as stated in the Implementation Manual.

If Bonnors Ferry is seeking BPA payment for Energy Savings, then BPA shall automatically apply a Performance Payment unless Bonnors Ferry requests otherwise. Instructions for Bonnors Ferry to reduce or opt out of Performance Payments, as applicable, will be included in the Implementation Manual. If Bonnors Ferry opts out of a Performance Payment for a given invoice package, then Bonnors Ferry may not claim Performance Payments for that invoice package at a later date.

BPA shall not apply Performance Payments for any invoice package or the portion of an invoice package that Bonnors Ferry submits for Self-Funded Energy Savings.

BPA will deduct any applicable Performance Payments from Bonners Ferry's Available Implementation Budget.

(c) **BPA Review of Invoice Packages, Creation of Invoice Reports, and Determination of Approved Invoice Payment Amounts**

After BPA receives an invoice package from Bonners Ferry, BPA shall conduct a timely review process to determine whether: (1) the Measures submitted conform to the requirements of the Implementation Manual and this Agreement, (2) Bonners Ferry has otherwise followed the terms and conditions of the Implementation Manual and this Agreement, (3) Bonners Ferry has adequate Available Implementation Budget, and (4) the form of the invoice is proper.

After BPA has conducted its review process above, which may include an oversight review pursuant to section 7 below, then BPA will determine whether it accepts the invoiced Energy Savings. BPA will not accept Measures that are not in compliance with the requirements of this Agreement. BPA shall create and provide to Bonners Ferry an itemized invoice report that states the accepted Energy Savings and the Approved Invoice Payment Amount.

In no event shall the Approved Invoice Payment Amount on an invoice report exceed Bonners Ferry's Available Implementation Budget.

**6. PAYMENT OF APPROVED INVOICE PAYMENT AMOUNTS**

BPA agrees to purchase and Bonners Ferry agrees to sell Energy Savings in accordance with this Agreement. BPA shall pay Bonners Ferry any Approved Invoice Payment Amounts, as determined under sections 5(b), 5(c) and 8 of this Agreement and in accordance with sections 10 and 13 of this Agreement. Such payment shall be due no later than 30 days after BPA accepts the invoiced Energy Savings and provides the itemized invoice report to Bonners Ferry pursuant to section 5(c) above. All payments to Bonners Ferry will be made electronically.

This contract is subject to the provisions of the Prompt Payment Act (31 U.S.C. 3901 *et seq.*) and regulations at 5 C.F.R. Part 1315. If interest penalty payments are determined due under the provisions of the Prompt Payment Act, payment shall be made at the rates determined by the U.S. Treasury under Section 611 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the day after the due date.

**7. OVERSIGHT REVIEW AND EVALUATION PROCESSES**

In accordance with the oversight review and evaluation processes in the Implementation Manual, BPA shall have the right to conduct: (1) oversight review including, but not limited to, site and record reviews, and (2) impact and process evaluations.

During the invoice package review process in section 5(c) above or otherwise, BPA may select at random any Program Participant invoice to conduct oversight review. If BPA selects an invoice submitted by Bonners Ferry to conduct oversight review,

then BPA shall notify Bonners Ferry of such selection and the Parties shall coordinate accordingly.

Oversight review and evaluation processes will be conducted at BPA's discretion.

**8. NETTING OF AMOUNTS OWED**

BPA will net amounts owed under this Agreement by Bonners Ferry to BPA against any equal or greater amount owed under a pending Approved Invoice Payment Amount by BPA to Bonners Ferry. However, if there is no pending Approved Invoice Payment Amount of equal or greater value, then BPA shall send Bonners Ferry a bill for the amount owed to BPA.

**9. INFORMATION EXCHANGE, PRIVACY ACT COMPLIANCE, AND FOIA**

Upon request and as allowed by law, the Parties shall provide each other with any information that is reasonable and necessary to verify the achievement of Energy Savings and otherwise administer and implement this Agreement. The Parties shall make best efforts to provide such requested information in a timely manner.

BPA represents that personally identifiable information (PII), including end-user information provided to BPA under this Agreement, is protected by federal law and BPA policy. This protection includes compliance with the requirements of the Privacy Act of 1974 (5 U.S.C. §552a) and DOE Order 206.1.

If BPA subsequently enters into a contract with a third party under which end-user PII provided to BPA by Bonners Ferry will be provided to the third party, then BPA shall include terms contractually obligating such third parties to protect such end-user PII and to only use such PII for purposes of administering and implementing that contract.

BPA may release information provided by Bonners Ferry when required by the Freedom of Information Act (5 U.S.C. § 552) (FOIA), court order, or federal law. Proprietary information of Bonners Ferry, as designated in writing by Bonners Ferry, will only be shared within BPA with individuals who need the information to fulfill a job function.

**10. GOVERNING LAW, LIABILITY, AND DISPUTE RESOLUTION**

This Agreement shall be interpreted consistent with and governed by federal law. Bonners Ferry and BPA shall identify issue(s) in dispute arising out of this Agreement and make a good faith effort to negotiate a resolution of such disputes before either may initiate litigation or arbitration. Such good faith effort shall include discussions or negotiations between the Parties' executives or managers.

BPA and Bonners Ferry assert that neither is the agent or principal for the other; nor are they partners or joint venturers, and BPA and Bonners Ferry agree that they shall not represent to any other party that they act in the capacity of agent or principal for the other.

In no event will either BPA or Bonners Ferry be liable to each other for any special, punitive, exemplary, consequential, incidental or indirect losses/damages from any

failure of performance howsoever caused, whether or not arising from a party's sole, joint or concurrent negligence.

The reference to specific products or manufacturers does not represent a BPA endorsement or warranty, and BPA is not liable for any damages that may result from the installation or use of such products.

Pending resolution of a contract dispute or contract issue between the Parties or through formal dispute resolution of a contract dispute arising out of this Agreement, the Parties shall continue performance under this Agreement unless to do so would be impossible or impracticable. Unless the Parties engage in binding arbitration as provided for in this section, the Parties reserve their rights to individually seek judicial resolution of any dispute arising under this Agreement.

(a) **Judicial Resolution**

Final actions subject to section 9(e) of the Northwest Power Act are not subject to arbitration under this Agreement and shall remain within the exclusive jurisdiction of the United States Court of Appeals for the Ninth Circuit. Such final actions include, but are not limited to, the establishment and the implementation of rates and rate methodologies. Any dispute regarding any rights or obligations of Bonners Ferry or BPA under any rate or rate methodology, or BPA policy, including the implementation of such policy, shall not be subject to arbitration under this Agreement. For purposes of this section, BPA policy means any written document adopted by BPA as a final action in a decision record or record of decision that establishes a policy of general application or makes a determination under an applicable statute or regulation. If BPA determines that a dispute is excluded from arbitration under this section, then Bonners Ferry may apply to the federal court having jurisdiction for an order determining whether such dispute is subject to nonbinding arbitration under this section.

(b) **Arbitration**

Any contract dispute or contract issue between the Parties arising out of this Agreement, which is not excluded by section 10(a) above, shall be subject to arbitration, as set forth below.

- (1) Bonners Ferry may request that BPA engage in binding arbitration to resolve any dispute. If Bonners Ferry requests such binding arbitration and BPA determines in its sole discretion that binding arbitration of the dispute is appropriate under BPA's Binding Arbitration Policy or its successor, then BPA shall engage in such binding arbitration, provided that the remaining requirements of this section 10 are met. BPA may request that Bonners Ferry engage in binding arbitration to resolve any dispute. In response to BPA's request, Bonners Ferry may agree to binding arbitration of such dispute, provided that the remaining requirements of this section 10 are met. Before initiating binding arbitration, the Parties shall draft and sign an agreement to engage in binding arbitration, which shall set forth the precise issue in dispute, the amount in controversy and

the maximum monetary award allowed, pursuant to BPA's Binding Arbitration Policy or its successor.

- (2) Nonbinding arbitration shall be used to resolve any dispute arising out of this contract that is not excluded by section 10(a) above and is not resolved via binding arbitration, unless Bonners Ferry notifies BPA that it does not wish to proceed with non-binding arbitration.

(c) **Arbitration Procedure**

Any arbitration shall take place in Portland, Oregon, unless the Parties agree otherwise. The Parties agree that a fundamental purpose for arbitration is the expedient resolution of disputes; therefore, the Parties shall make best efforts to resolve an arbitrable dispute within one year of initiating arbitration. The rules for arbitration shall be agreed to by the Parties.

(d) **Arbitration Remedies**

The payment of monies shall be the exclusive remedy available in any arbitration proceeding pursuant to this section. This shall not be interpreted to preclude the Parties from agreeing to limit the object of arbitration to the determination of facts. Under no circumstances shall specific performance be an available remedy against BPA.

(e) **Finality**

- (1) In binding arbitration, the arbitration award shall be final and binding on the Parties, except that either Party may seek judicial review based upon any of the grounds referred to in the Federal Arbitration Act, 9 U.S.C. §1-16 (1988). Judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof.
- (2) In non-binding arbitration, the arbitration award is not binding on the Parties. Each Party shall notify the other Party within 30 calendar days, or such other time as the Parties otherwise agreed to, whether it accepts or rejects the arbitration award. Subsequent to nonbinding arbitration, if either Party rejects the arbitration award, either Party may seek judicial resolution of the dispute, provided that such suit is brought no later than 395 calendar days after the date the arbitration award was issued.

(f) **Arbitration Costs**

Each Party shall be responsible for its own costs of arbitration, including legal fees. Unless otherwise agreed to by the Parties, the arbitrator(s) may apportion all other costs of arbitration between the Parties in such manner as the arbitrator(s) deem reasonable taking into account the circumstances of the case, the conduct of the Parties during the proceeding, and the result of the arbitration.

## 11. UNCONTROLLABLE FORCES

The Parties shall not be in breach of their respective obligations to the extent the failure to fulfill any obligation is due to an Uncontrollable Force. "Uncontrollable Force" means an event beyond the reasonable control of, and without the fault or negligence of, the Party claiming the Uncontrollable Force, that prevents that Party from performing its contractual obligations under this Agreement and which, by exercise of that Party's reasonable care, diligence and foresight, such Party was unable to avoid. Uncontrollable Forces include, but are not limited to:

- (a) strikes or work stoppage;
- (b) floods, earthquakes, or other natural disasters; terrorist acts; and
- (c) final orders or injunctions issued by a court or regulatory body having competent subject matter jurisdiction which the Party claiming the Uncontrollable Force, after diligent efforts, was unable to have stayed, suspended, or set aside pending review by a court of competent subject matter jurisdiction.

Neither the unavailability of funds or financing, nor conditions of national or local economies or markets shall be considered an Uncontrollable Force. The economic hardship of either Party shall not constitute an Uncontrollable Force. Nothing contained in this provision shall be construed to require either Party to settle any strike or labor dispute in which it may be involved.

If an Uncontrollable Force prevents a Party from performing any of its obligations under this Agreement, such Party shall: (1) immediately notify the other Party of such Uncontrollable Force by any means practicable and confirm such notice in writing as soon as reasonably practicable; (2) use its best efforts to mitigate the effects of such Uncontrollable Force, remedy its inability to perform, and resume full performance of its obligation hereunder as soon as reasonably practicable; (3) keep the other Party apprised of such efforts on an ongoing basis; and (4) provide written notice of the resumption of performance. Written notices sent under this section must comply with Exhibit A, Notices and Contact Information.

## 12. STANDARD PROVISIONS

### (a) **Amendments**

Except where this Agreement explicitly allows one Party to unilaterally amend a provision or revise an exhibit, no amendment or exhibit revision to this Agreement shall be of any force or effect unless set forth in a written instrument signed by an authorized representative of each Party.

### (b) **Interpretations**

BPA may issue interpretations, determinations, and findings related to this Agreement that are binding on the Parties. Such decisions shall be provided to Bonners Ferry in writing. In administering this Agreement, only the written statements of BPA officials acting within the scope of their authority shall be considered to be official BPA statements.



- (c) **Assignment**

This Agreement is binding on any successors and assigns of the Parties. BPA may assign this Agreement to another federal agency to which BPA's statutory duties have been transferred. Neither Party may otherwise transfer or assign this Agreement, in whole or in part, without the other Party's written consent. Such consent shall not be unreasonably withheld. BPA shall consider any request for assignment, consistent with applicable BPA statutes.
- (d) **Entire Agreement**

This Agreement, including documents expressly incorporated by reference, constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Agreement.
- (e) **Order of Precedence**

In the event of conflict, the body of this Agreement shall prevail over the exhibits of this Agreement. If the terms and conditions of the Implementation Manual conflict with the terms and conditions of this Agreement, the terms and conditions of this Agreement will take precedence.
- (f) **No Third Party Beneficiaries**

This Agreement is made and entered into for the sole benefit of the Parties, and the Parties intend that no other person or entity shall be a direct or indirect beneficiary of this Agreement.
- (g) **Severability**

If any term of this Agreement is found to be invalid by a court of competent jurisdiction, then such term shall remain in force to the maximum extent permitted by law. All other terms shall remain in force unless that term is determined not to be severable from all other provisions of this Agreement by such court.
- (h) **Waivers**

No waiver of any provision or breach of this Agreement shall be effective unless such waiver is in writing and signed by the waiving Party, and any such waiver shall not be deemed a waiver of any other provision of this Agreement or any other breach of this Agreement.

### 13. **TERMINATION**

All notices sent under this section 13 shall be sent in accordance with Exhibit A, Notices and Contact Information.

- (a) **Customer's Right to Terminate**

If Bonners Ferry has no Measures in the process of being implemented and all outstanding invoice packages have been submitted to BPA, then Bonners Ferry may terminate this Agreement upon thirty days' prior written notice to

BPA. However, if Bonners Ferry does have Measures in the process of being implemented, then Bonners Ferry must submit any associated invoice packages prior to submitting a notice of termination. Any such termination will take effect upon BPA's payment of the final Approved Invoice Payment Amount. Bonners Ferry may not submit invoices for implemented Measures after Bonners Ferry has submitted a notice of termination.

If BPA has made any progress payments to Bonners Ferry pursuant to the Implementation Manual and the relevant Measure(s) are yet to be fully implemented, or if Bonners Ferry otherwise owes money to BPA under this Agreement, and Bonners Ferry provides BPA written notice to terminate this Agreement, then the Parties shall work together to develop a mutually agreeable completion and repayment schedule. Bonners Ferry will be required to have Measures under this Agreement completed by September 30 of the Rate Period in which the termination notice is provided to BPA. Termination of this Agreement will not be effective prior to BPA being reimbursed amounts owed or until BPA determines sufficient Measure completion.

(b) **BPA's Right to Terminate**

BPA may terminate this Agreement upon thirty days' prior written notice to Bonners Ferry if BPA determines that Bonners Ferry:

- (1) has failed to comply with the record-keeping requirements included in the Implementation Manual;
- (2) has failed to use any portion of the Implementation Budget in a manner consistent with this Agreement;
- (3) has posed a significant environmental, health or safety threat;
- (4) has reported falsified information to BPA; or
- (5) has made any other material breach of this Agreement.

Any notice of termination sent by BPA shall include an effective date of such termination.

If BPA terminates this Agreement, then Bonners Ferry's Available Implementation Budget will be zero as of the date of termination. Bonners Ferry will not be allowed a completion period for any Measures Bonners Ferry has in progress beyond the termination date. Further, Bonners Ferry shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Bonners Ferry for Measures for which Bonners Ferry had not yet submitted an invoice.

Termination by BPA under this section 13(b) is without prejudice to any other remedies available to BPA under law.

(c) **Termination Upon Termination of Power Sales Agreement**

If Bonners Ferry's Power Sales Agreement Contract No. 09PB-13010 is terminated, then this Agreement shall terminate on the same date. If such actions occur, Bonners Ferry's Available Implementation Budget will be zero as of the date of termination. Bonners Ferry will not be allowed a completion period for any Measures Bonners Ferry has in progress beyond the termination date. Further, Bonners Ferry shall have 30 days after the termination date to provide a refund to BPA of any progress payments BPA made to Bonners Ferry for Measures for which Bonners Ferry had not yet submitted an invoice. BPA shall also determine if Bonners Ferry is required to provide a refund to BPA, in addition to any refund of progress payments.

**14. SIGNATURES**

This Agreement may be executed in several counterparts, all of which taken together will constitute one single agreement, and the Agreement may be executed and delivered electronically. The parties have executed this Agreement as of the last date indicated below.

CITY OF BONNERS FERRY

UNITED STATES OF AMERICA  
Department of Energy  
Bonneville Power Administration

By \_\_\_\_\_

By \_\_\_\_\_

Title Mayor

Title Energy Efficiency Representative

If opting out of the electronic signature:

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

Name: \_\_\_\_\_  
*(Print/Type)*

Title: \_\_\_\_\_

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

**Exhibit A**  
**NOTICES AND CONTACT INFORMATION**

**1. NOTICES AND CONTACT INFORMATION**

**(a) Notices**

Any notice required under this Agreement that requires such notice to be provided under the terms of this section shall be provided in writing to the other Party in one of the following ways:

- (1) delivered in person;
- (2) by a nationally recognized delivery service with proof of receipt;
- (3) by United States Certified Mail with return receipt requested;
- (4) electronically, if both Parties have the means to verify the electronic notice's origin, date, time of transmittal and receipt; or
- (5) by another method agreed to by the Parties.

Notices are effective when received. Either Party may change the name or address for delivery of notice by providing notice of such change consistent with this section. Parties shall deliver notices to the following person and address:

**(b) Contact Information**

If to Bonners Ferry:

City of Bonners Ferry  
PO Box 149  
Bonners Ferry, ID 83805  
Attn: David Sims  
Mayor  
Phone: 208-267-3105  
E-Mail: dsims@bonnersferry.id.gov

If to BPA:

Bonneville Power Administration  
PO Box 789  
Mead, WA 99021  
Attn: Charlie Weber-PEK-Mead-GOB  
Contracting Officer's Technical Rep  
Phone: 509-822-4588  
E-Mail: jcweber@bpa.gov

**2. REVISIONS**

When a Party to this Agreement requests a change to their contact information included in section 1(b) of this exhibit, then the requesting Party must send notice of such requested change to the other Party. BPA may unilaterally revise this exhibit to implement such requested changes to section 1(b). All other revisions to this exhibit shall be by mutual agreement of all the Parties.

The City of Bonners Ferry will hold an election on November 7, 2017 for the purpose of electing three council positions. Two of the council positions will be four year terms and one council position will be a two year term.

The candidate filing period opens at 8:00 a.m. on August 28, 2017 and closes at 5:00 p.m. on September 8, 2017. Declaration of Candidacy forms are available at the Clerk's Office in City Hall, 7232 Main Street, Bonners Ferry, Idaho.

Candidates for city elected office are required to file a Declaration of Candidacy specifying the office sought and affirming that the individual is a qualified city elector, meaning: at least 18 years of age, a U.S. citizen, the candidate's primary residence must be within the city, the address of the candidate's voter registration must match the residence address provided on the candidate's declaration, and the candidate must have resided in the city for at least 30 days prior to submitting their declaration. The Declaration of Candidacy must be accompanied by **one** of the following: (1) a nonrefundable filing fee of \$40 or (2) a Petition of Candidacy signed by at least five qualified city electors with the signatures verified by the County Clerk's Office.

If you have any questions, please call 208-267-3105.