

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

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 September 5, 2017 6:30 p.m.

PLEDGE OF ALLEGIANCE

GUESTS

Michael Normandu – Bonneville Power Administration

PUBLIC HEARING

Fee Increase Hearing – Water and Sewer Rates

Decision on Fee Increase Hearing

Fiscal Year 2018 Budget Hearing

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 15, 2017 Council Meeting Minutes

OLD BUSINESS

5. City – Third Reading of Taxicab/Limousine Ordinance (attachment)
6. City – Adopt Taxicab/Limousine Ordinance #568

NEW BUSINESS

7. City – Adopt Fee Increase Resolution #2017-09-01 (attachment)
8. City – First Reading by Title Only of Fiscal Year 2018 Appropriation Ordinance (attachment)
9. City – Suspend the Reading Rules and Adopt Fiscal Year 2018 Appropriation Ordinance #569
10. P&Z – Second Reading of Ordinance Amending Bonners Ferry City Code Title Twelve, Chapter One, Concerning Violations and Remedies for Land Divisions (attachment)
11. City – Approve the Catering Permit Kootenai River Inn for the NRA Annual Fundraiser Sept. 16, 2017 (attachment)
12. City – Approve Selection of JUB Engineers, Inc. for the Transportation Plan
13. City – Approve Contract with CH2M Hill for FERC License Amendment (attachment)
14. Sewer – Approve Scope of Work and Contract with JUB Engineers, Inc. for Sewer Bridge Main Design (attachment)
15. Elec. – Approve Riverside Inc. Quote for Unit 4 Repair (attachment)
16. City – Discuss Swimming Pool Block Grant
17. City – Authorize the Mayor to Sign Contract with PAC for the Swimming Pool Block Grant (attachment)
18. City – Discuss & Approve City Comment on County Conditional Use Permit in the Area of City Impact (attachment)
19. Police – Approve an extension for Willie Cowell's Vacation and Personal Leave

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

20. Electric/Water/Sewer – Profit Loss Reports

21. Pool – Block Grant Hearing on September 12, 2017 at 6:00 p.m. (attachment)

22. City – Letter from Dave Kramer Regarding Dean Satchwell Memorial (attachment)

Notice
Fee Increase Hearing

The City of Bonners Ferry will meet on September 5, 2017 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new/increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

Sewer Proposed Rate Increase is 15%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	\$24.84/EDU	\$28.05/EDU	\$31.26/EDU	\$34.47/EDU	\$37.68/EDU

The reasons for the proposed sewer rate increases are to cover the costs of operating the system, capital improvement costs, build up a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Water Residential Class Proposed Rate Increase is 5%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	44.26	46.27	48.80	51.24	53.80
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

Water Commercial Class Proposed Rate Increase is 6%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	44.68	47.36	50.20	53.21	56.40
1"	44.68	47.36	50.20	53.21	56.40
1.5"	108.37	114.87	121.76	129.07	136.81
2"	140.20	148.61	157.53	166.98	177.00
3"	181.26	192.14	203.67	215.89	228.84
4"	356.76	378.17	400.86	424.91	450.40
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf

Water Commercial Class Multi-dwelling Unit Proposed Rate Increase is 6%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	60.52	64.15	68.00	72.08	76.40
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf
Per Unit Charge	14.00	14.84	15.73	16.67	17.67

Bulk Water Rate will be \$100 for up to 35,000 gallons.

The reasons for the proposed water rate increases are to cover maintenance and operation costs of the system, capital improvement costs, build a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish: August 24, 2017
August 31, 2017

Fiscal Year 2018 Proposed Budget

City of Bonners Ferry

General Fund			
Expenses		Revenues	
General Government	256,545	General Tax Levy	610,955
Police Department & Police Grants	537,609	General Property Tax Replacement	16,589
Fire Department	203,376	General Fund Transfer	328,000
Animal Control	10,285	Franchise, Licenses & Permits	72,600
Street Department	438,788	State & Local Shared	487,701
Parks & Visitor Center	63,484	Golf Revenue	148,737
Dare/School Resource Officer	64,999	Fines & Forfeitures	50,000
Pool	51,676	DARE/SRO Funds	42,000
High Five Grant	248,000	Charges for Services	38,649
Golf	133,500	High Five Grant	248,000
Slough Grant	40,199	Other	24,001
Economic Development Coordinator Grant	63,108	Interest on Investments	77,815
Dike Maintenance	20,000		
Capital	75,000		
Expense Subtotal	2,206,569	Revenue Subtotal	2,145,047
Contingency	303,990	Fund Balance Carryover	365,512
Expense Total	2,510,559	Revenue Total	2,510,559
Electric Fund			
Expenses		Revenues	
Electric Fund Expenses	6,743,970	Electric Fund Revenues	4,638,120
Contingency	1,095,850	Cash Carryover	3,201,700
Total Expenses	7,839,820	Total Revenues	7,839,820
Water Fund			
Expenses		Revenues	
Water Fund Expenses	1,254,878	Water Fund Revenues	1,215,100
Contingency	317,522	Cash Carryover	357,300
Total Expenses	1,572,400	Total Revenues	1,572,400
Sewer Fund			
Expenses		Revenues	
Sewer Fund Expenses	1,201,693	Sewer Fund Revenues	1,196,610
Contingency	472,917	Cash Carryover	478,000
Total Expenses	1,674,610	Total Revenues	1,674,610
Garbage Fund			
Expenses		Revenue	
Garbage Fund Expenses	137,700	Garbage Fund Revenues	139,000
Contingency	13,300	Cash Carryover	12,000
Total Expenses	151,000	Total	151,000
Capital Project Fund			
Expenses		Revenue	
Capital Project Fund Expenses	0	Capital Project Fund Revenues	0
Contingency	0	Cash Carryover	0
Total Expenses	0	Total	0
			Total Budget
			13,748,389

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

RESOLUTION 2017-09-01

IT BE AND IS HEREBY resolved by the Mayor and City Council pursuant to Ordinance Number 477 of the City of Bonners Ferry that Schedule A attached hereto be and is adopted as the list of all charges for licenses, permits, fees, assessments, rates and charges by the City. Excepted from this schedule are such fees, charges and assessments as are established by contract or agreement for goods and/or services to be provided by the City which are not generally available to or in demand by the general public, franchise fees or fees charged in lieu of franchise fees, criminal and/or punitive fines, or penalties, taxes or assessments upon real property that are paid to and collected by the Boundary County Treasurer.

The City Clerk shall, at all times, keep a copy of this resolution and attached schedule posted in a conspicuous place in City Hall and make copies of said schedule available to members of the public upon request.

Dated this 5th day of September, 2017.

City of Bonners Ferry

David Sims, Mayor

Attest:

Kris Larson, City Clerk

Approved as to Form and Content

Andrakay Pluid, City Attorney

**City of Bonners Ferry Fee Schedule
September 5, 2017**

1-6-3A	Mayor Wages	\$600 per month	
1-6-3B	Council Wages	\$300 per month	
3-1-7	Business Permits	\$25 initial fee and \$10 annual renewal	
3-2A-4	Liquor by the Drink	\$375 per year	
3-2A-9	Liquor (transfer fee)	\$50	
3-2B-10	Beer & Wine Transfer Fee	\$50	
3-2B-5A	Beer (consumption off premises)	\$25 per year	
3-2B-5B	Beer (consumption on premises)	\$75 per year	
3-2B-5C	Beer (draught, bottles, or canned)	\$100 per year	
3-2C-5	Wine	\$100 per year	
3-3-2	Advertising and bill posting	\$25 per year	
3-4-5	Peddlers, solicitors, hawkers, itinerant merchants, transient vendors, or canvassers:		
	City resident	\$35 per year or \$10 per week	
	Out of town resident	\$45 per year or \$15 per week	
	Out of state resident	\$55 per year or \$20 per week	
3-5-2	Second hand stores, junk shops, and pawn brokers	Business License	
3-6-7	Taxicabs	Business License & Special License	
3-7-3	Entertainment Performance	Set by resolution	
		If no fee set by resolution then \$100	
4-2-6	Garbage Fees	Cleanup fee \$100	
5-3A-3	Animals – Impound Fees	Designated in Billing Policy	
		\$5 for act of impounding	
		\$15 per day for maintaining animal in pound	
5-3B-3	Dog License Fees	\$12 per year	
		Fees double for failure to renew by January 31st	
5-3B-6D	Dogs declared nuisance	\$20 impound fee plus \$50 first offense, \$100 second offense, third and subsequent offenses \$300 and court costs	
5-3C-3C	Dogs – no rabies shot	Fine up to \$50	
5-3C-4A	Dogs – impoundment	\$10 first impoundment plus \$15 per day	
5-3C-4B	Dogs – impoundment	\$30 fine second offense plus \$15 per day	
5-3C-4B	Dogs – impoundment	\$50 fine third offense plus \$15 per day	
5-3C-4C	Dogs – impoundment	\$120 fourth and subsequent offenses plus \$15 per day	

City of Bonners Ferry Fee Schedule
September 5, 2017

5-5-3	Firearm Shooting Facility Permit	\$25		
7-2-4	Fire Regulations (burning)	Permit required - no fee		
7-3-4	Explosives	\$500 fee plus either a \$5,000 bond or \$1,000 deposit		
7-4-2	Fireworks – Public Display	\$10		
8-1-1	Sidewalks	Building permit required		
8-3-2B	Excavations	\$250 deposit or \$1,000 bond plus City expended costs		
8-3-3A	Develop Street Access from Private Prop.	City expended costs		
10-1-2	Utility Deposits	Designated in Billing Policy		
10-2-3	Water Hookup Fees	\$2,929 per EDU plus City expended costs for any hook on to the water system that affects transmission, filtration, or distribution of the City system		
10-2-8	Water Rates	Designated in Billing Policy		
10-3-6B	Sewer Permit & Inspection Fee	Designated in Billing Policy		
10-3-10	Sewer Hookup Fees	\$864 per EDU plus City expended costs for any hook on to the sewer system		
10-3-10	Sewer User Rates	Designated in Billing Policy		
10-4-4	Sewer User Charges	Designated in Billing Policy		
10-5-24	Excavation Permit Required	see 8-3-2B and 8-3-3A		
11-4-2	Construction, alteration, repair	Building Fee Schedule		
	Copy Fees	\$.25 per page		
	Video Copying Fee	\$25		
	Swim Lesson Fees	\$30 city resident per session, \$40 outside city resident per session		
	Swim Pool Daily Rate	\$2 per day per person		
	Swim Pool Season Pass	\$10 city resident, \$20 non city resident, swim lesson participant - pass included with lesson fee		
	Swimming Pool Rental	\$50 for 1st hour and \$30 for additional hours		
	Fire Hall Rental:			
	Non Profit Organizations	\$0		
	Private Individuals	\$35		
	For Profit Businesses	\$100		
	Fire Inspection Fee - inside City limits	\$30		
	Skunk Trap Rental	\$10 rental fee plus deposit of \$40		
	Storage Fee	\$10 per day		
	Parade Permit Fee	\$35 for local organizations with more than 30 day notice		
		\$100 for local organizations with less than 30 day notice		
	Special Event Fee	\$35 for local organizations with more than 30 day notice		
		\$100 for local organizations with less than 30 day notice		
		\$100 for out of county organizations		

**City of Bonners Ferry Fee Schedule
September 5, 2017**

Golf Adult Season Pass	\$400		
Golf Husband and Wife Season Pass	\$700		
Golf Family Season Pass	\$700 for husband and wife plus \$50 per child or grandchild 17 years or younger or \$400 for adult golf pass plus \$50 per child or grandchild 17 years or younger		
Golf Monthly Season Pass (30 Days) - Individual	\$200		
Golf Monthly Season Pass (30 Days) - Couple	\$300		
Golf Junior Season Pass - all days	\$150		
Golf Junior Season Pass - week days	\$90		
Golf Green Fees - 9 holes	\$18		
Golf Green Fees Weekends & Holidays - 9 holes	\$20 (punch cards and season passes honored)		
Golf Green Fees - 18 holes	\$25		
Golf Green Fees Weekends & Holidays - 18 holes	\$27 (punch cards and season passes honored)		
Junior Golf Green Fees - 9 holes	\$10		
Junior Golf Green Fees - 18 holes	\$14		
Golf Adult Discount Card - 9 holes	\$162		
Golf Adult Discount Card - 18 holes	\$225		
Cart Trail Fee	\$5		
Cart Trail Season Pass	\$75		
Golf Cart Shed Rental - Building A & B	\$150		
Golf Cart Shed Rental - Building C	\$210		
Franchise Fees	5%		
Pole Use Fees	\$12 per pole		
Collection Fees	33% added to principal amount owed		
Customer Work Order Handling Fees	20% of inventory items or \$20.00 whichever is greater		
Plowing in Electric Lines	\$1 per foot		
Transformer Capacity Charge	\$500		
Non-sufficient Check Charge	\$15		
Visitor's Center Upstairs Rental:			
Non Profit Organizations	\$0		
Private Individuals	\$35		
For Profit Businesses	\$100		
Equipment Rates	Per Attached Schedule		
Equipment & Personnel Rates - Fire Department	Per Attached Schedule		

City of Bonners Ferry Fee Schedule
September 5, 2017

Planning & Zoning Fees:				
Planning & Zoning Issue Publication Costs	\$150 deposit subject to reconciliation of actual costs			
Land Use Applications				
Annexation	\$500 plus publication and noticing costs			
Comprehensive Plan Amendment (map or text)	\$500 plus publication, noticing, and mapping costs			
Special Use Permit	\$500 plus publication and noticing costs			
Modification to Special Use Permit	\$250 plus publication and noticing costs			
Zone Change	\$500 plus publication, noticing, and mapping costs			
Variance	\$500 plus publication and noticing costs			
Citizen Initiated Code Amendment	\$500 plus publication, noticing, and codifier costs			
Extension Request	\$150			
Drainage Plan – Commercial/Industrial	\$300 in addition to base fee			
Flood Plain				
Development Permit	\$50			
Floodplain Variance	\$500 plus publication and noticing costs			
Floodplain Appeal	\$250 plus publication and noticing costs			
Plan Review	Actual cost of professional service			
Subdivision/Platting				
Preliminary Plat Application	\$500 plus \$50 per lot plus publication and noticing costs			
Minor Plat Application	\$250 plus \$50 per lot plus publication and noticing costs			
Replat – Lot Line Adjustment	\$250 plus \$50 per lot			
Boundary Line Adjustment (review only)	\$50 per parcel			
Property Split Review	\$200			
Final Plat Review	\$150 plus actual cost of County Surveyor fee			
Final Plat Recheck	\$150 plus actual cost of County Surveyor fee			
Vacation of Right of Way Title 50	\$250 plus publication and noticing costs			
Surety Agreements	\$100			
Development Agreements	\$250 plus publication and noticing costs			
Extension Request	\$100 plus publication and noticing costs			
Planned Unit Development (PUD) – Agreements				
PUD Mixed use Commercial/Industrial	\$1500 plus publication and noticing costs			
PUD Residential only	\$500 plus publication and noticing costs			
Development Agreement	\$250			
Amendment to Development Agreement (no public hearing required)				
Amendment to Development Agreement (public hearing required)	\$100 plus actual cost of professional service			
	\$250 plus publication and noticing costs			

**City of Bonners Ferry Fee Schedule
September 5, 2017**

Other Miscellaneous									
Zoning Administration Appeal			\$100						
Zoning Interpretation			\$100						
Non-conforming determination at the request of the landowner			\$100						
CC&R Review			\$100						
Sterling Codifiers			Actual Cost						
The City reserves the right to bill any applicant on a time and materials basis should work on any of the above line items be delayed from processing due to the Applicant's making. Time can be billed once the base fee is expended.									

Electric Rates

Rates Effective 10-01-09

Large Industrial Rate Effective 12-01-09

	Revenue Class	Rate Schedule	Monthly Base Rate	KWH Charge	KVA Demand Charge
Residential	01	ER1PB	\$ 10.47	\$ 0.0600	\$ -
Residential	01	ER1PX	\$ 14.91	\$ 0.0600	\$ -
Interdepartmental	07	ES1PB	\$ 10.47	\$ 0.0575	
Interdepartmental	07	ES1PX	\$ 14.91	\$ 0.0575	
Interdepartmental	07	ES3PB	\$ 32.83	\$ 0.0575	
Interdepartmental	07	ES3PX	\$ 41.80	\$ 0.0575	
Interdept. w/Demand	07	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Pumping & Drainage	09	ES3PX	\$ 41.80	\$ 0.0575	
Pumping & Drainage	09	EC1PB	\$ 10.47	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC1PX	\$ 14.91	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PB	\$ 32.83	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PX	\$ 41.80	\$ 0.0485	\$ 6.00
Self Consumed	11	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Self Consumed	11	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Self Consumed	11	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Self Consumed	11	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Self Cons. w/ Demand	11	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Small Commercial	20	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Small Commercial	20	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Small Commercial	20	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Small Commercial	20	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Large Commercial	21	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Large Commercial	21	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Secondary Industrial	31	EC3PB	\$ 32.83	\$ 0.0440	\$ 5.15
Secondary Industrial	31	EC3PX	\$ 41.80	\$ 0.0440	\$ 5.15
Primary Industrial	31	EP3PB	\$ 32.83	\$ 0.0440	\$ 4.73
Primary Industrial	31	EP3PX	\$ 41.80	\$ 0.0440	\$ 4.73
Large Industrial	41	EL3PX	\$ 12,000.00	\$ 0.0260	\$ 4.37
Street Light	51	ESTREET	\$ 4.10		
Security Light	51	ESECURE	\$ 7.48		
Remote Read Device		EREMOTE	\$ 10.00		
No Meter Access		BELN	\$ 15.00		
Fiber Optics	21	FIBER	\$ 44.20		
B = inside customers					
X = outside customers					

Water Rates

09-05-17

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE IN CUBIC FEET</u>	<u>RATE</u>	<u>PER</u>
RESIDENTIAL (Minimum)	WOFF01	\$ 43.43	OFF @ CURB		N/A
Metered					
RESIDENTIAL <1" to 1"	WR101	\$ 51.24	0-1300	0.02059	Cubic Foot
RESIDENTIAL 1.5"	WR1.501	\$ 93.29	0-1300	0.02059	Cubic Foot
FIRE LINES	WFL		FIRE ONLY	\$ 12.58	Inch
CHECK METERS	WCH	\$ 53.21			
COMMERCIAL < 1"	WC1	\$ 53.21	0-200	0.02139	Cubic Foot
COMMERCIAL 1"	WC1	\$ 53.21	0-200	0.02139	Cubic Foot
COMMERCIAL 1.5	WC1.5	\$ 129.07	0-200	0.02139	Cubic Foot
COMMERCIAL 2"	WC2	\$ 166.98	0-200	0.02139	Cubic Foot
COMMERCIAL 3"	WC3	\$ 215.89	0-200	0.02139	Cubic Foot
COMMERCIAL 4"	WC4	\$ 424.91	0-200	0.02139	Cubic Foot
INDUSTRIAL < 1"	WI1	\$ 53.21	0-200	0.02139	Cubic Foot
INDUSTRIAL 1.5"	WI1.5	\$ 129.07	0-200	0.02139	Cubic Foot
INDUSTRIAL 2"	WI2	\$ 166.98	0-200	0.02139	Cubic Foot
INDUSTRIAL 3"	WI3	\$ 215.89	0-200	0.02139	Cubic Foot
UNUSED SERVICE	WOFF	\$ 43.43			N/A
NON-METERED <1"	WN1	\$ 85.87	UNLIMITED		N/A
NON-METERED 1"	WN 1	\$ 85.87	UNLIMITED		N/A

Commercial rate code plus \$75.08 plus
 MD for Multi-dwelling Units \$16.67 per unit 0-1800 0.02139 Cubic Foot

Bulk Water Rate \$100 0-35,000 gallons

X for outside city limits

- 01 Residential
- 07 Interdepartmental
- 09 Pumping & Drainage
- 11 Self Consumed
- 20 Small Commercial
- 21 Commercial
- 31 Industrial
- 51 Street Lighting

Sewer Rates

09-05-17

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	SR01	\$ 34.47	UNLIMITED		
Interdepartmental	SC07	\$ 33.67	UNLIMITED	\$ 33.67	EDU
Small Commerecial	SC20	\$ 33.67	UNLIMITED	\$ 33.67	EDU
Commerecial	SC21	\$ 33.67	UNLIMITED	\$ 33.67	EDU
Industrial	SI31	\$ 33.67	UNLIMITED	\$ 33.67	EDU

X for outside city limits

Garbage Rates Effective 12-01-14

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	GARBAGE01	\$ 12.00			
Commercial	N/A				

City of Bonners Ferry Equipment Charge Rates

Does not include operator

Equipment Description	Estimated Replacement Cost	Estimated Service Life in Hours	Estimated Hourly Operational Cost	*Hourly Charge Rate
Backhoe	\$ 80,000.00	3,000	\$ 12.50	\$ 32.50
Bucket Truck	\$ 109,800.00	2,800	\$ 12.50	\$ 41.91
Small Bucket Truck	\$ 90,000.00	2,800	\$ 12.50	\$ 36.61
Digger Derrick Truck	\$ 150,000.00	3,800	\$ 15.00	\$ 44.61
Ditch Witch	\$ 38,000.00	2,000	\$ 15.00	\$ 29.25
Dump Truck	\$ 100,000.00	3,000	\$ 17.50	\$ 42.50
Excavator	\$ 35,000.00	3,000	\$ 12.50	\$ 21.25
Flusher Vac Truck	\$ 323,307.00	3,500	\$ 20.00	\$ 89.28
Front End Loader	\$ 150,000.00	3,000	\$ 15.00	\$ 52.50
Grader	\$ 250,000.00	3,500	\$ 17.50	\$ 71.07
Pickup	\$ 35,000.00	2,000	\$ 7.50	\$ 20.63
Skid Steer	\$ 46,720.00	3,000	\$ 10.00	\$ 21.68
Sweeper	\$ 150,000.00	3,000	\$ 30.00	\$ 67.50
Water Truck	\$ 143,320.00	3,000	\$ 12.50	\$ 48.33

*Hourly charge rate equals replacement cost divided by hourly life, multiplied by 75% plus operational cost. Salvage value assumed at 25%.

Adopted by City Council 3-16-10

**City of Bonners Ferry Fire Department
Incident Equipment and Personnel Cost Sheet**

Equipment Cost Per Hour

Engine 1	\$ 150
Engine 2	\$ 150
Ladder 1	\$ 150
Brush 1	\$ 100
Brush 2	\$ 100
Water Tender - City	\$ 150
Water Tender - 1200 Gallon	\$ 175
Hazmat Trailer	\$ 150
Support 1	\$ 100
Rescue 1	\$ 175
Unit 51	\$ 50

Personnel Cost Per Hour

Fire Officer	\$ 15
Firefighter	\$ 15
Engineer	\$ 15
Hazmat Tech I & II	\$ 45
Wildland Firefighter	\$ 15

Adopted by Council 11-5-13

CITY OF BONNERS FERRY, IDAHO

TITLE: FEE SCHEDULE FOR BUILDING PERMITS AND ASSOCIATED SERVICES (the "Schedule").

WHEREAS, Ordinance No. 486 (the "Construction Code Ordinance") of the City of Bonners Ferry (the "City"), provides that the City shall adopt by resolution a Fee Schedule for Building Permits and Associated Services to contain, but not be limited to, fees for permits and associated services required by the Ordinance; and,

WHEREAS, the City believes it would be in the best interest of the citizens to review the Fee Schedule for Building Permits and Associated Services, but not be limited to, fees for permits and associated services required by the Construction Code Ordinance annually; and

NOW, THEREFORE, the following documents, attached and made a part hereof by this reference, are hereby adopted as fees by the City Council:

1. Section 107, "Fees," and Table 1-A out of the Uniform Building Code, 1997 Edition in conjunction with Building Valuation Data, established August 2010, as published by the International Code Council, shall be used in determining building permit fees. The Building Valuation Data shall be used in determining total valuation of the project for the application of the building permit fees.
2. The fee for a plan review on all building permits shall be sixty-five (65%) percent of the building permit fee and shall be charged in addition to the building permit fee.
3. In determining total valuation of a project for the application of a building permit, the valuation for decks shall be \$6.00 per square foot.
4. The fee to approve the placement of a mobile, modular and/or manufactured home shall be \$125.00.
5. The fee to approve the placement of a commercial coach shall be \$125.00.
6. The valuation of a project for the determination permit fees for a change of use and/or occupancy, remodel or signs shall be based upon the contractor's valuation of the project. The Building Official shall have final authority to modify the contractor's valuation to reflect the actual valuation of the proposed project.
7. Demolition permit fees shall be fifty dollars (\$50.00) per one thousand (1000) square feet or fraction thereof, up to a maximum of five hundred dollars (\$500.00).

The fees identified above shall become effective as of January 18, 2005.

Building Valuation Data – August 2010

The International Code Council is pleased to provide the following Building Valuation Data (BVD) for its members. The BVD will be updated at six-month intervals, with the next update in February 2011. ICC strongly recommends that all jurisdictions and other interested parties actively evaluate and assess the impact of this BVD table before utilizing it in their current code enforcement related activities.

The BVD table provides the “average” construction costs per square foot, which can be used in determining permit fees for a jurisdiction. Permit fee schedules are addressed in Section 109.2 of the 2009 *International Building Code* (IBC) whereas Section 109.3 addresses building permit valuations. The permit fees can be established by using the BVD table and a Permit Fee Multiplier, which is based on the total construction value within the jurisdiction for the past year. The Square Foot Construction Cost table presents factors that reflect relative value of one construction classification/occupancy group to another so that more expensive construction is assessed greater permit fees than less expensive construction.

ICC has developed this data to aid jurisdictions in determining permit fees. It is important to note that while this BVD table does determine an estimated value of a building (i.e., Gross Area x Square Foot Construction Cost), this data is only intended to assist jurisdictions in determining their permit fees. This data table is not intended to be used as an estimating guide because the data only reflects average costs and is not representative of specific construction.

This degree of precision is sufficient for the intended purpose, which is to help establish permit fees so as to fund code compliance activities. This BVD table provides jurisdictions with a simplified way to determine the estimated value of a building that does not rely on the permit applicant to determine the cost of construction. Therefore, the bidding process for a particular job and other associated factors do not affect the value of a building for determining the permit fee. Whether a specific project is bid at a cost above or below the computed value of construction does not affect the permit fee because the cost of related code enforcement activities is not directly affected by the bid process and results.

Building Valuation

The following building valuation data represents average valuations for most buildings. In conjunction with IBC Section 109.3, this data is offered as an aid for the building official to determine if the permit valuation is underestimated. Again it should be noted that, when using this data, these are “average” costs based on typical construction methods for each occupancy group and type of construction. The average costs include foundation work, structural and nonstructural building components, electrical, plumbing, mechanical and interior finish material. The data is a national average and

does not take into account any regional cost differences. As such, the use of Regional Cost Modifiers is subject to the authority having jurisdiction.

Permit Fee Multiplier

Determine the Permit Fee Multiplier:

1. Based on historical records, determine the total annual construction value which has occurred within the jurisdiction for the past year.
2. Determine the percentage (%) of the building department budget expected to be provided by building permit revenue.

$$\text{Permit Fee Multiplier} = \frac{\text{Bldg. Dept. Budget} \times (\%)}{\text{Total Annual Construction Value}}$$

Example

The building department operates on a \$300,000 budget, and it expects to cover 75 percent of that from building permit fees. The total annual construction value which occurred within the jurisdiction in the previous year is \$30,000,000.

$$\text{Permit Fee Multiplier} = \frac{\$300,000 \times 75\%}{\$30,000,000} = 0.0075$$

Permit Fee

The permit fee is determined using the building gross area, the Square Foot Construction Cost and the Permit Fee Multiplier.

$$\text{Permit Fee} = \text{Gross Area} \times \text{Square Foot Construction Cost} \times \text{Permit Fee Multiplier}$$

Example

Type of Construction: IIB
 Area: 1st story = 8,000 sq. ft.
 2nd story = 8,000 sq. ft.
 Height: 2 stories
 Permit Fee Multiplier = 0.0075
 Use Group: B

1. Gross area:
Business = 2 stories x 8,000 sq. ft. = 16,000 sq. ft.
2. Square Foot Construction Cost:
B/IIB = \$143.16/sq. ft.
3. Permit Fee:
Business = 16,000 sq. ft. x \$143.16/sq. ft x 0.0075 = \$17,179

Important Points

- The BVD is not intended to apply to alterations or repairs to existing buildings. Because the scope of alterations or repairs to an existing building varies so greatly, the Square Foot Construction Costs table does not reflect accurate values for that purpose. However, the Square Foot Construction Costs table can be used to determine the cost of an addition that is basically a stand-alone building which happens to be attached to an existing building. In the case of such additions, the only alterations to the existing building would involve the attachment of the addition to the existing building and the openings between the addition and the existing building.
- For purposes of establishing the Permit Fee Multiplier, the estimated total annual construction value for a given time period (1 year) is the sum of each building's value (Gross Area x Square Foot Construction Cost) for that time period (e.g., 1 year).
- The Square Foot Construction Cost does not include the price of the land on which the building is built. The Square Foot Construction Cost takes into account everything from foundation work to the roof structure and coverings but does not include the price of the land. The cost of the land does not affect the cost of related code enforcement activities and is not included in the Square Foot Construction Cost.

Square Foot Construction Costs ^{a, b, c, d}

Group (2009 International Building Code)	IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
1-1 Assembly, theaters, with stage	209.03	201.94	196.75	188.15	176.47	171.57	181.48	161.35	154.50
1-1 Assembly, theaters, without stage	191.23	184.13	178.94	170.34	158.71	153.81	163.67	143.59	136.74
1-2 Assembly, nightclubs	160.09	155.52	151.22	145.17	136.30	132.65	139.79	123.65	119.04
1-2 Assembly, restaurants, bars, banquet halls	159.09	154.52	149.22	144.17	134.30	131.65	138.79	121.65	118.04
1-3 Assembly, churches	193.14	186.04	180.85	172.26	160.58	155.68	165.58	145.46	138.61
1-3 Assembly, general, community halls, libraries, museums	162.16	155.07	148.87	141.28	128.60	124.70	134.60	113.47	107.62
1-4 Assembly, arenas	190.23	183.13	176.94	169.34	156.71	152.81	162.67	141.59	135.74
2 Business	161.58	155.71	150.53	143.16	129.88	125.17	137.22	114.17	108.80
3 Educational	175.15	169.10	163.94	156.43	144.88	137.56	151.05	126.61	121.84
4-1 Factory and industrial, moderate hazard	96.91	92.37	86.79	83.63	74.69	71.55	80.00	61.55	57.91
4-2 Factory and industrial, low hazard	95.91	91.37	86.79	82.63	74.69	70.55	79.00	61.55	56.91
5-1 High Hazard, explosives	90.85	86.31	81.73	77.57	69.81	65.67	73.94	56.67	N.P.
5-234 High Hazard	90.85	86.31	81.73	77.57	69.81	65.67	73.94	56.67	52.03
5-5 HPM	161.58	155.71	150.53	143.16	129.88	125.17	137.22	114.17	108.80
6-1 Institutional, supervised environment	162.37	156.65	152.01	145.43	133.42	129.91	141.65	119.85	115.15
6-2 Institutional, hospitals	271.73	265.86	260.68	253.31	239.20	N.P.	247.37	223.49	N.P.
6-2 Institutional, nursing homes	189.29	183.43	178.25	170.87	157.89	N.P.	164.93	142.19	N.P.
6-3 Institutional, restrained	184.09	178.22	173.04	165.67	153.62	147.91	159.73	137.92	130.54
6-4 Institutional, day care facilities	162.37	156.65	152.01	145.43	133.42	129.91	141.65	119.85	115.15
7 Mercantile	119.23	114.67	109.36	104.31	95.08	92.44	98.94	82.44	78.82
8-1 Residential, hotels	163.76	158.05	153.40	146.82	134.98	131.47	143.21	121.40	116.71
8-2 Residential, multiple family	137.01	131.30	126.66	120.08	108.90	105.39	117.13	95.33	90.63
8-3 Residential, one- and two-family	128.70	125.13	122.06	118.84	114.47	111.50	116.87	107.27	100.95
8-4 Residential, care/assisted living facilities	162.37	156.65	152.01	145.43	133.42	129.91	141.65	119.85	115.15
9-1 Storage, moderate hazard	89.85	85.31	79.73	76.57	67.81	64.67	72.94	54.67	51.03
9-2 Storage, low hazard	88.85	84.31	79.73	75.57	67.81	63.67	71.94	54.67	50.03
10 Utility, miscellaneous	70.31	66.34	62.07	58.69	52.32	48.93	55.76	40.58	38.66

- Private Garages use Utility, miscellaneous
- Unfinished basements (all use group) = \$15.00 per sq. ft.
- For shell only buildings deduct 20 percent
- N.P. = not permitted

SECTION 107 - FEES

107.1 General. Fees shall be assessed in accordance with the provisions of this section or shall be as set forth in the fee schedule adopted by the jurisdiction.

107.2 Permit Fees. The fee for each permit shall be as set forth in Table I-A.

The determination of value or valuation under any of the provisions of this code shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment.

107.3 Plan Review Fees. When submittal documents are required by Section 106.3.2, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table I-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section 107.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 106.3.4.2, an additional plan review fee shall be charged at the rate shown in Table I-A.

107.4 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to re-new action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

107.5 Investigation Fees: Work without a Permit.

107.5.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

107.5.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Table I-A. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

107.6 Fee Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

EXTRACTED FROM 1997 UNIFORM BUILDING CODE

TABLE NO. 1-A – BUILDING PERMIT FEES

This is a “valuation” based permit schedule

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.00
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours	\$47.00 per hour *
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour *
3. Inspections for which no fee is specifically indicated	\$47.00 per hour *
(minimum charge – one-half hour)	
4. Additional plan review required by changes, additions or revisions to plans	\$47.00 per hour *
5. For use of outside consultants for plan checking and inspections, or both	Actual costs **

* Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

** Actual costs include administrative and overhead costs.

Ordinance #569

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR, BEGINNING OCTOBER 1, 2017, APPROPRIATING THE SUM OF \$13,748,389 TO DEFRAY THE EXPENSES AND LIABILITIES OF THE CITY OF BONNERS FERRY, FOR SAID FISCAL YEAR, AUTHORIZING A LEVY OF SUFFICIENT TAX UPON THE TAXABLE PROPERTY AND SPECIFYING THE OBJECTS AND PURPOSES FOR WHICH SUCH APPROPRIATIONS ARE MADE.

BE IT ORDAINED by the Mayor and City Council of the City of Bonners Ferry, Boundary County, Idaho

Section 1. That the sum of \$13,748,389 be and the same is hereby appropriated to defray the necessary expenses and liabilities of the City of Bonners Ferry, Boundary County, Idaho, for the fiscal year beginning October 1, 2017.

Section 2. That the objects and purposes for such appropriations are made as follows:

Proposed General Government Fund Expenditures

General Government	\$256,545	
Police Department & Police Grants	537,609	
Animal Control	10,285	
Fire Department	203,376	
Parks Department & Visitor Center	63,484	
Swimming Pool	51,676	
Golf Course	133,500	
Street Department	438,788	
South Hill Slough Grant	40,199	
D.A.R.E./School Resource Officer	64,999	
Economic Development Coordinator Grant	63,108	
High Five Grant	248,000	
Dike Maintenance	20,000	
Capital	75,000	
Inter-Department Contingency	303,990	
Total General Fund Expenditures		\$2,510,559

Proposed Enterprise Fund Expenditures

Electric Fund	7,839,820	
Water Fund	1,572,400	
Sewer Fund	1,674,610	
Garbage Fund	151,000	
Total Enterprise Expenditures		<u>11,237,830</u>

Total Expense Budget Fiscal Year 2018 \$ 13,748,389

Section 3. That the general levy of \$610.955 on all taxable property within the City of Bonners Ferry be levied in an amount allowed by law for general purposes for said City, for the fiscal year beginning October 1, 2017.

Section 4. All ordinances and parts of ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall take effect and be in full force on October 1, 2017, after its passage, approval and publication in the Bonners Ferry Herald, a newspaper of general circulation in the City of Bonners Ferry, and the official newspaper thereof.

PASSED under suspension of the rules upon which a roll call vote was taken and duly enacted an ordinance of the City of Bonners Ferry at a convened meeting of the Bonners Ferry City Council held on September 5, 2017.

APPROVED by the Mayor the 5th day of September, 2017.

ATTEST:

David Sims, Mayor

Kris Larson, City Clerk

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

CITY OF BONNERS FERRY
CATERING PERMIT APPLICATION

Owners Name: KOOTENAI TRIBE of IDAHO

Business Name: KOOTENAI RIVER INN CASINO + SPA

Business Address: 7169 PLAZA ST, BONNERS FERRY, ID 83805

State Beverage License Number: 3977

I hereby request a catering permit for the following dates: SAT. SEPT. 16, 2017

from the hours of 3:00 a.m. p.m. to 11:00 a.m. at the


following location: BOUNDARY COUNTY FAIRGROUNDS

Catering will be done for the following group or organization sponsoring the

event: NRA ANNUAL EVENT

Type of Event: NATIONAL Rifle Association ANNUAL FUNDRAISER

Wine: Beer: Hard Liquor:


Signature of the Licensee

Date

8/30/17

TOM TURPIN, GENERAL MANAGER
Printed Name

Address: 7169 PLAZA ST. BF, ID

Phone: 208-267-8511

Date Submitted to City Council 8/30/17

A non-refundable fee of \$20 per day is required with the application

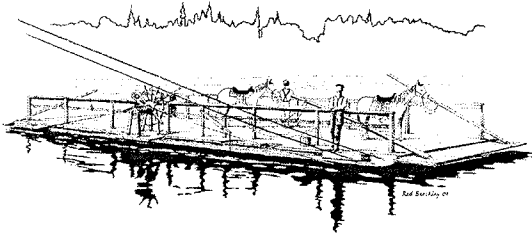
Please make check payable to: City of Bonners Ferry
P. O. Box 149
Bonners Ferry, ID 83805

RECEIVED

AUG 30 2017

CITY OF BONNERS FERRY

Pd
chk# 21589
2017 8/30/17
3:11pm



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 1, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric Department - Contract with CH2M Hill**

CH2M Hill has put together a scope of work, proposed fees, and contract to assist the City with FERC license limitations with respect to silt removal behind the dam. The work that CH2M is proposing will help the City propose to the FERC alternate methods of silt removal that will work.

The silt levels behind the dam are excessive will continue to cause operational problems for us until they are reduced. With this memo, I am requesting that the Council approve the scope of work, the fees of \$8,822, and authorize the Mayor to sign the contract.

Please call me with any questions about the proposed work.

Thank you,

Mike



CH2M
322 East Front Street
Suite 200
Boise, ID 83702
O +1 208 345 5310
F +1 208 345 5315
www.ch2m.com

August 23, 2017

Mr. Mike Klaus
City of Bonners Ferry
7232 Main Street
P.O. Box 149
Bonners Ferry, ID 83805

Subject: Scope and Budget for Moyie Hydroelectric Project License Support

Dear Mike:

CH2M HILL Engineers, Inc. (CH2M) is pleased to provide this proposal to assist Bonners Ferry (City) with FERC license support services. The purpose of this correspondence is to provide a scope of work and budget estimate to develop a plan for modification of the current operating license at Moyie Hydroelectric Project, P-1991, to support an alternate approach to sediment removal.

The scope of work delineated and proposed in this letter represents a process for engaging the FERC in determining the most efficient option for modifying the license to allow for sediment removal by means other than the currently approved dredging. Once the preferred approach has been identified, along with the steps required to implement it, a second phase of work will be proposed to implement the modification if the City chooses to do so.

Project Understanding

The current license for the Moyie project allows for sediment removal behind the dam by means of dredging, with dredged material placed in upstream sediment ponds that allow for natural dewatering. The quantity of submerged woody debris in the sediment makes dredging difficult to impossible. During a high flow event sediment reached the level of the penstock intake, causing sediment to become entrained in the penstock, shutting down operations until it could be cleared. An emergency removal of silt was authorized by IDEQ as a one-time fix. Sediment levels are again building up, covering the flushing valve near the base of the dam. During the emergency removal, a clamshell was used to remove the silt, which proved effective without impacting turbidity limits.

Scope

CH2M will develop a project workflow for preparing both a non-capacity related amendment to the current license and a temporary exception to allow for an alternate approach to sediment removal. The FERC's Department of Hydro Administration and Compliance (DHAC) will be consulted on the approach to ensure clear understanding of the steps required in each approach and the required stakeholder coordination.

CH2M will prepare a Technical Memorandum showing the workflows, timelines, and pros/cons of each approach. An option to pursue both a temporary exception to allow action this spring and an amendment to formalize the approach for the balance of the license term will also be explored and presented in the TM.

Assumptions

The scope of work includes the following assumptions:

- The City will provide CH2M with a copy of License P-1991.
- No site visit will be required for this initial scope of work.
- The City will give permission to CH2M to speak to FERC on their behalf about the license and approach to alternatives.
- The final technical memorandum will be delivered electronically without in person presentation at the City.
- If the City decides to pursue one of the options the work will be scoped and priced as a modification to this initial scope of work.

Budget and Staff

The estimated cost for this task is. This is a **time and materials** budget based on the rates and estimated level of effort in Table 1 and the attached short form contract for consulting services. Boise City will only be charged for the time and materials expended. Should be required during the course of the project, the City will be notified of the circumstances and asked for approval to proceed prior to exceeding the budget estimate provided.

The Professional Staff involved in the project is anticipated to include: Jeff Osterman (project manager) and Ken Carlson (senior technical consultant).

Table 1 – T&M Estimate

Staff	Role	Rate	Hours	Sub-Total
Jeff Osterman	Project Manager	\$186	40	\$7,440
Ken Carlson	Senior Technical Consultant	\$186	4	\$744
	Project Accountant	\$74	4	\$296
	Office Support	\$74	4	\$296
	Total		52	\$8,776
	Expenses			\$46
	Grand Total			\$8,822

If you have any questions, don't hesitate to contact me at 208.383.6425. We look forward to working with Bonners Ferry on this project.

Sincerely,

CH2M HILL Engineers, Inc.



8/29/17

Jeff Osterman, P.E.
Senior Project Manager

Date



8/29/17

Mark Brower, P.E.
Area Manager, V.P.

Date

This AGREEMENT is between CH2M HILL ENGINEERS, INC., ("ENGINEER"), and

City of Bonners Ferry

("OWNER")

for a PROJECT generally described as:

Moyie Hydro Project licensing support.

ARTICLE 1. SCOPE OF SERVICES

ENGINEER will perform the Scope of Services set forth in Attachment A.

ARTICLE 2. COMPENSATION

OWNER will compensate ENGINEER as set forth in Attachment A. Work performed under this AGREEMENT may be performed using labor from affiliated companies of ENGINEER. Such labor will be billed to OWNER under the same billing terms applicable to ENGINEER's employees.

ARTICLE 3. TERMS OF PAYMENT

OWNER will pay ENGINEER as follows:

3.1 Invoices and Time of Payment

ENGINEER will issue monthly invoices pursuant to Attachment B. Invoices are due and payable within 30 days of receipt.

3.2 Interest

3.2.1 OWNER will be charged interest at the rate of 1-1/2% per month, or that permitted by law if lesser, on all past-due amounts starting 30 days after receipt of invoice. Payments will first be credited to interest and then to principal.

3.2.2 In the event of a disputed billing, only the disputed portion will be withheld from payment, and OWNER shall pay the undisputed portion. OWNER will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.

3.2.3 If OWNER fails to make payment in full within 30 days of the date due for any undisputed billing, ENGINEER may, after giving 7 days' written notice to OWNER, suspend services under this AGREEMENT until paid in full, including interest. In the event of suspension of services, ENGINEER will have no liability to OWNER for delays or damages caused by OWNER because of such suspension.

ARTICLE 4. OBLIGATIONS OF ENGINEER

4.1 Standard of Care

The standard of care applicable to ENGINEER's Services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar Services at the time said services are performed. ENGINEER will reperform any services not meeting this standard without additional compensation.

4.2 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total PROJECT cost and/or execution. These conditions and cost/execution effects are not the responsibility of ENGINEER.

4.3 ENGINEER's Personnel at Construction Site

4.3.1 The presence or duties of ENGINEER's personnel at a construction site, whether as onsite representatives or otherwise, do not make ENGINEER or ENGINEER's personnel in any way responsible for those duties that belong to OWNER and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the construction Contract Documents and any health or safety precautions required by such construction work.

4.3.2 ENGINEER and ENGINEER's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except ENGINEER's own personnel.

4.3.3 The presence of ENGINEER's personnel at a construction site is for the purpose of providing to OWNER a greater degree of confidence that the completed construction work will conform generally to the construction documents and that the integrity of the design concept as reflected in the construction documents has been implemented and preserved by the construction contractor(s). ENGINEER neither guarantees the performance of the construction contractor(s) nor assumes responsibility for construction contractor's failure to perform work in accordance with the construction documents.

For this AGREEMENT only, construction sites include places of manufacture for materials incorporated into the construction work, and construction contractors include manufacturers of materials incorporated into the construction work.

4.4 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the PROJECT, ENGINEER has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate PROJECT cost or schedule. Therefore, ENGINEER makes no warranty that OWNER's actual PROJECT costs, financial aspects, economic feasibility, or schedules will not vary from ENGINEER's opinions, analyses, projections, or estimates.

If OWNER wishes greater assurance as to any element of PROJECT cost, feasibility, or schedule, OWNER will employ an independent cost estimator, contractor, or other appropriate advisor.

4.5 Construction Progress Payments

Recommendations by ENGINEER to OWNER for periodic construction progress payments to the construction contractor(s) will be based on ENGINEER's knowledge, information, and belief from selective sampling that the work has progressed to the point indicated. Such recommendations do not represent that continuous or detailed examinations have been made by ENGINEER to ascertain that the construction contractor(s) have completed the work in exact accordance with the construction documents; that the final work will be acceptable in all respects; that ENGINEER has made an examination to ascertain how or for what purpose the construction contractor(s) have used the moneys paid; that title to any of the work, materials, or equipment has passed to OWNER free and clear of liens, claims, security interests, or encumbrances; or that there are not other matters at issue between OWNER and the construction contractors that affect the amount that should be paid.

4.6 Record Drawings

Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the PROJECT was finally constructed. ENGINEER is not responsible for any errors or omissions in the information from others that is incorporated into the record drawings.

4.7 Access to ENGINEER's Accounting Records

ENGINEER will maintain accounting records, in accordance with generally accepted accounting principles. These records will be available to OWNER during ENGINEER's normal business hours for a period of 1 year after ENGINEER's final invoice for examination to the extent required to verify the direct costs (excluding established or standard allowances and rates) incurred hereunder. OWNER may only audit

accounting records applicable to a cost-reimbursable type compensation.

4.8 ENGINEER's Insurance

ENGINEER will maintain throughout this AGREEMENT the following insurance:

- (a) Worker's compensation and employer's liability insurance as required by the state where the work is performed.
- (b) Comprehensive automobile and vehicle liability insurance covering claims for injuries to members of the public and/or damages to property of others arising from use of motor vehicles, including onsite and offsite operations, and owned, nonowned, or hired vehicles, with \$1,000,000 combined single limits.
- (c) Commercial general liability insurance covering claims for injuries to members of the public or damage to property of others arising out of any covered negligent act or omission of ENGINEER or of any of its employees, agents, or subcontractors, with \$1,000,000 per occurrence and in the aggregate.
- (d) Professional liability insurance of \$1,000,000 per occurrence and in the aggregate.
- (e) OWNER will be named as an additional insured with respect to ENGINEER's liabilities hereunder in insurance coverages identified in items (b) and (c) and ENGINEER waives subrogation against OWNER as to said policies.

ARTICLE 5. OBLIGATIONS OF OWNER

5.1 OWNER-Furnished Data

OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's services on the PROJECT. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER.

5.2 Access to Facilities and Property

OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its services and will provide labor and safety equipment as required by ENGINEER for such access. OWNER will perform, at no cost to ENGINEER, such tests of equipment, machinery, pipelines, and other components of OWNER's facilities as may be required in connection with ENGINEER's services.

5.3 Advertisements, Permits, and Access

Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's services or PROJECT construction.

5.4 Timely Review

OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; obtain advice of an attorney, insurance counselor, accountant, auditor, bond and financial advisors, and other consultants as OWNER deems appropriate; and render in writing decisions required by OWNER in a timely manner.

5.5 Prompt Notice

OWNER will give prompt written notice to ENGINEER whenever OWNER observes or becomes aware of any

development that affects the scope or timing of ENGINEER's Services, or of any defect in the work of ENGINEER or construction contractors.

5.6 Asbestos or Hazardous Substances

5.6.1 If asbestos or hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation.

5.6.2 If asbestos is suspected, ENGINEER will, if requested, manage the asbestos remediation activities using a qualified subcontractor at an additional fee and contract terms to be negotiated.

5.6.3 If hazardous substances other than asbestos are suspected, ENGINEER will, if requested, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend the necessary remedial measures at an additional fee and contract terms to be negotiated.

5.6.4 Client recognizes that CH2M HILL ENGINEERS, INC. assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL ENGINEERS, INC.

5.7 Contractor Indemnification and Claims

5.7.1 OWNER agrees to include in all construction contracts the provisions of Article 4.3, ENGINEER's Personnel at Construction Site, and provisions providing contractor indemnification of OWNER and ENGINEER for contractor's negligence.

5.7.2 OWNER shall require construction contractor(s) to name OWNER and ENGINEER as additional insureds on the contractor's general liability insurance policy.

5.7.3 OWNER agrees to include the following clause in all contracts with construction contractors, and equipment or materials suppliers:

"Contractors, subcontractors, and equipment and material suppliers on the PROJECT, or their sureties, shall maintain no direct action against ENGINEER, ENGINEER's officers, employees, affiliated corporations, and subcontractors for any claim arising out of, in connection with, or resulting from the engineering services performed. OWNER will be the only beneficiary of any undertaking by ENGINEER."

5.8 OWNER's Insurance

5.8.1 OWNER will maintain property insurance on all pre-existing physical facilities associated in any way with the PROJECT.

5.8.2 OWNER will provide for a waiver of subrogation as to all OWNER-carried property damage insurance, during construction and thereafter, in favor of ENGINEER, ENGINEER's officers, employees, affiliates, and subcontractors.

5.8.3 OWNER will provide (or have the construction contractor(s) provide) a Builders Risk All Risk insurance policy for the full replacement value of all PROJECT work including the value of all onsite OWNER-furnished equipment and/or materials associated with ENGINEER's services. Such policy will include coverage for loss due to defects in materials and workmanship and errors in design, and will provide a waiver of subrogation as to ENGINEER and the construction contractor(s) (or OWNER), and their respective officers, employees, agents, affiliates, and

subcontractors. OWNER will provide ENGINEER a copy of such policy.

5.9 Litigation Assistance

The Scope of Services does not include costs of ENGINEER for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by OWNER. All such Services required or requested of ENGINEER by OWNER, except for suits or claims between the parties to this AGREEMENT, will be reimbursed as mutually agreed.

5.10 Changes

OWNER may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect ENGINEER's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

ARTICLE 6. GENERAL LEGAL PROVISIONS

6.1 Authorization to Proceed

Execution of this AGREEMENT by OWNER will be authorization for ENGINEER to proceed with the work, unless otherwise provided for in this AGREEMENT.

6.2 Reuse of PROJECT Documents

All reports, drawings, specifications, documents, and other deliverables of ENGINEER, whether in hard copy or in electronic form, are instruments of service for this PROJECT, whether the PROJECT is completed or not. OWNER agrees to indemnify ENGINEER and ENGINEER's officers, employees, subcontractors, and affiliated corporations from all claims, damages, losses, and costs, including, but not limited to, litigation expenses and attorney's fees arising out of or related to the unauthorized reuse, change or alteration of these PROJECT documents.

6.3 Force Majeure

ENGINEER is not responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of ENGINEER. In any such event, ENGINEER'S contract price and schedule shall be equitably adjusted.

6.4 Limitation of Liability

6.4.1 To the maximum extent permitted by law, ENGINEER's liability for OWNER's damages will not, in the aggregate, exceed \$1,000,000.

6.4.2 This article takes precedence over any conflicting article of this AGREEMENT or any document incorporated into it or referenced by it.

6.4.3 This limitation of liability will apply whether ENGINEER's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include ENGINEER's officers, affiliated corporations, employees, and subcontractors.

6.5 Termination

6.5.1 This AGREEMENT may be terminated for convenience on 30 days' written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.

6.5.2 On termination, ENGINEER will be paid for all authorized services performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.

6.6 Suspension, Delay, or Interruption of Work

OWNER may suspend, delay, or interrupt the Services of ENGINEER for the convenience of OWNER. In such event, ENGINEER's contract price and schedule shall be equitably adjusted.

6.7 No Third-Party Beneficiaries

This AGREEMENT gives no rights or benefits to anyone other than OWNER and ENGINEER and has no third-party beneficiaries.

6.8 Indemnification

6.8.1 ENGINEER agrees to indemnify OWNER for any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of ENGINEER, ENGINEER's employees, affiliated corporations, and subcontractors in connection with the PROJECT.

6.8.2 OWNER agrees to indemnify ENGINEER from any claims, damages, losses, and costs, including, but not limited to, attorney's fees and litigation costs, arising out of claims by third parties for property damage or bodily injury, including death, to the proportionate extent caused by the negligence or willful misconduct of OWNER, or its employees or contractors in connection with the PROJECT.

6.9 Assignment

This is a bilateral personal Services AGREEMENT. Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable. These conditions and the entire AGREEMENT are binding on the heirs, successors, and assigns of the parties hereto.

6.10 Consequential Damages

To the maximum extent permitted by law, ENGINEER and ENGINEER's affiliated corporations, officers, employees, and subcontractors shall not be liable for OWNER's special, indirect, or consequential damages, whether such damages arise out of breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action. In order to protect ENGINEER against indirect liability or third-party proceedings, OWNER will indemnify ENGINEER for any such damages.

6.11 Waiver

OWNER waives all claims against ENGINEER, including those for latent defects, that are not brought within 2 years of substantial completion of the facility

designed or final payment to ENGINEER, whichever is earlier.

6.12 Jurisdiction

The substantive law of the state of the PROJECT site shall govern the validity of this AGREEMENT, its interpretation and performance, and any other claims related to it.

6.13 Severability and Survival

6.13.1 If any of the Provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

6.13.2 Limitations of liability, indemnities, and other express representations shall survive termination of this AGREEMENT for any cause.

6.14 Materials and Samples

Any items, substances, materials, or samples removed from the PROJECT site for testing, analysis, or other evaluation will be returned to the PROJECT site within 60 days of PROJECT close-out unless agreed to otherwise. OWNER recognizes and agrees that ENGINEER is acting as a bailee and at no time assumes title to said items, substances, materials, or samples.

6.15 Engineer's Deliverables

Engineer's deliverables, including record drawings, are limited to the sealed and signed hard copies. Computer-generated drawing files furnished by ENGINEER are for OWNER or others' convenience. Any conclusions or information derived or obtained from these files will be at user's sole risk.

6.16 Dispute Resolution

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.

6.17 Ownership of Work Product and Inventions

All of the work product of the ENGINEER in executing this PROJECT shall remain the property of ENGINEER. OWNER shall receive a perpetual, royalty-free, non-transferable, non-exclusive license to use the deliverables for the purpose for which they were intended. Any inventions, patents, copyrights, computer software, or other intellectual property developed during the course of, or as a result of, the PROJECT shall remain the property of the ENGINEER.

ARTICLE 7. ATTACHMENTS, SCHEDULES, AND SIGNATURES

This AGREEMENT, including its attachments and schedules, constitutes the entire AGREEMENT, supersedes all prior written or oral understandings, and may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A--Scope of Services
Attachment B--Compensation

IN WITNESS WHEREOF, the parties execute below:

For OWNER, _____

dated this _____ day of _____, 20____

Signature _____

Signature _____

Name (printed) _____

Name _____

Title _____

Title _____

For ENGINEER, CH2M HILL ENGINEERS, INC.,

dated this 29th day of August, 2017

Signature Jeff Osterman

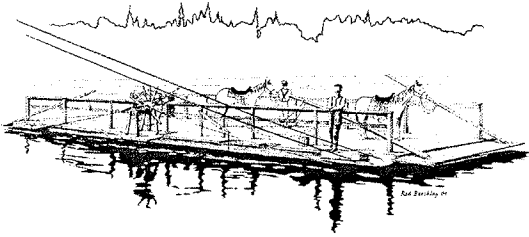
Signature Mark A. Brower

Name (printed) Jeff Osterman, P.E.

Name (printed) Mark Brower, P.E.

Title Sr. Project Manager

Title V. P. – Area Office Manager



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 1, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Sewer Department - Contract with J-U-B Engineers**

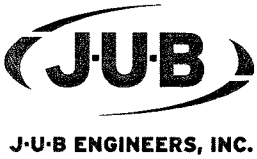
J-U-B Engineers has put together a scope of work, proposed fees, and contract to provide design services for sewer main replacement on the sewer bridge. This is a project that has been in the works for a few years, and the City received a ICDBG grant for \$350,000, which should fund approximately half of the project. This work is scheduled for mid-2018.

With this memo, I am requesting that the Council approve the scope of work, the fees of \$117,600, and authorize the Mayor to sign the contract.

Please call me with any questions about the proposed work.

Thank you,

Mike



J-U-B ENGINEERS, Inc. AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 20-17-
J-U-B Project Manager: BMC

This Agreement entered into and effective this ____ day of ____ 20____, between _____, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Replace the existing suspension bridge forcemain and associated valves. hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: Prior reports, associated record drawing, and access as needed.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1.	Name	<u>Mike Klaus</u>	Work telephone	<u>208 267 0357</u>
	Address	<u>City of Bonners Ferry</u>	Home/cell phone	<u>208 946 9488</u>
		<u>7232 Main Street</u>	FAX telephone	_____
		<u>Bonners Ferry, ID 83805</u>	E-mail address	<u>mklaus@bonnersferry.id.gov</u>

For J-U-B:

1.	Name	<u>Brett M. Converse</u>	Work telephone	<u>208 762 8787 / 208 365 7281</u>
	Address	<u>J-U-B Engineers</u>	Cell phone	<u>208 661 2964</u>
		<u>123 S. Third Ave. Suite 21</u>	FAX telephone	_____
		<u>Sandpoint, ID 83864</u>	E-mail address	<u>bconverse@jub.com</u>

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: _____.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in **Attachment 1**, if provided) in a manner consistent with the applicable standard of care: _____.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in **Attachment 1**, if provided): _____. A ten percent administrative fee will be applied to sub-consultant invoices.

Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
 No

Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
 No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: **Bonner Ferry Bridge Force Main Replacement**

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:

J-U-B ENGINEERS, Inc.:

NAME

STREET

STREET

123 S Third Ave. Suite 21, Sandpoint, ID, 83864

CITY / STATE / ZIP CODE

CITY / STATE / ZIP CODE

BY (Signature)

BY (Signature)

NAME / TITLE

NAME / TITLE

BY (Signature)

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee

Attachment 2 – Special Provisions

Standard Exhibit A – Construction Phase Services

ADDITIONAL NAME / TITLE

REV: 1/15

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc.
TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, ~~or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less.~~ J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.

**ATTACHMENT A TO AGREEMENT BETWEEN
CITY OF BONNERS FERRY (BONNERS FERRY) AND
THE CONSULTANT (J-U-B ENGINEERS, Inc.)
FOR
KOOTENAI RIVER CROSSING: SEWAGE FORCEMAIN REPLACEMENT PROJECT**

SCOPE OF WORK AND BUDGET

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PART 1 – SCOPE OF WORK

Background and Overview

The City of Bonners Ferry (CLIENT) is seeking professional engineering services from J-U-B ENGINEERS, Inc. (J-U-B or ENGINEER) for wastewater and structural engineering. The scope of work will include engineering services to replace an existing bridge-mounted, river crossing forcemain and associated valve and piping improvements.

The City of Bonners Ferry conveys wastewater from the areas south of the Kootenai River to their Wastewater Treatment Facility through two primary lift stations; Lift Station No. 2 and No. 5. These two lift stations utilize a common 8-inch diameter Asbestos Cement (AC or Transite) forcemain from the southern bank of the Kootenai River to the WWTP on the north side of the River. The pipeline is mounted to a cable-stay utility bridge for the river crossing owned by the City of Bonners Ferry. The purpose of this project is to replace the existing pipeline across the length of the bridge and provide dedicated 6-inch diameter forcemains for Lift Station 2 and 5 (two new 6-inch pipes replacing the single 8-inch pipe). Forcemains from Lift Station No. 2 and No. 5 will be intercepted near the south end of the bridge and routed over the bridge to the north side of the river and connected to the existing forcemain to the primary lagoon. Valves and cross-over piping will be constructed to allow each pipeline to serve as a backup to the other. The pipes will be isolated temporarily after constructed and pressure tested independently across the river reach. The pipeline from the north end of the bridge to the WWTP will not be replaced as part of this project scope.

The upgrades identified above are understood to be included in a single project that will be competitively bid in accordance with Idaho statutes. The following scope of services has therefore been developed and divided into the following main tasks to support this project:

- Task 1 – Preliminary Concept Design and Preliminary Engineering Report
- Task 2 – Final Design Phase Services
- Task 3 - Bid, Award, and Construction Phase Services
- Task 4 – Management Reserve (Additional Service)

Basic Services - J-U-B's Basic Services under this Agreement are limited to Task 1 and Task 2. CLIENT reserves the right to add subsequent Tasks or related work to the scope of services upon mutual agreement of scope, additional fees, and schedule.

Task 1 – Preliminary Concept Design and Preliminary Engineering Report

Subtask 100 - Kick-Off Meeting: Conduct a Kick-Off meeting with the CLIENT and operations staff to define project goals, review a preliminary list of layout options, discuss project schedule, discuss work by CLIENT, and other project objectives.

Subtask 200 – Survey and Basemap Development

Topographic survey:

- Complete a topographic survey of the project area to provide information for design and a base map for the drawings. The survey will collect general building and surface information between Lift Station 2 and the south side of the Bridge and areas within 150 feet of the bridge abutment. On the north side of the bridge survey will extend for approximately 150 feet around the existing bridge abutment, including surface features such as drainages, roads, fences, structures, valves, building corners, utility poles, equipment, signs, and underground utilities marked in the field by CLIENT.
- A boundary survey is not included in this scope of services. Property pins will be identified and located by the field crews in this survey wherever they are readily recoverable as part of their overall survey effort.
- J-U-B will request locates from Digline and CLIENT. Existing utilities identified and located by others will be surveyed as marked and available; utilities identified in record drawings will be included in the project base map in an approximate way only.
- Supplement the topographical survey with information as available from record drawings and / or design drawings provided by CLIENT. J-U-B will rely on such information provided by others for purposes of design. Exposed elements critical for design may be confirmed in the field through surveying or field measurements. Survey of the bridge structure deck (spanning the river) is not included in this Scope of Work. Bridge elements are anticipated to be utilized from existing record drawing information provided by the City.

Subtask 300 - Environmental Permitting (USACE 404)

The project will likely require excavation in the dike, or boring through the dike with the new pipelines on both the north and south river banks. Permitting with USACE may be required for working over water, while on the bridge. Under this scope of work, J-U-B will contact the US Army Corp. of Engineers (USACE) to determine whom would be the lead permitting agency for this work. J-U-B will attend a follow-up meeting with the USACE with the City to determine the necessary permit applications that will need to be made, and discuss project scope and permitting needs. This information will be summarized and included in the Preliminary Engineering Report. Follow-up meetings, permit applications, and final negotiations with USACE regarding final design and construction are not included with this Scope of Work and would be completed under a separate scope of work as an Additional Service.

Subtask 400 - Preliminary (10% Level) Civil/Mechanical Concept Design

- Identify routing needs and connection points to existing facilities for LS 2 and LS 5 forcemain piping. Conceptually identify systems needed to enable construction and testing.

- Develop a concept layout (plan view plus critical sections) of each major connection and a corresponding typical bridge cross section to determine configuration and preliminary mounting requirements.
- Select pipeline material (with regard to expansion/contraction)
- Coordinate with IDEQ for leakage containment requirements, and to determine if double-wall containment piping is required.

Subtask 500 - Structural Analysis

The existing bridge contains the existing 8-inch Asbestos Cement (AC) pipeline as well as an AVISTA Utilities, natural gas pipeline (4" nominal). The proposed project will include removing the existing 8-inch pipeline and replacing with two new 6-inch diameter forcemains. This scope assumes the AVISTA gas line will not need to be relocated on the bridge. If preliminary design determines the gas line must be relocated, the engineering associated with relocating the gas line can proceed under a separate task as an Additional Service.

This scope assumes the loads created by the two new pipelines will not require modification to the bridge. The loads will need to be evaluated to assess the structural integrity of the bridge, and its ability to accommodate the increased load. Preliminary pipeline loading, and pipeline supports will be used to develop an initial structural analysis to determine feasibility of the structure to support the proposed pipelines. Any bridge design modifications to carry the two force mains could proceed under a separate task and scope of work as an Additional Service.

Additionally, J-U-B will determine whether the addition of the two new pipelines will require the structure to be modified to meet current code requirements. The design of modifications to meet current code requirements are not included in this scope of work but could proceed under a separate task and scope of work as an Additional Service.

Subtask 600 - Hazardous Materials (Existing AC Pipe and Insulation)

The existing suspended river crossing pipe is shown as Asbestos Cement pipe and contains an insulation (covering) that may also contain asbestos. These materials will need to be removed as part of the pipeline replacement project. This Scope will identify the Hazardous materials on the project site, develop procedures and plans for removing, handling and disposing of the Hazardous Materials encountered on the project in conformance with regulatory requirements. J-U-B will procedures into the design and construction document requirements to maintain compliance with applicable regulations as identified by the CLIENT's Hazardous Materials Environmental Consultant.

Subtask 700 - 10% Design Level - Opinion of Probable Cost

Upon completion of the 10% concept design, J-U-B will produce an opinion of probable cost estimate for the City's review and use for providing direction toward project completion.

Subtask 800 –Compile Preliminary Engineering Report

- 10% Project QC Review
- Based on technical data developed in previous subtasks, prepare a PER in accordance with IDAPA 58.01.16.411. The PER will identify major project design criteria, major equipment

selections, updated preliminary design cost opinions, revised schedules, and reference the Concept Plans.

- Submit two hard copies of the draft PER with Concept Plans for CLIENT review / approval.
- Concept Review Meeting: Upon completion of the draft Concept Plans and draft PER, meet with the CLIENT at the City office to present recommendations, review critical decisions, probable construction budget.
- Address IDEQ and CLIENT comments and Finalize Preliminary Engineering Report.

Task 2 – Final Design

- New/Re-Scope and address any mitigation/scope changes from Phase 1
- Opinion of Cost based on any scope changes from Phase 1
- Technical Specification and Bidding Document Development
- Pre-Qualification of Contractors (if City chooses?)

Task 3 – Bid, Award and Construction Phase Services

- Bidding Phase Services Task Description : J-U-B anticipates providing the following Engineering Services during the Bidding Phase for either conventional OR electronic bidding through Quest CDN at the City's choice:
 - Prepare advertisement for City publication
 - Reproduce sets of contract documents and transmit to public works contractors upon payment of reproduction costs
 - Organize and assist City in pre-bid conference at City offices with site visit
 - Answer prospective bidder questions, prepare and issue any required addenda and/or clarifications
 - Attend and assist City in bid opening, review and evaluate contractor's bids regarding Award and Notice to Proceed
- Construction Observation and Contract Administration – J-U-B anticipates providing the following Engineering Services during Construction:
 - Coordinate and manage a pre-construction meeting with City Staff, Contractor, Subcontractors, and utility providers.
 - Consultant-provided construction observation as requested/needed to support City observation staff is currently estimated at 16 hours/week (+/-) for 45 calendar days.
 - Coordination with the City-provided personnel for daily construction observation and attendance at construction meetings for 45 calendar days. It is anticipated that City observers and City-provided observers will prepare daily observation reports on electronic forms provided by J-U-B and will attach photographic documentation and annotated Contract Documents as required to document progress and deviations to inform JUB's production of Record Drawings.

- Submittal review, substitution requests, change order and RFI responses, with City Staff Assistance.
 - Provide one day of construction surveying when requested by contractor.
 - Pay request review, recommendations to City and administrative tracking, with City Staff assistance.
 - Start-up, operator training and commissioning, with City Staff Assistance.
 - The City and J-U-B will coordinate with Independent Special Inspections and Testing required by Building Code (concrete, structural, backfill) as well as additional Geotechnical Engineering that may be required. All Geotechnical services are assumed to be contracted directly by City, or by Additional Services.
- Record Drawings - J-U-B anticipates providing the following Engineering Services for completion of Record Drawings:
 - Final construction documentation (collate observer notes with contractor record submittal and verification survey) with City Staff assistance
 - Prepare and submit stamped record drawings to City and IDEQ (one 11x17 hard copy and one electronic copy each) with City Staff assistance

Task 4 – Management Reserve (Additional Service)

At the request of the CLIENT, additional services may be performed by J-U-B (upon mutual agreement of scope, additional fees, and schedule) under the Management Reserve Fund task.

CLIENT’s Responsibilities/Exclusions from Current Scope - CLIENT is responsible for completing, authorizing J-U-B to complete as Additional Services, or authorizing others to complete all tasks not specifically included above in J-U-B’s Basic Services that may be required for the project, including, but not limited to:

1. Perform Hazardous Materials Services: survey, permits, and mitigations plans for materials such as Asbestos containing items.
2. Provide copies of previous reports, record drawings, and planning studies.
3. Historical operational and monitoring data for the WWTP or Lift Stations.
4. Negotiate and acquire all property, right-of-ways, and easements as may be required.
5. Provide utility location services.
6. Pay for any agency review fees that may be needed.
7. Public involvement.
8. Water rights analysis if needed.
9. Legal counsel, including review and approval of any contract documents to be executed by CLIENT with contractor(s).
10. Securing bonds for the project.

11. Environmental clearances, survey, permits, and mitigations plans such as for wetlands, wildlife, archeology, cultural, or historical.
12. Give prompt written notice to J-U-B whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or time of performance of J-U-B's services, or any defect or nonconformance in J-U-B's services, the Work, or in the performance of any Contractor.
13. Arrange for safe access (including fall protection) to and make all provisions for J-U-B to enter upon public and private property as required for J-U-B to perform services under the Agreement.
14. Davis-Bacon prevailing wage documentation including certified payrolls, wage interviews, and Davis Bacon compliance reporting
15. Integration of controls within this project into system SCADA.
16. Stormwater Pollution Prevention Plan (SWPPP) under the Construction General Permit including SWPPP development and maintenance.
17. Relocation of AVISTA Natural Gas pipeline.

PART 2 - SCHEDULE OF SERVICES

A. The following table summarizes the anticipated schedule for the identified Basic Services predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work. CLIENT acknowledges that the J-U-B will not be responsible for impacts to the schedule by events or actions of others over which J-U-B has no control.

Task Number	Task Name	Anticipated Schedule
1	Preliminary Concept Design and Preliminary Engineering Report	Concept Plans and PER: within 30 days of execution of Agreement (Ability to survey and may be limited by winter access)
2	Final Design	Final Design within 30 days of City's review and approval of Concept Design
3	Bidding, Award, and Construction Phase Services	Ongoing for 45 days after approval of Final Design
4	Management Reserve (Additional Service)	As mutually agreed upon

PART 3 - BASIS OF FEE

A. CLIENT shall pay J-U-B for the identified Basic Services as follows:

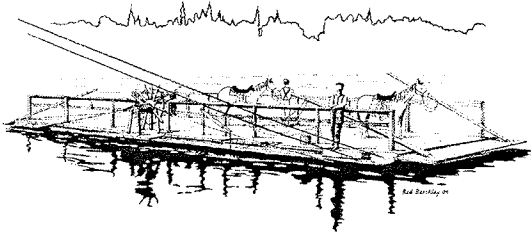
1. For Lump Sum fees:
 - a. The portion of the Lump Sum amount billed for J-U-B's services will be based upon J-U-B's estimate of the percentage of the total services actually completed during the billing period.
2. For Time and Materials fees:
 - a. CLIENT shall pay J-U-B an amount equal to the cumulative hours charged to the Project by each J-U-B employee times that employees' standard billing rate for all services performed on the Project, plus Reimbursable Expenses and J-U-B's Consultants' charges, if any.

B. The fee types and amounts for each task are presented in the following table:

Task Number	Task Name	Fee Type	Amount
1	Concept / PER	Lump Sum	30,000
2	Design Phase Services: Final Design	Lump Sum	37,600
3	Bidding, Award, and Construction Phase Services	Lump Sum	50,000
4	Management Reserve	TBD ¹	TBD

¹ *Estimated amount not to be exceeded without prior written authorization from CLIENT*

C. Period of Service: If the period of service for the task(s) identified above is extended beyond 18 months, the compensation amount for J-U-B's services shall be appropriately adjusted to account for inflation and salary adjustments.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 1, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric Department - Contract with Riverside Inc.**

Riverside Inc., has provided a quote for repairing Unit #4 at the Moyie Hydro that was damaged early this summer. The thrust bearing for Unit #4 was damaged and unit was shut down. While the unit was down, our crew disassembled the upper part of the system and found that the rotor and stator were in need of maintenance also. This quote includes installing a new thrust bearing, reconditioning the rotor and stator, complete installation, start-up and testing.

I expect that Unit #4 will be operational in early November, which is typically when we start to see more flows in the river. Until that time, we are unable to operate all 4 generators because of limited river flows. We are currently only operating Units #1 and #3 because of seasonal flow limitations.

With this memo, I am requesting that the Council approve Riverside's quote of \$38,036, and authorize the Mayor to sign the contract.

Please call me with any questions about the proposed work.

Thank you,

Mike



PO Box 720 Parma, Idaho 83660
 Office 208.722.6731 Fax 208.722.6736
 Email riverside@rsicorp.net

Customer ID	Quote Date
CITY BONNERS	6/20/2017
Attn	cc

Quote Number
RQ1512
Job Number
1-13120

Customer Information

CITY OF BONNERS FERRY
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805

Ship To Information

CITY OF BONNERS FERRY
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805

Quote By:	JESSE DAUGHERT
PO #:	
RFQ #:	
Salesperson:	House Employee
Phone:	
Fax:	
Terms:	Due On Receipt

Nameplate Information

ID	MI2958
Motor-Make	N/A
Motor-Model	N/A
Rating	N/A
RPM	N/A
Frame	N/A
Enclosure	N/A
Rated V.	N/A
Sheave	N/A
Shaft Seal	N/A

Rated A.	N/A
ODE Brg#	N/A
DE Brg#	N/A
Catalog #	N/A
# of Phases	N/A
Frequency (Hz)	N/A
Service Factor	N/A
Coupling	N/A
Eyebolt	N/A
Term Box	N/A

Quote Information

Reason Sent For Repair:	Re-condition generator
Cause of Failure:	General recondition
Required Work:	Pick up stator and rotor and bottom bracket from Bonners Ferry and bring back to RSI. Incoming testing of stator and rotor and shaft fits and bearing housings. Clean stator and rotor and bake out and dip in eb-920 insulating varnish and process in bake out oven for curing. Balance rotor to nema stanards. Scope of work does not include machining of shaft bearing journals or housing as it is unknown scope of work until checked by machine shop. Will give customer quote and explanation of findings before proceding. After stator and rotor have undergone dip and bake process we will carry out outgoing testing for quality checks and provide customer with a report on all work done and testing data. RSI will deliver unit to site and provide a crew to do the alignment and installation of bearings, rotor and stator..

	Unit Price	Ext Price
1 Any unforeseen repairs will be made as a change order on customers Approval-this repairs will possibly include shaft bearing journals that need machining to bring back to easa recomended tolerances,	0.00	0.00

Total for : 0.00

Labor	Unit Price	Ext Price
1 Motor Shop-incoming testing, low pressure non destructive cleaning of stator and rotor, Bake out, Testing before Dip and bake Process, Dip and Bake Rotor and Stator, Clean and Prep, Outgoing tesiting.	7,000.00	7,000.00
1 Balancing-Precision dynamic balance to Meet or Exceed Nema Standards	1,280.00	1,280.00
1 Machine-Machine Brass Balance Sleeve	236.00	236.00
1 pull and install generator includes mobing Stator and rotor to top of hill to RSI Truck	21,120.00	21,120.00

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Ship Via: BESTWAY



PO Box 720 Parma, Idaho 83660
 Office 208.722.6731 Fax 208.722.6736
 Email riverside@rsicorp.net

Quote

Customer ID	Quote Date
CITY BONNERS	6/20/2017
Attn	cc

Quote Number
RQ1512
Job Number
1-13120

Customer Information Ship To Information

CITY OF BONNERS FERRY
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805

CITY OF BONNERS FERRY
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805

Quote By:	JESSE DAUGHERT
PO #:	
RFQ #:	
Salesperson:	House Employee
Phone:	
Fax:	
Terms:	Due On Receipt

and Trailer, Mobing Generator, Rotor and Top Bracket back to Powerhouse and assembly of unit and alignment of unit

1	Paint stator windings and rotor field poles with CE-387 anti-corona, oil and chemical resistant paint.	3,800.00	3,800.00
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Total for Labor : 33,436.00

Material		Unit Price	Ext Price
1	FREIGHT-Any freight will be added to invoice	0.00	0.00
1	MISC. SHOP SUPPLIES	0.00	0.00
1	DIP AND BAKE	4,600.00	4,600.00

Total for Material : 4,600.00

Subtotal : 38,036.00

Tax : 0.00

Total for Quote RQ1512 : 38,036.00

SIGNATURE: _____

DATE: _____

PO# (IF NOT ALREADY ISSUED):

Ship Via: BESTWAY

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and RIVERSIDE INC. herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Repair Unit #4 as described in the attached Riverside quote # RQ1512.

CONTRACTOR agrees to provide all materials and services for the project. CONTRACTOR will also be required to provide a Performance Bond for this project prior to starting work.

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

CONTRACTOR will work from September 15, 2017 and continue until November 1, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

Per attached quote, not to exceed \$38,036 without prior written approval from the City.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2017.

ENTITY:

_____ CITY OF BONNERS FERRY _____

CONTRACTOR:

By _____

By _____
David Sims, Mayor

Its _____

ATTEST:

_____ Kris Larson, Clerk

WITNESS:

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

Christine McNair

From: David Sims
Sent: Friday, September 01, 2017 10:26 AM
To: Christine McNair
Subject: Fwd: Bonners Ferry Pool Application

Sent from my iPhone

Begin forwarded message:

From: Wally Jacobson <wjacobson@pacni.org>
Date: August 31, 2017 at 9:03:16 AM PDT
To: "David Sims (dsims@bonnersferry.id.gov)" <dsims@bonnersferry.id.gov>
Cc: Nancy Mabile <nmabile@pacni.org>, Stephanie Sherman <ssherman@pacni.org>, Sherri Wastweet <swastweet@pacni.org>
Subject: Bonners Ferry Pool Application

Mayor Sims,

This is a follow up to telephone conversation yesterday regarding PAC charging for grant writing. Over the past year PAC has been transitioning our fee structure to include a fee for grant writing. We have for over forty years not charged our members for this service and was usually understood that if our client received the grant PAC would get the 10% admin fee allowed by the Block Grant program to administer the grant. It used to always be 10% but it is my understanding the state will only allow us 10% if labor compliance is required.

As a general rule of thumb it takes PAC on average anywhere from 100-120 hours for a block grant application. But of course you have outliers, for example the recent Priest River Downtown Revitalization block grant application process was over 200 hours by the time it was awarded.

PAC's typical fee for block grant application is \$4,000 plus \$500 for the addendum. This is what we recently charged Bonners Ferry for the recent Sewer Bridge grant application (basically we are covering direct employee's costs plus fringe).

With regards to the Park Grant Application we are only charging \$1,500 for grant application since this is a new category this year and we don't have any history to gauge the probability for success.

In summary, PAC's goal is to provide a cost effective approach for our members and at the same time keep PAC solvent. PAC appreciates Bonners Ferry's support of PAC.

Please give me a call if you have additional questions.

Wally

Wally Jacobson
Executive Director
Panhandle Area Council, Inc.
11100 N Airport Dr

PROFESSIONAL SERVICES CONTRACT
Municipal Swimming Pool Repairs

This Contract is entered into this 29th day of August, 2017 between the City of Bonners Ferry, a political subdivision of the State of Idaho, whose address is PO Box 149, Bonners Ferry, Idaho, herein referred to as the "CITY" and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY intends to apply for state and/or federal grants for the receipt of grant funds including the Idaho Community Development Block Grant (ICDBG) Program for the purpose of constructing repairs to the municipal swimming pool; and

WHEREAS, the CITY desires to engage the CONTRACTOR to provide grant writing services related to submission of the above described ICDBG project; and

WHEREAS, in order to assure effective writing and grant submission the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. **EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described under Scope of Services.
2. **EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this Contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
3. **CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained, and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) aggregate.
4. **LIAISON.** The CITY'S designated liaison with the CONTRACTOR is Ms. Kris Larson, City Clerk/Treasurer. The CONTRACTOR'S designated liaison with the CITY for grant writing is Ms. Nancy Mabile, Economic Development Specialist.
5. **EFFECTIVE DATE AND TIME OF PERFORMANCE.** This Contract takes effect on August 29, 2017. If the services covered by this agreement have not been completed by September 30, 2017, through no fault of the CONTRACTOR, compensation for the extension of the CONTRACTOR'S services beyond this time shall be re-negotiated.

6. **SCOPE OF SERVICES.** The Scope of Services includes coordination and preparation of a CDBG Full Application – Continually advise the municipality of the grant requirements; attend City Council and community meetings as needed to provide information; coordinate all elements of information required for the grant application; preparation of all funding source required Resolutions or Plans necessary for the grant application; initiate the Environmental Review as required by the grant funding program; hold public hearing on proposed grant-funded project as required by the grant funding program; and submit grant application in accordance with funding agency timelines.

7. **COMPENSATION** For satisfactory completion of the Scope of Services, the CITY will pay the CONTRACTOR a sum of \$1,500.00.

8. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this Contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY.

9. **REPORTS AND INFORMATION.** The CONTRACTOR will maintain accounts and records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative, and will be retained for four (4) years after the expiration of this Contract.

10. **ACCESS TO RECORDS.** It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, and, when required by law, representatives of the State of Idaho.

11. **CONSTRUCTION AND VENUE.** This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, venue is the First Judicial District in and for the County of Shoshone, State of Idaho.

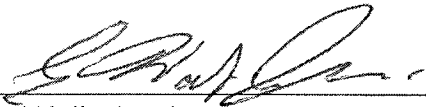
12. **LEGAL FEES.** In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

13. **SPECIAL WARRANTY.** The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this Contract null and void.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL, INC.

CITY OF BONNERS FERRY

BY: 
L. Wally Jacobson
Executive Director

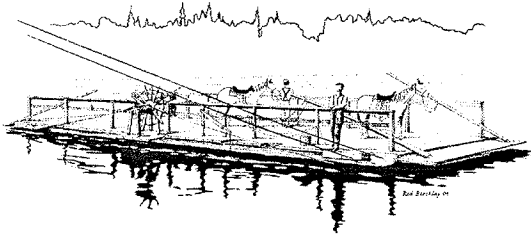
BY: _____
David Sims, Mayor
City of Bonners Ferry

DATE: 2/29/17

DATE: _____

ATTEST: Nancy Mabrie

ATTEST: _____



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: September 1, 2017
To: Mayor and City Council
From: Mike Klaus, City Engineer/Administrator
Subject: **Boundary County - Conditional Use Permit Comments**

An application has been made to Boundary County for a Conditional Use Permit (CUP) on a parcel adjacent to the City limits of Bonners Ferry. The request is for approval to construct a residential 6-plex at 6803 Tamarack Dr., as shown in the attached application to the County.

The location of the proposed CUP is within the Area of City Impact, or ACI. The ACI between the City and the County includes a provision for the City to make comments to the County on the proposal. Please take a few minutes to read the attached Area of Impact Agreement (City Ord. 499). On page 2 you will see that Section 6, Item 2, provides for City input on certain County actions, including conditional use permits. The last sentence of that item states *"In granting a recommendation of approval, the City Council shall have the right to suggest terms and conditions pertinent to the permit under consideration"*

With this memo, I am soliciting comments or recommendations, if any, from the Mayor and Council that you would like to share with the County Planning Zoning Commission before their hearing of this application on September 21, 2017. Comments to Boundary County P&Z must be received before noon on September 14, 2017. Staff will prepare your comments as directed.

Thank you,

Mike

Staff Report COPY

Admin Name John B. Moss

Date Accepted 8/23/2017

Application No. 17 139

Tax Parcel No. RP62N01E346141A

Applicant/Owner Information

Applicant's Name Philbrook, Matt
 Address 6803 Tamarack Drive
 City State Zip Bonnars Ferry, ID 83805
 Telephone 208 301-2827
 Property Owner Matt Philbrook
 Owner Address PO Box 91
 City State Zip Bonnars Ferry, ID 83805

Shorthand Legal Description

TAX 181
 SEC 34 T62N R1E

Zone District Residential

Parcel Size .654

Flood Zone X

FIRM Map

Type Devel. Other

Process Conditional Use Permit

Services and Utilities:

Access Tamarack Dr
 Water BF
 Sewer BF
 Electric NLI
 Gas _____
 Phone _____

Known Hazards/Special Areas

N/A

Fire Protection Paradise Valley Fire Assc.

Primary Improvement:

Building Type Frame Square Footage 9870
 Setbacks: Front 25 Side 1 5 Side 2 5 Rear 5
 Built By _____ Improvement Height 26
 Expected Completion Date 4/5/2018

Accessory Structures:

Description	Height	Footage	Setbacks			
			Front	Side 1	Side 2	Rear

Detailed description of proposed use:

Build 6-plex multi family structure. Application 17-138 is dependent upon this Conditional Use Permit approval.....
 Applicant wishes to use existing address for parcel: 6803 Tamarack Dr.....
 assigning contiguous numbers, e.g., existing 1-4; new 6-plex 5-10.....

Agency Inspections/Additional Approvals

- Yes No Road Access Permit, County Road & Bridge (208) 267-3838
- Yes No Septic Permit, Panhandle Health (208) 267-5558
- Yes No Wells, Idaho Department of Water Resources (208) 762-2800
- Yes No Plumbing, Idaho Division of Building Safety (800) 955-3044
- Yes No Electrical Idaho Division of Building Safety (800) 955-3044
- Yes No Mechanical, Idaho Division of Building Safety (800) 955-3044
- Yes No Wetland/Waterway Joint Development Permit, USACE (208) 765-8961
- Yes No Physical Address, Boundary County GIS Mapping, (208) 267-5395
- Yes No
-
-
-

Primary Hours and Days of Operation _____

Access/Parking

Signage

Landscaping

Number of Employees Anticipated _____

Estimated Traffic Type/Volume: _____

Solid waste generated/Method of Disposal _____

Idaho Tax No/Business Name: _____

Ordinance Considerations

7.6.3. Planning and Zoning Commission: The planning and zoning commission will hold public hearing on the proposed conditional use. Based on the materials of the application, staff analysis and testimony presented in writing or during public hearing, members of the planning and zoning commission will hold discussion to consider a decision and, if applicable, terms and conditions, giving due consideration to potential takings issues, so as to develop reasoned findings.

7.7. Considerations: When considering a conditional use application, the planning and zoning commission should determine, at minimum:

7.7.1. Whether the application, site plan and additional documentation provided by the applicant sufficiently demonstrate the full scope of the use proposed.

7.7.2. Whether the proposed use conforms to all applicable standards established by this ordinance.

7.7.3. Whether there is sufficient land area to accommodate the use proposed, and whether development is so timed and arranged so as to minimize adverse effects on surrounding properties and uses.

7.7.4. How the impacts of the use proposed compare with the impacts of existing uses within the zone.

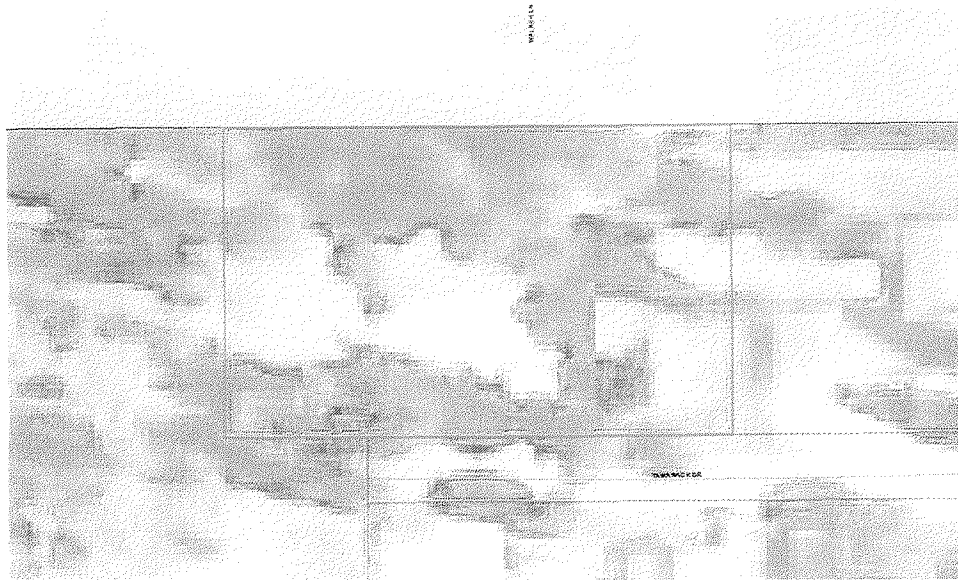
7.7.5. Whether concerns raised by other departments, agencies or by the providers of public services, including but not limited to road and bridge, water, electricity, fire protection, sewer or septic, can be adequately addressed.

7.7.6. The potential benefit to the community offered by the use proposed.

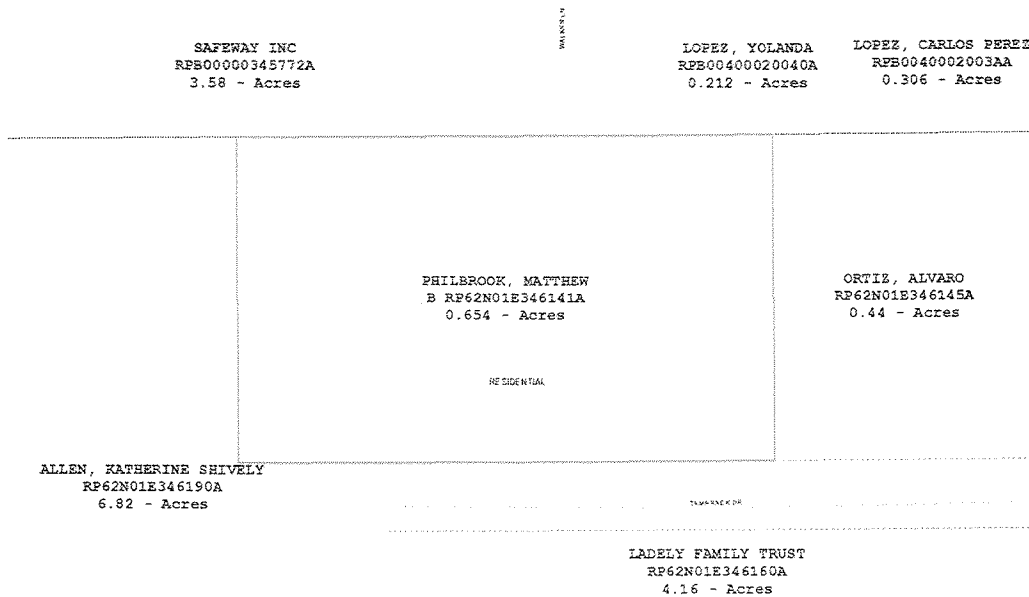
7.7.7. Whether specific concerns aired through the public hearing process have validity and whether those concerns can be adequately addressed.

7.7.8. Whether the use proposed would constitute a public nuisance, impose undue adverse impact to established surrounding land uses or infringe on the property rights of surrounding property owners, and whether terms or conditions could be imposed adequate to mitigate those effects.

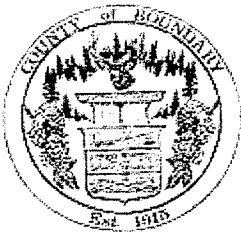
7.7.9. Whether the use proposed would unfairly burden Boundary County taxpayers with costs not offset by the potential benefits of the proposed use.



Map



Deciding Body	P&Z	Type Hearing	Quasi-Judicial	Application Fee	\$90.00
Record of Public Hearing				Rect No.	27726
P&Z	Date Published	8/31/2017	Application Issued	<input type="radio"/> Yes <input type="radio"/> No	Issue Date
	Notices Mailed		Conditions		
	Property Posted		Approval here grants approval to application 17-138, Residential Placement Permit.		
	Public Hearing Date	9/21/2017	Outcome		
Board	Date Published		Outcome		
	Notices Mailed				
	Property Posted				
	Public Hearing Date				
	Outcome				



Boundary County, Idaho
Planning & Zoning
Conditional Use Permit Application

17-139
27726

Name: Matt Philbrook Date: 8/23/17

Mailing Address: P.O. Box 91 Phone: 208-301-2827
Bonners Ferry ID 83805

Property Owner: Same

Owner Address: Phone:

Interest Owner: Same Relationship:

Interest Address: Phone:

Parcel Number: RD62N01E34G14A Acres: 0.65 AC

Business Type: [] Service [] Retail [] Wholesale [] Manufacturing [X] Other

Construction Type: [X] Frame [] Mobile [] Modular [] Other

SqFt [9870] Height [26'] Max Occupancy [] Primary Days of Operation []

Vehicle traffic per day: [] Employee [] Service [] Customer

Access & Parking: Parking on site with private road access

Signage: none

Utilities: Well [] Water [city BF] Sewer: BF [X] Septic [] Elec: NLI [X] BF []

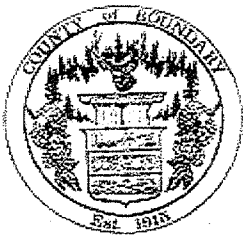
Construction dates: Start [9/20/17] End [4/20/18] Fire Protection: county

Signature of others with financial interest: Matt Philbrook

Property Owner's Signature: Matt Philbrook

Turn to Page 2

Submit with \$90 non-refundable fee to: Boundary County, Idaho Planning & Zoning
6452 Kootenai Street Room 16 | PO Box 419
Bonners Ferry, ID 83805 | 208 267-7212
Fax 208 267-7814



Boundary County, Idaho
Planning & Zoning
Conditional Use Permit Application
Page 2

Information necessary for the application. If not applicable, enter 'NA', else 'v'.

Attached* find site plan and documentation demonstrating proposed use.

Applicable Ordinance provisions: Section _____ Reference _____

Land Use requirements: multi family complex

Sufficient land area Yes No

Effect on surrounding property or use Yes No

Development timing: Daily hours 8 Week Days 5

Identify similar uses within the zone: There is an existing
plex on this property

What are the potential benefits to the community offered by the proposed use

Affordable housing within walking distance to
stores and schools for retired and school based families
Best Use of Area

The Planning & Zoning Commission will also consider, at minimum:

Whether there are concerns that may be raised by other county departments, other agencies or by the providers of public services including, but not limited to Road & Bridge, utilities, fire protection, EMT and Panhandle Health; the infringement of property rights of surrounding land owners; whether there are taxpayer costs not offset by the potential benefits of the proposed use.

* Attach maps and drawings no larger than 11*17, sufficient to clearly depict the location of property lines, footprints of existing and proposed structures (to include distances from property lines), right of way, ingress/egress routes, parking areas, signage, and outdoor storage, work or holding area.

Submit with \$90 non-refundable fee to: Boundary County, Idaho Planning & Zoning
6452 Kootenai Street Room 16 | PO Box 419
Bonnerr Ferry, ID 83805 | 208 267-7212
Fax 208 267-7814

Boundary County Assessor

RPB00400020050A
JOHNSTON,
KEVIN M

RPB00000345772A
SAFEWAY INC

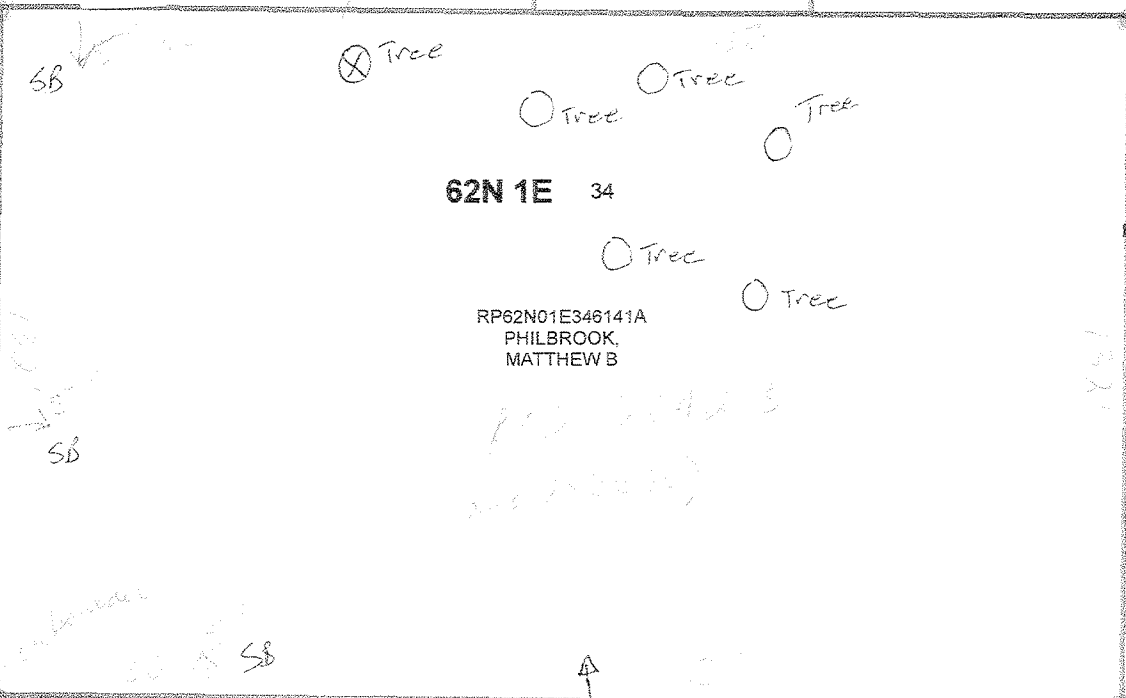
WALKER LN

Badger Block
Subdivision

RPB00400020040A
LOPEZ, YOLANDA

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62N 1E 34

RP62N01E346145A
ORTIZ, ALVARO

RP62N01E346141A
PHILBROOK,
MATTHEW B

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Handwritten: 14 97

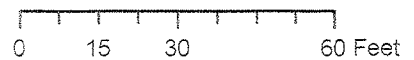
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ACCESS

TAMARACK DR

RP62N01E346190A
ALLEN, KATHERINE
SHIVELY

RP62N01E346160A
LADELY FAMILY
TRUST



This map is provided for informational purposes only. Every effort has been made to ensure accuracy and completeness. This county will in no way be held responsible for any errors or omissions and assumes no responsibility for providing updates or corrections.

Boundary County Assessor

RPB00400020050A
JOHNSTON,
KEVIN M

RPB00000345772A
SAFEWAY INC

Badger Block
SUBDIVISION

RPB00400020040A
LOPEZ, YOLANDA

62N 1E 34

RP62N01E346145A
ORTIZ, ALVARO

RP62N01E346141A
PHILBROOK,
MATTHEW B

14511
Additional
Parking

Access

TAMARACK DR

RP62N01E346190A
ALLEN, KATHERINE
SHIVELY

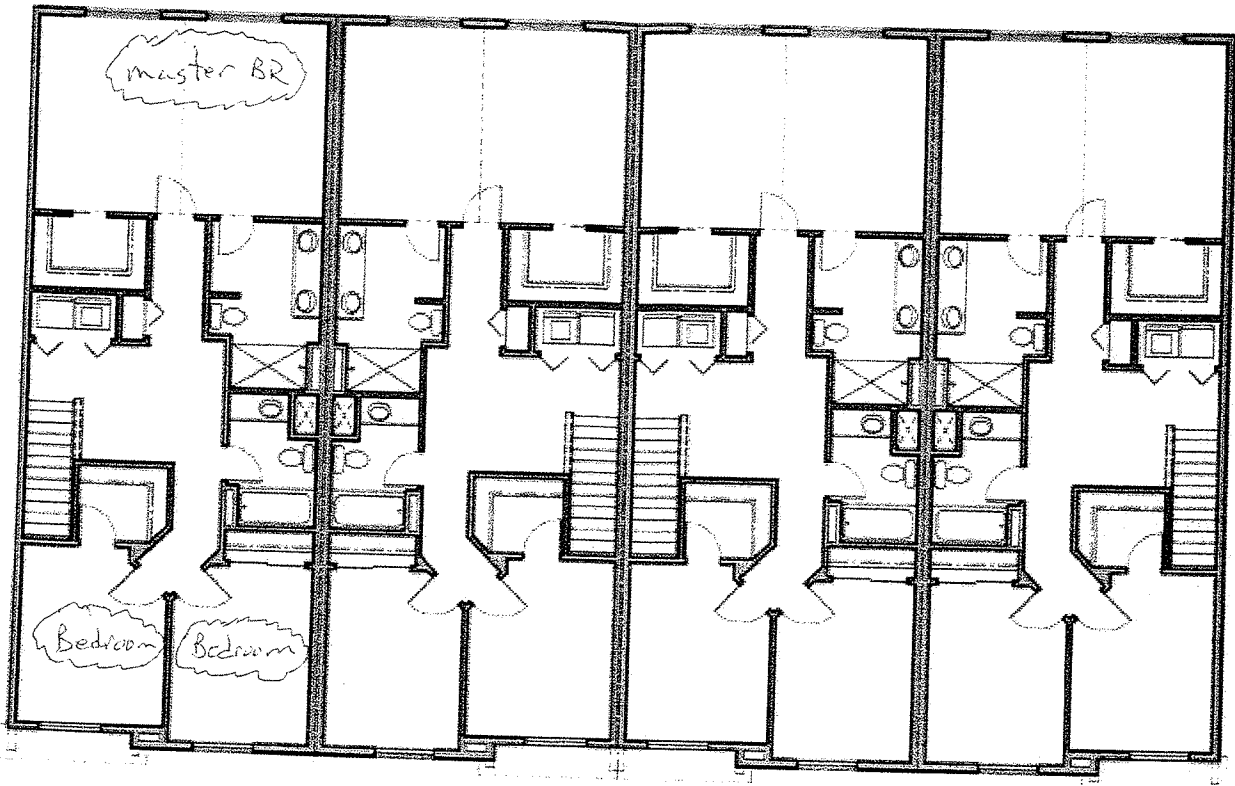
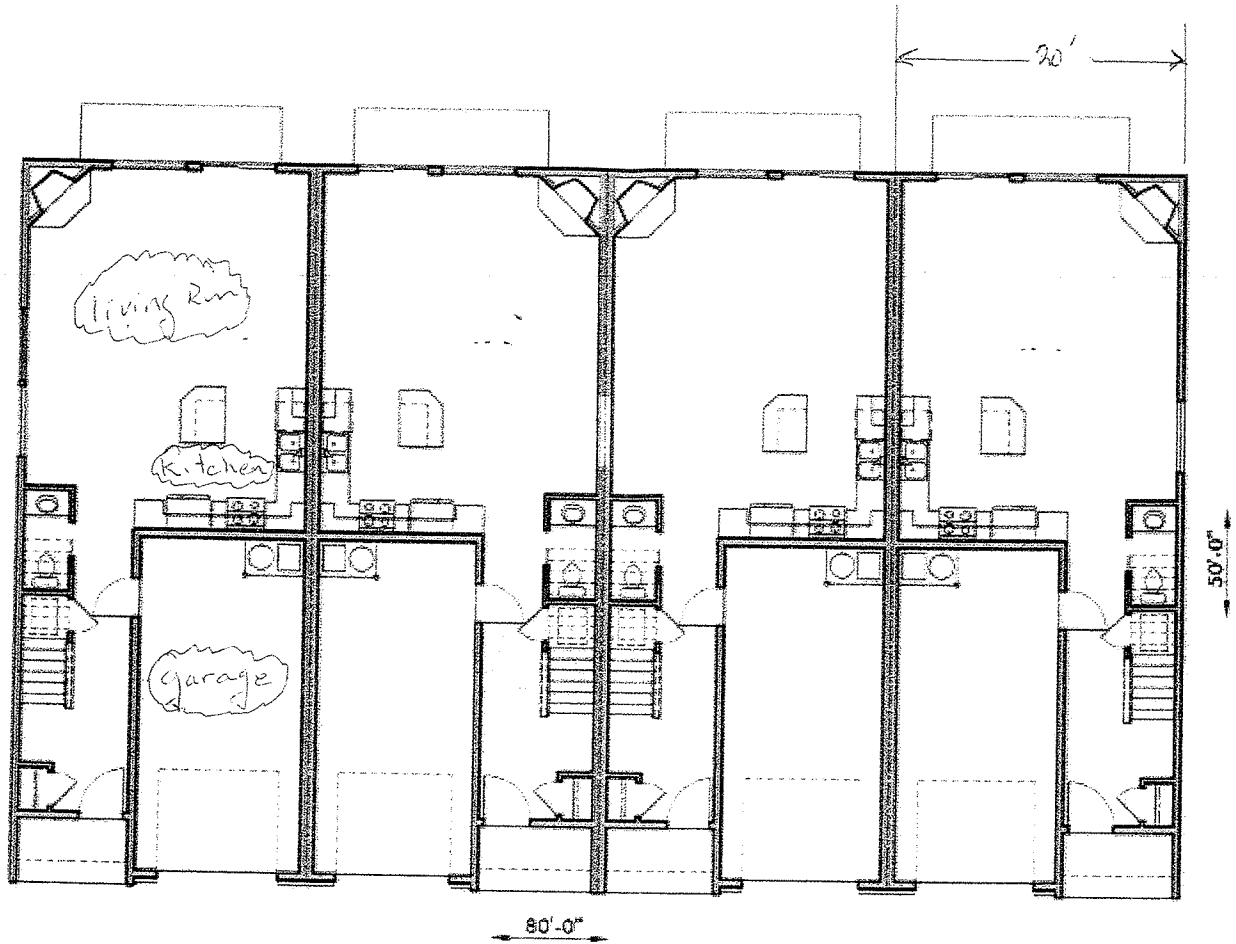
RP62N01E346160A
LADELY FAMILY
TRUST



This map is provided for informational purposes only. Every effort has been made to ensure accuracy and completeness. This county will in no way be held responsible for any errors or omissions and assumes no responsibility for providing updates or corrections.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
0 15 30 60 Feet

Proposed Ce-plex



7.6.2. Administrator, Staff Analysis:

7.6.2.1. Summarize the development and use proposed.

Place a multi-plex structure on a parcel **in addition to a similar structure**

7.6.2.2. Establish the specifics of the site on which the use is proposed, to include:

parcel number: RP62N01E346141A

legal description: Tax 18 SEC 34 T62N R1E

parcel size: 0.654

zone district designation: Residential

surrounding zone district designation: Residential, City of Bonners Ferry

surrounding land uses: residences, commercial (city)

ingress/egress: Private road (Tamarack Drive) not maintained by County

7.6.2.3. Identify all overlay zones, hazardous areas or special sites that might be affected by the proposed use.

Closest **Overlay** consideration: **Bonners Ferry Area of Impact**

7.6.2.4. Cite comprehensive plan considerations.

11. HOUSING

11.1. INTRODUCTION: Housing development in Boundary County has traditionally been limited to a small portion of Boundary County's land mass...Residential development in Boundary County has long been minimally regulated and no construction standards additional to those required by the state and federal governments have been imposed by the county.

11.5. HOUSING NEEDS: Based on study of data from the population component, it is clear that population in Boundary County is both growing and aging. This is reflected in the fact that the great majority of those making application for zoning certificates are people who have reached or are nearing retirement age, while very few applicants have been in the 20-30 age group.

11.6. AFFORDABLE HOUSING: With the rising costs of home construction, combined with increasing land prices, it is reasonable to assume that the affordability of a home will continue to be dependent upon parcel size, with those areas allowing increased residential density offering the most affordable housing.

13. Land Use

13.2.5. Housing: Determining suitable density for residential development is tied to the ability to serve future residents adequately with water, septic, fire protection, schools, law enforcement and roads as well as the avoidance of hazardous and sensitive areas. Issues heavily discussed during community workshops to develop this Comprehensive Plan included maintaining the rural character of the community, preserving an individual's right to build the home that best suits their family's circumstance and need, maintaining water availability and quality, and the desire to focus higher development density into those areas where the infrastructure is currently in place so that expansion can keep ahead of expected growth at minimal cost to the taxpayer. In addition, it was determined that costs of providing infrastructure necessary to a proposed

improvement should be borne by the developer, which will require the **establishment of certain minimal standards to be required as conditions of approval; to include but not limited to** standards for roads, utility placement and installation, and fire protection. Minimum parcel sizes within high-density zone districts should be dependent on the level of service available, especially water and/or sewer service. Where one or both is available, a higher density could be allowed; where neither is available a minimum parcel size of no less than 2 ½ acres should be maintained so as to adequately accommodate both a well and a septic system on a single parcel. **It is recognized that the only factor in the provision of affordable housing exercised by the county is in the establishment of minimum lot sizes through land use zoning laws.**

7.6.2.5. Cite provisions of this ordinance applicable to the specifics of the proposal, to include standards applicable to the use proposed.

2.55. Residential: A primary structure or structures on a single lot or parcel designed for habitation and occupancy by an individual or family to include, at minimum, sleeping quarters, lavatory and kitchen facilities, as well as accessory structures incidental to residential use, such as a garage, shed, barn, noncommercial workshop or accessory dwelling unit, as follows:

2.55.1. Single Family Residential: One primary residential structure designed for occupation by one individual or family.

2.55.2. Duplex Residential: A single primary residential structure consisting of two residential units.

2.55.3. Multi-Family Residential: A single primary residential structure consisting of three or more residential units.

****2.55.4. Multi-Structure Residential:** More than one primary residential structure, whether single family, duplex or multi-family, on a single parcel or lot.

15.12. RESIDENTIAL

15.12.1. Density:

15.12.1.1. Where both community water and sewer service is available:
¼ acre.

15.12.2. Structure Setbacks: 20-feet from a road, side or back yard, 5-feet.

15.12.5. Conditional Uses:

****15.12.5.7.** Multi-family or multi-structural residential.

7.6.2.6. Cite precedents that might be applicable to the specifics of the proposal.

Special Use Permit issued August 12 2005, Subject to the following terms and conditions:

That two additional parking spaces be developed in addition to those depicted on the site plan, and that no further residential development on this parcel shall be allowed.

**Boundary County, Idaho
SPECIAL USE
PERMIT**

SUP # 05-04

This is to certify that

Matthew B. Philbrook

**Have met the requirements of the
Boundary County Zoning and Subdivision Ordinance
to allow special use of real property located at:**

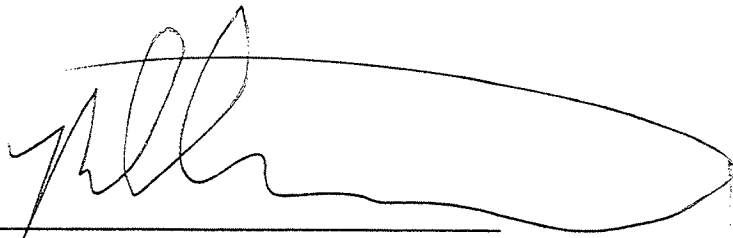
RP62N01E346141A

To wit:

to build a four-unit complex (FourPlex) as rentals for residential living on a .640-acre parcel located on Tamarack Lane south of the Bonners Ferry City Limits. The proposed structure will be 80'x32'x32' with estimated daily traffic between 4 and 8. A walking trail will be established from the fourplex to Boundary Trading Co. from Walker Lane to reduce vehicle travel. Hedges or fence will be installed on the east side of the property for privacy and noise abatement. This complex will be a pet free facility.

Subject to the following terms and conditions:

That two additional parking spaces be developed in addition to those depicted on the site plan, and that no further residential development on this parcel shall be allowed.



Mike Weland
Zoning Administrator

Issued: 8/12/05

This special use permit shall be deemed to run with the land on which it is attached, and shall remain the valid controlling plan for the above-referenced parcel for the duration of the use hereon described. Should the use not be established within twenty four (24) months of the date of issuance, this permit shall be deemed to lapse. This Special Use Permit shall not be changed or amended except by application for a new Special Use Permit. This permit does not waive additional permit requirements established by the Boundary County Zoning and Subdivision Ordinance nor from any applicable state or federal law.

As amended staff 05/15/06

Boundary County Ordinance No. 2006-3

City of Bonners Ferry Ordinance No. 499

AREA OF IMPACT AGREEMENT – CITY OF BONNERS FERRY

AN ORDINANCE DEFINING AND ESTABLISHING A GEOGRAPHICAL AREA OF CITY IMPACT FOR THE CITY OF BONNERS FERRY, IDAHO, IDENTIFYING THE COMPREHENSIVE PLAN THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF CITY IMPACT; IDENTIFYING THE SUBDIVISION AND ZONING ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF CITY IMPACT; IDENTIFYING METHODS AND PROCEDURES FOR APPLICATION, ADMINISTRATION AND ENFORCEMENT OF THE COMPREHENSIVE PLAN AND ORDINANCES THAT SHALL APPLY WITHIN THE ESTABLISHED AREA OF CITY IMPACT; AND ESTABLISHING AN EFFECTIVE DATE PURSUANT TO SECTION 67-6526, IDAHO CODE.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE COUNCIL OF THE CITY OF BONNERS FERRY, IDAHO, COUNTY OF BOUNDARY, STATE OF IDAHO, AND;

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS, BOUNDARY COUNTY, STATE OF IDAHO.

Section 1: Legislative Purpose: The purpose for establishing an Area of City Impact is to identify a logical urban fringe area adjoining the City of Bonners Ferry, Idaho. The urban fringe area is realizing, or will realize, growth and development that must be planned and managed in an orderly fashion. The Area of City Impact recognizes trade area, geographic factors and the potential delivery of public services as being associated with the City of Bonners Ferry and comprised of areas that may reasonably be annexed to the City in the near and distant future.

Section 2: Geographic Area of City Impact: The officially adopted and agreed upon “Area of City Impact for Bonners Ferry, Idaho,” is established by this ordinance and is set forth herein on the attached map entitled Area of City Impact Map for the City of Bonners Ferry, Idaho dated 5-23-06, and marked Exhibit A.

Section 3: Comprehensive Plan: The Comprehensive Plan and subsequent amendments as officially adopted by the County of Boundary, Idaho, shall apply to the Area of City Impact within the unincorporated area of Boundary County, Idaho. Upon the adoption of this Ordinance both the City of Bonners Ferry and Boundary County shall amend their Comprehensive Plans to be consistent with this agreement, if required.

Section 4: Subdivision Ordinance: The Subdivision Ordinance and subsequent amendments thereto as officially adopted by Boundary County, Idaho, shall apply to the Area of City Impact within the unincorporated area of Boundary County, Idaho. The Subdivision Ordinance of Boundary County shall also prevail over any City of Bonners Ferry ordinances pertaining to the division of original parcels of record, plat amendments, lot line adjustments, minor subdivisions, short plats or administrative lot splits.

Section 5: Zoning Ordinance: The Zoning Ordinance, Zoning Map and subsequent amendments thereto as officially adopted by Boundary County shall apply to the Area of City Impact within the unincorporated area of Boundary County, Idaho.

Section 6: Code and Ordinance Administration:

1. Boundary County shall be responsible for the administration of the County's ordinances listed in Section 3, 4 and 5, and shall receive all permit fees for inspection performed to recapture direct costs for inspections, administration, legal publications and other costs arising from the process. Appeal and hearing procedures shall follow those adopted by Boundary County presently and in the future.
2. Amendments to the Boundary County Comprehensive Plan, requests for preliminary and final plats or the vacation thereof and requests for zone changes, special use permits and/or conditional use permits involving property located in the Area of City Impact within the unincorporated area of Boundary County being proposed for non-agricultural development of any type shall be submitted to the City of Bonners Ferry for review and recommendation by the City Council.
 Review and approval recommendation by the City Council shall be in addition to county approval and shall be based upon standards for review as set forth under Title 67 and Title 50, Idaho Code. In granting a recommendation of approval, the City Council shall have the right to suggest terms and conditions pertinent to the permit under consideration.
3. The authority to enter into and execute development agreements with a subdivider and to accept required bonding or other forms of security to guarantee construction of required street and/or utility improvements involving plats located within the Area of City Impact within the unincorporated area of Boundary County shall rest with Boundary County.
4. Unless otherwise stipulated by written agreement, the maintenance of public streets, law enforcement and fire services within the Area of City Impact within the unincorporated area of Boundary County shall be the responsibility of Boundary County until such time as they are annexed by the City of Bonners Ferry pursuant to law.

Section 7: Enforcement: Enforcement of the Comprehensive Plan and land use ordinances within the Area of City Impact shall be as defined by Ordinance.

Section 8: Renegotiation: The Area of City Impact Agreement shall be reviewed by the City of Bonners Ferry and Boundary County at least once every ten years, and shall be renegotiated at any time upon the request of either party hereto. Renegotiation shall begin

sixty (60) days after written request by either the City or County, and shall follow procedures for the original negotiations as set forth in Idaho Code, Section 67-6526.

Section 9: Effective Date: This Ordinance shall be in full force and effect from and after its passage by both the City of Bonners Ferry and the County of Boundary as required by law.

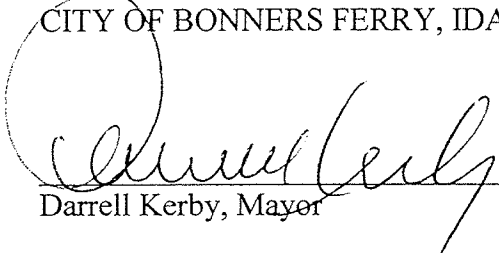
Section 10: Repeal and Severability: Upon the passage, publication and effective date of this ordinance by both the City and the County all preceding ordinances of the City and the County in conflict with the provisions of this ordinance shall be and are repealed.

It is further provided that in the event any provision of this ordinance shall be deemed unconstitutional in violation of law, or unenforceable, that provision shall be deemed stricken and the remaining provisions shall remain in full force and effect.

APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF BONNERS FERRY this 23rd day of May, 2006.

CITY OF BONNERS FERRY, IDAHO

ATTEST:



Darrell Kerby, Mayor

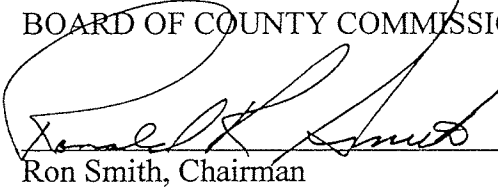


Kris Larson, City Clerk

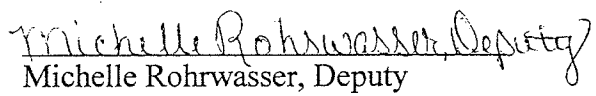
APPROVED BY THE COMMISSIONERS OF THE COUNTY OF BOUNDARY this 15th day of MAY, 2006.

COUNTY OF BOUNDARY
BOARD OF COUNTY COMMISSIONERS

ATTEST:



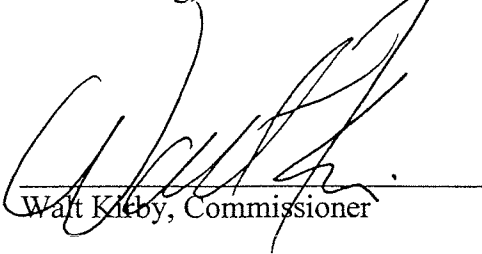
Ron Smith, Chairman




Michelle Rohrwasser, Deputy
Clerk of the Board of County
Commissioners



Dan Dinning, Commissioner



Walt Kirby, Commissioner


SEAL
STATE OF IDAHO }
COUNTY OF BOUNDARY } SS.
Commissioners
at 2:55 p.m.
Glenda Poston
County Recorder
By Deputy

Area of Impact Agreement

Fee \$ 0
Mail to File County Clerk

**CITY OF BONNERS FERRY SEWER FUND
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *July, 2017*

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$30,967	\$300,325		1,003
2 Commercial - small	\$19,204	\$183,681		204
3 Commercial - large	\$11,501	\$112,163		70
4 Interdepartmental	\$30	\$285		1
5 Wholesale				
6 Industrial	\$59	\$569		2
7 Pumping & Drainage				
8				
9 Total (1 thru 7)	\$61,761	\$597,023	0	1,280
OTHER REVENUES				
10 Junk or Salvage Sold				
11 Flusher Truck Rental		\$1,529		
12 Misc. Sewer Revenue		\$105		
13 Connect Fees	\$30	\$3,606		
14 Grant Revenue				
15 Total Misc. Revenue (10 thru 14)	\$30	\$5,240		\$57,000
16 Total Operating Revenue (9 + 15)	\$61,791	\$602,263		
OPERATING EXPENSES				
17 Pumping & Lift	\$1,283	\$36,045		\$426,340
18 Treatment	\$35,323	\$175,007		\$175,923
19 Dredging	\$2,344	\$12,138		
20 Transmission		\$4,336		\$149
21 Distribution	\$1,914	\$27,435		\$149
22 Collection				(\$5,560)
23 Operation Lines		\$1,834		
24 Maintenance of Lines		\$117		
25 Structure Maintenance		\$648		
26 Customer Service				
27 Customer Accounting	\$181	\$1,522		
28 Rolling Equipment	\$1,079	\$14,117		
29 General & Administrative	\$16,586	\$65,968		
30 General Property Maintenance		\$60		\$0
31 Total Operating Expenses(17 thru 30)	\$58,710	\$339,227		(\$5,560)
INCOME STATEMENT				
			This Month	Year to Date
1. Total operating Revenue (line 15)			\$61,791	\$602,263
2. Operating revenue deductions:				
3. Total operating expenses (line 28)			\$58,710	\$339,227
4. Depreciation			\$5,700	\$57,000
5. Amortization			\$3,090	\$30,113
6. Taxes (General Fund Transfer)				
7. Tax equivalents (Interest to General Fund)				
8. Total operating revenue deductions(3 thru 7)			\$67,500	\$426,340
9. Operating Income (1 minus 8)			(\$5,709)	\$175,923
OTHER INCOME				
10. Interest			\$149	\$1,124
11. Misc. Non-operating revenue (net)				\$161
12. Total other income (10 + 11)			\$149	\$1,285
13. Gross Income (9 + 12)			(\$5,560)	\$177,208
14. Interest on long term debt				
15. Interest on investment of municipality				
16. Miscellaneous income deductions				
17. Total Income deductions (14 thru 16)			\$0	\$0
18. Net Income (13 minus 17)			(\$5,560)	\$177,208

**CITY OF BONNERS FERRY WATER FUND
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: **JULY, 2017**

	DOLLARS		Cubic Feet Sold		# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	
SALES					
1 Residential	\$68,297	\$542,743	1,765,923	7,375,711	1,085
2 Commercial - small	\$32,694	\$225,892	852,056	3,886,554	218
3 Commercial - large	\$16,854	\$130,908	442,054	2,570,229	81
4 Interdepartmental	\$1,225	\$5,296	35,927	112,773	6
5 Wholesale					
6 Industrial	\$361	\$3,551			2
7 Pumping & Drainage	\$81	\$796			1
8 Total (1 thru 7)	\$119,512	\$909,186	3,095,960	13,945,267	1,393
OTHER REVENUES					
9 Bulk Water Sales	\$200	\$500			
10 Coin Op Sales	\$200	\$1,096			
11 Misc. Water Revenue	\$862	\$862			
13 Connect Fees	\$60	\$14,966			
14 Grant Revenue					
15 Total Misc. Revenue (9 thru 14)	\$1,322	\$17,424		\$28,670	\$286,700
16 Total Operating Revenue (8 + 15)	\$120,834	\$926,610			
OPERATING EXPENSES					
17 Source of Supply	\$101	\$10,457			
18 Pumping	\$553	\$10,177			
19 Treatment	\$12,726	\$161,236			
20 Transmission	\$135	\$2,190			\$109
21 Distribution	\$4,902	\$56,071			\$109
22 Line Operation/Maintenance	\$993	\$18,366			\$109
23 Meter Maintenance/Reading	\$1,359	\$7,747			\$36,051
24 Structure Maintenance		\$2,849			
25 Customer Service					
26 Customer Accounting	\$1,936	\$15,414			\$59,914
27 Rolling Equipment	\$2,748	\$15,515			
28 General & Administrative	\$24,686	\$172,814			
29 Conservation					
30 General Property Maintenance	\$41	\$7,324			
31 Total Operating Expenses(17 thru 28)	\$50,180	\$480,160			\$0
INCOME STATEMENT					
			This Month	Year to Date	
1. Total operating Revenue (line 16)			\$120,834	\$926,610	
2. Operating revenue deductions:					
3. Total operating expenses (line 29)			\$50,180	\$480,160	
4. Depreciation				\$28,670	\$286,700
5. Amortization					
6. Taxes (General Fund Transfer)				\$6,042	\$46,331
7. Tax equivalents (Interest to General Fund)					
8. Total operating revenue deductions(3 thru 7)			\$84,892	\$813,191	\$813,191
9. Operating Income (1 minus 8)			\$35,942	\$113,419	\$113,419
OTHER INCOME					
10. Interest			\$109	\$109	\$1,015
11. Misc. Non-operating revenue (net)					\$179,415
12. Total other income (10 + 11)			\$109	\$109	\$180,430
13. Gross Income (9 + 12)			\$36,051	\$36,051	\$293,849
14. Interest on long term debt					\$59,914
15. Interest on investment of municipality					
16. Miscellaneous income deductions					
17. Total Income deductions (14 thru 16)			\$0	\$0	\$59,914
18. Net Income (13 minus 17)			\$36,051	\$36,051	\$233,935

**CITY OF BONNERS FERRY ELECTRIC FUND
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *July, 2017*

	ENERGY SALES		DOLLARS		KWH SOLD		Year to Date	# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	This Month	Year to Date		
1 Residential & Farm	\$107,495	\$1,593,702	1,406,503	22,961,040	2,005			
2 Residential Seasonal								
3 Commercial - small (50 KVA or less)	\$38,703	\$445,122	552,178	6,541,181	461			
4 Commercial - large (over 50 KVA)	\$75,599	\$850,199	1,204,292	13,747,634	188			
5 Industrial	\$90,212	\$972,390	1,731,413	18,792,030	12			
6 Irrigation and/or drainage pumping	\$1,201	\$26,583	14,628	338,785	7			
7 Public Street Lighting	\$2,450	\$24,418			3			
8 Interdepartmental	\$4,300	\$47,601	67,149	702,896	27			
9 Self Consumed	\$231	\$2,545	2,928	33,343	3			
10								
11								
12 Total (1 thru 11)	\$320,191	\$3,962,560	4,979,091	63,116,909	2,706			
OTHER REVENUES								
13 Pole Use	\$0	\$7,843						
14 Connects	\$860	\$10,688						
15 Conservation		\$9,279						
16 Misc. Electric Revenue	\$6,768	\$9,226						
17 Total Misc. Revenue (13 thru 15)	\$7,628	\$37,036						
18 Total Operating Revenue (12 + 16)	\$327,819	\$3,999,596						
OPERATING EXPENSES								
19 Generation	\$28,896	\$226,890						
20 Power Purchases - BPA	\$150,506	\$1,877,317						
21 Power Purchases - Other								
22 Maintenance - General Property	\$2,672	\$47,317						
23 Conservation		\$5,318						
24 Customer's Srvc & Record	\$4,143	\$37,827						
25 Total Ops & Treatment Expense								
26 Administrative and General	\$41,196	\$522,927						
27 Transmission	\$6,571	\$35,120						
28 Distribution	\$25,369	\$363,112						
29 Rolling Equipment	\$3,566	\$45,720						
30 Total Operating Expenses(19 thru 29)	\$262,919	\$3,161,548						
INCOME STATEMENT								
			1. Total operating Revenue (line 18)					
			2. Operating revenue deductions:					
			3. Total operating expenses (line 30)	\$262,919	\$3,161,548			
			4. Depreciation	\$40,235	\$402,350			
			5. Amortization					
			6. Taxes (transfer to General Fund)	\$16,391	\$204,532			
			7. Tax equivalents (interest to General Fund)	\$2,379	\$27,890			
			8. Total operating revenue deductions(3 thru 7)	\$321,924	\$3,796,320			
			9. Operating Income (1 minus 8)	\$5,895	\$203,276			
OTHER INCOME								
			10. Interest	\$2,379	\$27,890			
			11. Misc. Non-operating revenue (net)	\$2,379	\$87,520			
			13. Gross Income (9 + 12)	\$8,274	\$290,796			
			14. Interest on long term debt		\$18,031			
			15. Interest on investment of municipality	\$2,603	\$26,027			
			16. BPA Revenues					
			17. BPA Expenditures					
			18. Miscellaneous income deductions					
			19. Total Income deductions (14 thru 18)	\$2,603	\$44,058			
			20. Net Income (13 minus 19)	\$5,671	\$246,738			

Notice of Public Hearing on Proposed Grant Activities

The City of Bonners Ferry is submitting a proposal to the Idaho Department of Commerce for an Idaho Community Development Block Grant (ICDBG) in the amount up to \$100,000. The proposed project is to make necessary repairs to the stem walls, walkway/patio, bath house and pathways of the municipal swimming pool and park for the safety of our patrons. The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, how ICDBG funds will benefit low and moderate-income persons, and location of the proposed project. The application, related documents, and ICDBG Application Handbook will be available for review.

The hearing has been scheduled for Tuesday, September 12, 2017 at 6:00 PM, Bonners Ferry City Council Chambers, Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho. Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available, upon request, five (5) days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact Kris Larson, City Clerk at 208-267-3105.

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

This Notice can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

Al ser solicitada, ésta notificación puede ser proveída en un formato fácil de usar para personas con discapacidad y/o personas con conocimientos limitados del Inglés.

Publish: August 31, 2017

Dave Kramer
PO Box 122
Naples, Idaho 83847
Kramer@meadowcrk.com

August 27, 2017

Mayor and Bonners Ferry Council
PO Box 149
Bonners Ferry, Idaho 83805

RE: Naming Northside park area after Dean Satchwell

Dear Mayor Sims and Council,

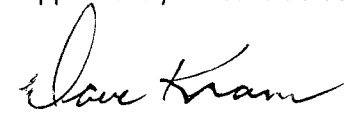
With the recent passing of Dean Satchwell I am requesting that the City give consideration to naming the Northside park area located below Satchwell's former residence as "Dean Satchwell Memorial Park".

Dean and Janet were both very active in our community and well respected. Dean worked for many years with the City, and they served on the City Traffic Safety Committee. In addition to their involvement with the City, Dean was responsible for bringing the idea to Rotary for the annual Rotary Bike Ride, which has been a huge success over the years.

Dean was always helping and giving, and set the example of how others should get involved in the community in which they live. Dean and Janet lived for many years at the top of the City park just above Chinook street and US 95. They both helped maintain areas of the park while living next to it making sure that it was always a well-cared for area.

Dean passed away a week ago after a long battle with cancer, and to dedicate this park in memory of his name and those that are fighting cancer would be a great tribute to a man that has served this community so well.

I appreciate your consideration,


Dave Kramer