

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

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

### **Vision Statement**

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

## **AGENDA CITY COUNCIL MEETING Bonnors Ferry City Hall 7232 Main Street 267-3105 October 3, 2017 7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **GUESTS**

### **PUBLIC 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 September 19, 2017 Council Meeting Minutes and September 19, 2017 Special Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – Discuss Submission of National Realtors Grant (attachment)
6. City – Authorize Mayor to Sign Contract with Lisa Ailport (attachment)
7. Water/Sewer – Discuss Service Area (attachment)
8. City – Consider Amendment to Billing Policy Security Deposits (attachment)
9. City – Authorize Mayor to Sign Attorney Employment Contract with Andrakay Pluid (attachment)
10. City – Authorize Mayor to Sign Audit Engagement Letter for Fiscal Year 2017 (attachment)
11. City – Authorize Mayor to Sign Boundary County Dispatch Agreement for Fiscal Year 2018 (attachment)

12. City – Authorize Mayor to Sign Computer Arts Contract (attachment)
13. Water/Sewer – Accept Resignation from Joe Higgins (attachment)
14. City – First Reading of Ordinance Repealing and Replacing City Code Title 3, Chapter 4, Pertaining to Door to Door Solicitation and Sales in City of Bonners Ferry (attachment)
15. City – Discuss and Approve Idaho Department of Transportation Maintenance Agreement for Highway US-95 (attachment)
16. City – Approve Catering Permit for Mugsy's Tavern and Grill for the Victim's Advocate Fundraiser at the Fairground on October 21, 2017 (attachment)
17. City – Discuss Memorial Park

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

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

#### **ADJOURNMENT**

#### **INFORMATION**

18. City – PRIMA Training in Coeur d'Alene on November 1, 2017 (attachment)
19. City – 2017 Fallen Firefighters Memorial on October 8, 2017
20. Electric/Water/Sewer – Profit Loss Reports (attachment)

**NATIONAL ASSOCIATION OF REALTORS®**  
**Smart Growth Action Grant Application**  
**2017 Level 2 Application**

**Purpose:** To provide seed funding to enable a state or local association to make the initial efforts to engage local land use public policy issues with other stakeholders and/or elected officials. Such projects should lead to development guided by smart growth principles.

Please check the box of the application deadline for which you are applying.

<input type="checkbox"/> January 15	<input type="checkbox"/> February 15	<input type="checkbox"/> March 15	<input type="checkbox"/> April 15
<input type="checkbox"/> May 15	<input type="checkbox"/> June 15	<input type="checkbox"/> July 15	<input type="checkbox"/> August 15
<input type="checkbox"/> September 15	<input checked="" type="checkbox"/> October 15		

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*(Note: Fields will expand as you type)*

Date: October 11, 2017

Amount requested (Max \$5,000): \$5,000

Association name: Selkirk Association of Realtors

Number of Members: 221

Address: 325 S Marion Avenue

City/State/Zip: Sandpoint, ID 83864

**Application Contact Information:**

Name: Laura Hull

Phone: (208) 922-6171

E-mail: laura@premioservices.com

**Association AE Contact Information (if different from above):**

Name: Stephanie Rief

Phone: 208-265-2227

E-mail: stephanie@selkirkaor.com

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Please visit [www.realtoractioncenter.com/sgrants](http://www.realtoractioncenter.com/sgrants) to review the full list of grant regulations and funding criteria.

**1. Dates of Activity, if Applicable:** Anticipated November 2017 - June 2018

*Note: NAR will not consider applications for activities that have already taken place or that will occur before applications are reviewed and processed, which takes **approximately six weeks** from the submission deadline.*

**2. Describe the land use/transportation/growth issue(s) with which your association is engaging. Why this issue is of concern to the association?**

Bonnors Ferry is currently challenged with accomodating population growth by while preserving the very quality of life that attracts people to this part of Idaho to begin with. The City of Bonnors Ferry is currently updating a series of foundational planning tools aimed at encouraging growth in a compact,

walkable community. These tools include a Comprehensive Plan and Transportation Plan, both focused on roadways. As part of that effort the City would like to incorporate pedestrian and bicycle transportation solutions into the new transportation plan. A strong and established partner, Idaho Smart Growth (ISG) proposes to develop a separate network plan for walking and biking which will be integrated into the roadway transportation planning effort. Furthermore, Boundary County has recently been awarded a separate coordinating grant to build a bicycle route from Bonners Ferry City limits to the nearby wildlife refuge. Bonners Ferry recently completed a series of safe routes to school improvements with a Transportation Alternatives Panel (TAP) grant they received. The Idaho Transportation Department (ITD) is also planning significant walking/biking improvements as part of a project to rebuild a portion of Highway 95. All of these efforts will be considered in the pedestrian and bicycle network plan.

ISG has provided community assistance to over 20 Idaho communities developing pedestrian and bicycle action plans and wayfinding and is currently under contract to assist Bonners Ferry with an update of their Comprehensive Plan. In 2015 Bonners Ferry received technical assistance from New Mobility West to determine design alternatives for the Highway 95 corridor (where the ITD project is planned) in Bonners Ferry to better serve local traffic and pedestrian/bicycle use alongside highway users. ISG was a project team member for New Mobility West which included a partial network assessment for pedestrians and bicyclists and identified growing bicycle/pedestrian network demands and opportunities in Bonners Ferry. In addition, Bonners Ferry is the recipient of a High-Five Community Transformation grant from the Blue Cross Foundation of Idaho for projects aimed at improving the health of youth in the areas of physical activity and access to healthy, affordable foods. Encouraging pedestrian and bicycle use with a comprehensive pedestrian/bicycle network with low-stress routes, improved facilities and wayfinding is integrally important to that grant purpose.

Walkable, connected and compact neighborhoods are becoming a benchmark nationwide for both residential and commercial real estate decisions. The members of the Selkirk Association of Realtors (SAR) are committed, responsible members of the Bonners Ferry community that share concerns about existing challenges and future planning. Concerns include preserving a healthy environment, better employment and educational opportunities and making this a great place to own a home and raise a family. SAR is committed to community development strategies that promote the wellness of our community as a whole as well as bring value to the real estate businesses of our members. This project is an opportunity to team up with local stakeholders and bring the Realtor voice to methods that address our growth challenges.

### **3. Describe proposed activity. Be specific about the details how this event will be executed.**

The City of Bonners Ferry seeks to develop a bicycle/pedestrian network plan that addressed the need to provide safe and convenient walking and biking routes for people ages 8 to 80. The plan must also respond to current walking/biking demand and encourage residents and visitors to bike and/or walk more. A complete plan will include routes in all parts of town, connections and safe crossings and access to destinations. Identification of network directional signage within and around Bonners Ferry will also serve as a foundation for future wayfinding. This plan is intended to improve access to active transportation options which have been shown to be beneficial to the health of participants and help stimulate economic development related to bike tourism. The plan will identify priorities and recommend implementation strategies that are realistic and affordable for the city as well as position Bonners Ferry to pursue other grant opportunities for larger projects which they cannot fully address on their own. (See additional details in #6, General Roadmap to Achieving Longterm Outcomes.)

### **4. How will the activity further smart growth-related land use public policies/development in your community? Please review the 10 Smart Growth Principles at the end of this application and describe how your project supports one or more of these principles.**

1. Mix land uses - Mixing land uses and walkable neighborhoods go hand in hand. Developing a network of connections to important destinations in Bonners Ferry improves access to those destinations and allows for smarter mixed use development around them.

2. Take advantage of compact building design - Compact development makes driving trips shorter, transit, walking and biking more convenient (encouraging a healthier lifestyle), protects the environment, lowers transportation costs and conserves energy. A robust walking and biking plan will encourage more compact development which in turn makes walking and biking easier and more attractive.

3. Create a range of housing opportunities and choices - The City has heard through public involvement and the local Bike and Pedestrian advocacy groups that it lacks opportunities for year round family recreational activities as well as non-motorized facilities. By planning for and improving our bike and pedestrian investments and the destinations (parks, trails etc) we are making our community more walkable and bikeable, as well as creating opportunity and purpose for improved housing in the City. Not everyone has the same housing wants or needs. Some citizens prefer the opportunity to walk and bike to daily destinations as well as to recreation, which may indicate a desire for a range of housing options including: single-family houses of various sizes, duplexes, accessory units and condominiums. By incentivizing those housing choices with appropriate transportation options, we allow people to work, shop and enjoy recreation close to where they live.

4. Create walkable neighborhoods - The plan will enhance both the walkability and bicycle usage through all parts of the City of Bonners Ferry creating neighborhoods that are safer for children who can walk or bike to school and are healthier for seniors who can get their daily exercise walking to a friend's home or a nearby restaurant.

5. Foster distinctive, attractive communities with a strong sense of place - Including community members in a full scope branding project from visioning to signage will create a cohesive, elegant visual identity for Bonner's Ferry, exhibiting design distinction amongst neighborhoods, adding aesthetic appeal and deepening a sense of place to residents and those who visit our city.

6. Preserve open space, farmland, natural beauty, and critical environmental areas - Bonners Ferry residents have expressed a deep value for the natural environment. Communities that care for the natural environment invest not only in the beauty that surrounds them but also preserve the very wealth and resources that will sustain their children and all future generations. By meeting the principles above (#1-5) to offer a mix of uses, compact development, walkable neighborhoods and a distinctive sense of place the city can concentrate utilities, roads and infrastructure, increase the value of in town real estate and limit sprawl. This offers great quality of life in the city and less pressure to expand outward thereby providing an opportunity to work towards preservation of farmlands, critical environments and valuable open spaces.

7. Strengthen and direct development towards existing communities - Increased connectivity via varied, safer and visually appealing routes will reinforce the identity of the existing community, enhance its livability and attract development to undeveloped areas.

8. Provide a variety of transportation choices - A separate network plan for walking and biking integrated into the roadway transportation planning effort will provide transportation choices in addition to driving

9. Make development decisions predictable, fair, and cost effective - The development of the Master Bike and Pedestrian plan will help forecast where future improvements or connections are necessary and where maybe less costly improvement can be accomplished. Currently, the City lacks both direction and forecasting where improvements are necessary and turns to a one-size-fits-all subdivision ordinance to address current needs. Development follows the path of least resistance so the development that is the most desirable should be the easiest to do. The Plan will help the City decide where to amend our policy standards and where to tighten them. This gives developers direction on where to develop or do improvements.

10. Encourage community and stakeholder collaboration in development decisions - Workgroup interviews, workshops, mapping outreach exercises, on site assessments, asset determination, draft plan review and participation in branding visioning are examples of how collaboration in development decisions is encouraged for community members and stakeholders.

**5. Is this project part of a larger long-term effort aimed at shaping your community's land use?**

As described in #2 and #3 above, Bonners Ferry seeks to address the need for safe and convenient walking and biking routes, respond accordingly to the current demand for walking and biking and encourage both residents and visitors to walk and bike more than drive. This Smart Growth grant request is the second of 3 for each of the phases of this project. Smart Growth level 2 grant request #3 will be submitted in January 2018.

**6. Describe the general roadmap to achieving the long-term outcomes, if known and/or applicable.**

The roadmap to achieving the goals of the updated transportation plan is divided into Phases and subsequent tasks. SAR's Smart Growth level 1 application submitted September 2017 referenced initial support of Phase 1. Phase 2, "Ongoing Communication and Planning, Draft Plan, On-Site Visit #2" is specific to this application for Smart Growth funding (see enclosed Phase Budget). Phase 2, Task 1 will include remote communication between staff and the workgroup via phone conference, email and other media as necessary. Communications will include:

- Reviewing data findings, policies, assessment(s) and site visits
- Sharing expertise and information on possible solutions; discuss/refine ideas to inform a plan draft

ISG will then utilize the information to produce a draft pedestrian and bicycle network action plan. The drafted plan will include routes, connections, strategies, locations for directional signage and destinations that should be signed, a written analysis of opportunities and challenges with solutions and a draft implementation strategy. The early draft will be vetted by community members to identify flaws or potential improvements. Site visit (task) #2 will then be planned and advertised.

Phase 3 will include branding, wrap-up and kickoff. Branding concepts and sketches will be presented to a selected workgroup, refined and move through initial implementation to be timed with adoption and implementation in alignment with community assessment outcomes. SAR will submit grant request 3 of 3 in support of this phase January 2018.

**7. Describe your association's prior smart growth efforts, if applicable.**

SAR's most recent Smart Growth efforts include hosting NAR's "Smart Growth for the 21st Century" class in August 2017 and the aforementioned level 1 application in support of Phase 1 of this project. Other smart growth initiatives underway include SAR's participation in the Bonner County Collaborative, a group of key regional stakeholders from around Bonner County ranging from county and city elected

officials and planners to local chamber of commerce representatives, Realtor members, building contractors, housing agencies, conservation groups and others. Members of the Collaborative are currently working together to address key land use, planning and growth-related concerns and opportunities (SAR is also exploring placemaking opportunities in conjunction with these initiatives).

**8. Describe any non-public policy outcomes/benefits of project, including those to the REALTOR® association and its members?**

The benefit to increasing access to non-motorized facilities is not only well received nationally, it will be life changing for those who live or are looking to live and/or invest in Bonners Ferry, thus an overall benefit of the project being fully implemented.

**9. To what degree/how will members be involved in the activity?**

The City envisioned as part of its public outreach program that a steering committee will be formed. As part of the steering committee, Realtors members are anticipated to have a seat on the committee to help guide the direction and implementation portion of the plan.

**10. What other parties will be engaged in this activity (other REALTOR® associations, nonprofits and/or government entities) and their roles?**

The following parties are engaged in this activity:

- Idaho Smart Growth: under contract and primary coalition member providing assessment(s), research, training and presentations
- City of Bonners Ferry: initiating meeting pedestrian and bicycle transportation needs to include in Comprehensive Plan and Transportation Plan focused on roadways
- Idaho Transportation Department: planning significant improvements to Highway 95 incorporating pedestrians and cyclist needs.

The City expects to involve these additional stakeholder groups:

- Business Community
- Developers
- Local Bike and Pedestrian Advocacy Group
- City of Bonners Ferry Planning and Zoning Commission & the Traffic Safety Commission
- City Council
- Boundary County Road and Bridge
- City/County Police
- School District

In addition to the above stakeholders, it is anticipated that the City will engage the public at various times throughout the planning effort. Public meetings will be held to gain comments/interest. In addition, the City expects to utilize electronic online methods for prompting public involvement.

**11. How are you measuring the success of this activity in both the short term and long term. When do you expect the long-term land use public policy outcomes to be known, if applicable?**

Short term successes will be marked by a strong implementation component of the plan, completed immediately and within the first year. For example, it is anticipated that the plan could identify existing facilities that could be signed and/or mapped for people who want to access the existing trails and walking path. We also hope to install wayfinding and bike and ped signs on existing facilities to guide users to both destinations and trails.

Long Term success includes incorporation of the plan into the City's long range planning documents and local ordinances. It is hoped that the bike plan will, by its adoption, have a 20 year horizon and that the implementation plan will be something the City can works towards over the 20 year period. In addition, success can be measured by our local regulations and standards that are amended to further to goals and policy of the plan and to adopt the standards recommended.

**12. Is there anything else you would like the review panel to know about this project?**

The City of Bonners Ferry is taking a very proactive approach to making both policy and capital improvements to our facilities and planning documents to help create a community that has both options for transporation but also options for recreation. The direction looking ahead envisions community residents and members developing a deeper connection with the community through all the ways they access it. This is a terrific opportunity for SAR to involve members in current and future community development.

**13. Provide a line-item budget (revenues & expenses) for this activity.**

Please provide your budget in the framework below. Note that the categories listed are only suggestive, not exhaustive; please adjust/insert as necessary. NAR will not consider applications without budget information. Funds may not be used for REALTOR® association staff time or for expenditures already made. Revenues and Expenditures should net zero. In-kind/non-cash contributions to the effort may be explained in the Budget Notes section below the table.

<b>REVENUE</b>	
Smart Growth Grant (enter requested amount)	\$ 5,000.00
Contribution from your association (do not include staff-time or in-kind donations)	\$ 500
Contribution from other REALTOR® association(s)	\$
Contribution from non-REALTOR® collaborating partners	\$
Admission fee/tickets	\$
Other (specify):	\$ 2500
Other (specify):	\$
<b>Total Revenue</b>	<b>\$ 8000</b>

<b>EXPENDITURES</b>	
Venue rental	\$
Catering/refreshments	\$
Marketing	\$
Speaker fees	\$
Speaker expenses (travel, lodging, meals)	\$
Printing (training manuals, handouts, etc.)	\$
Other (such as consultant, specify role in Budget Notes below):	\$ 0
<b>Total Expenditures</b>	<b>\$</b>

**Budget Notes** (including discussion of association staff time committed to implement project and any other in-kind/non-cash donations to the project by the Realtors® and or project partners):  
 Other category references Part 2 as follows: Communication, Draft Plan \$4,400; portion of On-Site Visit #2 \$600 (see attached Phased Budget details).



The City intends to contribute \$5,000-\$10,000 of Blue Cross Foundation High 5 dollars towards the project total costs, broken up between the three phases. \$2,500 is an estimate for this portion of the plan. SAR has approved a \$500 association contribution. Grant awards will not be applied to travel expenses. Idaho Smart Growth, SAR and other partners are aware of all grant program expectations and that requested funding and subsequent support are not guaranteed.

**14. If the applicant is a local REALTOR® association, the state association must be notified of your application. Please indicate the name, title and contact information of the state association staff that was notified.**

Isaac Chavez, CEO  
Idaho Realtors  
Phone: (208) 342-3585  
Email: isaac@idahorealtors.com

**15. State and local REALTOR® associations shall only use resources provided by the NAR REALTOR® Party Program within their association's territorial jurisdictions as set by NAR.**

Does the proposed activity adhere to the stated requirement? Yes  No

If you answered, no, contact Hugh Morris at 202-383-1278 or [hmorris@realtors.org](mailto:hmorris@realtors.org) before submitting this application.

**16. If this funding request is approved, do you give NAR permission to share your application with others (either directly or on Realtor Action Center) as an example of a successful application?**

Yes  No

Name/Signature of Association Executive Officer

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Note: E-mailing the application negates the need for the AE's signature and date provided AE is CCed on the e-mail).

**Please direct questions to:**

Hugh Morris  
NATIONAL ASSOCIATION OF REALTORS®  
500 New Jersey Avenue NW  
Washington, DC 20001  
202-383-1278 / [hmorris@realtors.org](mailto:hmorris@realtors.org)

**E-mail completed applications to [hmorris@realtors.org](mailto:hmorris@realtors.org)**

## Smart Growth Principles

Based on the experience of communities around the nation that have used smart growth approaches to create and maintain great neighborhoods, the Smart Growth Network developed a set of ten basic principles:

1. Mix land uses
2. Take advantage of compact building design
3. Create a range of housing opportunities and choices
4. Create walkable neighborhoods
5. Foster distinctive, attractive communities with a strong sense of place
6. Preserve open space, farmland, natural beauty, and critical environmental areas
7. Strengthen and direct development towards existing communities
8. Provide a variety of transportation choices
9. Make development decisions predictable, fair, and cost effective
10. Encourage community and stakeholder collaboration in development decisions

For details about any of these categories, please visit: <http://www.smartgrowth.org/why.php>

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and LISA AILPORT, (hereinafter "EMPLOYEE").

The parties agree as follows:

1. **EMPLOYMENT STATUS:** EMPLOYEE shall be classified as an employee of the CITY for all purposes including, but not limited to: payroll deductions, insurance coverage by City's insurer, applicability of City policies and procedures, and coverage as an employee for acts in her official capacity under the Idaho Tort Claims Act. Nothing in this Agreement shall be construed in such a manner to suggest that EMPLOYEE is an independent contractor.
2. **DUTIES:** Through the course of employment with the CITY, EMPLOYEE agrees to perform various duties related to planning, as well as City Administration. Some of these duties may include, but are not limited to:
  - a. Professional work related to a variety of planning assignments.
  - b. Perform and manage complex professional planning duties related to special use permits, re-zones, subdivisions, plats and site plan reviews, annexations, ordinance and policy modifications, comprehensive plan amendments, and all other duties associated with city planning.
  - c. Serve as liaison and perform all necessary functions in support of the City's Planning and Zoning Commission and City Council, advising both groups as needed with planning issues.
  - d. Monitor and ensure the City's compliance with local, state and federal planning and zoning laws.
  - e. Handle daily calls and inquiries related to planning and zoning, and various other city functions.
  - f. Perform field inspections to gather data relevant to the development review process and/or to verify that development projects comply with approved plans.
  - g. Schedule and conduct meetings with the Planning and Zoning Commission, special committees, and elected officials.
  - h. Present reports and other findings to staff, Planning & Zoning Commission, and City Council.
  - i. Prepare legal notices and materials required for publication as well as presentation to the Planning and Zoning Commission and City Council.
  - j. Contract management of utility projects.
  - k. Tracking and coordinating of annual duties required by the Federal Energy Regulatory Commission, Idaho Department of Environmental Quality, and

the Environmental Protection Agency, and other agencies that the City works with.

- l. Prepare and submit grant applications for various projects.
- m. Maintain the City addressing system.
- n. Perform all other duties as assigned.

3. **COMPENSATION AND TERMS:**

- a. **MONETARY COMPENSATION:** This Agreement shall include hourly compensation of the rate of \$26.52 per hour. Compensation is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
- b. **COST OF LIVING ADJUSTMENTS (COLA):** The EMPLOYEE shall be granted any future cost of living increases based on the exiting monetary compensation established at the time the COLA was granted by the CITY.
- c. **BENEFITS:** EMPLOYEE shall receive as part of her compensation package, medical coverage for EMPLOYEE under the CITY'S medical insurance (Blue Cross of Idaho). EMPLOYEE and CITY shall also make contributions to EMPLOYEE'S PERSI account in the legally mandated amounts.
- d. **VACATION AND SICK LEAVE:** EMPLOYEE shall accumulate vacation, personal, and sick leave time in accordance with the City accrual policy at a rate of seventy-five percent (75%) of normal accrual rate for full-time City employees.

4. **TERM OF CONTRACT:**

- a. **TERM:** The term of this Agreement shall be one year from the date of signing by both parties.
- b. **EARLY TERMINATION:** Either party may terminate the Agreement with thirty (30) days written notice.
- c. **CONTINUING TERMS:** At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY and EMPLOYEE, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.

5. **CITY PAID HOLIDAYS:** The CITY shall compensate EMPLOYEE for ten (10) paid holidays per fiscal year at the rate of seven (7) hours per holiday. Furthermore, any gifted holidays by approval of the City Council are also authorized to be taken by the EMPLOYEE at the rate of seven (7) hours per day.

6. **APPLICABILITY OF CITY POLICIES:** EMPLOYEE shall be bound by all City policies established and distributed to employees including the Personnel Policy of the City of Bonners Ferry.

7. **CHOICE OF LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.

8. **NON-APPROPRIATION**: Should CITY fail to appropriate funds contemplated under this contract, the contract may be terminated based upon this non-appropriation following notice of termination as contemplated in this agreement.
9. **NON-WAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
10. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
11. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

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

CITY OF BONNERS FERRY:

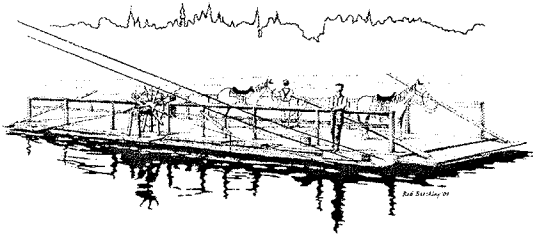
EMPLOYEE:

\_\_\_\_\_  
David Sims, Mayor

\_\_\_\_\_  
Lisa Ailport

Attest:

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



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: September 29, 2017  
To: Mayor and City Council  
From: Mike Klaus, City Engineer/Administrator  
Subject: **Facility Extension Policy - Water and Sewer Service Area Boundary**

Recently, the topic of providing water and sewer service outside of City limits has come up. The allowance to provide service outside of City limits is found in the City's Facility Extension Policy, where the area of service is shown as Appendix A of that policy. I will provide you with a map at the Council meeting that shows the current service area, and how it extends south of City limits to the golf course

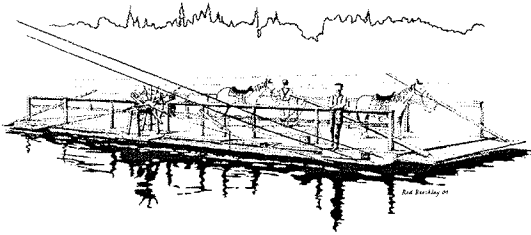
The current Facility Extension Policy allows the City to provide individual services outside of City limits, in the service area, under the following conditions:

- 1. Where the property owner provides written consent to annexation and such consent is recorded at the Court House;*
- 2. Where the residence being served can be provided pressures meeting DEQ's pressure requirement;*
- 3. The service is inside the service area shown [in the] Appendix A map;*
- 4. Where the service is not in the service area of another utility;*
- 5. The installation of additional main line is not required.*

I have attached the current Facility Extension Policy with this memo.

The policy also allows for servicing subdivisions outside of the city limits at the discretion of the City Council provided however, that the developer enters into a contract with the city that at a minimum that addresses all of the following requirements:

- 1. It meets the intent and all the conditions of B.2.b.*
- 2. The subdivision meets the standards of a subdivision inside of City of Bonners Ferry municipal boundaries (City subdivision standards are required to be met)*
- 3. The developer pays all cost for installation and system improvements required to serve the development without impact to existing City customers.*



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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I understand that the Council may desire to modify the Facility Extension Policy by reducing the service area boundary. I recommend looking to the City's Comprehensive Plan to help guide your decision making, as well as determining what is truly in the best interest of the City.

On page 15 of the City's Comp Plan, Goal 8 states, *lands developed on the fringe for eventual annexation should meet the city development standards from the outset. There should not be a significant advantage to developing outside the City.* While other items in the City's Comp Plan may be relevant to the issue this appears to be the most important.

I have provided a draft policy change that could be adopted by the Council if you choose to reduce the service area boundary.

Thank you,

Mike

POLICY IV.C  
FACILITY EXTENSION POLICY

A. GENERAL REQUIREMENTS

1. SERVICE RELIABILITY: The City does not guarantee constant or uninterrupted delivery of utility services.
2. FACILITY EXTENSION REQUIREMENTS: It shall be the determination of the City whether an extension of the system backbone is required. This applies to the extension of Primary Electrical Power, Main Water Line, and/or Main Sewer Line. Generally only City owned facilities will be placed longitudinally in public rights-of-ways and all water and sewer lines placed longitudinally in public rights-of-ways will be main lines.

B. SERVICE AREA

1. ELECTRIC:
  - a) The City will only provide electric service in the service area as defined in the territorial agreement with Northern Lights Incorporated or where it is beneficial to all parties and documented by written approval of both Northern Lights Incorporated and the Bonners Ferry City Council
2. WATER AND SEWER:
  - a) The City provides service inside the City Limits of Bonners Ferry
  - b) To the extent possible it is the intention of this policy to:
    - (1) Limit new water service outside City limits to those properties that have a grandfathered/vested right to water service created by, monetary participation by the owner or a predecessor in interest, in construction of the main that would provide service to the property.
    - (2) Ensure the integrity of City boundaries.
    - (3) Minimize expenses for the City Water Dept. in upgrading facilities solely serving properties outside City limits.
    - (4) Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
    - (5) Require qualifying properties to annex if possible or require the owner to consent to future annexation.
  - c) The City will provide service to individual services outside the City Limits under the following conditions:



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- (1) Where the property owner provides written consent to annexation and such consent is recorded at the court house.
  - (2) Where the residence being served can be provided pressures meeting DEQ's pressure requirements.
  - (3) The service is inside the service area shown Appendix A map.
  - (4) Where the service is not in the service area of another utility.
  - (5) The installation of additional main line is not required.
- d) The City at the discretion of the City Council may provide service to subdivisions outside of the City Limits only under a contract with the developer, the subdivision is not contiguous and annexation is not possible, and it meets the following minimum requirements:
- (1) It meets all of the conditions of B.2.b).
  - (2) The subdivision meets the standards of a subdivision inside the City of Bonners Ferry municipal boundaries.
  - (3) The developer pays all cost of for installation and system improvements required to serve the development without impact to existing City customers.
- e) Where water or sewer is a condition of easement.

C. NEW FACILITY EXTENSIONS

1. CUSTOMER REQUIREMENTS FOR FACILITY EXTENSIONS:

- a) APPLICATION: Complete and sign the New Utility Application form.
- b) PROPERTY DOCUMENTATION: Provide copies of all required plats and legal descriptions covering the property which is to be serviced and properties that must be crossed to service such property.
- c) EASEMENT: Secure written easements granting permission of the City to construct and maintain utility facilities on the properties involved. When easements are not available service shall not be considered available.
- d) RIGHT-OF-WAY CLEARING: Clearing right-of-way of trees and vegetation to the City's specifications so as to allow installation and safe operations of utilities facilities.
- e) PAYMENT OF COST: Pay the estimated cost of construction as estimated by the City. All fees and deposits must be paid prior to scheduling construction of the job.
  - (1) The customer pays the full cost associated with the facility extension unless otherwise specified. This cost to include but not limited to all

POLICY IV.C  
FACILITY EXTENSIONS

permits, licenses, actual labor with overheads, material with a handling fee, and any cost for independent contractors retained by the City for construction of the facility extension.

(2) Capitalization Fees:

- (a) Residential: A Capitalization fee as determined by City resolution will be charged for any service connected to the City system per equivalent dwelling unit (EDU).
- (b) Commercial and Apartments: the Capitalization fee is prorated by the City based on the estimated EDUs, with a 1 EDU minimum.
- (c) Retired Services: No Capitalization fee will be charged for reactivated services.

- f) PERMITS: Provide a copy of all permits as required by state law.
- g) SERVICE CONNECTION SPECIFICATIONS: Provide service connections per the City's requirements. Specifications for service equipment are defined in the City's Policy IV.D and in "Water and Sewer Service Requirements and Guidelines" for water and sewer services. These Requirements and Guidelines are available from City Hall.

2. CITY RESPONSIBILITIES FOR NEW FACILITY EXTENSIONS:

- a) ESTIMATES: The City will provide estimates of the construction cost and fees. These estimated costs and fees must be paid prior to the job being scheduled.
  - b) COST PAID BY THE CITY: The City pays the cost for the meter, if required. The City provides the first single phase transformer at no cost to the customer. The customer is responsible for two thirds of the cost of multi-phase transformer banks.
3. OWNERSHIP: The change of ownership is at the point where the City's facilities are joined to the customer owned equipment. For electrical services this is generally at the weather head on overhead services or at the bottom of the vertical conduit below the meter on underground services. For water services this is generally at the curb valve or meter. For sewer services this is generally at the mainline tap.

D. NEW LARGE SINGLE ELECTRIC LOAD

1. For the City of Bonners Ferry a New Large Single Load (NLSL) is defined as new load to the system having an anticipated usage of over One (1) Average Megawatt.
2. The City may set a new rate and class for any NLSL, which will be determined by the Bonners Ferry City Council. This rate will be based on the impact to the existing customer's rates, the price of Tier 2 power from BPA, and the economic impact of the new customer.

E. BILLING:

1. The monthly bill shall commence when the service is installed and available.
2. Garbage charges will commence with any other City utility service.

F. SERVICE UPGRADES:

1. EXISTING CITY FACILITIES: On services where the City's facilities are adequate to serve the upgraded service there is no charge.
2. UPGRADED CITY FACILITIES: On services where the City's facilities are inadequate to serve the upgraded service, the customer pays the full cost associated with the facility upgrade unless otherwise specified. This cost to include but not limited to all permits, licenses, actual labor with overheads, material with a handling fee, and any cost for independent contractors retained by the City for construction of the facility extension.

a) Exceptions:

- (1) For electrical service upgrades to multi-phase services the customer is responsible for the prorated cost difference between the existing transformer bank and the new bank with the same 2/3 split as in new extensions.

G. FACILITY MOVES:

1. DEFINITION: Any change to the City's facilities, requested by the customer or required due to the customer's action, which entails construction of new facilities or changes to existing facilities. This includes overhead/underground conversions of primary or secondary wire, changes to meet code required clearances, and/or structures built over City facilities, and/or changes degrading the operation of the water and sewer system.
2. COST: Cost will be the same as for new facility extensions.

H. TEMPORARY SERVICE:

1. DEFINITION: A temporary service is for a facility not expected to be in place for over 6 months, or is for construction purposes of a permanent facility and will be removed after construction of that permanent facility
2. CUSTOMER REQUIREMENTS: Customer to provide the service and all secondary wire and/or piping.
3. ESTIMATES: The City will provide an estimate of the in and out cost. This cost must be paid before the job is scheduled.
4. CUSTOMER COST: The customer pays the cost for actual labor with overheads, material with a handling fee, and any cost for independent contractors.

## POLICY IV.C FACILITY EXTENSION POLICY

### A. GENERAL REQUIREMENTS

1. SERVICE RELIABILITY: The City does not guarantee constant or uninterrupted delivery of utility services.
2. FACILITY EXTENSION REQUIREMENTS: It shall be the determination of the City whether an extension of the system backbone is required. This applies to the extension of Primary Electrical Power, Main Water Line, and/or Main Sewer Line. Generally only City owned facilities will be placed longitudinally in public rights-of-ways and all water and sewer lines placed longitudinally in public rights-of-ways will be main lines.

### B. SERVICE AREA

1. ELECTRIC:
  - a) The City will only provide electric service in the service area as defined in the territorial agreement with Northern Lights Incorporated or where it is beneficial to all parties and documented by written approval of both Northern Lights Incorporated and the Bonners Ferry City Council
2. WATER AND SEWER:
  - a) The City provides service inside the City Limits of Bonners Ferry
  - b) ~~To the extent possible it is the intention of this policy to:~~
    - (1) ~~Limit new water service outside City limits to those properties that have a grandfathered/vested right to water service created by, monetary participation by the owner or a predecessor in interest, in construction of the main that would provide service to the property.~~
    - (2) ~~Ensure the integrity of City boundaries.~~
    - (3) ~~Minimize expenses for the City Water Dept. in upgrading facilities solely serving properties outside City limits.~~
    - (4) ~~Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.~~
    - (5) ~~Require qualifying properties to annex if possible or require the owner to consent to future annexation.~~
  - c) The City will provide service to individual services outside the City Limits under the following conditions:

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FACILITY EXTENSIONS

- ~~(1) Where the property owner provides written consent to annexation and such consent is recorded at the court house.~~
- ~~(2) Where the residence being served can be provided pressures meeting DEQ's pressure requirements.~~
- ~~(3) The service is inside the service area shown Appendix A map.~~
- ~~(4) Where the service is not in the service area of another utility.~~
- ~~(5) The installation of additional main line is not required.~~
- d) ~~The City at the discretion of the City Council may provide service to subdivisions outside of the City Limits only under a contract with the developer, the subdivision is not contiguous and annexation is not possible, and it meets the following minimum requirements:~~
  - ~~(1) It meets all of the conditions of B.2.b).~~
  - ~~(2) The subdivision meets the standards of a subdivision inside the City of Bonners Ferry municipal boundaries.~~
  - ~~(3) The developer pays all cost of for installation and system improvements required to serve the development without impact to existing City customers.~~
- e) ~~Where water or sewer is a condition of easement.~~

C. NEW FACILITY EXTENSIONS

1. CUSTOMER REQUIREMENTS FOR FACILITY EXTENSIONS:

- a) APPLICATION: Complete and sign the New Utility Application form.
- b) PROPERTY DOCUMENTATION: Provide copies of all required plats and legal descriptions covering the property which is to be serviced and properties that must be crossed to service such property.
- c) EASEMENT: Secure written easements granting permission of the City to construct and maintain utility facilities on the properties involved. When easements are not available service shall not be considered available.
- d) RIGHT-OF-WAY CLEARING: Clearing right-of-way of trees and vegetation to the City's specifications so as to allow installation and safe operations of utilities facilities.
- e) PAYMENT OF COST: Pay the estimated cost of construction as estimated by the City. All fees and deposits must be paid prior to scheduling construction of the job.
  - (1) The customer pays the full cost associated with the facility extension unless otherwise specified. This cost to include but not limited to all

POLICY IV.C  
FACILITY EXTENSIONS

permits, licenses, actual labor with overheads, equipment, material with a handling fee, and any cost for independent contractors retained by the City for construction of the facility extension.

(2) Capitalization Fees:

(a) Residential: A Capitalization fee as determined by City resolution will be charged for any service connected to the City system per equivalent dwelling unit (EDU).

(b) Commercial and Apartments: the Capitalization fee is prorated by the City based on the estimated EDUs, with a 1 EDU minimum.

(c) Retired Services: No Capitalization fee will be charged for reactivated services.

(d) Reactivated Services: The City will charge for permits, actual labor with overheads, equipment, materials with a handling fee, any applicable independent contractor costs, and any other associated actual costs associated with reinstating a service.

f) PERMITS: Provide a copy of all permits as required by state law.

g) SERVICE CONNECTION SPECIFICATIONS: Provide service connections per the City's requirements. Specifications for service equipment are defined in the City's Policy IV.D and in "Water and Sewer Service Requirements and Guidelines" for water and sewer services. These Requirements and Guidelines are available from City Hall.

2. CITY RESPONSIBILITIES FOR NEW FACILITY EXTENSIONS:

a) ESTIMATES: The City will provide estimates of the construction cost and fees. These estimated costs and fees must be paid prior to the job being scheduled.

b) COST PAID BY THE CITY: The City pays the cost for the meter, if required. The City provides the first single phase transformer at no cost to the customer. The customer is responsible for two thirds of the cost of multi-phase transformer banks.

3. OWNERSHIP: The change of ownership is at the point where the City's facilities are joined to the customer owned equipment. For electrical services this is generally at the weather head on overhead services or at the bottom of the vertical conduit below the meter on underground services. For water services this is generally at the curb valve or meter. For sewer services this is generally at the mainline tap.

D. NEW LARGE SINGLE ELECTRIC LOAD

1. For the City of Bonners Ferry a New Large Single Load (NLSL) is defined as new load to the system having an anticipated usage of over One (1) Average Megawatt.
2. The City may set a new rate and class for any NLSL, which will be determined by the Bonners Ferry City Council. This rate will be based on the impact to the existing customer's rates, the price of Tier 2 power from BPA, and the economic impact of the new customer.

E. BILLING:

1. The monthly bill shall commence when the service is installed and available.
2. Garbage charges will commence with any other City utility service.

F. SERVICE UPGRADES:

1. ~~EXISTING CITY FACILITIES: On services where the City's facilities are adequate to serve the upgraded service there is no charge.~~
2. UPGRADED CITY FACILITIES: Upgrading facility service requires that On services where the City's facilities are inadequate to serve the upgraded service, the customer pays the full cost associated with the facility upgrade unless otherwise specified. This cost to include but not limited to all permits, equipment, licenses, actual labor with overheads, material with a handling fee, and any cost for independent contractors retained by the City for construction of the facility extension. The customer may also be required to pay additional capitalization fees if the upgraded service will provide additional EDU's to the customers upgraded connection. The number of EDU's associated with an upgrade will be determined by the City Engineer or Administrator.

a) Exceptions:

- (1) For electrical service upgrades to multi-phase services the customer is responsible for the prorated cost difference between the existing transformer bank and the new bank with the same 2/3 split as in new extensions.

G. FACILITY MOVES:

1. DEFINITION: Any change to the City's facilities, requested by the customer or required due to the customer's action, which entails construction of new facilities or changes to existing facilities. This includes overhead/underground conversions



of primary or secondary wire, changes to meet code required clearances, and/or structures built over City facilities, and/or changes degrading the operation of the water and sewer system.

2. COST: Cost will be the same as for new facility extensions.

#### H. TEMPORARY SERVICE:

1. DEFINITION: A temporary service is for a facility not expected to be in place for over 6 months, or is for construction purposes of a permanent facility and will be removed after construction of that permanent facility
2. CUSTOMER REQUIREMENTS: Customer to provide the service and all secondary wire and/or piping.
3. ESTIMATES: The City will provide an estimate of the in and out cost. This cost must be paid before the job is scheduled.
4. CUSTOMER COST: The customer pays the cost for actual labor with overheads, material with a handling fee, equipment, and any cost for independent contractors.

## POLICY IV.B BILLING AND COLLECTIONS

### A. NEW ACCOUNTS

1. NEW CUSTOMERS: Must request service by written application for utility service and pay required fees and deposits as identified in the Fee Resolution as adopted by the Bonners Ferry City Council and listed in Appendix A.
2. NEW SERVICES: If a service connection does not exist, the customer must request a facilities extension and also pay amounts as defined in the City's Facility Extension policy IV.C.

### B. SECURITY DEPOSITS

1. REQUIREMENTS: Required for all new residential electrical accounts unless a letter of payment history is provided or the customer enrolls in Auto Pay for the new account. Required for all new commercial and industrial accounts.
2. AMOUNT: See Fee Resolution as adopted by the Bonners Ferry City Council and listed in Appendix A.
3. AUTO PAYMENT: The City will waive the required security deposit for residential electrical accounts if the customer enrolls in Auto Pay for the new account. In the event that the customer's Auto Pay fails, the City reserves the right to require a security deposit on any future accounts opened by the customer.
4. LETTER OF PAYMENT HISTORY: The security deposit will be waived on residential accounts if the customer has the previous 12 months consistent on-time full payment history with the City or can document the previous 12 months consistent on-time full payment history with another utility by correspondence on utility letterhead. This letter must show historic payment obligation for like sized account.
5. DUE DATE: The deposit will be collected at the time of application. If payment arrangement is needed on the deposit, a minimum of fifty percent of the deposit amount will be collected at the time of application and the remaining amount by the due date of the first billing cycle on the account.
6. DEPOSIT REFUNDS: The City will credit the deposits to the customer's account only when requested after 12 months of consistent on-time full payment history or when the account is closed.
7. INTEREST: Will not be paid on security deposits.
8. BANKRUPTCY: If a customer has previously declared bankruptcy while a utility customer of the City of Bonners Ferry, the security deposit required shall double. Additionally, the deposit shall not be refunded to the account until there has been 24 months of consistent on-time full payment history or when the account is closed.

### C. BILLING POLICY

1. DUE DATE: Payment shall be due and payable by the date printed on the bill.
2. RATES: Billing rates are as adopted by the Bonners Ferry City Council, and as defined in Appendix B for Electrical, Appendix C for Water, Appendix D for Sewer and Appendix E for Garbage. If billing rate discrepancies exist between this policy the latest City Fee Resolution, the latest Fee Resolution will be applied.

## ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and ANDRAKAY J. PLUID, (hereinafter "ATTORNEY"), regarding general legal representation.

The parties agree as follows:

1. **ATTORNEY SERVICES:**

- a. CITY MEETINGS: ATTORNEY agrees to attend a minimum of twenty (20) City Council meetings in each calendar year. If ATTORNEY is unable to attend a regularly scheduled meeting she shall make all reasonable efforts to provide Council with a minimum of twenty-four (24) hours advance notice.
- b. OTHER MEETINGS: ATTORNEY agrees to attend other evening meetings that require attorney presence at the specific request of the Mayor or Council. CITY shall make all reasonable efforts to provide at least forty-eight (48) hours advance notice prior to said meetings and ATTORNEY shall make all reasonable efforts to attend. If ATTORNEY cannot attend she will inform CITY promptly.
- c. SCOPE OF REPRESENTATION (CRIMINAL): ATTORNEY and CITY agree that representation involves the prosecution and enforcement of the laws of the State of Idaho and Bonners Ferry City Code which are no greater than a misdemeanor. All expenses incurred relating to the prosecution of cases for the CITY including, but not limited to, expert witnesses, extraordinary materials, and any outside opinions or assistance will be paid by the CITY. Approval of City Council shall be given prior to ATTORNEY incurring extraordinary expenses.
- d. SCOPE OF REPRESENTATION (CIVIL): ATTORNEY shall review all documents of a potentially legal nature and prepare such documents as requested. Documents contemplated may include, but is not limited to, contracts, agreements, bid specifications, resolutions, ordinances, and ordinance summaries, as requested by the CITY. CITY agrees to give ATTORNEY reasonable notice on drafting requests and review requests.
- e. LIMITATIONS ON REPRESENTATION: ATTORNEY and CITY agree that the representation is limited to general advice and document review or drafting regarding civil matters relating to the municipal matters of the CITY and to responsibilities as the prosecuting attorney for the CITY. Representation does not include civil actions initiated or defended by the CITY in any court. Both parties agree that any additional representation necessitates the hiring of outside counsel or an amendment to this

agreement in writing between the ATTORNEY and CITY. It shall be in the sole discretion of the ATTORNEY to inform and advise the CITY that the scope of representation has been reached and that outside counsel or an amendment to this agreement is required. ATTORNEY shall make this determination in good faith.

- f. **QUALITY OF SERVICES:** ATTORNEY shall make best efforts to provide the quality legal services necessary to meet the CITY'S needs. ATTORNEY will perform all duties assumed under this agreement in accord with the standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance of the terms of this agreement. ATTORNEY shall maintain good standing with the Idaho State Bar Association and keep her legal license current and valid at all times while representing the CITY.
2. **NON-EXCLUSIVITY:** This agreement shall not be deemed exclusive; the CITY may hire additional legal counsel when specific expertise is required and ATTORNEY is free to represent other clients, providing that other representation does not ethically or legally conflict with representation of the CITY. ATTORNEY may maintain another office location outside of City Hall for the purpose of meeting with and serving other clients.
3. **COMPENSATION AND TERMS:**
  - a. **EMPLOYMENT STATUS:** ATTORNEY shall be classified as an employee of the CITY. Standard federal and state employee payroll taxes shall be withheld and paid by the CITY on behalf of the ATTORNEY.
  - b. **MONETARY COMPENSATION:** This Agreement shall include a salary of Fifty-Six Thousand Eight Hundred Eleven Dollars and Thirty Cents (\$56,811.30) per year. Salary is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
  - c. **BENEFITS:** ATTORNEY shall receive, as part of her compensation package, family medical coverage under the CITY'S medical benefits program for employees (Blue Cross of Idaho). ATTORNEY and CITY shall also continue to make contributions to ATTORNEY'S PERSI account in the legally mandated amounts.
  - d. **LEGAL RESEARCH MATERIALS:** CITY shall pay for the costs of a legal research program subscription (WestLaw Next or similar) for legal research services in support of the CITY as contemplated in this Agreement.
  - e. **ADMINISTRATIVE SUPPORT:** CITY shall provide ATTORNEY with paralegal/secretarial support as practicable. CITY shall cover costs of all supplies used in the normal operation of this contract including office supplies or materials, telephone, internet and fax services, and computer.

- f. CONTINUING LEGAL EDUCATION AND TRAVEL: The CITY agrees to cover the cost of or reimburse ATTORNEY for the cost of travel and meal expenses, continuing legal education, or special workshops approved in advance by the CITY and in accordance with the policies of the CITY.
  - g. TIME COMMITMENT: ATTORNEY and the CITY agree that the compensation package described herein denotes a time commitment by ATTORNEY of approximately one thousand and forty (1,040) hours yearly or roughly twenty (20) hours per week.
  - h. AVAILABILITY: ATTORNEY shall be available by telephone and/or in person to promptly advise CITY staff, personnel, and officials. ATTORNEY will make reasonable efforts to establish a schedule for time spent within her office at City Hall on a weekly basis. ATTORNEY shall make reasonable efforts to comply with this schedule and will promptly inform CITY staff if she cannot be present at a scheduled time.
  - i. RECORD KEEPING: ATTORNEY shall maintain records regarding time spent on CITY matters and shall provide said accounting to CITY upon request.
4. **INSURANCE**: CITY agrees to insure against any claims made against ATTORNEY for services provided within the course of her employment or for services performed under this contract. The CITY will provide a defense for ATTORNEY to any third party action in the same manner and to the same extent as provided for attorneys pursuant to Idaho Code § 6-903.
5. **TERM OF CONTRACT**:
- a. TERM: The term of this Agreement shall be one year from the date of signing by both parties.
  - b. EARLY TERMINATION: Either party may terminate the Agreement with thirty (30) days written notice. Termination by the CITY shall require a majority vote of City Council pursuant to Bonners Ferry City Code § 1-7-3.
  - c. CONTINUING TERMS: At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY and ATTORNEY, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.
  - d. RENEGOTIATION: Each year the Mayor and ATTORNEY shall engage in renegotiation of this Agreement before such time as the upcoming yearly budget is established and published according to law. If a satisfactory agreement cannot be reached the above provision shall apply until such time as a new agreement is reached. If a new agreement satisfactory to both parties cannot be reached by October 1<sup>st</sup> of the year, the ATTORNEY may withdraw from representation of the CITY.
  - e. WITHDRAWAL: ATTORNEY may withdraw with CITY'S consent or for good cause from any legal representation. Good cause includes: CITY'S

material breach of this agreement, CITY'S refusal to cooperate with or follow attorney's advice in any circumstance or situation that would render ATTORNEY'S continuing representation unethical or unlawful under the Idaho Rules of Professional Conduct.

6. **PUBLIC OFFICIAL**: ATTORNEY shall be a public official functioning as the City Attorney.
7. **CHOICE OF LAW**: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
8. **DISPUTE RESOLUTION**: ATTORNEY agrees that she will not bring suit against the CITY concerning events arising out of the performance of this Agreement except for non-payment of compensation as stipulated to in this Agreement or for intentional wrongful conduct which harms the ATTORNEY. The CITY'S right to recover against the ATTORNEY shall be limited to causes of action related to intentional conduct adverse to CITY'S interest or to ATTORNEY'S failure to perform duties assumed under this Agreement.
9. **NON-WAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
10. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
11. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

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

CITY OF BONNERS FERRY:

ATTORNEY:

\_\_\_\_\_  
David Sims, Mayor

\_\_\_\_\_  
Andrakay Pluid

Attest:

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



1810 E Schneidmiller Ave. Ste. 310  
Post Falls, Idaho 83854  
208-777-1099 (phone) 208-773-5108 (fax)

## AUDIT ENGAGEMENT LETTER

September 21, 2017

City of Bonners Ferry  
Honorable Mayor and City Council  
PO Box 149  
Bonners Ferry, ID 83805

Dear Honorable Mayor and City Council

We are pleased to confirm our understanding of the services we are to provide the City of Bonners Ferry for the year ended September 30, 2017. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City of Bonners Ferry as of and for the year ended September 30, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City of Bonners Ferry's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City of Bonners Ferry's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by U.S. generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of City's Share of Net Pension Liability and City's Contributions
3. Schedule of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies City of Bonners Ferry's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of

America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Nonmajor Proprietary Funds – Combining Statement of Net Position
2. Nonmajor Proprietary Funds – Combining Statement of Revenues, Expenses and Changes in Net Position
3. Nonmajor Proprietary Funds – Combining Statement of Cash Flows

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the City of Bonners Ferry and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the City of Bonners Ferry's financial statements. Our report will be addressed to the City Council of the City of Bonners Ferry. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the City of Bonners Ferry is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures - General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and



performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures - Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures-Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City of Bonners Ferry's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

#### **Other Services**

We will also provide the following services:

1. We will assist you in preparing the financial statements and related notes of the City of Bonners Ferry in conformity with U.S. generally accepted accounting principles based on information provided by you.
2. We will assist with GASB 68 adjustments based on information provided by PERSI and by you.
3. We will assist with property tax adjustments based on information provided by the county and by you.

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the

services in accordance with applicable professional standards. The other services are limited to the items previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for

providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes, the GASB 68 and property tax adjustments, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes, our assistance with the GASB 68 and property tax adjustments, and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them as well as the GASB 68 and property tax adjustments. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to City of Bonners Ferry; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Anderson Bros. CPA's, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Federal or State officials or their designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Anderson Bros. CPA's, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by Federal or State officials. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 30, 2017 and to issue our report no later than March 23, 2018. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$16,750. Our standard hourly rates vary according to the

degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the City of Bonners Ferry and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign on the lines indicated and return it to us.

Sincerely



Anderson Bros. CPA's, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bonners Ferry:

Management signature: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

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

## CITY/COUNTY DISPATCH AGREEMENT

This **AGREEMENT** by and between the CITY OF BONNERS FERRY, an Idaho Municipal corporation (City), and the COUNTY OF BOUNDARY, a political subdivision of the State of Idaho (County).

WITNESSETH:

WHEREAS, City operates and funds a full-time Police department; and

WHEREAS, County operates and funds a full time Sheriff's Department; and

WHEREAS, the maintenance of an additional dispatcher by each department would amount to duplication of services at the expense of the taxpayer; and

WHEREAS, Idaho Code Section 67-2326 authorizes joint service agreements where it is to the mutual advantage of the parties as well as provide functions in a manner that will best accord with geographic, economic, population and other factors influencing their respective needs and development; and

WHEREAS, City and County, each for itself, finds that a joint agreement for the funding and operation of a joint dispatching service does provide an advantage and does provide a service that will best accord with the geographic, economic and efficiency needs of each of them; and

WHEREAS, the term of said agreement begins on October 1, 2017 and terminates on September 30, 2018;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

A. County will, and hereby does, authorize the Sheriff's Department to provide twenty-four hour dispatching service so that reasonable full-time dispatching service will be provided to the Sheriff's Department and City police, Fire Departments, Electric, Water, Sewer, Streets, and such other City Departments as necessity requires upon mutual agreement of all parties.

B. The funds identified in Section 2 below, delivered by City to County, will be paid to County as and for payment in full of City's obligation for dispatching service.

2. City agrees as follows:

A. City will, for Fiscal year 2017-2018, pay to County \$29,900 for such service, payable to County on or before January 15, 2018.

3. The parties jointly agree:

A. Sheriff will have complete and sole and only control of the positions of dispatcher and of the person occupying the same, including, but not limited by such inclusion, applying Sheriff's Department personnel policies.

B. The duration of this Agreement shall be from October 1 through September 30 of each succeeding Fiscal Year if renewed. Notice of non-renewal shall be provided in writing by either party not less than ninety (90) days prior to the expiration of this agreement, otherwise this agreement shall renew for an additional fiscal year with all terms and conditions unchanged except for the contract dollar amount, which shall be negotiated by the parties hereto in good faith.

C. This Agreement does not create any separate or legal entity.

D. The purpose of this Agreement, as outlined above, is to provide dispatch service for the joint benefit of the City Police, City Fire, and other departments as necessity requires and the Boundary County Sheriff's Department by mutual agreement of all parties.

E. It is specifically understood that this Agreement does not include any financial obligations the parties have regarding each of their uses of the North Idaho Crime laboratory.

4. In addition to the funding outlined above, all funding will be provided through the County budget process.

5. The administrator of this Agreement shall be the Sheriff, Boundary County, Idaho.

6. No real property will be involved in this Agreement, and the manner of acquiring, holding and disposing of personal property used in this agreement will be discretionary with the Sheriff, as outlined in his annual budget.

7. The work of these dispatchers will be solely as employees of County.

8. County will hold City harmless from all claims or causes of action arising

from acts of County, its agents or employees acting under or in relation to this Agreement.

9. Further, it is acknowledged and agreed that this Agreement covers the provision of services only and that City by virtue of this Agreement acquires no interest in property owned or used by county as related to the Agreement and that City acquires no interest in dispatcher positions other than the services provided by such positions during the non-terminated and active time frame of this Agreement.

It is further agreed that no dispatcher shall be considered an employee of City for any purposes, including but no limited by such inclusion, worker's compensation and unemployment compensation.

DATED this 11<sup>th</sup> day of September, 2017.

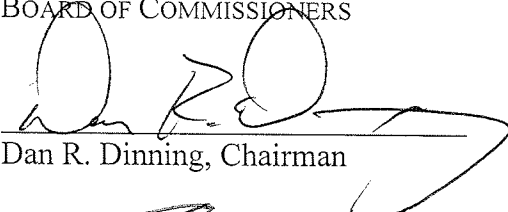
CITY OF BONNERS FERRY


By \_\_\_\_\_  
David Sims, Mayor

ATTEST:

\_\_\_\_\_  
Kris Larson, Clerk of  
the City of Bonners Ferry

COUNTY OF BOUNDARY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Dan R. Dinning, Chairman

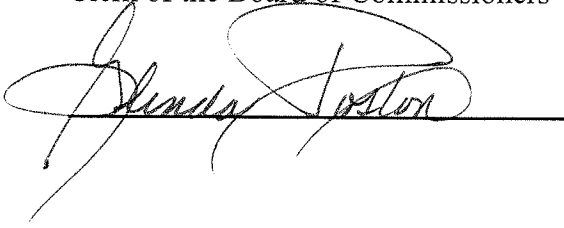
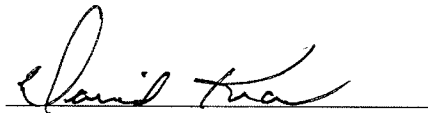
  
\_\_\_\_\_  
LeAlan L. Pinkerton, Commissioner

  
\_\_\_\_\_  
Walt Kirby, Commissioner



Attest:

Glenda Poston,  
Clerk of the Board of Commissioners

A handwritten signature in cursive script, appearing to read "Glenda Poston", written over a horizontal line.A handwritten signature in cursive script, appearing to read "David Kramer", written over a horizontal line.

David Kramer  
Boundary County Sheriff





## COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the 1<sup>st</sup> day of October, 2017 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAI"), an Idaho corporation with its principal offices located at 320 SW 5<sup>th</sup> Ave, Meridian, Idaho 83642 hereinafter referred to as "CAI" and City of Bonners Ferry, with its principal offices located at 7232 Main Street, Bonners Ferry, Idaho hereinafter referred to as ("CUSTOMER").

IN CONSIDERATION of the mutual terms, covenants and conditions contained herein, the parties mutually agree as follows:

### 1. DEFINITION OF SERVICES

CAI is a full IT service organization that provides a variety of computer IT services to multiple CUSTOMERS. Under the terms and conditions of this AGREEMENT, Customer shall have unrestricted access to CAI support personnel during normal business hours (8:00am-5:00pm M-F) for any IT computer related issue. After hours support (5:00pm-8:00am M-F, Holidays and Weekends) is available "as-needed" and shall be billable at the "after hour" support rate as specified in this addendum. CAI agrees to make regular visits to Customer's place of business, as deemed necessary by CAI and Customer to maintain adequate system operations. Computer Arts agrees to make every reasonable effort to provide Customer with timely and acceptable IT solutions and services. An example of support services may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

### 2. AGREEMENT TERMS

The parties hereto agree that CAI will provide IT technical support services to CUSTOMER as hereinafter outlined. Unless this Agreement is otherwise amended, said services shall include, but are not limited to the following:

#### A. SUPPORT USAGE

Customer shall have reasonable access to CAI PC/Networking personnel as defined in this agreement for any IT support issue. For typical support services, reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

**NOTE – ON-SITE** and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

#### B. SCHEDULING

CUSTOMER shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

1. On-site services shall be available during normal business hours from the time of 8:00am to 5:00pm Monday through Friday during the terms of this AGREEMENT excluding holidays and weekends.
2. CUSTOMER shall have access to a 7x24x365 toll free number for "After Hours" emergency support. This support shall be provided as requested and shall be subject to availability of CAI resources. This support and any associated expenses shall be invoiced separately at the "After Hours" rate specified in addendum A.
3. CAI personnel shall be allowed a reasonable lunch break while working on-site not to exceed one hour.
4. Under certain circumstances such as personal emergencies, illness, scheduled company meetings, scheduled vacation etc... CAI personnel may be unable to be on-site; CAI will notify CUSTOMER at least by 8:30am of the scheduled day to make arrangements for replacement personnel or to postpone the scheduled visit as agreed upon by both parties.
5. Under certain circumstances, CUSTOMER may need to change a scheduled visit. CUSTOMER shall notify CAI at least 8 hours in advance.

#### C. HARDWARE SUPPORT AND SALES

CAI agrees to assist CUSTOMER at their request with the support of hardware systems, by both working with CUSTOMER and the manufacturer (if necessary) to get the hardware/software operational or by helping CUSTOMER find other qualified support assistance. As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

CAI will provide CUSTOMER with support for hardware by performing the following functions:

1. **HARDWARE PURCHASES** Computer hardware purchasing decisions shall remain at the sole and exclusive discretion of CUSTOMER. However, CUSTOMER may consult with CAI prior to ordering or purchasing any significant computer or network hardware in order to:
  - a. Ensure compatibility with existing and planned computer hardware and software;
  - b. Maintain consistent purchasing procedures within the Customer's environment;
  - c. Provide a hardware and software environment in which CAI is able to fulfill its responsibilities under this agreement.



## COMPUTER ARTS, INC. MASTER IT Services Agreement

CUSTOMER acknowledges that computer hardware purchased without consultation with CAI, or contrary to recommendations from CAI, may limit the ability of CAI to fulfill its responsibilities under this agreement and agrees to hold CAI harmless for any such inability in the event that such purchases are made.

2. **HARDWARE SUPPORT** Hardware support is hereby extended to include assistance in the installation and configuration of PC/Networking hardware for use by CUSTOMER. This includes, but is not limited to, the connection of PCs and peripheral devices to a PC network.

CUSTOMER agrees to allow CAI the ability to access their network via a Virtual Private Network (VPN). This will provide a secure environment to enable CAI to perform both diagnostic and administrative service remotely. Month to month reoccurring internet charges will be the responsibility of the CUSTOMER.

CUSTOMER agrees to designate a central point of contact for CAI network technicians. This person shall assist in scheduling, work load supervision and coordinating as needed. This person will be responsible for prioritizing requests to be serviced by CAI technician. These requests will need to be approved by management in order to insure completion.

### D. PHYSICAL AND LOGICAL ACCESSIBILITY

CUSTOMER agrees to supply CAI personnel with all appropriate and necessary access to CUSTOMER's premises, network, and computer equipment and any other areas or resources as necessary in order for CAI to satisfy the terms of this agreement.

### E. PROJECT PLANNING AND BUDGETING ASSISTANCE

CAI will assist CUSTOMER with computer planning and budgeting and will meet and work with CUSTOMER as may be reasonably necessary. Further, CAI will participate and assist as requested in any current projects being managed by CUSTOMER's existing IT staff.

### F. CONSULTING

CAI agrees to provide CUSTOMER with computer consulting services, including but not limited to long-range computer planning studies, cost projections, scheduling, new applications evaluations, facilities planning, etc., as requested by CUSTOMER.

### G. SECURITY

CAI will provide CUSTOMER with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. CUSTOMER shall authorize CAI personnel to appropriate sensitive areas of computer hardware, software, networking etc... necessary to satisfy the terms of this agreement.

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

### H. OTHER SERVICES

CAI will provide CUSTOMER with such other and further computer-related services as agreed to by both parties. If additional technicians are required from time to time on special projects, within reason the CUSTOMER will be responsible for any additional travel expenses incurred. This Agreement may be amended in any written form, as deemed necessary, and agreed upon, by both parties to reflect such other services.

## 3. WRITTEN NOTIFICATION OF ADDITIONAL COMPUTER CONTRACTS

CUSTOMER agrees to provide CAI with written notification prior to contracting for computer support services from firms or individuals other than CAI during the term of this Agreement, excepting there from:

- A. Computer products or services provided to CUSTOMER by the United States Government, or the State of Idaho, or any agencies or sub-divisions, or sub-contractors thereof.
- B. Hardware repair services from vendor or third-party.

## 4. SERVICE RATES & PRICING

Customer may select the number of "Pre-Paid" service hours required and the associated guaranteed rate as specified in Addendum A to this Agreement. CAI agrees to provide service at this guaranteed rate up to the number of hours selected. Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in Addendum A to this Agreement.

- A. CUSTOMER may purchase network services support from CAI on a guaranteed hourly rate. Rates are listed in Addendum A to this agreement. CUSTOMER agrees to pay all invoices in full within net thirty (30) days of service unless otherwise noted in an addendum to this agreement. Should the CUSTOMER default in payment, the CUSTOMER shall be assessed late penalties and interest at current rates. Should collection be referred to a collection agency, the CUSTOMER shall be responsible for all reasonable collection charges and pay all costs, expenses and all reasonable legal costs incurred by CAI, for the purpose of collection of payment.
- B. CAI shall guarantee all rates quoted in the Contract Addendum A for a period of approximately twelve (12) months. Any rate changes may be adjusted annually at time of contract renewal.
- C. CUSTOMER shall be invoiced monthly for services and related expenses provided.
- D. Any hours used beyond the initial contracted amount as specified in Addendum A by the CUSTOMER will be billed monthly at the additional hours used rate stated in Addendum A of this agreement.
- E. "After Hours" charges and expenses will be billed separately on a monthly basis at the rates specified in Addendum A.
- F. Any other additional charges such as hardware purchases, supplies or other materials will be billed monthly to CUSTOMER as charges are incurred.
- G. Travel Expenses shall include "actual" expenses and the standard mileage rate allowable by the IRS unless otherwise notified in an addendum to this agreement.
- H. Travel Time one way from the nearest CAI support office shall be billed at the rate specified in Addendum A.

## 5. WARRANTY & REMEDIES



# COMPUTER ARTS, INC. MASTER IT Services Agreement

- A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.
- B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE.
- C. **Limitation of Liability.**  
NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (iii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.
- D. **Indemnification,**  
Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

## 6. INSURANCE COVERAGE

CAI shall maintain insurance coverage as follows:

- A. Worker Compensation & Employer's Liability – Employers Compensation Insurance Co – Policy #EIG 1084590 02, 10/01/17 -10/01/18
- B. General Liability and Property Coverage – Travelers Insurance Company, Policy #3702K2145, term – 3/15/17 – 3/15/18, General Liability Limit is \$2,000,000.
- C. Automobile Liability – Travelers Insurance Company, Policy #3340H9092 – term 3/15/17 – 3/15/18, liability limit is \$1,000,000.

- 7. This Agreement shall be in effect upon execution of this agreement and shall remain in effect for not less than twelve (12) months, after which time this Agreement may be terminated and canceled by either party upon ninety (90) days written notice. This agreement automatically supersedes any prior related agreements between CAI and CUSTOMER except as documented in an addendum to this agreement. CUSTOMER agrees to pay to CAI all sums due and owing as of the date of termination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of CAI and CUSTOMER and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument mutually agreed upon and executed by all parties to this agreement.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersede all proposals, oral or written, and all other communications between the parties relating to this service. If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF:


### CUSTOMER

1 \_\_\_\_\_  
Signature Date

2 \_\_\_\_\_  
Signature Date

3 \_\_\_\_\_  
Signature Date

### COMPUTER ARTS, INC.

 8/25/2017  
Signature Date

Mitch Cromwell  
Printed Name

CEO  
Title



**ADDENDUM A  
To  
“MASTER IT Services Agreement”**

This addendum takes effect October 1st, 2017 and supersedes all other Addenda to the “Master IT Services Agreement”. It shall remain in effect for the period of 12 months. IT Service Fees described in this addendum shall be provided by Computer Arts, Inc. (“CAI”) to Customer (“City of Bonners Ferry”) by CAI Service personnel and/or other CAI staff as necessary. Other individual services or a combination of services are available on a per-hour basis at the Customer’s discretion and may incur additional fees by separate agreement.

PC Hours	Guaranteed Hourly Rate
No Pre-Paid Hours	\$91.00
51 to 100	\$81.00
101 to 500	\$71.00
501 to 999	\$61.00
After Hours (5:00pm-8:00am MST, M-F, holidays, weekends)	\$121.00

Fiscal Year 2014-2015 Purchased	Fiscal Year 2015-2016 Purchased	Fiscal Year 2016-2017 Purchased	Fiscal Year 2017-2018 Recommended
51	0	300	300

**Guaranteed Hours Calculation for new Fiscal Year**

Select Number of hours to purchase	
Multiply by guaranteed rate (see chart above)	
<b>New annual IT Services Contract Price</b>	

**Travel Expenses associated with on-site IT Services**

Travel Time (one way only)	\$50.00 per hour per Technician
Travel Expense Mileage (round trip from nearest CAI)	Actual IRS allowed rate, currently \$0.535 per mile
Travel Expense Meals	Actual Costs
Travel Expense Lodging	Actual Costs
Travel Expense Transportation	Actual Costs

**Summary of Payment terms:**

- CUSTOMER shall be invoiced for the total contract amount in equal quarterly payments for the term of this AGREEMENT.
- Any unused hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full.
- Any hours and/or expenses used above and beyond the initial contracted amount by the CUSTOMER will be billed monthly at the “Non pre-paid” rate of this addendum.
- Any hours and applicable expenses requested and serviced as “After Hours” shall be invoiced separately at the “After Hours” rate of this addendum.
- CUSTOMER is responsible to pay in full for all hours used for the billing time period.
- Equipment, supplies or other materials shall be invoiced at date of delivery and are due upon receipt for their portion of payment. Multiple invoices may be generated based upon delivery schedule.
- The terms for payment shall be net thirty (30) days of the invoice date. If payment is not received within the terms specified, penalties and interest will apply.
- Travel Expenses and travel time will be billed monthly at the standard mileage rate allowable by the IRS plus actual expenses as specified in the table above.

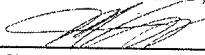
**CUSTOMER**

1  
\_\_\_\_\_  
Signature Date

2  
\_\_\_\_\_  
Signature Date

3  
\_\_\_\_\_  
Signature Date

**COMPUTER ARTS, INC.**

  
\_\_\_\_\_  
Signature Date 8/25/2017

Mitch Cromwell  
\_\_\_\_\_  
Printed Name

CEO  
\_\_\_\_\_  
Title


September 21, 2017

To the City of Bonners Ferry,

Effective October 27<sup>th</sup> 2017 I, Joseph Higgins am resigning from the City of Bonners Ferry, Water & Sewer Department. I am grateful for the opportunity to have served the city and would consider working for the City of Bonners Ferry in the future if the opportunity were to arise.

I wish the city and all its workers the greatest success in future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Higgins", written in a cursive style.

Joseph Higgins

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 FOUR PERTAINING TO PERMITTING FOR DOOR TO DOOR SOLICITATION AND SALES WITHIN THE CITY OF BONNERS FERRY; PROVIDING FOR PENALTIES; 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 Council has determined it in the interest of the citizens of Bonners Ferry to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the city

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 4 is hereby repealed.

**Section 2:** That Bonners Ferry City Code Title Three, Chapter 4 is hereby replaced to read as follows:

**DOOR TO DOOR SOLICITATION**

**3-4-1: AUTHORIZATION:**

This chapter is enacted pursuant to the city's general police power and the authority granted to cities by article 12, section 2 of the Idaho constitution and Idaho Code section 50-302.

**3-4-2: PURPOSE:**

The purpose of this chapter is to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the city.

This chapter is not intended to prohibit or hamper speech which is protected by the first amendment but merely to regulate specific activities which are commercial in nature. As such, the registration and background check provisions of this chapter do not apply to political or religious activities.

### **3-4-5: REGISTRATION REQUIRED:**

It is unlawful for any person to solicit door to door without first registering with the city of Bonners Ferry and passing a background check, unless exempt by state or federal law.

For the purposes of this chapter, "door to door solicitation" means any unsolicited contact by a person with any person at a residence or dwelling in the city of Bonners Ferry for the purpose of selling any product or service, or soliciting orders for any product or service.

### **3-4-6: REGISTRATION FEE:**

A registration fee and background check fee in the amounts set by resolution of the city council must be paid at the time the registration application is submitted.

### **3-4-7: REQUIRED INFORMATION:**

Applicants for registration must present a current government issued photo identification to the city clerk, allow the clerk to take a photograph of the applicant, and fill out a registration application to be provided by the city clerk, including the following information:

- A. Name and permanent home address of the applicant;
- B. A brief description of the nature of the business and the goods or services to be sold or provided;
- C. Name and address of the person's employer, together with an explanation of the exact relationship between the person and the employer;
- D. Length of time for which the door to door solicitation will occur;
- E. A statement as to whether or not the person has been convicted of any crime or violation of any municipal ordinance, the nature of the offense and where the offense was committed.

### **3-4-8: REQUIRED BACKGROUND CHECK:**

Persons convicted of a felony within five (5) years prior to the date of application are prohibited from door to door soliciting within the city limits of Bonners Ferry.

To determine eligibility, each applicant for registration must provide information and fingerprints necessary to obtain criminal history information from the Idaho state police and the federal bureau of investigation. Pursuant to Idaho Code section 67-3008, the City of Bonners Ferry will submit a set of fingerprints obtained from the applicant and the required fees to the Idaho State Police, Bureau of Criminal Identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section will be on forms prescribed by the Idaho State Police. The City of Bonners Ferry is authorized to receive criminal history information from the Idaho State Police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of applicants for licensing. As required by state and

federal law, further dissemination or other use of the criminal history information is prohibited. Fees required for the criminal history check must be tendered at such time as the application is made.

**3-4-9: TERM AND UPDATING PRODUCT INFORMATION:**

- A. A new registration must be filed with the city clerk annually.
- B. Each registrant must submit a revised product and/or services description, on a form provided by the city clerk, before selling door to door any products or services not listed on the original registration application.

**3-4-10: IDENTIFICATION AND DISPLAY OF REGISTRATION:**

All registrants must visibly display the city issued proof of registration on the outside of their clothing any time they are soliciting within the city limits of Bonners Ferry.

**3-4-11: PROHIBITED CONDUCT:**

- A. No person, registered or not, shall solicit business at any home or business when such location has clearly posted any sign indicating that solicitation or peddling is prohibited.
- B. No person, registered or not, shall continue with door to door solicitation at any home or business when requested to leave by the owner, authorized agent of the owner, or any other person that resides or works on the premises.
- C. No person may provide false information on a registration or background check application.
- D. No person, registered or not, may conduct door to door solicitations before nine o'clock (9:00) A.M. or after eight o'clock (8:00) P.M.
- E. No person, registered or not, may misrepresent the purpose of or affiliation of those engaged in the solicitation, or make misrepresentations or false statements when conducting the solicitation.
- F. No person, registered or not, may represent that the City of Bonners Ferry endorses the solicitation.

**3-4-12: EXEMPTIONS:**

- A. The fee and background check provisions of this chapter do not apply to persons qualifying as a nonprofit business, including charitable activities, within the meaning of United States Internal Revenue Code. Possession of a certificate of such status from the Internal Revenue Service is required to qualify for this exemption.
- B. Further, this chapter shall not apply to occasional sales or fundraisers conducted by local schools, local youth groups, and local service organizations.



**3-4-13: VIOLATIONS AND PENALTIES:**

Any person violating any of the mandatory provisions or requirements of this chapter is guilty of an infraction or misdemeanor as follows:

- A. Initial violations of any provision are an infraction subject to a fine of one hundred dollars (\$100.00).
- B. Second and third violations of the same section are an infraction subject to a fine of three hundred dollars (\$300.00).
- C. Any additional violations of the same section are a misdemeanor punishable as provided in section 1-4-1 of this 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



## Cooperative Agreement For Maintenance of State Highway US-95

THIS AGREEMENT, made and executed in duplicate this \_\_\_\_\_ day of September, 2017, by and between the IDAHO TRANSPORTATION DEPARTMENT, hereinafter called the "State," and the CITY OF BONNERS FERRY, hereinafter referred to as the "City."

### WITNESSETH:

#### 1. RECITALS

The parties desire to provide for the maintenance of state highway routes within the City as provided in *Idaho Code, Section 40-310(5)*, and to arrange herein for the particular maintenance functions to be performed by the City and those to be performed by the State and to specify the terms and conditions under which such work will be performed.

#### 2. AGREEMENT

This agreement shall supersede previous Cooperative Maintenance Agreements. In consideration of the mutual covenants and premises herein contained, it is agreed that the City will perform such maintenance work as is specifically delegated to it and the State will perform those particular functions of maintenance delegated to it on the state highway routes or portions thereof as hereinafter described under Sections 13, 17, and 17-a hereof or as said sections may be subsequently modified with the written consent of the parties hereto acting by and through their authorized representatives.

#### 3. MAINTENANCE DEFINED

Maintenance is defined as follows:

- a. The preservation and keeping of right-of-way and each type of roadway, structure, and facility in the safe and usable condition to which it has been improved or constructed, but does not include reconstruction or other improvement.
- b. Provisions as necessary for the safety and convenience of traffic and the upkeep of traffic control devices.
- c. The general utility services such as roadside planting and vegetation control.
- d. The special or emergency maintenance or repair necessitated by accidents or by storms or other weather conditions, slides, settlements, or other unusual or unexpected damage to a roadway, structure or facility.
- e. Upkeep of illumination fixtures on the streets, roads, highways, and bridges, which are required for the safety of persons using the said streets, roads, highways, and bridges.

#### 4. DEGREE OF MAINTENANCE

The degree and type of maintenance for each highway or portion thereof shall mean doing the work and furnishing the materials and equipment to maintain the highway facility herein described in a manner as near as practicable to the standard in which they were originally constructed and subsequently improved.

#### 5. LEGAL RELATIONS AND RESPONSIBILITIES

Nothing in the provisions of this agreement is intended to affect the legal liability of either party to the contract by imposing any standard of care respecting the maintenance of state highways different from the standard of care imposed by law.

It is understood and agreed that neither the State, nor any officer, agent, servant, or employee thereof is responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City or in connection with any work, authority or jurisdiction delegated to the City under this Agreement for Maintenance. The City, its officers, agents, servants, or employees, shall not be responsible for any damage or liability arising in connection with work to be performed by the State which is not otherwise delegated to the City.

6. HIGHWAY

Highway, as used herein, includes the entire right-of-way which is secured or reserved for use in the construction and maintenance of the traveled way and roadsides as hereinafter described.

7. ROADWAY

Roadway means the area between the inside face of curbs or the area between the flow lines of paved gutters; otherwise, the entire width within the highway which is improved for vehicular use including improved shoulders and side slopes, if they exist.

8. IMPROVED ROADSIDES

Improved roadside is the area between the roadway, as defined under Section 7, and the right-of-way boundary lines, including curb and sidewalk.

Curb relates to a timber, concrete, asphalt, or masonry structure separating or otherwise delineating the roadway from the remainder of the highway and shall include paved gutters. Medians that separate the roadways for traffic in opposite directions are considered a part of the improved roadsides. Sidewalk applies to the paved or otherwise improved surface area between the face of curb or edge of roadway and right-of-way boundary, including paved entrances or driveways.

9. UNIMPROVED ROADSIDES

Unimproved roadsides relate to the area between the roadway and right-of-way boundary wherein curbs and sidewalks do not exist.

10. BRIDGES

Bridges are structures that span more than 20 feet measured between abutments along the centerline of the street and multiple span structures where the individual spans are in excess of 10 feet measured from center-to-center of supports along the centerline of the street. All other cross-drainage structures shall be classified as culverts.

11. TRAFFIC CONTROL DEVICES

Traffic control devices include all signs, pavement markings, and highway illumination placed on or adjacent to the street or highway for the regulations, guidance, warning and aid of pedestrian and traffic movement thereon. Traffic signals will be treated under a separate agreement.

12. FRONTAGE ROADS

Frontage roads are roads constructed on either side of the highway to provide authorized road access to adjacent properties in lieu of access directly from the highway.

13. ROUTINE MAINTENANCE

Routine maintenance to be performed on the roadway or roadsides shall consist of such work as patching, spot sealing, crack sealing, snow plowing, snow removal, sanding, care of drainage, upkeep and repair of bridges,

culverts, curbs, benches and sidewalks, street sweeping and cleaning, repair of damage and cleaning up after storms and traffic accidents, control of roadside vegetation, care of landscaped areas, planters, trees or other ornamental plantings, and upkeep and operation of traffic control devices, all in the manner as hereinafter specified.

a. **Roadway**

- (1) Surface Repair: The patching of holes, depressed areas, spot sealing, undersealing, etc.
- (2) Crack Sealing: The cleaning, filling and sealing of cracks in pavement with sealing compounds.
- (3) Sweeping and Cleaning: The removal of dirt or litter normally coming onto the roadway from action of traffic or from natural causes, such as flood and storm debris.
- (4) Snow Removal: The removal of snow from the roadway by plowing, sweeping, and hauling and shall include applying sand and/or salt when required. The hauling away of snow need only apply on those highway sections where snow storage is limited or at such times when accumulations become greater than storage area capacity.
- (5) Utilities: Including manholes, boxes or other appurtenances shall be maintained by their owners.
- (6) Storm Sewers: Shall be kept clean and free from debris; traps and sumps cleaned as required after each storm.
- (7) Culverts: Shall be kept clean and free from debris; inlets and outlets shall be kept free of debris and growing grass or brush.

b. **Improved Roadsides**

- (1) Curbs: Shall be kept in repair by cleaning, patching, lifting, and aligning.
- (2) Sidewalks: Shall be kept in repair by cleaning, patching, lifting, aligning, and regrading if of gravel or other non-cemented material.
- (3) Lawn or Grass Areas: Shall be kept mowed, watered, edges trimmed, and the watering operations shall not flood or sprinkle on the roadway.
- (4) Trees and Plantings: Shall be kept trimmed with dead material removed and hazardous limbs pruned. This agreement shall not be construed as restricting, prohibiting or otherwise relieving the City of the responsibility for inspection and upkeep of trees in a manner that will insure maximum safety to both vehicular and pedestrian traffic or to restrict or relieve the City from following the same policy and procedure generally followed by it with respect to streets of the City in the matter of requiring sidewalk repairs and control of vegetation to be made by or at the expense of abutting owners who are under legal obligation to perform such work.
- (5) Benches and Planters: Shall be kept in repair by cleaning, patching, aligning, and painting.

c. **Unimproved Roadsides**

- (1) Ditchings: Foreslopes, backslopes, and ditches shall be bladed and ditched regularly as required to keep as near as possible to the original typical cross section.
- (2) Cleaning: Foreslopes and backslopes shall be mowed as required. Trees and shrubs shall be kept trimmed, dead material removed and hazardous limbs pruned, waterways shall be kept free of debris.

d. **Traffic Control Devices**

Traffic control devices installed and maintained on the urban extensions of the State Highway System shall be in conformance with the recommendations and specifications of the current *Manual on Uniform*

*Traffic Control Devices for Streets and Highways* as approved by the American Association of State Highway and Transportation Officials (AASHTO) and as adopted by the Idaho Transportation Department. The maintenance to be performed on these items shall consist of furnishing all necessary labor, material, services, and equipment to install, replace, operate, and/or repair in accordance with this agreement.

All traffic control devices installed inside the full control of access limits of the Highway System shall be the responsibility of the State.

- (1) Route Guide Signing: This includes all official designation guide signs at junctions of the urban extensions of the State Highway System, all entering community signs and all U.S. or State Highway System route markers necessary to properly identify and keep the motorist sure of the routes.
- (2) Other Guide Signs: This includes all other guide signs of an informational nature identifying streets, city parks, landmarks, and items of geographical or cultural interest that the community desires to sign.
- (3) Warning Signs: These will include all signs used to indicate conditions that are actually or potentially hazardous to users of the highway or street.
- (4) Speed Signs: These will include all regulatory signs to indicate speed limits that have been designated in accordance with statutory provisions.
- (5) Other Regulatory Signs: These will include all regulatory signs, other than the speed sign and lane control sign which are used to indicate the required method of traffic movement or use of the public highway or street.
- (6) Highway Lighting: This includes all fixed illumination of the roadway or sidewalks for purposes of providing better visibility of persons, vehicles or roadway features. All highway lighting shall be installed and maintained in accordance with current policies of the State. Maintenance shall include all upkeep of supports, interconnecting service, electrical energy costs, cleaning, lamp renewal, and associated labor and material costs required to maintain the lighting system in continuous nighttime operation.
- (7) Lane-Line Markings: These will include those lines dividing the roadway between traffic moving in opposite directions, lane-lines separating two or more lanes of traffic moving in the same direction, painted channelization, pavement edge markings, and no passing barrier lines where required.
- (8) Other Pavement Markings: These include all stop lines, crosswalk lines, parking space limits and word and symbol marking set into or applied upon the pavement surface or curbing or objects within or adjacent to the roadway for the purpose of regulating or warning traffic.

#### 14. ENCROACHMENT PERMITS

If the State delegates authority to issue encroachment permits to the City, the authority shall pertain to all parts of the highway or street throughout the particular length indicated under Section 17 and/or 17-a of this agreement. Authority to issue encroachment permits shall not be assigned to the City unless they have adequate ordinances governing the encroachments together with an administrative organization and procedure capable of enforcing the ordinances.

Permits shall be issued on a form provided by the State and the City will furnish a copy of each permit to the State. The City agrees to follow current policies of the State regarding encroachment unless the City, by ordinance or other regulation, imposes more restrictive regulations as stated below. Prior approval of the State shall be secured before any permit is issued for the original installation of any utility line, driveway or other permanent encroachment within the highway right-of-way.

If the City, by ordinance or other regulation, imposes more restrictive regulations and requirements regarding signs, marquees and/or driveways than above set forth or as provided in current State policies, nothing in these provisions shall be construed to prevent the City from enforcing such restrictive regulations in the granting or refusing of permits with respect to any State Highway. Where authority to issue encroachment permits is retained by the State, all local ordinances which are more restrictive than State policy will be observed. When authority to issue Encroachment permits is retained by the State, approval of the City will be secured prior to the issuance of a permit. State permit forms will be used and a copy will be forwarded to the City for its record.

The City or State shall comply with its usual policy with respect to collecting costs from permittees in such cases as fees or charges are made by the City or State for encroachment work on streets or highways.

No signs, billboards or structures other than those authorized and installed by the State or the City as necessary for the regulating, warning, and guiding of traffic shall be permitted within or to overhang the right-of-way of any State Highway, except in accordance with these provisions:

- a. Signs or marquees extending over the sidewalk and right-of-way may be installed on a permitted basis in business districts only, subject to the following restrictions:
  - No sign or marquee shall be permitted to project over the roadway nor to extend beyond a vertical line located 18 inches outside the inside face of the curb.
  - Signs extending over the sidewalk area shall have no part thereof less than 12 feet above sidewalk or ground level. Marquees extending over the sidewalk area shall have no part thereof less than eight feet above sidewalk or ground level.
- b. Displays or signs overhanging the right-of-way may be authorized on a permit basis only outside of business districts when the display is placed flat against and supported by the building and providing it does not extend more than 12 inches into the right-of-way.
- c. All signs and marquees shall conform to the city building and/or sign code excepting that minimum clearance requirements as herein specified must be complied with.

They shall at all times be maintained in a good appearing and structurally safe condition. Any existing sign or marquee suspended or projected over any portion of State Highway right-of-way, which constitutes a hazard, shall be immediately repaired or removed.

- d. Signs or displays will not be permitted which resemble, hide, or because of their color, interfere with the effectiveness of traffic signals and other traffic control devices. Illuminated signs or displays containing red, yellow, or green lights will not be permitted to overhang the right-of-way.
- e. Temporary municipal decorations may be installed and suspended over the State Highway on a permit basis only. They shall not be permitted in locations that interfere with the visibility and effectiveness of traffic control devices.

It is understood that none of the provisions listed above (a. to e. inclusive) will be in conflict the Beautification of Highways Act of 1966, *Idaho Code, Section 40, Chapter 28*.

- f. Use of state highway right-of-way for benches, planters, and trees is subject to the following conditions:
  - Benches, planters, and trees must be at least 18 inches from the face of the curb. When benches, planters, and trees are placed on sidewalks, there must be a four-foot open space for pedestrians and bicyclists measured at a right angle from the edge of the sidewalk, or as an alternative, spacing that meets city-approved standards.
  - Benches, planters, and trees should not obstruct crosswalks or wheelchair ramps, or force pedestrians into the street by their placement.

- Benches, planters, and trees should not be placed so as to impede the sight distance of vehicles using the highway.
- Benches, planters, and trees shall not bear markings or signs that resemble official traffic signs.
- Cities allowing benches, planters, and trees on state highway right-of-way agree to indemnify, defend regardless of outcome, and hold harmless, ITD from all accidents or occurrences resulting in damage to property, injury, or loss of life related to bench placement on highway right-of-way within the city.

15. **TRANSPORTATION PERMITS**

Transportation permits will be required on State Highways for all vehicles and their loads that exceed legal limitations. If authority to issue transportation permits is delegated to the City, such authority shall pertain only to travel that originates and terminates within the City corporate limits.

16. **ROUTE DESCRIPTION**

<u>Route No.</u>	<u>Milepost</u>	<u>Length Miles</u>	<u>Description of Routing</u>
US-95	505.236-507.565	2.329	South Main Street City of Bonners Ferry
*City Streets Within State Right-of-way limits	Various	Various	Kennedy St, McCall St, Bauman St., Walker Ln., Eisenhower St., Tamarack Ln., Augusta St., Fry St., Alderson Ln., Lincoln St., Cody St., Denver St., El Paso St., Harrison St., Van Buren St., Jackson St., Monroe St., Madison St., Ash St., Kootenai St., Riverside St/Main St., (Arizona St. under)

\*This includes portions of City streets that intersect US-95 or drainage facilities associated with them that will be constructed as part of this project.

17. **DELEGATION OF MAINTENANCE**

The maintenance work to be performed by the City or State shall conform to the provisions hereof and shall include those operations as hereinafter indicated.

**MAINTENANCE FUNCTION**

**AGENCY TO PERFORM WORK**

ROADWAY	US 95 (S. Main St.)	*City Streets Within State Right-of-way limits	Route No.
1. Surface Repair	State	City	
2. Crack Sealing	State	City	
3. Sweeping and Cleaning	State	City	
4. Snow Removal	State	City	
5. Utilities	City/Utility Companies	City/Utility Companies	
6. Culverts	State	City	
7. Storm Sewers	State	City**	
<b>BRIDGES</b>			
1. Main Structure	State	N/A	
2. Pedestrian Walks	City	City	
<b>IMPROVED ROADSIDES</b>			
1. Curbs	State	City	
2. Sidewalk	City	City	
3. Lawn or Grass Areas	City*	City*	
4. Trees and Planting	N/A	City	
5. Medians	State	N/A	
6. Benches and Planters	N/A	City	
<b>UNIMPROVED ROADSIDES</b>			
1. Ditching	State	City	
2. Cleaning	State	City	
3. Weed Eradication	State	City	
<b>TRAFFIC CONTROL DEVICES</b>			
1. Route Guide Signs	State	City	
2. Other Guide Signs	State	City	
3. Warning Signs	State	City	
4. Rectangular Rapid Flashing Beacon (RRFB)	State***	City***	
4. Speed Signs	State	City	
5. Other Regulatory Signs	State	City	
6. Highway Lighting	City	City	
7. Lane-Line Markings	State	City	
8. Other Pavement Markings			
Parking Space Limits	N/A	City	
Crosswalks	City	City	
Stop Bars	City	City	
School Crossing	City	City	
Railroad Crossing	N/A	N/A	
Lane Control	State	City	
<b>ISSUE PERMITS ENCROACHMENTS</b>	State	City	
<b>ISSUE PERMITS TRANSPORTATION</b>	State	City	

\*No Plants, Trees, or Bushes will be allowed in the grass buffer area within the highway right-of-way.

\*\*Storm Drains that are on private property and City right-of-way will be maintained by the City.

\*\*\*State will supply and install RRFB and the City will supply power and maintenance.



**18. DELEGATION OF COSTS**

All agencies shall bear all costs of maintenance obligations assigned to them under this agreement.

**19. SUBSEQUENT IMPROVEMENTS**

When a highway section or portion thereof is improved to urban standards, i.e., with curbs, sidewalks, etc., the delegation of maintenance shall automatically change to conform to the provisions as provided for similar sections under this agreement.

**20. TERM OF AGREEMENT**

This agreement shall become effective immediately and shall remain in full force and effect until amended or terminated.

The agreement as above may be amended upon the mutual consent of the parties thereto.

The agreement as above may be terminated at any time upon 30 days' written notice by either party thereof to the other.

IN WITNESS WHEREOF, the parties have set their hands the day and year first above written.

**ITD Recommendation and Approval**

District Engineer's Signature
Maintenance Supervisor's Signature
Highway Operations Manager's Signature

**City/County**

City/County Name
Mayor/Commissioner's Signature
City/County Clerk's Signature

**CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION**

Owners Name: Danielle Beasome

Business Name: Mugsy's Tavern & Grill

Business Address: 7161 Main Street  
Bonnors Ferry, ID 83805

State Beverage License Number: 17382

I hereby request a catering permit for the following dates: Oct 21<sup>st</sup>

from the hours of 4pm a.m./p.m. to 10pm a.m./p.m. at the

following location: Fairgrounds

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

event: Victims Advocate

Type of Event: Fundraiser

Wine:  Beer:  Hard Liquor:

[Signature] 9/29/17  
Signature of the Licensee Date

Danielle Beasome  
Printed Name

Address: 547 Westwood Dr. Phone: (208) 597-5519  
Maryle Springs

Date Submitted to City Council \_\_\_\_\_

**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

SEP 28 2017

CITY OF BONNERS FERRY

**REGISTER ONLINE:**

[www.idprima.org/registration\\_form](http://www.idprima.org/registration_form)

**REGISTRATION FEE:**

\$35.00 per attendee

**Please send checks to:**

IDAHO CHAPTER OF PRIMA

PO BOX 15298

BOISE, ID 83715

**CANCELLATIONS:**

Cancellations must be made 5 days prior to the training. Email [info@idprima.org](mailto:info@idprima.org) or call 208-246-8195.

**Session 4 : LIABILITY ISSUES & EXPOSURES, CURRENT TRENDS**

**Fall 2017 - TRAINING TOPICS**

- ◆ The IRS and Public Entity Issues
- ◆ Understanding Unemployment Laws
- ◆ Workers Compensation Trends
- ◆ Electronic Communications: Understand the Power & Challenges -  
Cyber Liability, Electronic Records, Social Media
- ◆ How to Keep You and Your Agency Out of Trouble
- ◆ Historical Document Retention
- ◆ Emerging Trend: Transgender Issues

**ELECTION OF YOUR PRIMA BOARD**

Will be held at the PRIMA Fall 2017 training. If you wish to nominate someone for a board position, complete the nomination form on the website at [www.idprima.org](http://www.idprima.org) by

September 18, 2017 (see form for details).



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

REPORT FOR THE MONTH OF: *August, 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	\$117,950	\$1,711,652	1,553,889	24,514,929	2,020			
2 Residential Seasonal								
3 Commercial - small (50 KVA or less)	\$43,162	\$488,284	629,986	7,171,167	458			
4 Commercial - large (over 50 KVA)	\$83,051	\$933,250	1,351,507	15,099,141	186			
5 Industrial	\$74,373	\$1,046,763	1,645,943	20,437,973	12			
6 Irrigation and/or drainage pumping	\$1,088	\$27,671	9,168	347,953	8			
7 Public Street Lighting	\$2,450	\$26,868			3			
8 Interdepartmental	\$5,189	\$52,790	85,479	788,375	27			
9 Self Consumed	\$252	\$2,796	3,283	36,626	3			
10								
11								
12 Total (1 thru 11)	\$327,515	\$4,290,074	5,279,255	68,396,164	2,717			
	<b>INCOME STATEMENT</b>							
	<b>OTHER REVENUES</b>							
13 Pole Use	\$0	\$7,843	1. Total operating Revenue (line 18)	This Month	Year to Date			
14 Connects	\$4,930	\$15,618	2. Operating revenue deductions:	\$332,610	\$4,332,205			
15 Conservation		\$9,279	3. Total operating expenses (line 30)	\$284,538	\$3,446,085			
16 Misc. Electric Revenue	\$165	\$9,391	4. Depreciation	\$40,235	\$442,585			
17 Total Misc. Revenue (13 thru 15)	\$5,095	\$42,131	5. Amortization					
18 Total Operating Revenue (12 + 16)	\$332,610	\$4,332,205	6. Taxes (transfer to General Fund)	\$16,631	\$221,162			
	<b>OPERATING EXPENSES</b>							
19 Generation	\$27,813	\$254,702	7. Tax equivalents (interest to General Fund)	\$2,682	\$30,572			
20 Power Purchases - BPA	\$164,284	\$2,041,601	8. Total operating revenue deductions(3 thru 7)	\$344,086	\$4,140,404			
21 Power Purchases - Other			9. Operating Income (1 minus 8)	(\$11,476)	\$191,801			
22 Maintenance - General Property	\$6,467	\$53,784	<b>OTHER INCOME</b>					
23 Conservation		\$5,318	10. Interest	\$2,682	\$30,572			
24 Customer's Svc & Record	\$4,760	\$42,587	11. Misc. Non-operating revenue (net)	\$2,682	\$59,630			
25 Total Ops & Treatment Expense			13. Gross Income (9 + 12)	(\$8,794)	\$282,003			
26 Administrative and General	\$35,018	\$557,945	14. Interest on long term debt	\$10,575	\$28,606			
27 Transmission	\$1,502	\$36,622	15. Interest on investment of municipality	\$2,603	\$28,630			
28 Distribution	\$33,409	\$396,521	16. BPA Revenues					
29 Rolling Equipment	\$11,285	\$57,005	17. BPA Expenditures					
30 Total Operating Expenses(19 thru 29)	\$284,538	\$3,446,085	18. Miscellaneous income deductions					
			19. Total Income deductions (14 thru 18)	\$13,178	\$57,236			
			20. Net Income (13 minus 19)	(\$21,972)	\$224,767			

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

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

	DOLLARS		Cubic Feet Sold		# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	
<b>SALES</b>					
1 Residential	\$78,478	\$621,221	2,489,508	9,865,219	1,087
2 Commercial - small	\$35,769	\$261,660	1,008,674	4,895,228	217
3 Commercial - large	\$20,228	\$151,136	611,274	3,181,503	81
4 Interdepartmental	\$1,664	\$6,960	57,900	170,673	6
5 Wholesale					
6 Industrial	\$361	\$3,912			2
7 Pumping & Drainage	\$81	\$877			1
8 Total (1 thru 7)	\$136,581	\$1,045,766	4,167,356	18,112,623	1,394
<b>OTHER REVENUES</b>					
9 Bulk Water Sales	\$100	\$600			
10 Coin Op Sales	\$265	\$1,362			
11 Misc. Water Revenue		\$862			
13 Connect Fees	\$399	\$15,365			
14 Grant Revenue					
15 Total Misc. Revenue (9 thru 14)	\$764	\$18,189		\$28,670	\$315,370
16 Total Operating Revenue (8 + 15)	\$137,345	\$1,063,955			
<b>OPERATING EXPENSES</b>					
17 Source of Supply	\$112	\$10,569			
18 Pumping	\$562	\$10,740			
19 Treatment	\$14,545	\$175,781			
20 Transmission	\$132	\$2,322			\$1,148
21 Distribution	\$7,107	\$63,178			\$179,415
22 Line Operation/Maintenance	\$1,341	\$19,707			\$180,563
23 Meter Maintenance/Reading	\$1,018	\$8,765			\$355,584
24 Structure Maintenance	\$972	\$3,821			
25 Customer Service					
26 Customer Accounting	\$2,161	\$17,576		\$53,400	\$113,314
27 Rolling Equipment	\$2,226	\$17,741			
28 General & Administrative	\$10,028	\$182,842			
29 Conservation					
30 General Property Maintenance	\$0	\$7,324			
31 Total Operating Expenses(17 thru 28)	\$40,204	\$520,366		\$53,400	\$113,314
<b>INCOME STATEMENT</b>					
				This Month	Year to Date
1. Total operating Revenue (line 16)				\$137,345	\$1,063,955
2. Operating revenue deductions:					
3. Total operating expenses (line 29)				\$40,204	\$520,366
4. Depreciation					
5. Amortization					
6. Taxes (General Fund Transfer)				\$6,867	\$53,198
7. Tax equivalents (Interest to General Fund)					
8. Total operating revenue deductions(3 thru 7)				\$75,741	\$888,934
9. Operating Income (1 minus 8)				\$61,604	\$175,021
<b>OTHER INCOME</b>					
10. Interest				\$133	\$1,148
11. Misc. Non-operating revenue (net)					\$179,415
12. Total other income (10 + 11)				\$133	\$180,563
13. Gross Income (9 + 12)				\$61,737	\$355,584
<b>14. Interest on long term debt</b>					
<b>15. Interest on investment of municipality</b>					
<b>16. Miscellaneous income deductions</b>					
<b>17. Total Income deductions (14 thru 16)</b>					
<b>18. Net Income (13 minus 17)</b>					
				\$8,337	\$242,270

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: August, 2017

	DOLLARS		Cubic Feet Sold			# of Cust.
	This Month	Year to Date				
<b>SALES</b>						
1 Residential	\$31,143	\$331,469				1,007
2 Commercial - small	\$19,174	\$202,855				203
3 Commercial - large	\$11,489	\$123,652				70
4 Interdepartmental	\$30	\$314				1
5 Wholesale						
6 Industrial	\$59	\$628				2
7 Pumping & Drainage						
8						
9 Total (1 thru 7)	\$61,895	\$658,918	0		0	1,283
<b>OTHER REVENUES</b>						
10 Junk or Salvage Sold						
11 Flusher Truck Rental		\$1,529				\$664,188
12 Misc. Sewer Revenue		\$105				\$363,299
13 Connect Fees	\$30	\$3,636				
14 Grant Revenue						
15 Total Misc. Revenue (10 thru 14)	\$30	\$5,270				\$62,700
16 Total Operating Revenue (9 + 15)	\$61,925	\$664,188				
<b>OPERATING EXPENSES</b>						
17 Pumping & Lift	\$921	\$36,966				\$459,208
18 Treatment	\$8,852	\$183,859				\$204,980
19 Dredging	\$2,205	\$14,343				
20 Transmission		\$4,336				\$1,278
21 Distribution	\$4,130	\$31,565				\$161
22 Collection						\$1,439
23 Operation Lines	\$253	\$2,087				\$206,419
24 Maintenance of Lines	\$350	\$466				
25 Structure Maintenance		\$648				
26 Customer Service						
27 Customer Accounting	\$180	\$1,702				
28 Rolling Equipment	\$560	\$14,677				
29 General & Administrative	\$6,622	\$72,590				
30 General Property Maintenance		\$60				\$0
31 Total Operating Expenses(17 thru 30)	\$24,073	\$363,299				\$206,419
<b>INCOME STATEMENT</b>						
				This Month	Year to Date	
1. Total operating Revenue (line 15)				\$61,925		\$664,188
2. Operating revenue deductions:						
3. Total operating expenses (line 28)				\$24,073		\$363,299
4. Depreciation				\$5,700		\$62,700
5. Amortization				\$3,096		\$33,209
6. Taxes (General Fund Transfer)						
7. Tax equivalents (Interest to General Fund)						
8. Total operating revenue deductions(3 thru 7)				\$32,869		\$459,208
9. Operating Income (1 minus 8)				\$29,056		\$204,980
<b>OTHER INCOME</b>						
10. Interest				\$154		\$1,278
11. Misc. Non-operating revenue (net)						\$161
12. Total other income (10 + 11)				\$154		\$1,439
13. Gross Income (9 + 12)				\$29,210		\$206,419
14. Interest on long term debt						
15. Interest on investment of municipality						
16. Miscellaneous income deductions						
17. Total Income deductions (14 thru 16)						\$0
18. Net Income (13 minus 17)				\$29,210		\$206,419