

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.

#### **Vision Statement**

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

**AGENDA  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
March 15, 2016  
7:00 p.m.**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARING**

Title 11, Chapter 14 Sign Code Amendment – File #AM02-15

#### **Decision on Title 11, Chapter 14 Sign Code Amendment – File #AM02-15**

Title 11, Chapter 2 Downtown District – File #AM03-15

#### **Decision on Title 11, Chapter 2 Downtown District – File #AM03-15**

#### **PUBLIC COMMENTS**

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

#### **GUESTS**

Jennifer VanEtten – Kootenai River Days 2016 Street Closure

#### **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 March 1, 2016 Council Meeting Minutes

#### **OLD BUSINESS**

## **NEW BUSINESS**

5. City – Reading of Ordinance Amending Title 11, Chapter 14 Sign Code (attachment)
6. City – Reading of Ordinance Amending Title 11, Chapter 2 Creating Downtown District (attachment)
7. Electric – Authorize Mayor to Sign Idaho Forest Group Extension Agreement (attachment)
8. Electric/Water/Sewer – Approval to Purchase New Computer for Utility Billing (attachment)
9. Street – Authorization for John Youngwirth to Attend State Auction in Lewiston and Spend up to \$5,700 (attachment)
10. Police – Authorize Advertisement for Police Officer
11. City – Incident Commander Bob Graham Reaffirmation
12. City – Discuss Writing Letter to John Deere Regarding Business Closure
13. Electric – Authorize Mayor to Sign Agreement with Eugene Water and Electric Board (attachment)

## **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**

## **NEXT MEETING DATE**

## **INFORMATION**

14. City – AIC Conference in Boise June 22 through June 24, 2016
15. Street – Cleanup Week April 11 through April 18, 2016
16. City – AIC 2016 spring Academy for City Officials in Coeur d'Alene April 21, 2016 (attachment)



## CITY OF BONNERS FERRY

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

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### **Staff Report for Title 11, Chapter 14 Sign Code Amendment File #AM02-15**

**Prepared by:** Lisa Ailport, AICP  
Contract Planner with Ruen-Yeager and Assoc.  
219 Pine Street  
Sandpoint, Idaho 83864

**Project Description:** The City Council of Bonners Ferry will hold a public hearing to consider making amendments Bonners Ferry City Code, Title 11; Chapter 14 Sign Regulations. The City Planning and Zoning Commission, at the direction of the City Council, reviewed Title 11, Chapter 14 for amendment and has proposed changes that were unanimously approved at a January 2016 public hearing.

**Applicant:** City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

**Notice Provided:** Notice of the public hearing to consider the amendment to Title 11, has been provided as least 15-days prior to the hearing to the political subdivision providing services in the City of Bonners Ferry.

**Hearing Date:** March 15, 2016

**Publication Date in paper:** February 25, 2016

**Mailed to political subdivisions:** February 23, 2016

**Hearing Packet:** Staff Report  
Draft Ordinance Text

## PROJECT SUMMARY AND BACKGROUND

The Bonners Ferry Planning and Zoning (P/Z) Commission has initiated review and changes to Title 11, Chapter 14 of the Bonners Ferry City Code to address modifications to signs within City limits. In May of 2015, the City Council, through then City Administrator Stephen Boorman, directed the Planning and Zoning Commission to look into several areas of the existing Title 11, Chapter 14.

In a memo dated May 12, 2015, Mr. Boorman enumerated seven specific areas the Council would like to see the Planning and Zoning Commission endeavor to address. Those areas include:

1. LED Graphic Reader Board signs – limiting and or restricting them in the downtown district;
2. Roof Mounted Signage- the need to define it and provide appropriate regulations in the downtown area;
3. Clarifying street frontage and corresponding signage area allowed;
4. Review setbacks for future signs in all districts;
5. Address projecting signs in the downtown area;
6. Address freestanding sign setback as current language is too restrictive;
7. Signage in residential districts, look to address and allow with limitations.

Based on the direction from Council, the P/Z Commission at its May 2015 regular meeting initiated a Sign Committee made up of a number of different stakeholders including residents, downtown business owners, the economic development director, two P/Z commissioners, a city council woman and staff. The Committee's direction was to review language for the downtown area and make recommendations to the Commission on draft language.

The Sign Committee first met in July 2015 to discuss addressing signage in the downtown area. The group met on the heels of a major U.S. Supreme Court decision, *Reed vs. City of Gilbert*, which described with more clarity what freedom of speech looks like at the local level and with local regulations. This landmark case has already had a ripple affect across the country and eventually will force communities, just like Bonners Ferry, to adjust their sign regulations to come into compliance with content neutral regulations. Luckily, given the timing on this, the City was able to capitalize on the Supreme Court decision and make necessary modifications to the text while adjusting for relevant local content.

At the meeting in July, the committee determined that the sign ordinance lacked clarity and measureable standards that could be equally enforced throughout the city. They then believed it would be easier started over, than to work with what was existing. In August two draft ordinances were presented to the committee for consideration. The first by city staff and another by a committee member. After reviewing each draft it was determined that the committee member's draft had very good structure, but was overall too restrictive based on the existing pattern of economic growth in Bonners Ferry. The committee then directed staff to look into combining both the staff draft and the committee member's draft.

After the newly formulated draft was completed by staff it was then brought back before the committee for consideration. It was at this time, the staff had narrowed down several targeted areas that needed further addressing and comment from the public. Staff then initiated a survey that was sent to business and property owners asking them to answer four questions (see survey results below).

From the responses of the survey and involvement from the Planning and Zoning Commission, the

draft text has been formulated into the current language. A more in depth evaluation of the sign ordinance text will occur in the staff analysis section, however, here are some of the highlights that the new ordinance has incorporated:

- It has defined 27 new words and incorporated 2 existing words (§11-14-3)
- Includes specific standards for the following sign types (§11-14-6):
  - Electronic Message Boards (Animated and Changeable Copy signs)
  - Roof-Mounted Signs
  - Projecting Signs
  - Sandwich Board Signs
- Provides for prohibited signage (§11-14-7)
- Establishes a table that illustrates signage types by zoning district (§11-14-8)
- Provides for the administration of sign permits (§11-14-10).

## **STAFF ANALYSIS**

### **I. PUBLIC INVOLVEMENT**

Legislative matters such as an ordinance of this nature should incorporate some level of public involvement. While not specifically required procedurally under Idaho Code 67-6509, ordinances adopted by a community should incorporate the sentiment of the community.

There is no perfect recipe for the right amount of public involvement and each community should address issues individually based on the position of the leadership, residents and business owners. In the case of the Bonners Ferry Sign ordinance, the Planning and Zoning Commission felt that the business community should be actively involved in directing the language alongside government leaders and residents. It was this thinking that the Commission felt having a sub-committee focused on signage could bring forward the ideas and sentiment of the community. In addition, surveys are another opportunity to get public involvement on issues surrounding community changes. In the case of Bonners Ferry, staff and the commission utilized both of these opportunities. A summary of those opportunities are provided below.

#### **Sign Sub-Committee**

The formation of the committee brought together the business ideals and community ideals to the table. Many sensitive issues were debated and discussed and the end result is a draft that attempts to strike a balance between the business community and the residents who support those businesses.

The committee met four times over the course of July through October. The meetings were recorded and minutes were developed. The Sub-Committee reviewed and directed staff on the structure of the new ordinance and provided feedback on issues such as sandwich boards, roof-mounted signage limitations, projecting signs and lighting standards.

#### **Surveys**

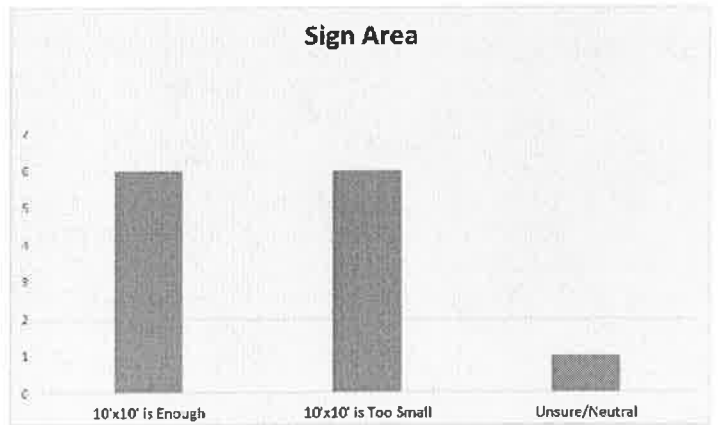
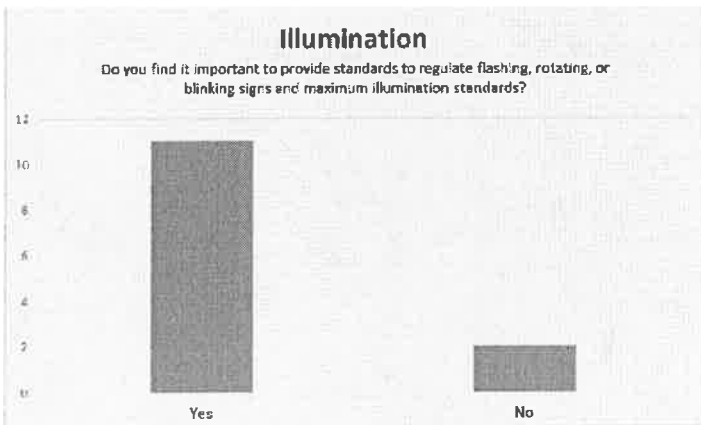
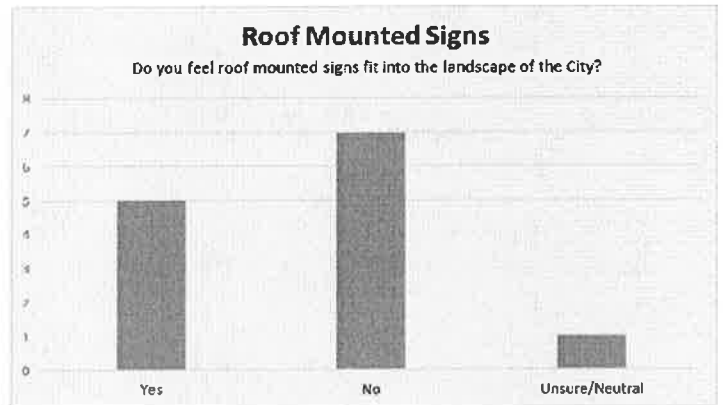
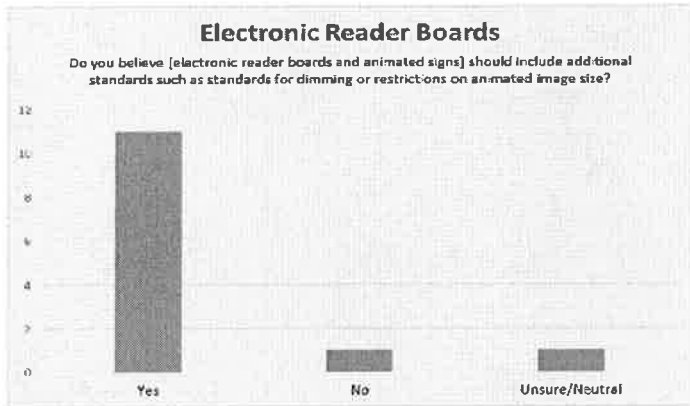
Once the ordinance started to take shape, it was apparent there were several key areas that needed additional input from the community. Those key areas included roof-mounted signage, electronic message signs, lighting and maximum sign area. Staff felt that while the Sign Committee had provided great input on behalf of the downtown businesses, their representation was limited to the downtown core. In order to feel that staff had heard from other properties and business owners staff developed a short four-question survey which was mailed or hand delivered to ±150 businesses or property owners in the City.

The four question survey asked:

- How do you feel roof mounted signs fit into the landscape of the City?
- Currently, electronic reader boards or animated signs are not separated out or treated differently than fixed or non-animated signs. Do you believe these types of signs should include additional standards such as standards for dimming or restrictions on animated image size?
- Do you find it important to provide standards to regulate flashing, rotating or blinking signs and maximum illumination standards?
- New language seeks to reduce the maximum sign area from 300 to 100 square feet (10'x10') per sign. Do you feel this reduction in size will limit the way businesses advertise in Bonners Ferry?

**Sign Survey Results**

Of the ±150 survey results that were mailed or hand delivered to business owners and property owners, we received 13 responses back. Of those 13 responses, we have provided graphs illustrating the answers to the questions. In addition, the file contains the actual responses provided along with a summary excel sheet that includes comments provided with the survey. The surveys were provided anonymously and did not contain information about the participant.



### **City Website**

In order to allow the public more of an opportunity to stay informed on the progress of the draft sign ordinance, staff turned to the website to host the subcommittee's agendas, the draft versions and the minutes of the committee. The public could have access to current and past information and could provide input directly to the city regarding the direction and progress of the ordinance. Since this is a new endeavor, it took some time for the public to gain knowledge of the information being located on the website. However, it seems to be an opportunity for informing the public that we will look to continue to utilize on future planning projects.

### **Public Involvement Summary**

There have been many discussions on how much the City should regulate signage size, location, height and type through the sub-committee comments and the survey results. Staff has attempted to incorporate those comments into the city file and has tried to strike a balance between competing visions and ideals. For example, the survey results that were submitted showed a 5-7 split on accepting roof-mounted signage into the city landscape, but many of the subcommittee members felt strongly that they were appropriate. Therefore staff has presented some "scale-appropriate" standards that seeks to strike a balance with historic development patterns and the sentiment of homeowners and business owners in Bonners Ferry. These "scale appropriate" standards include limiting location, heights and movements of roof-mounted signs (see language at §11-14-6B), but allows for signs to be externally and internally illuminated.

## **II. SIGN STANDARDS SPECIFICS**

A brief summary of the new layout of the ordinance is as follows:

**§11-14-1: Purpose Statement-** This area's text had not changed from the original Chapter 14 standards, except to specifically identify each purpose statement individually, rather than the paragraph version that exists currently. This helps the public and the governing body to quickly identify with the purpose statements rather than to have to pull from the previous paragraph of the existing 11-14-1.

**§11-14-2: Restrictions-** Replaces Public Signs Excluded. Public signs were moved to §11-14-4A-B and §11-14-7. The current language provides for restrictions on placement of signs without approval by the City. It also gives clarity to what is not included in the sign definitions. This further clarifies the definition of a sign listed under §11-14-3.

**§11-14-3: Definitions-** Replaces General Requirements for all signs and districts – this section was broken up into several new areas (§11-14-5, §11-14-6, §11-14-8). The new section seeks to define terms that are appropriate to this chapter. Twenty seven (27) new definitions have been added to the chapter and two definitions have either been repeated or brought forward into this section.

**§11-14-4: Signs Authorized without a Permit-** Replaces Measurement of Sign Area, which was moved to §11-14-5C. Section 11-14-4 seeks to authorize a number of signs in the city without the need for a permit by the city, something that existing §11-14-5 attempted to do but lacked clarity. This section does specifically specify which signs are not required to obtain a permit, if the sign isn't listed then it would likely need a sign permit. In addition several changes were made that referenced content based regulations. For example, political signs regulates the content of the signs and that has been determined to be unconstitutional with Reed vs. City of Gilbert.

**§11-14-5: General Standards Applicable to all zones and signs-** This section replaces Permitted signs which was moved to §11-14-4. The new section seeks to standardize construction practices, lighting and sign measurements when placing signs within the city. These requirements are

applicable to every new sign in the city, even those which are exempt and do not require a sign permit.

**§11-14-6: Standards for Specific Sign Types-** This section replaces permitted signs in the Commercial and Industrial zones which was moved to section §11-14-8. The new section provides for specific standards for the following sign types:

- Changeable copy signs, electronic message boards and animated signs;
- Roof mounted signs
- Projecting signs
- Sandwich Board signs

Many of these standards were debated and discussed in detail. However, the standards may still need to be debated by the decision makers. For example, changeable reader board signs text requires that alternating or changing text have a minimum 4-second interval time, where the International Sign Association made recommendation that this area be extended to 8 seconds with an additional requirement (shown with an underline text) that the transition method be instantaneous or take no longer than 1-second to transition. Staff has included this new language regarding the transitions, but as to the length of time it should take between alternating animations is a matter for the community to decide.

**§11-14-7: Prohibited Signs-** Replaces Special Permitted Signs. This existing section is covered in many sections, but also has eliminated some text that was cause for confusion by the city to administrate and by the public to follow. For example existing §11-14-7A conflicted with 11-14-5A.

The new section seeks to eliminate certain signs that pose a conflict with the interest of the public. Staff was careful to choose language that could be construed as regulating content as we know this to be a violation of the U.S. Constitution. Essentially this section prohibits signs from mimicking traffic control devices, certain types of animations (flickering, rotating, blinking etc.) and locations (being placed on utility poles etc.).

**§11-14-8: Signs Permitted by Zone-** Replaces Sign Setback Requirements which was incorporated into the new sign table (Table 14.1). The sign table incorporates sign types by zone district and provides standards for which those signs are subject by numeric reference. The table does not preclude any previous standards for which a sign is subject to, those numeric references are in addition to any other standards. For example a projecting sign is still subject to §11-14-6C, but is also subject to numeric reference #9 for only the Commercial, Industrial and Medical districts.

**§11-14-9: Non-Conforming Signs-** the City currently doesn't address non-conforming (grandfathered) signs in the city. With the passage of this ordinance it is probable that some signs may become non-conforming and providing rights afforded to those uses pursuant to I.C. 67-6538 is something the city will want to clarify. Subsection C of this section specifically addresses the expansion area of the sign to include changed, converted, enlarged, additionally illuminated, altered or moved, but does not include any requirement to bring into building code compliance. For example, if the sign is damaged or destroyed and the landowner wishes to rebuild in the same location with the same grandfathered rights, any building practices that are required to be adhered to shall be followed by the applicant.

- A. *Except for ordinary maintenance, copy changes, or repairs not involving structural, material, or electrical changes, no sign, or part thereof, shall be, changed, converted, additionally illuminated, enlarged, or moved unless the entire sign and structure are brought into conformity with this Ordinance, unless such sign was damaged or partially destroyed by man-caused or natural act such as fire, accident, explosion, flood, lightning, wind or other calamity. In such cases, the sign or structure may stay at its current location,*



provided the sign shall not be improved upon, constructed, altered, changed or re-erected without review and approval by the city. Non-conforming signs shall be required to come into compliance with any building standards relating to such uses, as determined by the building inspector and/or engineer.

**§11-14-10: Administration-** This new section came as a result of discussion with the sign committee regarding the administration of permits for signs and insuring that measureable standards are being administrated equally by the city to the public. This section provides the application requirements for a sign permit and the measure for which they will be judged by (§11-14-10(A-2)).

Typically signs that the city felt warranted review followed the building permit process. However, processing an application for a sign has not given clear direction on how it is to be accepted, reviewed and approved. Furthermore, I.C. 67-6535 states that all decision made by a jurisdiction shall be based on adopted standards. Section 11-14-10 gives clarity to the public and the city on how to administrate a permit for a sign through to approval and establishes the authority to enforce the regulations and to require certain “unsafe” signs be removed.

**COMPREHENSIVE PLAN ANALYSIS:** Idaho Code 67-6511(b) authorizes the City to make changes to the zoning ordinances after considering the comprehensive plan. A review of the comprehensive plan provides for the following sections of compatibility:

- §1.2.4 Design Review and Design Guidelines: *Design guidelines are a primary tool in plan implementation to insure that proposals are compatible in character with adjacent development.*
- 2.0 Property Rights: *To ensure that ordinances and policies do not violate private property rights...* The draft language seeks to bring the City of Bonners Ferry in to compliance with a content neutral sign ordinance and allow for the continued freedom of speech to be constitutionally supported.
- 5.0 Economic Development: Goal 2, Policy 3. *Administer zoning ordinances in a user-friendly manner.* The proposed sign language seeks to create measureable standards and procedures for both the public and the city staff to administrate equally.
- 6.0 Land Use: Goal 9: *The physical development of the city should be accomplished in an orderly fashion by judicious land use decisions.*
- 7.0 Natural Resources: Goal 6- *Ensure a balanced environment where physical development may occur with minimal adverse effect to the natural amenities of the area.* The sign ordinance seeks to balance the natural environment and the built environment with adequate standards for roof-mounted signs and free standing signs.

## **AUTHORITY**

This ordinance amendment is proposed under the authority granted at Sections 50-902, 50-903 and 67-6509, 67-6511 and is subject to procedural requirements contained at Section 67-6509 and Sections 1-1-3, 2-1-5B and 11-6 et. all of the Bonners Ferry City Code.

## **PUBLIC NOTICE**

Staff sent notice of the proposed ordinance amendments to all taxing districts in the city, pursuant to I.C. 67-6509. Notice has also been sent to the media in the area and region. To date, no comments have been received from either public agencies or the public.

**INTERNATIONAL SIGN ASSOCIATION-** The City staff requested the International Sign Association to review our January 21, 2016 draft to determine our compliance with the Supreme Court decision regarding content neutral sign regulations. We did hear back from them and have provided some of

the comments that are appropriate for consideration as underlined text in the current version.

**PLANNING AND ZONING RECOMMENDATION:** The Planning and Zoning Commission held a public hearing on January 21, 2016. At the hearing the commission unanimously recommended approval of the language to the City Council.

Since the public hearing staff has reviewed the draft language and has made a couple small adjustments based on the application of this new law with current examples. The recommended changes include:

1. Grammatical errors that have been corrected;
2. §11-14-4 removal of wall. This was staff error, at the direction of the city engineer there is a need to require confirmation that the sign is affixed to the building in a manner that is safe to the public.
3. 11-14-5 amended citation of sentence to include "I" as well; due to a staff omission.
4. Sign Table at §11-14-8 under the medical district column note #5 has been added to freestanding signs- this was a general omission by staff;
5. Sign Table §11-14-8 under the residential column small signs were listed as permitted, when it was intended that it be temporary signs;
6. 11-14-8 note 1- added the following language (noted in underlined text): *Signs specially permitted shall be associated with an authorized use as provided for in this Title, size and location shall be determined by the City Council. Affixed or wall mounted signs shall not exceed a combined sign area of twelve (12) square feet per building. All signs shall be externally lit.* This language has come as a result of the discussion about signs in residential districts.

## MOTIONS BY GOVERNING BODY

**Motion to Approve:** I move to approval this file AM02-15, amending and repealing City of Bonners Ferry Code, Title 11, Chapter 14, Sign Regulations and providing for new language that adopts standards for signage in the City limits finding that it is in general accordance with the City of Bonners Ferry Comprehensive Plan and Idaho Code 67-6511 as enumerated in the following conclusions of law and based upon evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing.

I further move to adopt the following findings and reasoned decision as written (or as amended).

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**Motion to Deny:** I move to deny this file AM02-15, amending and repealing City of Bonners Ferry Code, Title 11, Chapter 14, Sign Regulations providing for new language that adopts standards for signage in the City limits finding that it is not in general accordance with the City of Bonners Ferry Comprehensive Plan and Idaho Code 67-6511 as enumerated in the following conclusions of law and based upon evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing.

[REFER TO THE FOLLOWING CONCLUSIONS OF LAW AND SPECIFY WHICH CONCLUSIONS THE REQUEST FAILS TO MEET].

This decision is based upon the evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. I further move to adopt the following findings and reasoned decision as amended.



## FINDINGS AND REASONED DECISIONS

### REASONED DECISIONS:

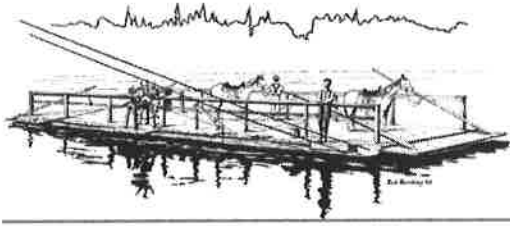
1. This amendment **IS/IS NOT** supported by the City of Bonners Ferry Comprehensive Plan.

Community Design  
Natural Resources  
Population  
Economic Development  
Hazardous Areas  
Transportation  
Property Rights

Special Areas and Sites  
Recreation  
Housing  
Land Use  
Public Services, Facilities and Utilities  
Implementation

### Findings:

- §1.2.4 Design Review and Design Guidelines: *Design guidelines are a primary tool in plan implementation to insure that proposals are compatible in character with adjacent development.*
- 2.0 Property Rights: *To ensure that ordinances and policies do not violate private property rights...* The draft language seeks to bring the City of Bonners Ferry in to compliance with a content neutral sign ordinance and allow for the continue freedom of speech to be constitutionally supported.
- 5.0 Economic Development: Goal 2, Policy 3. *Administer zoning ordinances in a user-friendly manner.* The proposed sign languages seeks to create measureable standards and procedures for both the public and the city staff to administrate equally.
- 6.0 Land Use: Goal 9: *The physical development of the city should be accomplished in an orderly fashion by judicious land use decisions.*
- 7.0 Natural Resources: Goal 6- *Ensure a balanced environment where physical development may occur with minimal adverse effect to the natural amenities of the area.* The sign ordinance seeks to balance the natural environment and the built environment with adequate standards for roof-mounted signs and free standing signs.



## CITY OF BONNERS FERRY

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P.O. Box 149  
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Phone: 208-267-3105 Fax: 208-267-4375

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### **Staff Report for Title 11, Chapter 2 Downtown District File #AM03-15**

**Prepared by:** Lisa Ailport, AICP  
Contract Planner with Ruen-Yeager and Assoc.  
219 Pine Street  
Sandpoint, Idaho 83864

**Project Description:** The City Council of Bonners Ferry Planning will hold a public hearing to consider making to amendments, Title 11, Chapter 2 of the zoning code to incorporate a new zoning district to address standards for the downtown area. The City Planning and Zoning Commission unanimously recommended approval the language at a February 18, 2016 public hearing.

**Applicant:** City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

**Notice Provided:** Notice of the public hearing to consider the amendment to Title 11, has been provided as least 15-days prior to the hearing to the political subdivision providing services in the City of Bonners Ferry.

**Hearing Date:** March 15, 2016

**Publication Date in paper:** February 25, 2016

**Mailed to political subdivisions:** February 23, 2016

**Hearing Packet:** Staff Report  
Draft Text for Chapter 2  
Draft Text for Appendix B  
Exhibit A- Downtown Zone Boundary Map

## PROJECT SUMMARY AND BACKGROUND

The Bonners Ferry Planning and Zoning (P/Z) Commission has initiated review and changes to Title 11, Chapter 2 of the Bonners Ferry City Code to propose adding an additional zoning district for the downtown area. The current zone for the downtown is commercial and standards for commercial zone conflict with some of the existing conditions the downtown maintains. For example setbacks for the commercial district require commercial buildings to maintain a minimum setback of 50-feet from centerline of the road and require minimum widths of lots of 50-feet. Many of these requirements make it difficult to develop in the downtown area because a number of the historic buildings along main front or are adjacent to the streets. The purpose of the change is to look at conditions that are endemic to the downtown area and develop criteria that will promote business downtown.

Of immediate concern for developing the downtown district is align the needs of the commercial businesses with the newly recommended standards for signage. The P/Z Commission recommended to City Council new language for signage that will impact many businesses downtown in a positive direction. The new language provides new opportunities for the commercial business owners to have roof-mounted signs, projecting signs and reduces setbacks and sign standards to capture traveling visitors to the downtown area. The new sign language envisioned the downtown district and as such provided for these opportunities pursuant to the district's creation.

Immediately after the public hearing for the sign ordinance recommendation, the Planning and Zoning Commission began moving towards finalizing the language for the downtown district. The intent is to have both ordinance prepared for consideration at a council meeting in March.

It is anticipated that future changes to Title 11 will need to align the purpose statements of the downtown district with the development that may occur. For example, the P/Z Commission will need to look at parking regulations for uses within the downtown area as well as the possibility of providing additional standards for specific uses in the downtown. However, at this time, staff proposes to limit the changes to Chapter 2 with the expectation that the Planning and Zoning Commission will endeavor to continue to look at aligning the code with the downtown development patterns.

## STAFF ANALYSIS

- I. **PUBLIC INVOLVEMENT:** The draft text and the sign ordinance tracked together as they progressed through the multiple draft versions. While the Planning and Zoning Commission opted to give the sign ordinance to the sign committee, the commission held on to the downtown language. Once the sign ordinance was recommended to the City Council, a workshop was held to complete the remaining issues relating to the downtown district. Because the involvement of the sign committee was so valuable to the language of the sign ordinance, staff encouraged committee members to attend the workshop with the Planning and Zoning Commission on February 9, 2016. At that meeting we did receive public comment that helped shape the current draft language into the current version.
- II. **COMPREHENSIVE PLAN ANALYSIS:** Idaho Code 67-6511(b) authorizes the City to make changes to the zoning ordinances after considering the comprehensive plan. A review of the comprehensive plan provides for the following sections of compatibility:
  1. §15.3 Comprehensive Plan Map Designation: Commercial. According to this section the future landuse map designates the area as commercial which has been established *to support zoning districts that allow commercial uses. The commercial designation also allows for single family and multi-family dwellings, public utility structure and certain public uses such*

*as parks, fire and police facilities and schools;*

The proposed zone district would encourage commercial, residential and multifamily housing in the downtown area (see Appendix B). Public utilities and storage yards are considered appropriate as specially permitted uses or uses permitted outright.

2. §1.2.8(5) “Community design should help conserve resources and minimize waste.”  
The proposed zone district would help to lessen the restriction on existing building while encourage businesses to locate downtown where the standards for development are much more relaxed and infrastructure is already available. Encouraging business relocation to an area that has existing infrastructure conserves city utilities and does not additional create sprawl.
3. §13.0 Goal 1: “Clean, safe and sanitary housing with a suitable living environment should be available to all citizens through a combination for protection of private property rights by private landowners and a measure of public support for the community interest through zoning ordinance provisions and related land use regulations.
  - a. Goal 3: Accommodate the enhancement of current housing and development of future housing to assure housing is available in an affordable manner for all members of the community.

The proposed new zone district would maintain the opportunity for residential housing but encourage the opportunities of residential housing on the second stories of existing and future buildings in the downtown. The opportunities for buildings to have multiple uses within them may help to keep rentals available and the cost of rent affordable for residents in Bonners Ferry.

### **III. DOWNTOWN CODE SPECIFICS**

The new language has been provided in draft ordinance form. Staff has prepared the draft ordinance to show proposed new text as underlined, proposed removed text as ~~stricken~~ and remaining text as is.

#### **Authority**

This ordinance amendment is proposed under the authority granted at Sections 50-902, 50-903 and 67-6509, 67-6511 and is subject to procedural requirements contained at Section 67-6509 and Sections 1-1-3, 2-1-5B and 11-6 et. all of the Bonners Ferry City Code.

#### **Public Notice**

Staff sent notice of the proposed ordinance amendments to all taxing districts in the city, pursuant to I.C. 67-6509. Notice has also been sent to the media in the area and region. To date, no comments have been received from either public agencies or the public.

**PLANNING AND ZONING RECOMMENDATION:** The Planning and Zoning Commission held a public hearing on February 18, 2016. At the hearing the commission unanimously recommended approval of the language to the City Council.

Since the public hearing, staff has only made grammatical correction in the draft language and amended the use table after the commission concluded that commercial kennels should be a prohibited use in the downtown area.

## **MOTIONS BY GOVERNING BODY**

**Motion to Approve:** I move to approval to this file AM03-15, amending the City of Bonners Ferry Code, Title 11, Chapter 2, Zone District and Zoning Map providing for a new district for the downtown area and providing for new regulations and uses within the new zone, finding that it is in general accordance with the City of Bonners Ferry Comprehensive Plan as enumerated in the following findings and reasoned decisions provided below and evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing.

I further move to adopt the following findings and reasoned decisions as written (or as amended).

---

**Motion to Deny:** I move to deny this file AM03-15, amending City of Bonners Ferry Code, Title 11, Chapter 2, Zone District and Zoning Map providing for a new zone district for the downtown area and providing for new regulations and uses language within the new zone finding that it is not in general accordance with the City of Bonners Ferry Comprehensive Plan.

[REFER TO THE FOLLOWING CONCLUSIONS OF LAW AND SPECIFY WHICH CONCLUSIONS THE REQUEST FAILS TO MEET].

This decision is based upon the evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. I further move to adopt the following findings and reasoned decisions as amended.

## **FINDINGS AND REASONED DECISIONS**

### **REASONED DECISIONS:**

1. This amendment **IS/IS NOT** supported by the City of Bonners Ferry Comprehensive Plan.

Community Design  
Natural Resources  
Population  
Economic Development  
Hazardous Areas  
Transportation  
Property Rights

Special Areas and Sites  
Recreation  
Housing  
Land Use  
Public Services, Facilities and Utilities  
Implementation

### **Findings:**

1. §15.3 Comprehensive Plan Map Designation: Commercial. According to this section the future land use map designates the area as commercial which has been established *to support*



*zoning districts that allow commercial uses. The commercial designation also allows for single family and multi-family dwellings, public utility structure and certain public uses such as parks, fire and police facilities and schools;*

The proposed zone district would encourage commercial, residential and multifamily housing in the downtown area. Public utilities and storage yards are considered appropriate as specially permitted uses or uses permitted outright.

2. §1.2.8(5) Community design should help conserve resources and minimize waste. The proposed zone district would help to lessen the restriction on existing building while encourage businesses to located downtown where the standards for development are much more relaxed. Encouraging business relocation to an area that has existing infrastructure conserves city utilities and does not create sprawl.
3. §13.0 Goal 1: “Clean, safe and sanitary housing with a suitable living environment should be available to all citizens through a combination for protection of private property rights by private landowners and a measure of public support for the community interest through zoning ordinance provisions and related land use regulations.
  - a. Goal 3: Accommodate the enhancement of current housing and development of future housing to assure housing is available in an affordable manner for all members of the community.

The proposed new zone district would maintain the opportunity for residential housing but encourage the opportunities of residential housing on the second stories of existing and future buildings in the downtown. The opportunities for buildings to have multiple uses within them may help to keep the rentals available and the cost of rent affordable for residents in Bonners Ferry.

4. Staff sent notice of the proposed ordinance amendments to all taxing districts in the city, pursuant to I.C. 67-6509. Notice has also been sent to the media in the area and region. To date, no comments have been received from either public agencies or the public.

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 ELEVEN, CHAPTER FOURTEEN TO UPDATE THE REGULATIONS CONCERNING SIGNS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

WHEREAS, regulations pertaining to outdoor signage are necessary to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types,

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 Eleven, Chapter 14 is hereby repealed.

**Section 2:** That Bonners Ferry City Code Title Eleven, Chapter 14 is hereby replaced to read as follows:

**11-14-1: PURPOSE:**

The purpose of this chapter is to promote and protect the public health, welfare and safety by regulating existing and proposed outdoor advertising, outdoor advertising signs and outdoor signs of all types.

- A. It is intended to protect property values
- B. Create a more attractive economic and business climate
- C. Enhance and protect the physical appearance of the community
- D. Preserve the scenic and natural beauty of designated areas
- E. To reduce sign or advertising distraction and obstructions that may contribute to traffic accidents, reduce hazards that may be caused by signs overhanging or projecting over public rights of way
- F. Provide more open space, curb the deterioration of the natural environment and enhance community development.

**11-14-2: RESTRICTIONS:**

- A. Signs shall not be constructed, installed, structurally altered, enlarged, or relocated except in conformity with the provisions contained herein, and only after a sign permit issued by the City has been secured, if so required. The changing or maintenance of movable parts or components of an approved sign, or authorized sign, designed for such changes, or the changing of sign copy, business name, lettering, sign faces, colors, display, graphic matter, and/or the content of any sign copy shall not be deemed a structural alteration.
- B. For the purpose of this chapter, the word "sign" does not include the flag or emblem of any nation, organization of nations, state, city, religious, fraternal, or civic organization; also, merchandise and pictures or models of products or services incorporated in a window display, works of art which in no way identify a product, or scoreboards located on athletic fields.

- C. Alteration, Enlargement, Or Relocation Of Signs: No sign shall be structurally altered, enlarged, or relocated except in conformity to the provisions herein, and only upon applying for and securing a permit, unless expressly authorized without a permit.

### **11-14-3: DEFINITIONS:**

**ANIMATED SIGN:** A sign depicting action, motion, light or color changes through electrical or mechanical means. Although technologically similar to flashing signs, the animated sign emphasizes graphics and artistic display.

**AWNING:** A shelter extending from the exterior wall of a building and composed of non-rigid materials except for the supporting framework.

**AWNING SIGN:** A building mounted sign that provides additional functionality as a shelter.

**BANNER:** A sign made of fabric or other non-ridged material with no enclosing framework.

**CHANGEABLE COPY SIGN:** A sign or portion thereof on which the copy or symbols change either automatically through electrical or electronic means (for example, time and temperature units) or manually through placement of letters or symbols on a panel mounted in or on a track system. Also to include electronic message boards.

**CONSTRUCTION SIGN:** A nonpermanent sign identifying the persons, firms or business directly connected with a construction project.

**DEVELOPMENT SIGN:** A temporary construction sign denoting the architect, engineer, contractor, subcontractor, financier or sponsor of a residential or commercial development which may also designated the future occupant or use of the development.

**DIRECTIONAL/INSTITUTIONAL SIGN:** A permanent instructional sign located on private property at or near the public right-of-way, directing or guiding vehicular traffic onto the property and/or toward parking or other identified locations on the property.

**ELECTRONIC MESSAGE BOARD:** Includes those displaying time and temperature and also refers to digital or video displays or any sign that contains dynamically generated digital content.

**FACADE:** *As defined in §11-1-3*

**FLAG:** A piece of cloth or fabric, varying in size, shape, color, or design used as a symbol, standard, signal, emblem, or insignia.

**FREESTANDING SIGN:** Any sign which is permanently affixed in or upon the ground, supported by one or more structural members, with air space between the ground and the sign face.

**GOVERNMENT SIGNS:** A sign erected and maintained pursuant to and in discharge of any governmental functions, or required by law, ordinance or other governmental regulation.

**ILLEGAL SIGNS:** Any existing sign that does not have a permit issued by the City of Bonners Ferry or other local government is hereby deemed to be an illegal sign and such sign and the person or persons responsible for such sign shall be subject to the terms of this Title.

**ILLUMINATED SIGN:** Any sign for which an artificial source of light is used in order to make readable the sign's message, including internally and externally lighted signs and reflectorized, glowing or radiating signs.

**NEIGHBORHOOD IDENTIFICATION SIGNS:** A sign that identifies a neighborhood, subdivision or housing complex.

**NONCONFORMING SIGN:** A sign which was validly installed under laws or ordinances in effect at the time of its installation, but which is in conflict with the current provisions of this Code.

**PERMANENT SIGN:** A sign attached to a building or structure, or to the ground in a manner that enables the sign to resist environmental loads, such as wind, and that precludes ready removal or movement of the sign.

**PROJECTING SIGN:** A sign which projects from and is supported by a wall or parapet of a building with the display surface of the sign in a plane perpendicular to or approximately perpendicular to the wall. Including but not limited to: blade signs, canopy signs, marquee signs, or any other sign that projects away from the building but is not freestanding.

**RESIDENTIAL NEIGHBORHOOD SIGN:** A sign at the entrance of a residential neighborhood, subdivision, or multi-family residential complex identifying the neighborhood.

**ROOF SIGN:** Any sign erected upon a roof, parapet, or roof mounted equipment structure and extending above a roof, parapet, or roof-mounted equipment structure of a building or structure.

**SANDWICH BOARD SIGN:** A portable, A-frame sign that complies with the requirements of this title for size and shape.

**SIGN:** A. Any device designed to inform or attract the attention of persons not on the premise on which the sign is located.

B. Any identification, description, illustration, symbol, statue or device, illuminated or non-illuminated, which is visible from any public place designed to advertise, identify or convey information, including any landscaping where letters or numbers are used for the purpose of directing the public's attention to a product or location, with the exception of windows displays and state or national flags.

**SMALL SIGN:** A freestanding sign not exceeding six (6) square feet in gross sign area and five feet (5') in height, which is not illuminated.

**TEMPORARY SIGN:** Any sign intended to remain in use for a period of time (not exceeding 90 days) which is not permanently installed.

**VEHICLE SIGN:** Any sign permanently or temporarily attached to or placed on a vehicle or trailer.

**WALL SIGN:** Any sign attached to or painted on the wall of a building or structure in a plane parallel or approximately parallel to the plane of said wall.

**WAYFINDING SIGN:** Advertises publicly accessible facilities remote from the sign location and provides general descriptions of facilities or commercial areas, but shall not advertise specific business names. These signs may be located on public or private property.

**WINDOW SIGN:** Any sign viewable through and/or affixed in any manner to a window or exterior glass door such that it is intended to be viewable from the exterior (beyond the sidewalk immediately adjacent to the window), including signs located inside a building but visible primarily from the outside of the building.

#### **11-14-4: SIGNS AUTHORIZED WITHOUT A PERMIT**

- A. Directional/Institutional Sign: Directional or institutional signs which do not in any way advertise a business. Signage includes but is not limited to: signs identifying publically accessible facilities; signs providing direction, such as parking lot entrance and exit signs; and those of similar nature.
- B. Governmental Sign: Governmental signs for the control of traffic or other regulatory purposes, or signs of public service companies indicating danger, which are erected by or on the order of a public officer in the performance of public duty.
- C. Addressing numbers/mailboxes.
- D. Flagpoles that do not exceed a height of thirty five feet (35').
- E. Small signs:
  - 1. Small signs shall not include any sign that is over six (6) square feet in area or five-feet (5') in height at any point along the existing grade.
  - 2. Small signs shall not be illuminated, animated or contain reader boards.
- F. Wayfinding signs.
- G. ~~Wall~~ or Window signs.
- H. Temporary signs.
- I. Sandwich board signs, provided §11-14-6(D6) has been met.

#### **11-14-5: GENERAL STANDARDS APPLICABLE TO ALL ZONES AND SIGNS**

Conformance to Ordinances: Any sign hereafter erected shall conform to provisions of this ordinance, and all other applicable provisions of other City ordinances.

- A. Construction standards
  - 1. All building permits for applicable signs shall accompany construction quality plans stamped by an engineer certified in the state of Idaho to do such work. The plan shall illustrate how the proposed sign is engineered to be compliant with the minimum design criteria as adopted and shall demonstrate to the satisfaction of the City Engineer or designee, that the sign will not constitute a public hazard.
  - 2. All applicable signs shall comply with the applicable provisions of the National Electrical Code and applicable building codes.
  - 3. Signs shall be constructed of permanent materials and permanently affixed to the ground or building except signs as defined at §11-14-4A-].

4. Signs and sign support structures, together with their supports, braces, guys and anchors, shall be kept in repair and in proper state of preservation. The display surfaces of signs shall be kept neatly painted or posted at all times.

#### B. Lighting

1. Signs may be illuminated from within or from an external source, but such illumination shall be in a manner that avoids glare or reflection that in any way interferes with traffic safety.
2. Signs within two hundred (200) feet of a residential zoning district may be illuminated from within or from an external source, but such illumination shall be in a manner that avoids glare or reflection into a residentially zoned property.
3. Signs in residential districts shall not be internally illuminated, unless otherwise permitted.
4. All illuminated signs shall contain measures to automatically dim at night from a higher illumination level to a lower level of at least fifty (50%) change for the time period between one-half (1/2) hour before sunset and one-half (1/2) hour after sunrise to avoid glare and/or reflection that violates section 11-14-5(B1).

#### C. Measurement standards

1. Determining sign height
  - a. The height of a freestanding sign shall be measured from the base of the sign or supportive structure at its point of attachment to the ground, to the highest point of the sign. A freestanding sign on a man-made base, including a graded earth mound, shall be measured from the grade of the nearest pavement or top of any pavement curb.
  - b. Clearance for freestanding and projecting signs shall be measured as the smallest vertical distance between finished grade and the lowest point of the sign, including any framework or other embellishments.
2. Determining sign area
  - a. The surface area of a sign shall be computed as including the entire area within a regular, geometric form or combinations of regular, geometric forms comprising all of the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not being of advertising matter shall not be included in computation of surface area.
  - b. When two identical sign faces are placed back to back so that both faces cannot be viewed from any point at the same time, and are part of the same sign structure, the sign area shall be computed as the measurement of one of the two faces.

### **11-14-6: STANDARDS FOR SPECIFIC SIGN TYPES**

#### A. Changeable Copy Signs, Electronic Message Boards and Animated Signs:

1. Freestanding changeable copy, animated or electronic message board area shall be no more than fifty percent (50%) of the total sign area or a maximum one hundred and fifty square feet (150'), whichever is less.
2. Changeable copy and electronic message/digital marquee signs may be used as wall signs subject to the requirements of this section.

3. Freestanding changeable copy signs shall not be installed parallel to a right-of-way except in the case of a corner lot when the sign may be parallel to the secondary street/road.
4. Electronic message boards/digital/animated marquee signs shall be equipped or designed to accommodate the following:
  - a. Shall include automatic dimming capabilities that adjust with ambient light conditions;
  - b. Text changes or alternating animation shall maintain a minimum four second (4") interval time. The transition method from one message to the next shall be instantaneous, or as an option of fade in or out, shall take no more than one second (1").

B. Roof Mounted Signs

1. Roof signs may be internally or externally illuminated;
2. Roof signs shall be setback a minimum of three feet (3') from the edge of the exterior wall on which the sign is located.
3. Roof signs shall not exceed a maximum height of ten feet (10') from the highest point of the building on which the sign is being placed
4. Roof signs shall not include any animated or moving parts. No oscillating, flashing, rotating, flickering, or blinking lights shall be allowed as part of roof signs.

C. Projecting signs:

1. No sign shall exceed twelve (12) square feet per sign face;
2. The sign shall allow a nine foot (9') clearance to the walking surface;
3. No sign shall be closer than two feet (2'), measured in horizontal distance, to the curb line of any street, where permitted;

D. Sandwich board signs (A-frame signs): Any premises or principal building may place sandwich board signs on the city sidewalk subject to the following restrictions:

1. Any premises, including those containing multiple businesses, shall be permitted to locate only one (1) sandwich board sign per street frontage;
2. Any sandwich board sign shall not exceed six (6) square feet per side in area. In addition, the width of the sign may not exceed two (2) linear feet, with a maximum height of three feet (3'). Within these specified maximum dimensions, creative shapes that reflect the type of business being advertised are encouraged;
3. Sandwich board signs shall not be lighted and are for displaying during daylight hours only. These signs must be removed each evening at dusk.
4. Sandwich board signs may be placed on the sidewalk directly in front of the associated use. The sign must be placed within two feet (2') of the building or structure. No sandwich board sign may be placed where the unobstructed space for the passageway of pedestrians is reduced to less than four

feet (4'). Trees, poles, signs, hydrants, trash receptacles, tree grates, etc. are considered obstructions;

5. The sign must be constructed of materials that present a finished appearance. Rough-cut plywood is not acceptable;
6. Any person erecting a sandwich board sign shall indemnify and hold harmless the city and its officers, agents and employees from any claim arising out of the presence of the sign on city property or rights-of-way. The person erecting a sandwich board sign shall sign an indemnification agreement, approved by the city attorney, prior to placement of sign.

**11-14-7: PROHIBITED SIGNS**

- A. Signs which obstruct or interfere with vehicle and pedestrian traffic: Signs located in such a manner as to obstruct or otherwise interfere with an official traffic sign, signal or device, or obstruct or interfere with a driver's view of approaching, merging or intersecting traffic.
- B. Signs which simulate traffic control devices.
- C. No oscillating, flashing, rotating, flickering, or blinking lights shall be allowed unless otherwise specifically permitted by this title.
- D. Signs on public property or attached to trees, utility poles, public benches or streetlights, unless authorized by the city or specifically permitted within this title.

**11-14-8: SIGNS PERMITTED BY ZONE**

Authorized Signs: Unless otherwise permitted, those signs not specifically provided for shall be prohibited. P= Authorized or Permitted; S= Specially Permitted; [vacant] = prohibited.

Table 14.1

**Zone District**

Sign Type	Residential A, AA, B	Medical	Commercial and Industrial	Downtown
Freestanding	P/S (1)	P (3)(5)(7)(8)	P (4)(5)(6)(8)(9)	P(2)(11)
Wall /Affixed	P(1)	P	P	P
Awning		P(9)	P (9)	P(10)
Projecting		P(9)	P(9)	P (10)
Roof Mounted				P(2)
Sandwich Board signs		P(9)	P(9)	P
R-O-W Banners			P(12)	P(12)
Electronic Message Boards		P	P	P
Animated Signs			P	P
Neighborhood Identification sign	P(13)			
Development Signs	P(13)	P(13)	P(13)	P(13)
Temporary	P(14)	P(9)	P(9)	P
Signs/Small Signs		P(14)	P(14)	P(14)



Notes: All signs shall comply with the standards listed within this title, and specifically with those standards listed at §11-14-5 and §11-14-6. All signs requiring a permit shall do so pursuant to §11-14-10.

1. One (1) free standing sign which shall not exceed twelve (12) square feet, without a special use permit. Signs shall be no more than six feet (6') in height and setback from all property lines shall be 1.5 times the height of the sign. Signs specially permitted shall be associated with an authorized use as provided for in this Title, size and location shall be determined by the City Council. Affixed or wall mounted signs shall not exceed a combined sign area of twelve (12) square feet per building. All signs shall be externally lit.
2. A combined total or combination thereof, of two (2) freestanding or roof mounted sign(s) are permitted per building. Total combined area of freestanding and roof mounted sign(s) shall not exceed two-hundred (200) square feet.
3. Each building shall be permitted up to one freestanding on premises sign for each street frontage, up to a maximum of two (2) freestanding signs per lot.
4. Each building shall be permitted up to one (1) freestanding sign for each one hundred fifty (150) linear feet of public street frontage or thirty thousand (30,000) square feet of lot area, up to a maximum of three (3) freestanding signs per lot.
5. Maximum total sign area of freestanding signs shall be three hundred (300) square feet in area as defined by §11-14-5C.
6. Each freestanding sign shall not exceed thirty (30)-feet in height as established by §11-14-5C.
7. Freestanding signs shall not exceed ten (10) feet in height as established by §11-14-5C.
8. Sign setback from all property lines shall be ten (10) feet or equal to the height of the sign, whichever is less.
9. No sign shall be allowed to project into the public right-of-way or public easements.
10. No sign shall be closer than two (2) feet, measured in horizontal distance, to the curb line of any street.
11. There shall be no minimum setbacks for signs in the Downtown Zoning District.
12. Right-of-Way banners shall be reserved for community events authorized by the City of Bonners Ferry and shall not be used to conduct or advertise private business. Anyone seeking a Right-of-Way banner shall first seek approval by the City of Bonners Ferry.
13. Signs shall be located at the entry way to a development or property and shall not exceed one hundred (100) square feet in total sign area as defined in this chapter. Neighborhood identification signs may also include development signs as defined in this chapter.
14. Signs shall not exceed six (6) square feet and shall not be located or allowed to project into any public right-of-way. Signs shall comply with §11-14-3 definitions.

#### **11-14-9: NON-CONFORMING SIGNS:**

- A. A Non-Conforming sign is a sign that meets the definition of §11-14-3 of this Title.

- B. No such nonconforming sign may be enlarged or altered, in a way which increases its nonconformity, but any sign may be altered to bring it into conformity.
- C. Except for ordinary maintenance, copy changes, or repairs not involving structural, material, or electrical changes, no sign, or part thereof, shall be, changed, converted, additionally illuminated, enlarged, or moved unless the entire sign and structure are brought into conformity with this Ordinance, unless such sign was damaged or partially destroyed by man-caused or natural act such as fire, accident, explosion, flood, lightning, wind or other calamity. In such cases, the sign or structure may stay at its current location, provided the sign shall not be improved upon, constructed, altered, changed or re-erected without review and approval by the city. Non-conforming signs shall be required to come into compliance with any building standards relating to such uses, as determined by the building inspector and/or engineer.

#### **11-14-10: ADMINISTRATION:**

It shall be the responsibility of the city to ensure that all measures of this chapter are enforced. As such, the following standards shall be adhered to:

- A. Permit Required: A permit shall be required for all signs, except for those expressly authorized without a permit. Exemption from permit shall not, however, exempt the owner of the sign from responsibility for its erection and maintenance in a safe manner, and in a manner in accordance with all other provisions of this chapter.
  - 1. An application for a sign shall include the following:
    - a. Name of organization and location;
    - b. Contact person;
    - c. Address and phone number for contact person;
    - d. Description of the activities occurring on the site where the sign will be installed;
    - e. Description of any existing signage that will remain on the site;
    - f. Identification of the type of sign/signs to be erected by the applicant;
    - g. Site plan depicting the locations of proposed signage including setbacks from property lines, proposed landscaped areas and existing remaining signage;
    - h. Construction quality plans of the sign and supporting structures stamped by an engineer certified in the state of Idaho to do such work;
    - i. Written description explaining the drawing of the proposed signage, including a detailed description of materials, colors, and letter height, type and style;
    - j. Any applicable fee as established by the City.
  - 2. Standards for Sign Permit Approval: Permit application shall be approved by the city if all of the following standards have been met:
    - a. The sign, as proposed, meets all applicable requirements of this chapter;
    - b. The sign, as proposed, meets all applicable requirements of the city's adopted building and applicable electrical codes;
    - c. The sign, as proposed, does not violate any other applicable chapters or standards of the city, state and federal government.
- B. It is highly recommended that all sign locations be reviewed by the City Engineer prior to submission of the application. The City Engineer, or his or her designee, has discretion to suggest modification of the location based on driver sight distances or other potential hazards.
- C. Fees: It shall be reasonable for the city to set forth fees for processing applications and request for sign placement. Such fees are generally set by city council and payable at time of application.

- D. Removal of Unsafe Signs: Whenever a sign becomes structurally unsafe or endangers the safety of the public or a building, the City Administrator/Engineer, or designee, shall order that such sign be made safe or be removed. Following receipt of said order, the person, firm, or corporation owning or leasing the sign shall remove the sign immediately.
- E. Appeals: Any person aggrieved by a decision in this chapter shall have recourse as set-forth at §11-15-5.
- F. Enforcement: All matters pertaining to the enforcement of this chapter shall comply with standards listed at §11-15-6 of this Title.

**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 \_\_\_\_\_, 2016.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

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

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

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO PROVIDEING FOR NEW LANGUAGE FOR BONNERS FERRY CITY CODE TITLE ELEVEN, CHAPTER TWO TO CREATE A ZONE DISTRICT FOR THE DOWNTOWN AREA AND REGULATIONS THEREBY; 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 Planning and Zoning Commission held a public hearing pursuant to the laws of Idaho; and,

WHEREAS, the Planning and Zoning Commission have recommended approval of a new zone district for the downtown area to the City Council and standards thereby; and,

WHEREAS, the boundary of the new zone district has been provided as Exhibit A of this Ordinance; and,

WHEREAS, Mayor and City Council have determined that Title Eleven, Chapter Two of Bonners Ferry City Code is appropriate for including a new zoning district;

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 Eleven, Chapter 2 is hereby amended to read as follows:

Existing Chapter 2 text has been provided.

New Text is shown with an underline.

Text that is removed is shown with a ~~striketrough~~.

**11-2-1 DISTRICTS ESTABLISHED; PURPOSE AND RESTRICTIONS**

The following zoning districts are hereby established. For the interpretation of this title, the zoning districts have been formulated to realize the general purposes as set forth in this title. In addition, the specific purpose of each zoning district shall be as follows:

- A. (AA) Residential AA district: To provide for single-family residences.
- B. (A) Residential A district: To provide regulations for a more mixed use in a residential area.
- C. (B) Residential B district: To provide regulations for a mixed use such as in a residential A area, except for allowing animal units per the standards below which may be maintained in buildings or enclosures. The buildings or enclosures for housing such animals shall meet the approval of the health district and/or the commission and does not cause offensive odors, noise or disturbances to people in the neighborhood.

Residential B does not include the operation of livestock confinement operations (LCOs). Livestock and poultry shall be allowed on all properties exceeding twenty one thousand seven hundred eighty (21,780) square feet ( $\frac{1}{2}$  acre) in size following the guideline of one animal unit per the one-half ( $\frac{1}{2}$ ) acre:

1. One animal unit equals:
    - a. One cow, or
    - b. One horse, or
    - c. Three (3) sheep, or
    - d. Four (4) goats, or
    - e. Twenty five (25) poultry.
    - f. Other animals: Maximum numbers shall be set by the city council.
  2. Buildings housing farm animals shall not be located closer than fifty feet (50') from any property line.
- D. (C) Commercial district: To accommodate the location of new businesses and encourage further expansion of business in the municipal limits. To also establish areas in the municipal limits for future business growth.
- E. (I) Industrial district: To encourage the development of industrial, manufacturing, warehousing, major research and testing, and wholesale business establishments or other related uses. Research activities are encouraged.
- F. (M) Medical district: To encourage medical uses within a designated area. This zone would include the permitted uses and special uses allowed in a residential A district. This district would also allow as a permitted use medical professional offices, extended care facilities, and residential care facilities.
- G. (D) Downtown district: The purpose of this zone is to foster and strengthen economic vitality in Bonners Ferry commercial areas while respecting and enhancing the special character of the existing development in the downtown core area. The downtown district shall include those lands generally west of Highway 95, south of the Kootenai River and north of Arizona and Railroad Streets. The city's downtown is so important and significant to the city, that it justifies a special set of regulations designed to protect and enhance its character. The following principles serve as the foundation for the downtown commercial district:
1. Efficient use of land and services;
  2. A mix of land uses which strengthen opportunities for economic vitality and support pedestrian activity as well as housing opportunities;
  3. Provide for community gathering places including pedestrian/visitor amenities;
  4. Encourage a distinct storefront design associated with the downtown core area; and
  5. Encourage residential development above ground floor.

#### **11-2-2 OFFICIAL ZONING MAP; INCORPORATED BY REFERENCE:**

- A. A. Map Adopted: The districts established in section 11-2-1 of this chapter are shown on the official zoning map, as now existing or as may hereafter be amended, together with all explanatory material thereon, are hereby incorporated into this title as if set forth in full within this title.
- B. B. Boundaries Of Districts: Where uncertainty exists with respect to the boundaries of any of the zoning districts as shown on the official zoning map, the following shall apply:

1. Where district boundaries are indicated as approximately following the centerline of street lines, highway right of way lines, streams, lakes or other bodies of water, the centerline shall be construed to be such boundary;
2. Where district boundaries are indicated that they approximately follow the lot lines, such lot lines shall be construed to be said boundaries.

**11-2-3 SCHEDULE OF DISTRICT USE REGULATIONS:** The official schedule of district regulations is divided into the following seven (7) land use groups: residential AA; residential A; residential B; commercial C; Industrial I; and medical M.

AA= Residential AA Zone

A= Residential A Zone

B= Residential B Zone

C = Commercial Zone

D = Downtown Zone

I = Industrial Zone

M = Medical Zone

A. To determine in which district a specific use is allowed:

1. Find the use within the appropriate Use Table, under the land use column in Appendix B of this Title; and
2. Read across the chart until either a “P”, “S” or “[Blank]” appears in the District column the property is located; and
3. If a “P” appears, the use is a permitted use; if “S” appears, the use is only allowed upon the issuance of a special use permit. If the cell is blank, the use is not allowed.

B. Classification of New Uses within Zone Districts:

~~The Administrator shall interpret the appropriate district for land uses not specifically mentioned by determining the district in which similar uses are permitted. When other land uses, which are not similar to a permitted use in a district, are proposed, the city may consider the use under a special use.~~

It is recognized that new unanticipated types of land uses maybe proposed within the City. In order to provide for such changes and contingencies, when a use is proposed that is not listed as a permitted, special or prohibited use in a zone district, the Administrator shall make a determination that:

1. The use falls within the same standard classification pursuant to the "Standard Industrial Classification Manual" or the North American Industry Classification System, as amended, modified or superseded, as a listed permitted or conditional use in a current zone district and that it may be processed in the same fashion as the listed use; or
2. The use does not fall within the same standard classification pursuant to the "Standard Industrial Classification Manual" or the North American Industry Classification System, as amended, modified or superseded, as a listed permitted or conditional use in a particular zone district, and thus is a prohibited use in that district; or
3. The use is unique in nature and an amendment to this title is necessary in order to allow for its placement within the appropriate zone district.

## 11-2-4 SCHEDULE OF BUILDING HEIGHT AND LOT AREA REGULATIONS

Table 1

Zoning District	Maximum Height	Front Yard setbacks	Rear Yard setbacks	Interior/Side Yard Setbacks	Corner Lots Setbacks
AA	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
A	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
B	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
D	35 ft.	0 ft. B, G, K	0 ft. B, G, K	0 ft. B, G, K	0 ft. B, G, K
C	35 ft.	A, B, D, E, G, F	B,	B,	A, B, D, E, G, F
I	35 ft.	A, B, D, E, G, F	B,	B,	A, B, D, E, G, F
M	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
Notes	C, I, J		F	F	

Table 1 continued.

Zoning District	Minimum Lot Area	Minimum Lot Width
AA	5,000 sq. ft.	50 ft.
A	5,000 sq. ft.	50 ft.
B	5,000 sq. ft.	50 ft.
D	(L)	(L)
C	5,000 sq. ft.	50 ft.
I	5,000 sq. ft.	50 ft.
M	5,000 sq. ft.	50 ft.
Notes	F	F, H

Notes/conditions

All measurements are from the closest building line to the property line.

- A. In addition to the setbacks listed in the official heights and area regulation table, the front and corner lot setbacks must also be a minimum of fifty (50) feet from the street centerline.
- B. A per the adopted building code regulation for exterior wall location to property line.
- C. The stricter of the state minimum height or the currently adopted building code.
- D. Additional five (5) feet per story setback for apartments, condominiums or other residential multi-story structures.
- E. Front yard setbacks may be less than twenty (20) feet, provided, that in each block in which fifty (50) percent or more of the lots on the same side of the street have been built upon in conformity with a fairly even and determinable front building line of less than twenty (20) feet from the property line, all buildings thereafter erected, established or rebuilt may be in conformity with said front building line as shown by fifty (50) of the buildings erected on any such lots. In determining whether or not a front building line has been determined or established, the fair intent and purpose shall be considered and minor irregularities ignored and where any dispute arises in the determining of any such front building line, a determination shall be made by the City council.

- F. Exception to schedule of building height and lot area regulations: manufactured or mobile home parks shall meet the yard setback in the district in which the manufactured/mobile home park will be or is located. The minimum lot size and width shall be as indicated in the manufactured/mobile home park chapter.
- G. Federal highway setback; no building shall be placed or erected within a distance of 60-feet each side of the centerline of the street variously known as U.S. Highway 95, U.S. Highway 2 and South Main Street.
- H. The minimum lot width is the distance measured from property line to property line where the front building line of the structure will be placed. The minimum distance on the front property line along the curve on a cul-de-sac is forty (40) feet.
- I. Building height is measured from the highest point accessible to fire personnel.
- J. Building heights may exceed these values upon special approval from the city council after consideration of fire safety.
- K. Buildings shall not project into or over a public right-of-way except for awnings, eaves, parapets, or signs where allowed in this Title. No awning, eave or parapet shall be closer than two (2) feet, measured in horizontal distance, to the curb and shall be at a minimum eight (8) feet above the adjacent or closest grade that the public utilizes for walking, parking or other public uses.
- L. The size of the lot or lots shall be adequate to accommodate the use.



APPENDIX B

TABLE OF USES

OFFICIAL SCHEDULE OF DISTRICT REGULATIONS

(P= Permitted uses; S= Special Uses; [Blank] = Not Allowed)

Any use as proposed in the table below shall also be required to follow any supplementary and standards regulations as provided for within this Title and specifically where provided for at Chapter 9 of this Title.

Those uses not specifically provided for are therefore prohibited, unless in conformance with §x-x of this Title.

Table 1: Residential Use Table

<u>Residential Use Table</u>	<u>Zoning Districts</u>						
	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>I</u>	<u>M</u>	<u>D</u>
Accessory Structures	P	P	P	P	P	P	<u>P</u>
Animals, domestic livestock			P				
Dwelling, Multi-Family				P			<u>P</u>
Dwelling, Single Family	P	P	P	P		P	<u>P</u>
Dwelling, Duplex (two-family)		P	P	P		P	<u>P</u>
Home Based Business	S	S	S	P	P	S	<u>P</u>
Home Occupation	P	P	P	P	P	P	<u>P</u>
Swimming Pools, private	P	P	P	P	P	P	<u>P</u>
Townhouses				P			<u>P</u>

Table 2: Commercial Use Table

Commercial Use Table	Zoning Districts						
	AA	A	B	C	I	M	<u>D</u>
Adult Business				S	S		
<u>Airport/Airstrip, private</u>							
Ambulance Service		S	S	S	S	S	<u>S</u>
Amusement Center, indoor/outdoor				P	P		<u>P</u>
Auction Facility				P	P		<u>P</u>
Automotive Fuel Station				P	P		<u>P</u>
Automotive Repair Facility				P	P		<u>P</u>
Automotive Sales, Service, Storage, and Rental				P	P		<u>P</u>
Automotive Washing Facility				P	P		<u>P</u>
Automotive Wrecking Yard					P		
Bakery Plant (wholesale)				S	P		<u>P</u>
Bakery, Retail				P	S		<u>P</u>
Banks/Financial Institutions				P	S		<u>P</u>
Bar, Brewpub, microbrewery, nightclub, lounge				P	S		<u>P</u>
Barbershop/Styling Salon	S	S	S	P	S	S	<u>P</u>
Bed and Breakfast	S	S	S	P	S	S	<u>P</u>
Bicycle Shop				P	P		<u>P</u>
<u>Billboards and Signboards</u>				<u>P</u>	<u>P</u>		
Boarding House		S	S	P	S	S	<u>P</u>
Bookstore				P	S		<u>P</u>
Bowling Alley				P	S		<u>P</u>
Building Supply Outlet				P	P		<u>P</u>

<u>Commercial Use Table</u>	Zoning Districts						
	AA	A	B	C	I	M	<u>D</u>
Bulk Petroleum Products				S	P		<u>S</u>
Bus Station				P	S		<u>P</u>
Cabinet Shop				P	P		<u>P</u>
Campground, <u>Private</u>				P	S		
Carpenter, Plumbing or Sheet Metal Shop				P	P		<u>P</u>
Catering	S	S	S	P	S		<u>P</u>
Childcare- family daycare (6 or fewer)	S	S	S	P		S	<u>S</u>
Childcare- Group Daycare (7-12)		S	S	P		S	<u>S</u>
Childcare-Daycare Center (13 or more)		S	S	P		S	<u>S</u>
Church	S	S	S	P	P	S	<u>P</u>
Club or Lodge		S	S	P	S	S	<u>P</u>
Commercial Parking Lots		S	S	P	S	S	<u>P</u>
Community Centers		S	S	P	S	S	<u>P</u>
Communication Equipment Building, Telephone							
Convenience Store				P	P		<u>P</u>
Crematories				P	P		
Dance Hall				P			<u>P</u>
Dog grooming, (Pet)		S	S	P			<u>P</u>
Drive-up Window Service				P	S		<u>P</u>
Drugstore				P		S	<u>P</u>
Dry Cleaners, coin or attendant				P	S		<u>P</u>
Employment Agencies				P			<u>P</u>
Equipment Rental				P	P		<u>P</u>

<u>Commercial Use Table</u>	Zoning Districts						
	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>I</u>	<u>M</u>	<u>D</u>
Equipment Sales, Farm and Heavy				P	P		<u>P</u>
Fabrication Shop				P	P		<u>P</u>
Feed Store				P	P		<u>P</u>
Firework Stand				P			
Florist Shop				P			<u>P</u>
Food Stand				P			<u>P</u>
Furniture Refinishing				P	P		<u>P</u>
Gift Shop				P			<u>P</u>
Golf Course, Golf Driving Range, Country Club				P			
Greenhouse, retail or wholesale				P	P		<u>P</u>
Health Club				P			<u>P</u>
Hotel/Motel				P	S		<u>P</u>
Impound/Storage Yard, Vehicle				P	P		<u>S</u>
Jewelry Stores				P			<u>P</u>
Kennel				P			
Laboratory; medical, dental, optical		S	S	P	S	P	<u>P</u>
Laundromat				P			<u>P</u>
Liquor Store				P			<u>P</u>
Locksmith				P			<u>P</u>
Lumberyard, retail				P	P		<u>P</u>
Machine Shop				P	P		<u>P</u>
Manufactured Home Park				P			
Manufactured Home Sales and Service				P	P		<u>P</u>

<u>Commercial Use Table</u>	<u>Zoning Districts</u>						
	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>I</u>	<u>M</u>	<u>D</u>
Massage Spa				P	P		<u>P</u>
Medical Clinic		S	S	P		P	<u>P</u>
Medical Retail Sales and Service				P	P	P	<u>P</u>
Monument Works				P	S		<u>P</u>
Mortuary				P			<u>P</u>
Motor Home, Travel-Trailer, Tent Park				P	S		
Newspaper				P			<u>P</u>
Nursery, Plants				P	S		<u>P</u>
Nursing or Convalescent Home		S	S	P		P	<u>P</u>
Pawnshop				P			<u>P</u>
Pharmacy				P		S	<u>P</u>
Photographic Studio		S	S	P	S		<u>P</u>
Printing, Blueprinting, Publishing				P			<u>P</u>
Professional Office (other than medical)	S	S	S	P		S	<u>P</u>
Radio Station				P			<u>P</u>
Recreational Vehicle Park				P	S		
Recycling Operation				P	P		<u>P</u>
Research Activities				P	P		<u>P</u>
Restaurant				P	S		<u>P</u>
Retail Sales and Services				P	S		<u>P</u>
Schools, <u>Private</u> (Pre-schools, Trade Schools etc.)	<u>S</u>	<u>S</u>	<u>S</u>	<u>P</u>	<u>S</u>	<u>S</u>	<u>S</u>
Schools, <u>Public</u> (Elementary and High School)	S	P	P	P		P	<u>P</u>
Shoe Repair				P	S		<u>P</u>

<u>Commercial Use Table</u>	<u>Zoning Districts</u>						
	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>I</u>	<u>M</u>	<u>D</u>
Shopping Center				P			<u>P</u>
Sign Shop				P	P		<u>P</u>
Small Engine Repair Shop				P	P		<u>P</u>
Storage Facility		S	S	P	P		<u>P</u>
Studio: Artist, Interior Decorator, Photographer (etc.)		S	S	P			<u>P</u>
Studio, Dance, Music and Voice		S	S	P			<u>P</u>
Supermarkets				P			<u>P</u>
Swimming Pool, Commercial		S	S	P		S	<u>P</u>
Taxidermy		S	S	P			<u>P</u>
Television Station				P			<u>P</u>
Theater, Indoor				P			<u>P</u>
Tire shop, retail				P	P		<u>P</u>
Tower, Cell	S	S	S	P	P	S	<u>S</u>
Tower, Radio and Television				P	P		<u>S</u>
Travel Agency				P			<u>P</u>
Truck and Tractor Repair				P	P		<u>P</u>
Veterinary Animal Hospital or Clinic				P	P		<u>P</u>
Waterpark		S	S	P	P		<u>P</u>

Table 3: Industrial Use Table

Industrial Use Table	Zoning Districts						
	AA	A	B	C	I	M	<u>D</u>
Asphalt Plant					P		
Beverage Bottling Plant					P		
Billboard Manufacturing Plant					P		
Chemical Manufacturing Plant and Storage					S		
Concrete Batch Plant					P		
Contractor's Yard					P		
Feedlot and Stockyard					S		
Grain Storage					P		
Ice Manufacturing, Cold Storage				P	P		<u>P</u>
Mills, Lumber					P		
Rendering Plant					P		
Sand or Gravel Yard					P		
Slaughterhouse, Meatpacking Plant					S		
Terminal Yard, Trucking					P		
Warehousing, Wholesale					P		
Wrecking Yard					S		

Table 4: Public Use Table

<u>Public Use Table</u>	Zoning Districts						
	<u>AA</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>I</u>	<u>M</u>	<u>D</u>
<u>Airport/Airstrip, Public</u>							
Cemetery, Mausoleums or Cenotaphs	S	S	S	S	S	S	
Fairgrounds				P	P		
Fire, Police (Government)	P	P	P	P	P	P	<u>P</u>
Government Office			P	P	P		<u>P</u>
Heliport						S	<u>S</u>
Hospital						P	<u>P</u>
Library				P			<u>P</u>
Museum				P			<u>P</u>
Parks	P	P	P	P	P	P	<u>P</u>
Post Office				P			<u>P</u>
Prison, Jail Facility				P	P		<u>P</u>
Public Utility Structure		S	S	P	P	S	<u>P</u>
<u>Swimming Pool, Public</u>		<u>S</u>		<u>P</u>			<u>P</u>

**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 \_\_\_\_\_, 2016.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

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

DRAFT

## EXTENSION OF AGREEMENT FOR ELECTRIC SERVICE

This EXTENSION OF AGREEMENT FOR ELECTRIC SERVICE (hereinafter “Agreement”) is entered into by and between the CITY OF BONNERS FERRY (hereinafter “Bonners Ferry”), a municipality organized and existing under the laws of the State of Idaho, and IDAHO FOREST GROUP LLC (hereinafter “IFG”), a Delaware limited liability company; Bonners Ferry and IFG are referred to herein each individually as a “Party” and collectively as “Parties.”

### RECITALS

WHEREAS, the Parties hereto executed an Agreement for Electric service effective May 1, 2011, a true copy of which is Attached hereto as Exhibit 1; and

WHEREAS, the Agreement for Electric Service expired by its terms on September 30, 2015; and

WHEREAS, the Parties have thereafter orally extended the Agreement for Electric Service on a month to month basis; and


WHEREAS, the Parties desire to extend for a period commencing on January 1, 2016 and terminating on September 30, 2017, the methodology set forth in Section 5 of the Agreement for Electric Service for determining Monthly Charges and Payments, as modified herein;

NOW THEREFORE, the Parties mutually agree and covenant as follows:


1. Restated Schedule A. Schedule A to the Agreement for Electric Service is hereby restated in the manner attached hereto.
2. Term. This Agreement shall commence on 0000 hours, Pacific Prevailing Time, on January 1, 2016 and shall terminate on 2400 hours, Pacific Prevailing Time on September 30, 2017.
3. Other Terms Ratified. To the extent not inconsistent all other terms of the Agreement for Electric Service are hereby incorporated herein without modification.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed in their respective names by their respective officers thereunder duly authorized.

IDAHO FOREST GROUP, LLC

By:   
Chris Pease,  
Plant Manager, Idaho Forest Group LLC

Date Executed: 3-3-16

By:   
Suzanne Cullinane,  
Plant Controller, Idaho Forest Group LLC

Date Executed: 3/3/2016

STATE OF IDAHO )  
                              ) ss.  
County of Boundary )

On this 3<sup>rd</sup> day of March, 2016, before me, the undersigned notary public for the State of Idaho, personally appeared Chris Pease and Suzanne Cullinane, known or identified to me to be the Plant Manager and Plant Controller of Idaho Forest Group LLC., a Delaware Limited Liability Company, and acknowledged to me that such Company executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.



Donna Wilson  
Notary Public for Idaho  
Residing at: Bonners Ferry  
Commission Expires: 10-25-18

CITY OF BONNERS FERRY

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

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

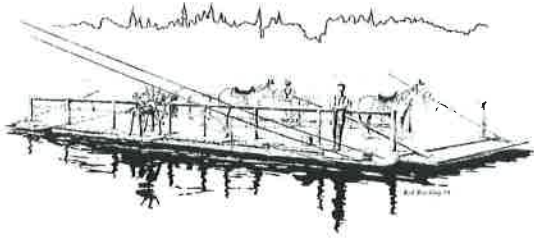
ATTEST: \_\_\_\_\_  
Kris Larson, City Clerk

STATE OF IDAHO )  
                              ) ss.  
County of Boundary )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public for the State of Idaho, personally appeared David Sims and Kris Larson, known or identified to me to be the Mayor and City Clerk of the City of Bonners Ferry, a municipality organized and existing under the laws of the State of Idaho, and acknowledged to me that such municipality executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day and year first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: March 15, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: FCS Server

Attached from TechPartner is a quote to replace our computer that is designated for downloading meter read data. Part of our meter read system is called MV-RS (Multi Vendor Reading System), which is being replaced in the industry with a system called FCS (Field Collection System). The MVRS system operates with Windows XP, while we would need an upgraded operating system to run the newer FCS.

The system proposed was specified by TechPartner with the help of Genpac, who provides our meters and meter reading equipment. I would also like to discuss some of the advantages during the Council meeting, so that you can make an informed decision regarding this upgrade.

Thank you,

Mike



## ■ Proposal

*Thank you for the opportunity to provide the following proposal for your upcoming project.*

Prepared for:  
City of Bonners Ferry  
Bonners Ferry, ID 83805

February 19, 2016

### **FCS Server**

Install and configure replacement server to meet the specification required to support up to 50 walk-by and 5 drive by data collection devices.

#### **Dell PowerEdge Server**

T330 Server, VMware virtualized with RAID 6, 5 yr warranty  
16GB RAM

2TB Storage (RAID 6)

Windows 2012 R2 ..... \$3,574.00

Microsoft SQL Server Standard 2012 Open Government..... \$716.00

Total..... \$4,290.00

---

### **Terms and Conditions**

Unless otherwise indicated, deposit required upon acceptance with balance due on project completion. Past due invoices will be charged 1.5% interest per month (minimum of \$25). Refer to statement of work for full terms and conditions.

**TAX-SUPPORTED AGENCY SALE**

**Idaho Transportation Department, District Two**

**2600 Frontage Road, Lewiston, Idaho 83501**

**3/31/2016, 9:00 AM**

**Inspection of Equipment 7:30AM – 8:50AM**

<b>Item/ Description</b>		<b>Price</b>
T10054 Sign Washer	ELITE 3005 VGEVA SIGN WASHER	\$500.00
T10094 Broom	SWEEPER GEFES 2003-EKO	\$3,000.00
T10117 VARIABLE MESSAGE BOARD	ADDCO ATS2820 TRAILER MESSAGE BOARD	\$2,000.00
T10126 920 Trailer	TRICKER TRAILER 2/4 WHEEL	\$1,000.00
T02167	2005 GMC Safari Van	\$2,500.00
T30002 2500 Chev	2004 CHEVY SILVERADO	\$2,500.00
T 30067 Cab and Chassis	2005 FORD TK F450	\$3,500.00
T30154 F-350	2006 FORD F250	\$4,500.00
T 30155 F-350	2006 FORD F350	\$4,000.00
T30184 F-250	2008 FORD F250	\$2,000.00
T03027	2001 DODGE DAKOTA	\$2,000.00
T30767 Rotary Snow Blower	1976 NORLAND ROTARY SNOW TRUCK PLOW	\$75,000.00
T31328 Ford Attenuator	CRASH ATTENUATOR, 1989TRUCK FORD LN8000	\$7,000.00
T31341 Ford Attenuator	FORD LN 8000, CRASH ATTENAUATOR	\$7,000.00
T31353 Hot Patcher + T08098 THERMO-LAY	FORD LN 8000, HOT PATCH TRUCK + T08098 THERMO-LAY	\$11,000.00
T31848 – Sterling + T06332 Sander	FORD LN 8000, + 5 CY HENDERSON SLIDE IN SANDER	\$10,500.00
T03437	2003 GMC SONOMA	\$2,000.00
T03468	2003 GMC SONOMA	\$2,500.00
T3576 F-250	2003 FORD F250	\$3,500.00
T3586 Colorado	2004 CHEVY COLORADO	\$2,500.00
T4047 Fiat Allis Loader	FIAT ALLIS LOADER	\$8,000.00

T4786 JD 5510 Mow Tractor* + 8093 Sickle Mower	JD 5100 AWD TRACTOR + ALAMO SICKLE MOWER	\$9,000.00
6331, Sander	HENDERSON 5 CY SLIDE IN SANDER	\$1,500.00
T7786 Sander	MONROE 9 CY SLIDE IN SANDER	\$1,300.00
T08112 Distributor	ETNYE DISTRIBUTOR, 1300 GALLON	\$3,000.00
T08146 CrafcO Crack Sealer + T08550 CrafcO Crack Cleaner	Crack Sealer \$3500 + CLEANER \$1200.00	\$4,700.00
T08163 Tow Distributor	ETNYRE, TOW DISTRIBUTOR	\$3,500.00
T08236 Compactor - Parts machine	COMPACTOR, PARTS UNIT, ONLY	\$0.00
T08480 Forklift	SELICK FORKLIFT	\$4,500.00
T08854 IR Roller	INGERSOL RAND ROLLER	\$3,500.00
T09331 Cat 920 Trailers	MIRAGE UTILITY TRAILER	\$2,500.00
T09338 Equipment Trailer	DAKO TILTBED TRAILER	\$1,500.00
T09673 Sign Washer 1996	1996 SIGN WASHER	\$500.00
T09734 Trailers	TRICKER TRAILER 2/4 WHEEL	\$500.00
T09743 Hydraulic Hammer	KENT KF22 TAMPER	\$500.00
T09815 Sign Washer 1987	SIGN WASHER	\$250.00
T09817 Sign Washer 1987	SIGN WASHER	\$250.00
T09818 Sign Washer	SIGN WASHER	\$250.00
Tailgate Auger	ITD BUILT	\$500.00
ALL-IN-ONE PRINTER	6 ASSORTED, MODELS AND BRANDS	\$10.00
722778	XEROX 3030 PRINTER	\$10.00
	OFFICE DESKS, MULTIPLE	\$10.00
	OFFICE PARTITIONS (1 SET)	\$10.00
	FILE CABINETS	\$10.00
	TV WITH STAND	\$10.00
	4 PART LOCKER	\$10.00



**ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT**

THIS ASSIGNMENT, ASSUMPTION AND CONSENT AGREEMENT (the “*Assignment Agreement*”) is entered into as of March [ ], 2016 (“*Execution Date*”), by and among the Eugene Water & Electric Board, an Oregon municipal utility (“*Assignor*”), Smith Creek Hydro, LLC, a Delaware limited liability company (“*Assignee*”), Northern Lights, Inc., an Idaho cooperative association (“*NLI*”), the City of Bonners Ferry, Idaho (“*City*”), and the Bonneville Power Administration (“*BPA*”). The City, NLI and BPA may each be referred to herein individually as a “*Consenting Party*” or collectively as the “*Consenting Parties*.” Assignor, Assignee and the Consenting Parties may be referred to in this Assignment Agreement each individually as a “*Party*” or collectively as the “*Parties*”.

**WHEREAS**, Assignor and Consenting Parties are parties to that certain Temporary and Emergency Operations Agreement, Contract No. 09TX-14475, dated on or about October 6, 2009, as attached hereto as Exhibit 1 and incorporated herein by reference (“*Assigned Agreement*”); and

**WHEREAS**, Assignee and Assignor have entered into that certain Asset Sales Agreement dated December 1, 2015 (the “*Asset Sales Agreement*”), whereby Assignee has agreed to acquire all of Assignor’s right, title and interest in and to the Smith Creek Hydroelectric Project (“*Project*”), subject to all the terms and conditions of the Asset Sales Agreement, including the satisfaction of certain conditions precedent set forth therein; and

**WHEREAS**, as part of the transfer of ownership of the Project pursuant to the Asset Sales Agreement, Assignor desires to assign to Assignee all of Assignor’s rights, duties and obligations in, to and under the Assigned Agreement, and Assignee desires to accept such assignment of rights, duties and obligations, in each case arising from and after the Effective Time (as defined below); and

**WHEREAS**, the Consenting Parties’ prior written consent to the assignment of the Assigned Agreement is one of the conditions precedent to the transfer of ownership of the Project pursuant to the Asset Sales Agreement.

**NOW, THEREFORE**, In consideration of the promises and mutual covenants contained herein, and for other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Effective Time.** “*Effective Time*” shall mean the Closing Date of the Asset Sales Agreement, as defined in and determined pursuant to the Asset Sales Agreement, of which the Assignor and Assignee shall notify the Consenting Parties as soon as reasonably practicable after its occurrence.
2. **Assignment.** Upon the occurrence of the Closing Date, and as of the Effective Time, Assignor is deemed to have assigned to Assignee all of Assignor’s right, title, benefit, privilege and interest in, to and under the Assigned Agreement, except that Assignor retains and shall be solely responsible to observe and perform or otherwise discharge any and all Assignor

Liabilities (as defined below).

3. **Assumption.** Upon the occurrence of the Closing Date, and as of the Effective Time, Assignee is deemed to have accepted such assignment, and Assignee thereafter shall have all right, title, benefit, privilege and interest in, to and under the Assigned Agreement, and shall assume and hereby agrees to observe and perform or otherwise discharge all Assignee Liabilities (as defined below).

4. **Liabilities.** For purposes of this Assignment Agreement, “*Liabilities*” means any and all indebtedness, obligations, duties, performance and other liabilities owing to the Consenting Parties pursuant to or with respect to the Assigned Agreement. All Liabilities due and owing by Assignor prior to the Effective Time shall remain the obligation and responsibility of Assignor (the “*Assignor Liabilities*”). All Liabilities due and owing on or after the Effective Time shall be the obligation and responsibility of Assignee (the “*Assignee Liabilities*”).

5. **Acceptance by Consenting Party.** Each Consenting Party hereby consents to the assignment and assumption of the Assigned Agreement pursuant to this Assignment Agreement. Each Consenting Party hereby accepts Assignee as the Party entitled to receive all of Assignor’s right, title, benefit, privilege and interest in, to and under the Assigned Agreement, and as the Party obligated to assume and perform all of the Assignee Liabilities under the Assigned Agreement.

6. **Release.**

(a) Effective as of the Effective Time, each Consenting Party hereby releases and forever discharges Assignor from any and all further obligations to such Consenting Party with respect to the Assignee Liabilities including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever arising out of, or that are in any way related to, the Assignee Liabilities. The foregoing shall not release or discharge Assignor in respect of the settlement, payment or performance of any Assignor Liabilities. All Assignor Liabilities shall remain and be the obligation and responsibility of Assignor and shall be paid or performed by Assignor in accordance with the terms of the Assigned Agreement.

(b) Effective as of and from the Effective Time, Assignor hereby releases and forever discharges each Consenting Party from any and all further obligations to Assignor with respect to the Assigned Agreement including, without limitation, all manner of action and inaction, cause or causes of action, suits, debts, dues, sums of money, claims and demands whatsoever at law or in equity, arising out of or which are in any way related to, the Assigned Agreement; provided, that the foregoing shall not release or discharge any Consenting Party from the settlement, payment or performance of any Liabilities arising from or relating to acts, omissions or events occurring or conditions existing prior to the Effective Time that have not been settled, paid or performed as of the Effective Time.

(c) Each Consenting Party hereby acknowledges and agrees that Assignee shall have no obligation, responsibility or liability for observance, performance or other discharge of any of the Assignor Liabilities, and that neither the existence of Assignor Liabilities nor any non-observance, non-performance or failure to discharge such Assignor Liabilities, if

any, shall give rise to any excuse to performance, right to set-off or defense, at law or in equity, whether against the Assignee or otherwise, by such Consenting Party, whether under the Assigned Agreement or otherwise.

7. **Further Actions.** Each of the Parties hereto covenants and agrees to execute and deliver such further documents and instruments, and to take such other actions, as any other Party hereto may reasonably request to consummate the assignment, assumption and consent contemplated by this Assignment Agreement.

8. **Representations & Warranties.**

(a) Each Party hereby represents and warrants to the others as of the Execution Date and again as of the Effective Time that:

(i) It is duly organized, validly existing and in good standing under the laws of the jurisdiction of its formation, is duly qualified to do business in those jurisdictions in which it is necessary for the conduct of its business with respect to the Assigned Agreement and to enter into and perform the transactions contemplated by this Assignment Agreement, except for failures that, in the aggregate, are not material to the other Parties, and has all requisite corporate or other similar power and authority and the legal right to own and operate its properties and to conduct its business as currently conducted with respect to the Assigned Agreement;

(ii) The execution, delivery and performance by it of this Assignment Agreement and the consummation by it of the transactions contemplated hereby: (A) are within its corporate or other similar power and authority and have been or will be duly authorized by all necessary corporate or other similar action; and (B) do not and will not, with the passing of time or the giving of notice or both, violate any of the terms and conditions in its governing documents or any government rule applicable to it or result in the breach, default or termination of any agreement to which it is a party;

(iii) This Assignment Agreement constitutes a legally valid and binding obligation enforceable against it in accordance with its terms;

(iv) There is no proceeding, order, judgment, decree, injunction outstanding, nor any action, claim, demand, suit, proceeding, arbitration, grievance, citation, summons, subpoena, inquiry or investigation of any nature, civil, criminal, regulatory or otherwise, in law or in equity, pending or, to its knowledge, threatened against it that would materially and adversely affects its ability to perform its obligations hereunder; and

(v) It understands and agrees that no Party is acting as a fiduciary, advisor or agent to any other Party with respect to this Assignment Agreement.

(b) Each Consenting Party hereby represents and warrants to Assignor and Assignee as of the Execution Date and again as of the Effective Time that:

(i) Such Consenting Party is a party to the Assigned Agreement;

(ii) The Assigned Agreement is in full force and effect and has been duly authorized, executed and delivered by it, and the Assigned Agreement constitutes a legally valid and binding obligation enforceable against such Consenting Party in accordance with its terms;

(iii) Such Consenting Party is not, and to the best of such Consenting Party's knowledge Assignor is not, in breach of or in default under the Assigned Agreement, and no party to the Assigned Agreement has provided written notice that any other party thereto is in breach of or in default under the Assigned Agreement that has not been fully resolved by the parties; and

(iv) To the best of such Consenting Party's knowledge, no event has occurred that with the passage of time or giving of notice or both would constitute a breach of or default under, result in a loss of rights to, of or under, or permit the termination, modification or acceleration of any right, title, benefit, privilege and interest in, to and under the Assigned Agreement.

(c) Assignor hereby represents and warrants to the Consenting Parties and Assignee as of the Execution Date and again as of the Effective Time that:

(i) Assignor is a party to the Assigned Agreement;

(ii) The Assigned Agreement is in full force and effect and has been duly authorized, executed and delivered by it, and the Assigned Agreement constitutes a legally valid and binding obligation enforceable against Assignor in accordance with its terms;

(iii) Assignor is not, and to the best of Assignor's knowledge no Consenting Party is, in breach of or in default under the Assigned Agreement, and no party to the Assigned Agreement has provided written notice that any other party thereto is in breach of or in default under the Assigned Agreement that has not been fully resolved by the parties; and

(iv) To the best of Assignor's knowledge, no event has occurred that with the passage of time or giving of notice or both would constitute a breach of or default under, result in a loss of rights to, of or under, or permit the termination, modification or acceleration of any right, title, benefit, privilege and interest in, to and under the Assigned Agreement.

9. **Notice.** Any communications between or among the Parties hereto or regular notices provided herein to be given shall be given to the following addresses:

To Assignor:

Eugene Water & Electric Board  
Attn: Patty Boyle, Principal Project Manager  
PO Box 10148  
Eugene, OR 97440  
Telephone: (541) 685-7406  
Email: [patty.boyle@eweb.org](mailto:patty.boyle@eweb.org)

With a copy to:

Cable Huston LLP  
Attn: Tom Grim

1001 SW 5<sup>th</sup> Ave., Suite 2000  
Portland, OR 97204  
Telephone: (503) 224-3092  
Email: [tgrim@cablehuston.com](mailto:tgrim@cablehuston.com)

To Assignee:

Smith Creek Hydro, LLC  
Attn: Thom A. Fischer, Manager  
1800 James Street, Suite 201  
Bellingham, WA 98225  
Telephone: (360) 738-9999  
Email: [thom@tollhouseenergy.com](mailto:thom@tollhouseenergy.com)

With a copy to:

Wilson Sonsini Goodrich & Rosati PC  
Attn: Todd Glass  
701 5<sup>th</sup> Ave., Suite 5100  
Seattle, WA 98104  
Telephone: (206) 883-2500  
Email: [tglass@wsgr.com](mailto:tglass@wsgr.com)

To NLI:

Northern Lights, Inc.  
Attn: Annie Terracciano, General Manager  
P.O. Box 269  
421 Chevy St.  
Sagle, ID 83860  
Telephone: (208) 255-7197  
Email: [\_\_\_\_\_]

To City:

City of Bonners Ferry  
Attn: City Administrator  
P.O. Box 149  
7232 Main Street  
Bonners Ferry, ID 83805  
Telephone: (208) 267-0357  
Email: [\_\_\_\_\_]

To BPA:

Bonneville Power Administration  
Attn: District Chief Operator  
2400 E. Hawthorne  
Mead, WA 99021  
Telephone: (509) 465-1036  
Email: [\_\_\_\_\_]

Any notice that is personally served shall be effective upon the date of service. Any notice given by U.S. Mail shall be deemed effectively given, if deposited in the United States Mail, registered or certified with return receipt requested, postage prepaid and addressed as provided above, on the date of receipt, refusal or non-delivery indicated on the return receipt. Any Party also may send notices by a nationally recognized overnight courier service that provides written proof of

delivery (such as UPS or Federal Express). Any notice sent by a nationally recognized overnight courier shall be effective on the date of delivery to the Party at its address specified above as set forth in the courier's delivery receipt. Any Party may, by notice to the others from time to time in the manner herein provided, specify a different address for notice purposes.

10. **Final Agreement.** This Assignment Agreement, and the applicable provisions of the Asset Sales Agreement, and all exhibits and schedules thereto, represent the final understanding and agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral and written and all contemporaneous oral negotiations, commitments and understandings among the Parties; provided, that, as between Assignor and Assignee, nothing in this Assignment Agreement shall supersede, limit or otherwise modify any rights, remedies or obligations under any other agreements between Assignor and Assignee, which shall survive the execution of this Assignment Agreement according to their terms, as applicable.

11. **No Third Party Beneficiaries.** This Assignment Agreement is entered into for the sole benefit of the Parties, and except as specifically provided herein, no other person shall be a direct or indirect beneficiary of, or shall have any direct or indirect cause of action or claim in connection with, this Assignment Agreement.

12. **Dispute Resolution.** Any dispute or disagreement arising under this Assignment Agreement between Assignor and Assignee, including without limitation whether an obligation arising under the Assigned Agreements is an Assignor Liability or an Assignee Liability, shall be resolved pursuant to the Dispute Resolution provisions set forth in Section XII of the Asset Sales Agreement. For the avoidance of doubt, nothing in this Section 12 shall obligate any Consenting Party to comply with the Dispute Resolution provisions set forth in the Asset Sales Agreement.

13. **Counterparts.** The Parties agree that this Assignment Agreement may be executed in counterparts and that, when taken together, such counterparts constitute a single agreement.

14. **Termination.** If the Effective Time has not occurred within one (1) year from the Execution Date, this Assignment Agreement may be terminated by any Party. Such termination shall be effective upon written notice provided by the terminating Party to all other Parties hereto; provided, that in the event that this Assignment Agreement is terminated pursuant to the foregoing, nothing herein shall preclude the Parties from entering into a revised or restated agreement with respect to the subject matter hereof.

[signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Assignment Agreement as of the date first above written.

**Assignor:**

**Assignee:**

**EUGENE WATER & ELECTRIC BOARD**

**SMITH CREEK HYDRO, LLC**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BPA:**

**City:**

**UNITED STATES OF AMERICA,  
DEPARTMENT OF ENERGY  
BONNEVILLE POWER  
ADMINISTRATION**

**CITY OF BONNERS FERRY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**NLI:**

**NORTHERN LIGHTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT 1**

**Temporary and Emergency Operations Agreement, Contract No. 09TX-14475**



**TEMPORARY AND EMERGENCY OPERATIONS AGREEMENT**

executed by the

**BONNEVILLE POWER ADMINISTRATION**

and

**EUGENE WATER AND ELECTRIC BOARD**

and

**CITY OF BONNERS FERRY**

and

**NORTHERN LIGHTS, INC.**

**(Operation of a Temporary North Bench Tap  
to the Bonners Ferry-Smith Falls Hydro 115 kV Line)**

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This Temporary and Emergency Operations Agreement (Agreement) supersedes Temporary and Emergency Operations Agreement Contract No. 02TX-10871.

This Agreement is executed by the UNITED STATES OF AMERICA, Department of Energy, acting by and through the BONNEVILLE POWER ADMINISTRATION (Transmission Provider) and EUGENE WATER AND ELECTRIC BOARD (EWEB), CITY OF BONNERS FERRY (the City) and NORTHERN LIGHTS, INC (NLI) (Transmission Customers). The Transmission Provider and the Transmission Customers are sometimes referred to individually as "Party," and collectively as "Parties" as the context suggests below.

This Agreement updates the technical requirements, clarifies ownership information, and updates the points of contact, addresses and telephone numbers identified in the previous Temporary and Emergency Operations Agreement (Contract No. 02TX-10871), which is replaced in its entirety by this Agreement.

## RECITALS

EWEB owns, operates and maintains the Smith Falls Hydroelectric Project (Project).

The output of the Project is integrated into the Transmission Provider's transmission system at the Transmission Provider's Bonners Ferry Substation via EWEB's Bonners Ferry-Smith Falls Hydro 115 kV line.

The Parties have agreed that for planned maintenance and emergency purposes, it is mutually beneficial from time to time to establish a temporary connection between the Transmission Provider's North Bench Substation and EWEB's Bonners Ferry-Smith Falls Hydro 115 kV line (the Temporary Tap).

The Transmission Provider and the Transmission Customers agree:

### 1. EFFECTIVE DATE

This Agreement shall take effect on 0000 hours on the date it is signed by all Parties (Effective Date), and shall continue in effect for 10 years from the Effective Date. This Agreement may be renewed, with or without modifications if: (a) requested by a Party at least 30 days prior to the expiration of the proceeding term of the Agreement, and; (b) mutually agreed to by the Parties. In the event that the Agreement is not renewed, all liabilities incurred hereunder are hereby preserved until satisfied.

### 2. PAYMENT PROVISIONS

This Agreement is for the mutual benefit of the Parties. As it relates to the terms of this Agreement only, no Party will charge another Party for use of the Temporary Tap.

### 3. DUTIES AND RESPONSIBILITIES OF THE PARTIES

#### (a) Technical Requirements for the Temporary Tap

- (1) Prior to each use of the Temporary Tap by EWEB, the City, and/or NLI, the Parties must determine and agree, in writing if time permits, on acceptable relay settings and make any relay changes required for the temporary configuration (including modifications to sectionalizing relay schemes by Transmission Provider at no additional expense to any other Party). Protective line relay requirements may differ depending on the needs and the configuration for the Temporary Tap.

- (2) The Temporary Tap may be used to provide for the interconnection of the Mt. Hall Substation, Smith Falls Hydro generation facility, North Bench Substation, and Moyie Substation ("all facilities") to the Bonners Ferry-Smith Falls Hydro 115 kV line for an outage of the Katka Tap to Moyie Substation section of the Katka Tap to North Bench 115 kV line if ground detection schemes, acceptable to the Transmission Provider, are installed wherever the Moyie Springs Hydro Project generation is connected (either at Moyie Substation or the North Bench Substation), or the Temporary Tap may be used when the Moyie Springs Hydro Project is off-line.
- (3) The Temporary Tap may not be used to connect "all facilities" to the Katka Tap to North Bench 115 kV line when the 115 kV system is operating normally (i.e. no sectionalizing) for an outage of the Bonners Ferry Substation to North Bench Substation section of the Bonners Ferry-Smith Falls Hydro 115 kV line for any length of time due to relaying inadequacies and possible violations of the North American Electric Reliability Council relaying guidelines.
- (4) The Temporary Tap may be used to connect "all facilities" to the Katka Tap to North Bench 115 kV line when the Libby-Bonners Ferry 115 kV line is sectionalized "open" between Troy Substation and Yaak Substation for an outage of the Bonners Ferry to North Bench section of the Bonners Ferry-Smith Falls Hydro 115 kV line; provided, however, an electrical ground source must be installed at Yaak Substation, or a Transmission Provider-approved ground detection scheme must be installed when the Moyie Springs Hydro Project generation is connected at the North Bench Substation or Moyie Substation.

(b) **Coordinating Outages**

The Party (or Parties) requesting installation of the Temporary Tap shall be responsible for coordinating outages with the Transmission Provider's Dispatch Center.

(c) **Slack Span Connection**

The Party (or Parties) requesting the installation of the Temporary Tap, at their own expense, will provide the jumpers required to connect the Temporary Tap at NLI's structure B685B. The Party (or Parties) installing the slack span connection must check the phasing between the connection points before making the connection.

**4. OPERATION OF THE TEMPORARY TAP**

- (a) The Temporary Tap will only be used for the following purposes:
  - (1) As a temporary Transmission Provider point of interconnection to serve the City and NLI loads during planned maintenance and emergency conditions.
  - (2) As a temporary point of integration for EWEB's Smith Falls Hydro Project output during emergency conditions.
  - (3) As a temporary point of integration for the City's Moyie Springs Hydro Project output during emergency conditions (provided that relaying protection is adequate, as determined by the Transmission Provider).
- (b) The Party (or Parties) will keep the duration of the use of the Temporary Tap to a minimum.

**5. OWNERSHIP OF FACILITIES**

NLI owns, and shall maintain, all transmission facilities between the point where the Temporary Tap connects to the Bonners Ferry-Smith Falls Hydro 115 kV line and the point of interconnection with NLI's portion of the Katka Tap to North Bench 115 kV line.

**6. NOTICES OF AN OPERATING NATURE**

(a) **Planned Maintenance Notices**

The Party (or Parties) requesting installation of the Temporary Tap must provide written notification to the other Parties a minimum of three (3) months in advance of the date the Temporary Tap will be placed in service. The notification must explain the circumstances requiring the use of the Temporary Tap, the estimated schedule for installing the Temporary Tap, the duration the Temporary Tap will be in service and the resulting system configuration with the Temporary Tap in service.

Notices must be submitted to the primary and/or secondary points of contact as follows:

**Primary Point of Contact  
for BPA:**

Bonneville Power Administration  
2400 E. Hawthorne  
Mead, WA 99021  
Attention: District Chief Operator  
Phone: (509) 465-1036  
Fax: (509) 465-1070

**Primary Point of Contact  
for EWEB:**

Eugene Water & Electric Board  
500 E 4<sup>th</sup> Ave  
Eugene, OR 97440  
Attention: Generation Manager  
Phone: (541) 484-2411  
Fax: (541) 484-3762

**Primary Point of Contact  
for the City:**

City of Bonners Ferry  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805  
Attention: City Administrator  
Phone: (208) 267-0357  
Fax: (208) 267-4375  
E-Mail:  
sboorman@bonnersferry.id.gov

**Primary Point of Contact  
for NLI:**

Northern Lights Incorporated  
421 Chevy Street  
P.O. Box 269  
Sagle, ID 83860  
Attention: System Engineer  
Phone: (208) 263-5141 ex. 112  
Fax: (208) 263-6092

**Secondary Point of Contact  
for BPA:**

Bonneville Power Administration  
2400 E. Hawthorne  
Mead, WA 99021  
Attention: Spokane District Manager  
Phone: (509) 358-7379  
Fax: (509) 358-7460

**Secondary Point of Contact  
for EWEB:**

Eugene Water & Electric Board  
500 E 4<sup>th</sup> Ave  
Eugene, OR 97440  
Attention: Systems Engineering &  
Substation Reliability Manager  
Phone: (541) 341-1830  
Fax: (541) 484-3762

**Secondary Point of Contact  
for the City:**

City of Bonners Ferry  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805  
Attention: City Manager  
Phone: (208) 267-4382  
Fax: (208) 267-4388

**Secondary Point of Contact  
for NLI:**

Northern Lights Incorporated  
421 Chevy Street  
P.O. Box 269  
Sagle, ID 83860  
Attention: General Manager  
Phone: (208) 263-5141  
Fax: (208) 263-6092

(b) **Emergency Notices**

The Party (or Parties) requesting the installation of the Temporary Tap must notify the Transmission Provider's Munro Dispatch Center prior to placing the Temporary Tap in service at:

Bonneville Power Administration  
Munro Control Center  
1620 E. Hawthorne  
P.O. Box 939  
Mead, WA 99021  
Attention: Duty Dispatcher

**EMERGENCY ONLY**

Phone: (509) 465-1820  
Fax: (509) 466-2444

**7. EXECUTION IN COUNTERPART**

This Agreement may be executed by the Parties in counterpart, each of which is deemed an original but all constitute one and the same instrument.

**UNITED STATES OF AMERICA**  
**Department of Energy**  
**Bonneville Power Administration**

By: Eric H. Carter

Name: Eric H. Carter  
(Print / Type)

Title: Senior Transmission Account Executive

Date: 10/6/09

**EUGENE WATER & ELECTRIC BOARD**

By: James P. Wiley

Name: James P. Wiley  
(Print / Type)

Title: DIRECTOR - ELECTRIC DIVISION

Date: 10/9/09

**THE CITY OF BONNERS FERRY**

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

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

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

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

**NORTHERN LIGHTS INCORPORATED**

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

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

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

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

(b) **Emergency Notices**

The Party (or Parties) requesting the installation of the Temporary Tap must notify the Transmission Provider's Munro Dispatch Center prior to placing the Temporary Tap in service at:


Bonneville Power Administration  
Munro Control Center  
1620 E. Hawthorne  
P.O. Box 939  
Mead, WA 99021  
Attention: Duty Dispatcher

**EMERGENCY ONLY**  
Phone: (509) 465-1820  
Fax: (509) 466-2444

**7. EXECUTION IN COUNTERPART**

This Agreement may be executed by the Parties in counterpart, each of which is deemed an original but all constitute one and the same instrument.

**UNITED STATES OF AMERICA**  
Department of Energy  
Bonneville Power Administration

By: 

Name: Eric H. Carter  
(Print/Type)

Title: Senior Transmission Account Executive

Date: 10/6/09

**EUGENE WATER & ELECTRIC BOARD**

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

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

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

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

**THE CITY OF BONNERS FERRY**

By: 

Name: David K. Anderson  
(Print/Type)

Title: Mayor

Date: 10-15-09

**NORTHERN LIGHTS INCORPORATED**

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

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

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

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

(b) **Emergency Notices**

The Party (or Parties) requesting the installation of the Temporary Tap must notify the Transmission Provider's Munro Dispatch Center prior to placing the Temporary Tap in service at:

Bonneville Power Administration  
Munro Control Center  
1620 E. Hawthorne  
P.O. Box 939  
Mead, WA 99021  
Attention: Duty Dispatcher

**EMERGENCY ONLY**  
Phone: (509) 465-1820  
Fax: (509) 466-2444

**7. EXECUTION IN COUNTERPART**

This Agreement may be executed by the Parties in counterpart, each of which is deemed an original but all constitute one and the same instrument.

**UNITED STATES OF AMERICA**  
Department of Energy  
Bonneville Power Administration

By: Eric H. Carter

Name: Eric H. Carter

(Print/Type)

Title: Senior Transmission Account Executive

Date: 10/6/09

**EUGENE WATER & ELECTRIC BOARD**

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

Name: \_\_\_\_\_

(Print/Type)

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

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

**THE CITY OF BONNERS FERRY**

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

Name: \_\_\_\_\_

(Print/Type)

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

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

**NORTHERN LIGHTS INCORPORATED**

By: Jon Shelby

Name: Jon Shelby

(Print/Type)

Title: General Manager

Date: 10/9/09



# Association of Idaho Cities

## 2016 Spring Academy for City Officials



All meetings will be held from 9 am - 3 pm

Training topics will include municipal budgeting, including the basics of municipal budgeting, property tax administration, municipal revenues, and strategic and capital improvement planning; and planning and zoning, including basics of planning and zoning, hearing procedures, and annexation. All city officials are encouraged to attend.

**Coeur d'Alene**  
District 1  
Thursday-April 21

**Best Western Plus Coeur d'Alene Inn**  
506 W. Appleway Avenue  
Coeur d'Alene, Idaho

**Moscow**  
District 2  
Friday-April 22

**Best Western Plus University Inn**  
1516 Pullman Road  
Moscow, Idaho

**Nampa Civic Center**  
311 3rd Street South  
Nampa, Idaho

**Nampa**  
District 3  
Tuesday-April 26

**Best Western Burley Inn**  
800 North Overland Ave  
Burley, Idaho

**Burley**  
District 4  
Wednesday-April 27

**Hilton Garden Inn**  
700 Lindsay Blvd  
Idaho Falls, Idaho

**Idaho Falls**  
District 6  
Thursday-April 28

**Idaho Central Credit Union**  
4400 Central Way  
Chubbuck, Idaho

**Chubbuck**  
District 5  
Friday-April 29

**Register at: [www.idahocities.org/districtmeetings](http://www.idahocities.org/districtmeetings)**