

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**  
**April 5, 2016**  
**7:00 p.m.**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARING**

#### **PUBLIC COMMENTS**

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

#### **GUESTS**

#### **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 15, 2016 Council Meeting Minutes and March 29, 2016 Special Council Meeting Minutes

#### **OLD BUSINESS**

5. City – Second Reading of Ordinance Amending Title 11, Chapter 2 Creating Downtown District
6. City – Waive Third Reading of Ordinance and Consider Adoption of Ordinance No. 553 Amending Title 11, Chapter 2 Creating Downtown District (attachment)
7. City – Second Reading of Ordinance Amending Title 11, Chapter 14 Sign Code
8. City – Waive Third Reading of Ordinance and Consider Adoption of Ordinance No. 554 Amending Title 11, Chapter 2 Sign Code (attachment)

#### **NEW BUSINESS**

9. Water – Approve Pay Request #4 for S&L Underground and Authorize Mayor to Sign Grant Paperwork (attachment)

10. City – Approve Special Event Permit for Boundary Community Hospital for Fun Run and Health Fair on May 14, 2016 (attachment)
11. City – Approve Special Event Permit for Bonners Ferry Chamber of Commerce for Kootenai River Days on July 9, 2016 (attachment)
12. City – Approve Resolution 2016-04-01 Authorizing Destruction of Records (attachment)
13. Electric – Approve Final Pay Request for Knight Construction for Moyie Substation Project (attachment)
14. Electric – Approval to Purchase Pascor Switch (attachment)
15. URA – Authorize Mayor to Sign Contract with Bonners Ferry Urban Renewal Agency for Document Storage (attachment)
16. Electric – Authorize Mayor to Sign Updated Agreement with Eugene Water and Electric Board (attachment)
17. Pool – Approval to Advertise for Lifeguards and Consider Reimbursement for Lifeguard Class and Increase Starting Wage (attachment)
18. City – Consider Hiring Temporary Mechanic Assistant

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

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

#### **ADJOURNMENT**

#### **INFORMATION**

19. City – Fair Housing Proclamation (attachment)
20. City – Meeting with Idaho Smart Growth on April 21, 2016 at 6:00 p.m. (attachment)
21. Electric/Water/Sewer – Profit/Loss Reports (attachment)

22. URA – Bonners Ferry Urban Renewal District 2015 Annual Report to the City of Bonners Ferry (attachment)
23. City – AIC Conference in Boise June 22 through June 24, 2016
24. Street – Cleanup Week April 11 through April 18, 2016
25. City – AIC 2016 Spring Academy for City Officials in Coeur d'Alene April 21, 2016
26. City – Highway 95 Meeting at City Hall on April 27, 2016 at 4:30 p.m.

ORDINANCE NO. 553

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 the 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 ~~strikethrough~~.

**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, eve or parapet shall be closer than two (2) feet, measured in horizontal distance, to the curb and shall be at a minimum 8-feet above the adjacent or closest grade that the public utilize 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		
<del>Airport/Airstrip, private</del>							
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>
<del>Billboards and Signboards</del>				<del>P</del>	<del>P</del>		
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>	<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>
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>

Commercial Use Table	Zoning Districts						
	AA	A	B	C	I	M	<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			<u>??</u>
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>

Commercial Use Table	Zoning Districts						
	AA	A	B	C	I	M	<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

ORDINANCE NO. 554

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-1.

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.

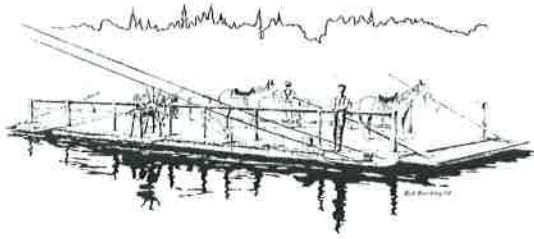
APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

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



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: April 5, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Water Tank Pay Application - S&L Underground

S&L Underground submitted pay application #4 for the Cassia Water Tank Project. Based on the current percentage of completion (74%), I recommend payment of \$262,010.00.

Thank you,

Mike

**CITY OF BONNERS FERRY  
BONNERS FERRY CASSIA STORAGE TANK  
CONTRACTOR PARTIAL PAYMENT REQUEST**

Owner: <b>Clty of Bonners Ferry</b>		Contractor: <b>S&amp;L Underground Inc.</b>	
Period of Request:	12/27/15 to 03/24/16	Pay Request Number:	<b>4</b>
		Date of Pay Request:	3/30/2016

CHANGE ORDER SUMMARY				PAYMENT REQUEST SUMMARY*	
No.	Approved	Additions	Deductions		
				1. Original Contract	\$ 1,088,020.00
				2. Change Orders	\$ -
				3. Revised Contract Amount	\$ 1,088,020.00
				4. Work Completed	\$ 803,880.00
				5. Stockpiled Materials	N/A
				6. Retainage (5%)	\$ (40,194.00)
				7. Previous Payments	\$ (501,676.00)
				<b>8. Amount Due (4+5-6-7)</b>	<b>\$ 262,010.00</b>
Totals	\$ -	\$ -	\$ -	*Detailed breakdown attached.	
Net Change		\$ -		% of Contract Amount Earned	74%

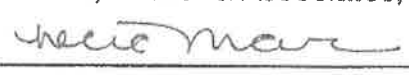
CONTRACT TIMES			
Calendar Dates		Number of Calendar Days	
Starting Date	10/26/15	Substantial Completion	249
Substantial Completion Date	07/01/16	Ready for Final Payment	10
Ready For Final Payment	07/11/16	Change Order Days	
% of Contract Days Expired	58%	Total Calendar Days	259

**CONTRACTOR's Certification**  
 The undersigned CONTRACTOR certifies that: (1) all previous progress payments received from OWNER on account of Work done under this Contract have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Contractor Partial Payment Requests numbered **1 through 2** inclusive; (2) title to all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Partial Payment Request will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as are covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by the Partial Payment Request is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

**PROPOSED BY CONTRACTOR:**  
 S&L Underground Inc.

**RECOMMENDED BY ENGINEER**  
 Welch, Comer & Associates, Inc.

By:   
 Date: 3/31/16

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

**APPROVED BY OWNER:**  
 City of Bonners Ferry

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



Memorandum

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TO: MIKE KLAUS, PE-CITY OF BONNERS FERRY  
FROM: NECIA MAIANI, PE  
PROJECT #: 45007  
SUBJECT: CASSIA WATER TANK PROJECT STATUS  
DATE: MARCH 30, 2016  
CC: KRIS LARSON

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The purpose of this memo is to summarize work completed in the last month. This work is reflected in Pay Request 4 which has been submitted for Council approval:



Pouring slab-north half

S and L Underground formed the concrete slab and, once load limits were removed from the local roadways, they completed two pours for the slab totaling approximately 300 cubic yards of concrete.

S and L is forming the walls on the north half of the structure and will complete the pour for the north half this week (April 1).



Forming walls-north half



Finish work-south slab

In April, we expect the Contractor to complete the walls and accessory piping in the tank.

2014-65

CITY OF BONNERS FERRY, IDAHO  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)


Date of Application 3/3/2016  
License Issued to: Boundary Community Hospital  
Business Name: Boundary Community Hospital  
Mailing Address: 6640 Kaniksu St.  
Physical Address: 6640 Kaniksu St. Bonners Ferry, ID 83205  
Phone Number: 208 267 6912  
Type of Event: Fun Run and Health Fair  
Dates of Event: Saturday, May 14, 2016  
Location of Event: Boundary Community Hospital and surrounding Area  
Time of Event: Fun Run registration 7am start 8am Health Fair 9am to Noon

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant   
Printed Name Craig A. Johnson  
Office/Title Chief Executive Officer

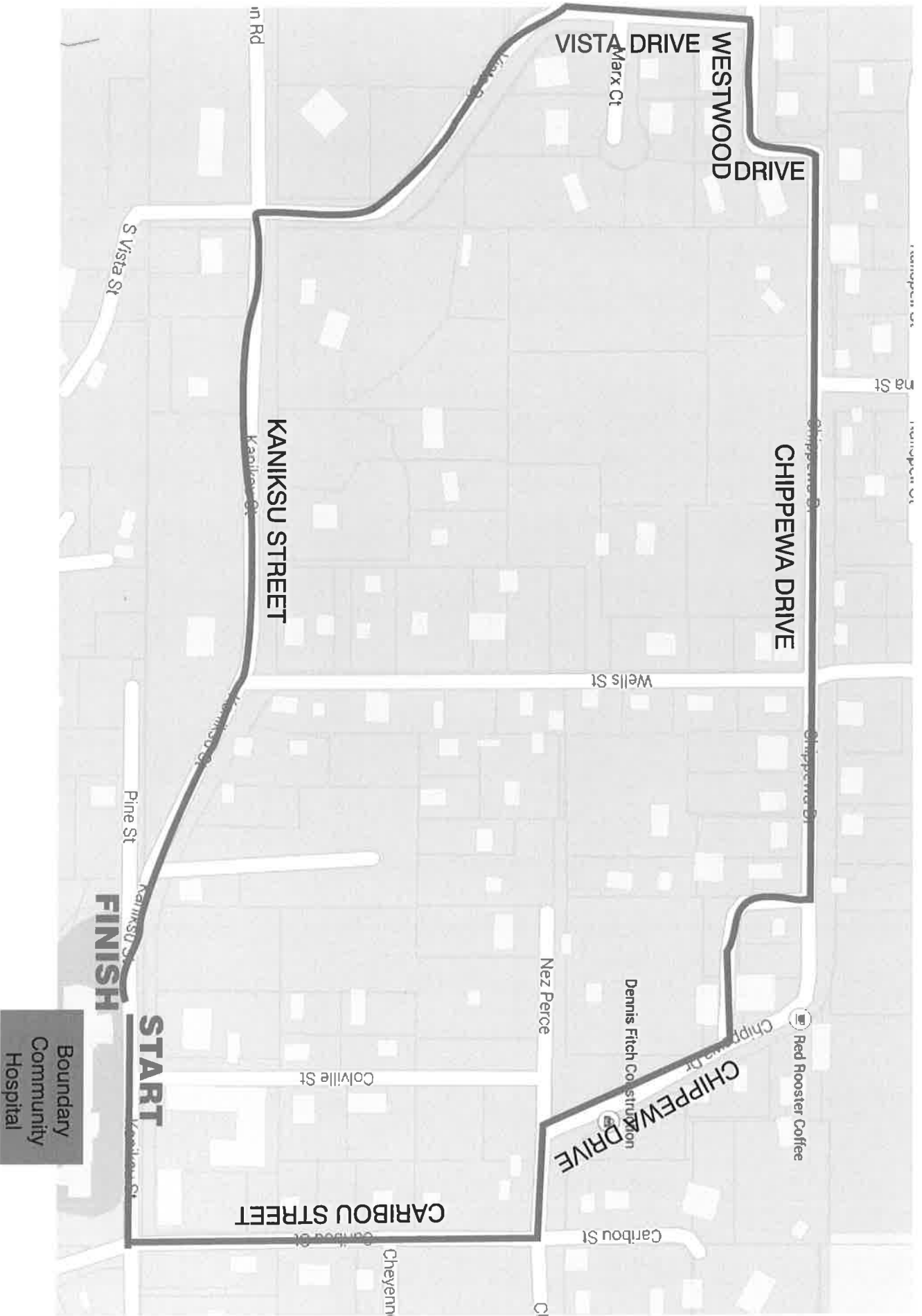
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Office Use:

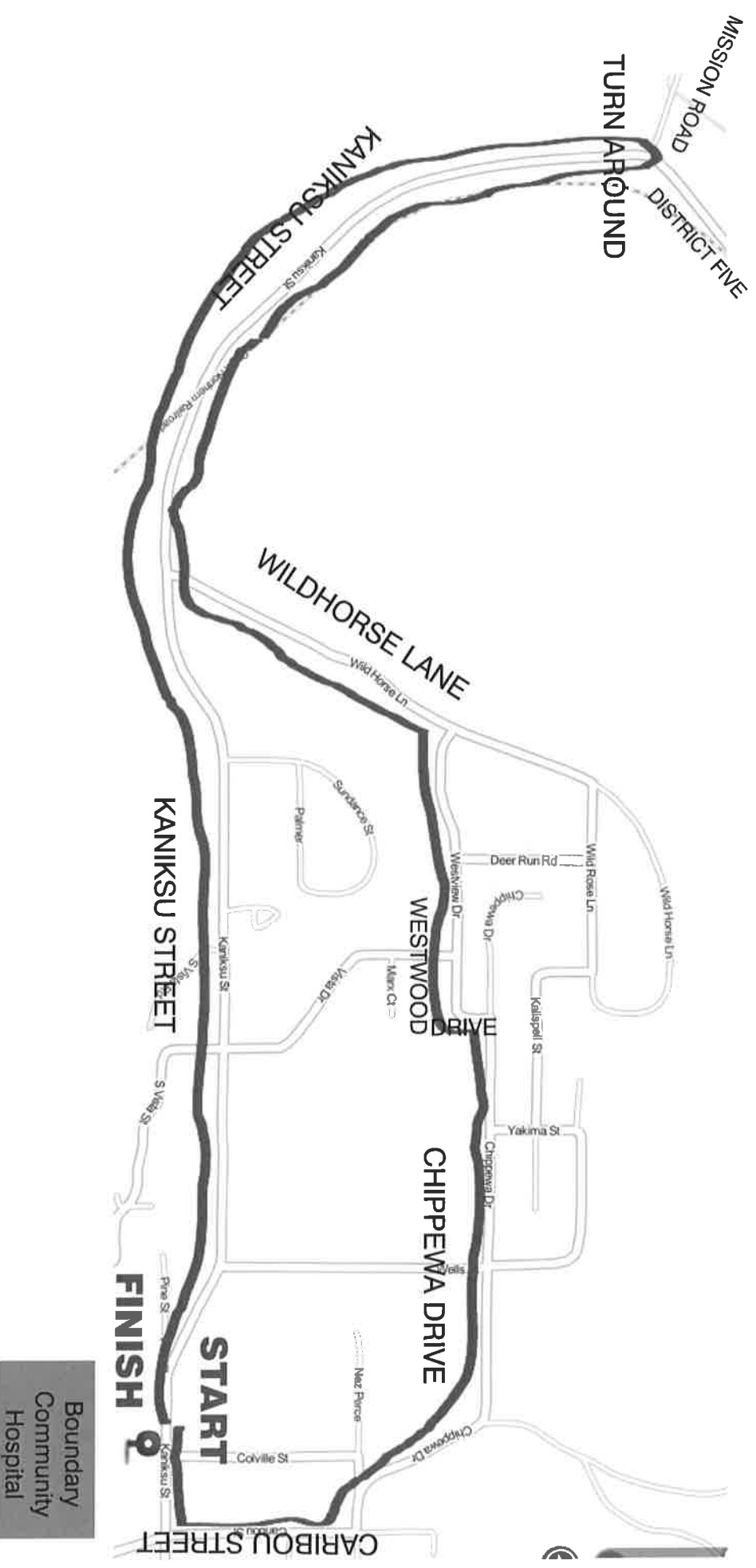
Fee Paid  \$135<sup>00</sup> Date 3-11-16 Receipt No. 65  
Approved By \_\_\_\_\_ Date \_\_\_\_\_



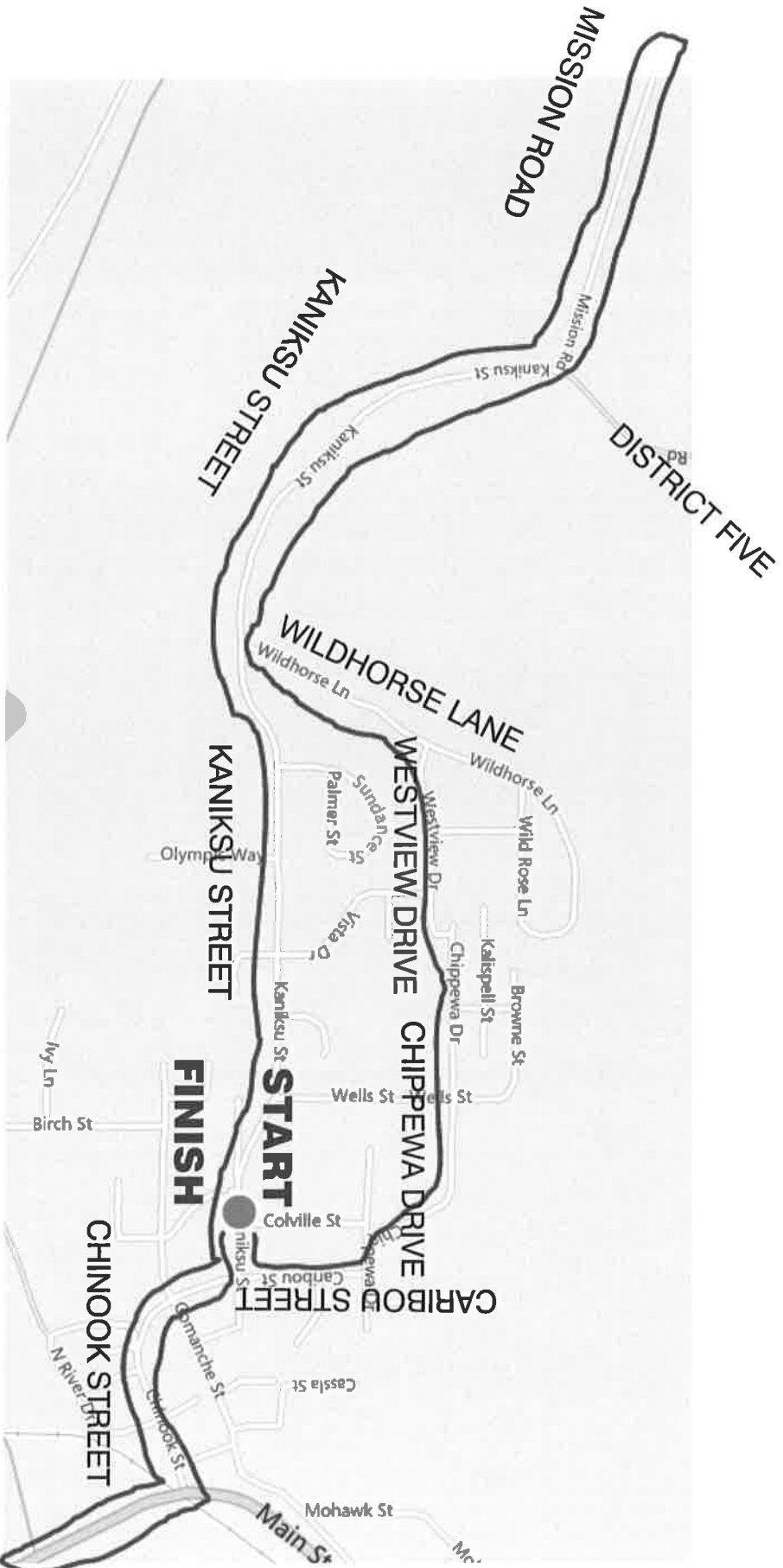
# Boundary Community Hospital Fun Run 3K



# Boundary Community Hospital Fun Run 5K



# Boundary Community Hospital Fun Run 10K



Boundary  
Community  
Hospital

2016-06

CITY OF BONNERS FERRY, IDAHO  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)

Date of Application 3-16-16  
License Issued to: \_\_\_\_\_  
Business Name: Bonnors Ferry Chamber of Commerce  
Mailing Address: P.O. Box X  
Physical Address: \_\_\_\_\_  
Phone Number: 208 304 9050  
Type of Event: Kootenai River Days  
Dates of Event: July 9th 2016  
Location of Event: 3 blocks of Main St. side of Rusty Moose  
Time of Event: 9am - 12 ~~pm~~ <sup>am</sup>

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant J VanEtten  
Printed Name Jennifer VanEtten  
Office/Title Chamber Vice President

RECEIVED  
MAY 13 2016  
CITY OF BONNERS FERRY

Office Use:  
Fee Paid  Date 3-16-16 Receipt No. 14  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

**Resolution No. 2016-04-01**  
**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF BONNERS  
FERRY, IDAHO, AUTHORIZING DESTRUCTION OF RECORDS**

WHEREAS, Idaho Code 50-907 requires the City Council to authorize destruction of records that are not required to be retained as permanent records and that have met the minimum retention period provided by the city's record retention schedule and are no longer required by law or for city business; and,

WHEREAS, the City Clerk has proposed for destruction certain records that have exceeded their minimum retention; and,

WHEREAS, approval for the destruction of the attached listed records has been obtained from the City Attorney and approval will be obtained from the Idaho Historical Society, as provided by Idaho Code 50-907.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Council of the City of Bonners Ferry, Idaho that the attached listed records shall be destroyed under the direction and supervision of the City Clerk following the thirty (30) day notification period to the Idaho Historical Society as provided in Idaho Code 50-907.

The administrative staff of the City is authorized to take all necessary steps to carry out the authorization provided by this Resolution.

PASSED BY THE CITY COUNCIL AND SIGNED BY THE MAYOR THIS 5<sup>th</sup> DAY OF APRIL, 2016.

---

David Sims, Mayor

Attest:

---

Kris Larson, City Clerk

Election ballots, ballot stubs, and absentee ballot requests 11/05/91, 11/02/93, 11/07/95, 11/04/97, 11/04/03, 11/08/05, 11/06/07, 11/03/09

Special election ballots, ballot stubs, and absentee ballot requests 5/24/05

Proposition 1 – Water Bonds for 30 years for City of Bonners Ferry Water System Improvements

Proposition 2 – Shall City of Bonners Ferry Assume Assets and Liabilities of North Water and Sewer District

Proposition 3 – Shall city of Bonners Ferry Assume Assets and Liability of South Hill Water and Sewer District

Special election ballots, ballot stubs, and absentee ballot requests from the South Hill Water and Sewer District election 5/24/05 – Shall the District be assumed by the City of Bonners Ferry

Duplicate poll books 11/02/93, 11/07/95, 11/04/97, 11/06/01

City Attorney applicant files 1996

Sales tax reports 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009

Idaho State Treasurer bank statements and reconciliations 10/01/93-9/30/94, 10/01/94-9/30/95, 10/01/95-9/30/96, 10/01/96-9/30/97, 10/01/97-9/30/98, 10/01/98-9/30/99, 10/01/99-9/30/01, 10/01/01-9/30/03, 10/01/03-9/30/04, 10/01/04-9/30/05, 10/01/05-9/30/06, 10/01/06-9/30/07, 10/01/07-9/30/08, 10/01/08-9/30/09, 10/01/09-9/30/10

DARE account bank statements and reconciliations 1999-9/30/11

Market Interest/Zions Sweep and Payroll Account bank statements and reconciliations 10/01/93-9/30/94, 10/01/94-9/30/95, 10/01/95-9/30/96, 10/01/96-9/30/97, 12/96-12/97, 10/01/98-9/30/99, 10/01/99-9/30/01, 10/01/01-9/30/02, 10/01/02-9/30/03

Zions Bank statements and reconciliations 08/97-05/98, 07/98-09/99, 10/99-12/00, 01/01-04/02, 05/02-03/03, 10/03-09/04, 10/04-09/05

Zions Bank and Mountain West Bank cancelled check copies 4/30/03-9/30/08

First Security Bank and First Interstate Bank statements 10/94-09/95

First Security Bank check register 6/11/98-2/26/99

First Interstate Bank deposit slip copies 2/12/87-10/20/87, 7/05/94-2/03/95

Mountain West Bank Cafeteria Plan Account bank statements and reconciliations 01/05-09/08

Mountain West Bank Operating Account bank statements and reconciliations 10/01/05-9/30/06, 10/01/06-9/30/07, 10/01/07-9/30/08, 10/01/08-9/30/09, 10/01/09-9/30/10

Public records requests and responses 01/2002-11/2012

Cash Reports and Treasurer's Cash Reports 12/15/98-5/16/00, 10/16/01-9/18/07

Records to Purge 04-05-16

Claims approval reports 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010

Budget worksheets 2008, 2009, 2010, 2011, 2012

Timesheets 1/04/02-9/17/04, 10/01/04-5/25/07, 6/08/07-9/26/08, 10/10/08-12/31/09

W-2s, W-3s, Idaho Wage and Tax Statements and Transmittals 957W 1998-2006

Employee Payroll Reports:

Police BFPOA 10/04-09/08

Cafeteria Plan 10/06-09/08, 10/08-09/09

Blue Cross 10/06-09/08, 10/08-09/09

Regence Blue Shield 11/04-10/05

Nationwide Retirement 10/06-09/08, 10/08-09/09

NCPERS 11/06-09/08, 10/08-09/09

Child Support 02/07-09/08, 10/08-09/09

State of Idaho Withholding electronic funds transfers 10/06-09/08, 10/08-09/09

Federal Withholding electronic funds transfers 10/06-09/08, 10/08-09/09

Panhandle Credit Union 10/06-09/08, 10/08-09/09

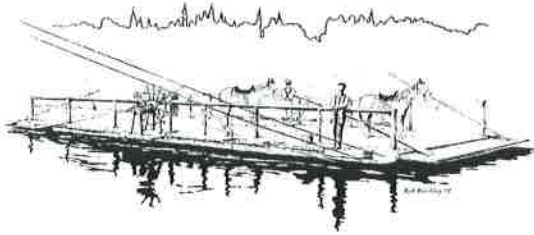
Standard Life Insurance 11/04-10/05

United Heritage Life Insurance 10/06-09/08, 10/08-09/09

PERSI electronic funds transfers 10/06-02/09, 10/08-09/09

CBF Employee fund 02/07-09/08, 10/08-09/09

Monthly payroll and accounting records and worksheets 10/00-04/01, 05/01-09/01, 10/01-04/02, 05/02-09/02, 10/02-03/03, 04/03-09/03, 10/03-03/04, 04/04-09/04, 10/04-03/05, 04/05-09/05, 10/05-12/05, 12/06-03/06, 04/06-06/06, 07/06-09/06, 10/06-03/07, 04/07-06/07, 07/07-09/07, 10/07-09/08, 10/08-09/09, 10/09-12/09, 01/10-03/10, 04/10-09/10



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

Date: April 5, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Knight Construction - Final Pay Application

Knight construction submitted their final invoice for the Moyie Substation Project. I recommend final payment of \$17,009.18. The project is complete and the substation is finally in service...

Thank you,

Mike



**Knight Construction & Supply, Inc.**

28308 N. Cedar Rd.  
Deer Park, Wa. 99006  
EI# 91-0882900

509-276-2229  
Fax: 276-6055

**INVOICE**

**SOLD TO:**  
CITY OF BONNERS FERRY  
7232 Main St.  
Box 149  
Bonners Ferry, ID 83805

INVOICE NUMBER 9204  
INVOICE DATE 3/23/2016  
OUR ORDER NUMBER 35010  
YOUR ORDER NUMBER M-2  
TERMS PER CONTRACT  
SALES REP  
SHIPPED VIA  
FOB

**SHIPPED TO:**  
MOYIE SUBSTATION  
MOYIE SPRINGS, BOUNDARY COUNTY, ID

		PERCENT		EARNED	TOTAL
	DESCRIPTION	COMPLETE	CONTRACT	THIS PERIOD	EARNED
	CONTRACT NO: M-2 MOYIE SUBSTATION IMPROVEMENTS PAY ESTIMATE NO. 5 FINAL				
10	Mobilization & Demobilization	100.0000%	37,890.00	15,156.00	37,890.00
20	Demolition	100.00000%	24,788.00	0.00	24,788.00
30	Excavation, Concrete, Oil/Water Separator	100.0000%	127,253.00	0.00	127,253.00
40	Trenching, Ground Grid, Underground Conduit	100.0000%	100,285.00	0.00	100,285.00
50	Fencing Install	100.0000%	18,842.00	0.00	18,842.00
60A	US Electric Mobe/Demo	100.0000%	29,234.00	0.00	29,234.00
60B	Electrical Equipment Procurement	100.0000%	213,636.00	0.00	213,636.00
60C	Electrical Equipment Installation	100.0000%	114,689.00	0.00	114,689.00
70	Steel Erection and Lighting Poles	100.0000%	108,500.00	0.00	108,500.00
80	Commissioning & Demobe (US Electric)	100.0000%	29,234.00	0.00	29,234.00
CO1	Fence Change and HiPot Testing	100.0000%	3,719.00	0.00	3,719.00
CO2	Additional Insulators and Supports	100.0000%	4,702.00	0.00	4,702.00
CO3	Extra Breaker Slab and CBF hardware install	100.0000%	1,761.00	1,761.00	1,761.00
	<b>TOTALS</b>		<b>814,533.00</b>	<b>16,917.00</b>	<b>814,533.00</b>
	LESS AMOUNT PREVIOUSLY BILLED			0.00	797,616.00
			<b>SUBTOTAL</b>		<b>16,917.00</b>
			Bid Item C TAX	See Sheet Attached	<b>92.18</b>
			<b>TOTAL</b>		<b>17,009.18</b>

Questions concerning this invoice?  
Call: 509-276-2229

**MAKE CHECKS PAYABLE TO:**  
Knight Construction & Supply, Inc.

**PAY THIS  
AMOUNT**

Cost No Tax Paid	Cost Tax Paid at Source		Item Description	Vendor
	Price	Tax		
\$380.43			Drain Line and Couplings	Ferguson
\$396.97			Concrete Job Materials	Macon
\$44.75			Concrete Trowel	Macon
\$162.40			Tie Wire and Stakes	Macon
\$828.58			Sonotube	Macon
\$242.15			Sonotube	Macon
	\$994.00	\$59.64	Concrete	BF Redi Mix
	\$994.00	\$59.64	Concrete	BF Redi Mix
	\$1,121.25	\$67.28	Concrete	BF Redi Mix
\$175.80			Marker Stakes	Gemplers
\$1,800.25			Aluminum Angle	CDA Metals
	\$832.49	\$49.95	Hilti Adhesive	Hilti
	\$222.19	\$13.33	Hydrotite	White Cap
\$358.19			Hydrotite and Sealant	White Cap
\$335.46			Form Materials	Stock Bldg Supply
\$1,225.00			Rebar	Western Rebar
\$11,881.00			Oil Water Separator	Wilbert Precast
	\$157.08	\$9.42	Spears	HD Fowler
	\$555.50	\$33.33	Culvert and Coupling	KG&T Septic
\$1,001.00			PVC Pipe and Supplies	HD Fowler
\$4,833.40			Cable Trench	Trenwa, Inc
	\$3,474.00	\$208.44	Wooden Poles	McFarland Cascade
	\$223.37	\$13.40	Supplies	Pro X Home
	\$299.28	\$17.96	Supplies	Badger
	\$127.18	\$7.63	Supplies	Napa
\$23,665.38	\$9,000.34	\$540.02	Totals	

\$1,419.92 \$540.02 Tax Total to Contract \$1,959.94 Thru 8/25/15

Tax Due to Idaho Tax Commission work thru 8/25/15

Cost No Tax Paid	Cost Tax Paid at Source		Item Description	Vendor
	Price	Tax		
\$175,685.07			US Electric Materials	Assorted
\$45,266.00			Steel Fabrications	NW steel fab
\$2,130.00			Grating and parts	NW steel fab
	\$1,065.00	\$63.90	Concrete	BF Redi Mix
	\$994.00	\$59.64	Concrete	BF Redi Mix
	\$1,134.00	\$68.04	Sand and gravel	BF Redi Mix
	\$3,520.00	\$211.20	Gravel	BF Redi Mix
\$304.57			Aluminum Flat	CDA Metals
	\$75.52	\$4.53	Job Materials	Pro X Home
	\$66.08	\$3.97	Job Materials	Badger Building
	\$98.42	\$5.91	Job Tools	Napa
\$223,385.64	\$6,953.02	\$417.19	Totals	

\$13,403.14 \$417.18 Tax Total to Contract \$13,820.32 8/25/15 to 9/30/15

Tax Due to Idaho Tax Commission work 8/25/15 to 9/30/15

Cost No Tax Paid	Cost Tax Paid at Source		Item Description	Vendor
	Price	Tax		
	\$253.75	\$15.23	Gravel	BF Redi Mix
\$13,316.74			US Electric Materials	Assorted
\$13,316.74	\$253.75	\$15.23	Totals	

\$799.00 \$15.23 Tax Total to Contract \$814.23 9/30/15 to 10/28/15

Tax Due to Idaho Tax Commission work 9/30/15 to 10/28/15

Cost No Tax Paid	Cost Tax Paid at Source		Item Description	Vendor
	Price	Tax		
\$459.50			Grout	Macon Supply
	\$310.36	\$18.62	Concrete	BF Redi Mix
	\$390.86	\$23.45	Supplies	Badger
	\$43.98	\$2.64	Supplies	Ranch & Home
	\$70.97	\$4.26	Supplies	Hayden Ace
	\$260.71	\$15.64	Supplies	Pro X Home
\$459.50	\$1,076.88	\$64.61	Totals	

\$27.57 \$64.61 Tax Total to Contract \$92.18 10/29/15 to end of prc

Tax Due to Idaho Tax Commission work 10/29/15 to end of project

total tax due to contract through end of project \$16,686.67  
 Credit for incorrect tax on invoice 1 -\$10,104.74  
 Previous Tax Paid through 10-28-15 \$6,489.75  
 Tax amount due \$92.18



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: April 5, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Electric Department - Pascor Switch Purchase

The City has been looking at ways to improve our transmission system by adding switches in key locations within our system. There would be great value in adding this switch at our Katka tap on the BPA system. This will allow us to complete maintenance work without lengthy shutdowns between the Katka tap and the Moyie Substation. I am requesting authorization to purchase the switch for \$9,495, so that we can install it sometime this summer.

Thank you,

Mike

## Electric Guys

---

**From:** Lori D'Agostino [lorid@generalpacific.com]  
**Sent:** Tuesday, March 15, 2016 9:36 AM  
**To:** Electric Guys  
**Cc:** Brent Hill; Rick Hall; Chris Foley  
**Subject:** Quote for Pascor Switch

Hi Kevin,

Here is a quote for the Pascor Switch the Brent was working with you on.

1/ea CBPA 115/1200, Three pole, single throw, group operated, center-break discount switch design with aluminum live parts and a square tube galvanized steel base construction offering added strength and rigidity.

Rated:

115kV (123kV Maximum)  
550kV BIL  
1200A Continuous  
6akA Momentary

To Include:

Swing handle operator  
Stainless steel arcing horns  
TR-286 Insulators, 550kV BIL, NGK-Locke Brand, shipped assembled and fully adjusted on switches

Shipment: 12-14 weeks after receipt of order and complete switch support structure/mounting details.

Price: \$9495.00/ea 11-13 wks.

*Lori D'Agostino*

Sales  
General Pacific, Inc.  
22414 NE Townsend Way  
Fairview, OR 97024  
503-907-2855  
lorid@generalpacific.com

**SERVICES CONTRACT**  
Between  
**CITY OF BONNERS FERRY**  
And  
**BONNERS FERRY URBAN RENEWAL AGENCY**

THIS AGREEMENT, made between the CITY OF BONNERS FERRY, a municipal corporation organized pursuant to the laws of the state of Idaho, herein after referred to as "CITY", and the BONNERS FERRY URBAN RENEWAL AGENCY, an urban renewal agency organized pursuant to the laws of the state of Idaho, whose principal place of business is in Bonners Ferry, Idaho, herein referred to as "BFURA".

WITNESSETH:

WHEREAS, BFURA seeks to have reasonable access to its files, but does not want to expend funds for a facility to meet these needs.

NOW THEREFORE, the CITY and BFURA agree as follows:

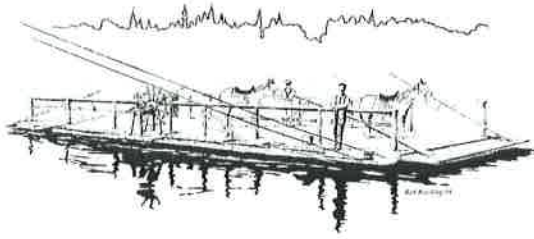
1. This Contract shall be effective from September 30, 2015 to September 30, 2016, and shall automatically renew annually unless either party gives 60 days notice prior to September 30 to terminate or modify it.
2. CITY agrees to provide records organization and safe storage/depository services to BFURA.
3. BFURA will supply originals or copies of all its' current files to the CITY, by way of the City Clerk or other designated staff person. New documents will be delivered to CITY staff as received.
4. CITY will organize files in a workmanlike manner, store them in a safe location, and supply such records as the agency might need to retrieve at the request of BFURA's administrator, attorney or board members.
5. BFURA will pay to CITY the sum of \$500.00 per year for such services.
6. CITY assumes no liability under this contract.
7. The parties agree that an employment relationship is not created by this agreement.
8. This agreement may not be assigned.
9. This agreement constitutes the entire agreement between the parties.

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

\_\_\_\_\_  
BFURA CHAIRMAN

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

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



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

Date: April 5, 2016  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Electric Department - EWEB Agreement

At the last Council meeting I recommended signing an agreement so that the sale of the Smith Creek Hydro could take place. However, BPA had some comments that required revisions to the document as shown in the attachment. With the City Attorney's concurrence, I recommend signing the Temporary and Emergency Operations Agreement, which requires your consent through execution of the attached document.

Thank you,

Handwritten signature of Mike Klaus in blue ink.

Mike

**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 make reasonable efforts to execute and deliver such further documents and instruments, and to make reasonable efforts 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) To the extent relevant and applicable, 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

**Comment [BPA\_USER1]:** In recognition that certain of these representations and warranties are not appropriate for BPA as part of the federal government.

**Comment [BPA\_USER2]:** The person executing this on behalf of BPA would not have the authority to make such an unqualified representation.

Assignee as of the Execution Date and again as of the Effective Time that, to the best of such Consenting Party's knowledge:

(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) ~~No Party to the Assigned Agreement~~~~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~~ ~~nor has any P~~party to the Assigned Agreement has provided written notice that any other Pparty thereto is in breach of or in default under the Assigned Agreement that has not been fully resolved by the Pparties; and

(iv) ~~To the best of such Consenting Party's knowledge, n~~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, to the best of Assignor's knowledge:

(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, No Party to the Assigned Agreement is,~~ in breach of or in default under the Assigned Agreement, ~~and~~ ~~nor has any P~~party to the Assigned Agreement has provided written notice that any other Pparty thereto is in breach of or in default under the Assigned Agreement that has not been fully resolved by the Pparties; and

(iv) ~~To the best of Assignor's knowledge, n~~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

*WSGR-BPA Draft 3.8.29.2016*

PO Box 10148  
Eugene, OR 97440  
Telephone: (541) 685-7406  
Email: 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

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

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

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.~~ This Assignment Agreement constitutes the entire agreement between the Parties. It supersedes all previous communications, representations, or contracts, either written or oral, which purport to describe or embody the subject matter of this Assignment Agreement; 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. Governing Law.** ~~This Assignment Agreement shall be interpreted, construed, and enforced in accordance with Federal law. To the degree that no Federal law applies, the Assignment Agreement will be governed by and construed in accordance with the laws of the state of Oregon without regard to such state's conflicts of law rules.~~

~~**No Waiver.** The execution of this Assignment Agreement and the consummation of the transaction contemplated in this Assignment Agreement are not, and shall not be deemed to constitute, a waiver, forbearance, or cure of any default arising prior or subsequent to the~~

Execution Date of this Assignment Agreement.

**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, Execution Date.

**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:**

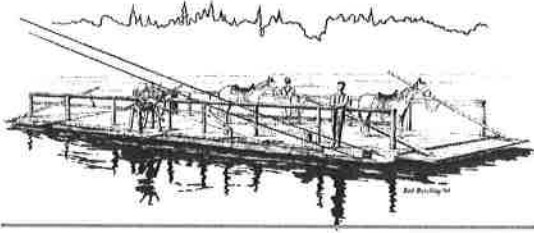
**NORTHERN LIGHTS, INC.**

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

*WSGR-BPA Draft 3.8.29.2016*

**EXHIBIT 1**

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



## 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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# Memo

**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 4/1/2016  
**Re:** Lifeguards

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The starting wage for lifeguards is \$7.82 per hour and if they have their water instructor certification they receive an additional \$.50 per hour. I have attached the schedule for wages for the lifeguards for your review. Depending on their level of certification the wages increase.

The City has been contacted by an individual who is a lifeguard instructor and she has offered to put on a certification class in Bonners Ferry for the lifeguards at a cost of approximately \$180. This is very reasonable, and we are happy that the training will be done in Bonners Ferry making it easier for local individuals to get certified.

There was discussion at the department head meeting of possibly increasing the starting wage for lifeguards from \$7.82 per hour to \$8.00 per hour. Another discussion was to reimburse them for certification costs at the end of the pool season. This has not been done in the past.

If you have any questions please call me at 267-0351.

Thanks,

Kris



Proficient with front end-loaders  
 Basic backhoe operator  
 Proficient with small tractors  
 Basic grader operator

Operator 3 - 14,000 hours street department experience and department head recommendation  
 Proficient with all equipment  
 Proficient with mechanic skills on street and parks equipment  
 Requires minimal supervision to complete normal street and parks work

Operator 4 - 20,000 hours street department experience and department head recommendation  
 Able to supervise a crew  
 Able to set up jobs, estimate cost, create material list, and order materials  
 Can use a transit/level proficiently for leveling, elevations, and grading  
 Can deal with the public professionally and with confidence

The proposal would also be to add one additional water certification as follows:

Primary Water Plant operator of Record – This is the individual, currently Doug Ladely, will be increase by \$3.50 per hour.

**Fire, Police, and Janitors, & EDC**

Across the board 5% increase

**Pool**

Increase the entry level pay by 5%. Which will result in the following:

Lifeguard Scale	\$	<del>7.67</del>	7.82	
Water Safety Instructor (WSI)	\$	0.50		
Lifeguard Instructor Certification (LGI)	\$	0.50		
Lifeguard Superintendent adjustment		120%		of standard scale
Lifeguard with WSI	\$	<del>8.17</del>	8.32	8.50
Lifeguard with WSI and LGI	\$	<del>8.67</del>	8.82	9.00
Superintendent with WSI	\$	<del>9.80</del>	9.98	10.20
Superintendent with WSI and LGI	\$	<del>10.40</del>	10.68	10.80

*This reflects the 2% COLA from Oct., 2015*

Proposed  
8.00

## **FAIR HOUSING MONTH PROCLAMATION**

*WHEREAS, April 2016 marks the 48th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and*

*WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and*

*WHEREAS, equal opportunity for all-regardless of race, color, religion, sex, disability, familial status or national origin-is a fundamental goal of our nation, state and city; and*

*WHEREAS, equal access to housing is an important component of this goal-as fundamental as the right to equal education and employment; and*

*WHEREAS, housing is a critical component of family and community health and stability and*

*WHEREAS, housing choice impacts our children's access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and*

*WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and*

*WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and*

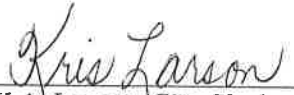
*WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed;*


*NOW, THEREFORE, I, David Sims, Mayor of the City of Bonners Ferry, do hereby proclaim April 2016 to be*

### **FAIR HOUSING MONTH**

*In the City of Bonners Ferry, Boundary County, State of Idaho.*

*IN WITNESS WHEREOF, I have hereunto set my hand at City Hall, in Bonners Ferry on this 1st day of March in the year of our Lord 2016.*

  
Kris Larson, City Clerk

  
David Sims, Mayor



# Memo

**To:** Mayor and Planning & Zoning Commissioners, City of Bonners Ferry  
**From:** Elaine Clegg & Deanna Smith, Idaho Smart Growth  
**CC:** Michael Klaus - City Administrator, Lisa Ailport- City Planner  
**Date:** 3/16/2016  
**Re:** Comprehensive Plan update, City of Bonners Ferry

## Board of Directors:

**Kate Eldridge**  
President  
**Sherry McKibben**  
Vice President  
**Michelle Groenevelt**  
Secretary  
**Stacey Alexander**  
Treasurer  
**Gary Allen**  
  
**Laurie Barrera**  
  
**Matt Blandford**  
  
**Bill Clark**  
  
**Hethe Clark**  
  
**Doug Fowler**  
  
**Sharon Grant**  
  
**Rob Hopper**  
  
**Wyatt Johnson**  
  
**Steve Lockwood**

## Staff:

**Scot Oliver**  
Executive Director  
**Elaine Clegg**  
Program Coordinator  
**Deanna Smith**  
Program Coordinator  
**Kate Rodriguez**  
Administrator

910 Main Street, Ste. 314  
Boise, Idaho 83702

P: (208) 333.8066

[www.idahosmartgrowth.org](http://www.idahosmartgrowth.org)

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## Mayor and P&Z Commissioners,

*6:00 p.m.*

Idaho Smart Growth has been working over the last month to review the existing plans for Bonners Ferry including;

- Strategic Plan for Boundary County/Bonners Ferry by Tom Hudson Co.
- City of Bonners Ferry 2006 Comprehensive Plan Update
- The Boundary County Community Review by the Idaho Rural Partnership
- City of Bonners Ferry Transportation Plan by David Evans and Associates
- Bonners Ferry US 95 South Hill report by New Mobility West

We have completed the planning review and created a compare and contrast list of goals and policies from the multiple plans. The next step is to determine the commonalities and the outliers among the goals and policies. At that point we would like to review this list with all of you. We suggest the date for that would be your next regularly scheduled meeting on April 21, 2016.

During that review we will be asking which of the goals have been completed, and your thoughts on the others. We will present a draft schedule for the rest of the project and will have a short presentation on various planning tools and best practices followed by a Q&A and discussion of next steps.

We look forward to seeing you on April 21<sup>st</sup>.

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

REPORT FOR THE MONTH OF: *February, 2016*

ENERGY SALES		DOLLARS		KWH SOLD		# of Cust. This Month
		This Month	Year to Date	This Month	Year to Date	
1	Residential & Farm	\$178,074	\$846,545	2,524,496	12,137,045	1,981
2	Residential Seasonal					
3	Commercial - small (50 KVA or less)	\$52,382	\$236,181	790,141	3,505,987	458
4	Commercial - large (over 50 KVA)	\$84,944	\$431,927	1,400,495	7,026,459	178
5	Industrial	\$104,881	\$425,438	2,074,057	8,085,448	12
6	Irrigation and/or drainage pumping	\$2,423	\$12,121	29,693	149,833	7
7	Public Street Lighting	\$2,438	\$12,190			3
8	Interdepartmental	\$4,992	\$22,108	72,662	312,806	27
9	Self Consumed	\$243	\$1,188	3,134	14,662	3
10						
11						
12	Total (1 thru 11)	\$430,377	\$1,987,698	6,894,678	31,232,240	2,669
<b>INCOME STATEMENT</b>						
<b>OTHER REVENUES</b>						
13	Pole Use		\$1,750		\$431,302	\$1,999,231
14	Connects	\$800	\$3,295			
15	Conservation					
16	Misc. Electric Revenue	\$125	\$6,488		\$346,360	\$1,394,261
17	Total Misc. Revenue (13 thru 15)	\$925	\$11,533		\$40,235	\$201,175
18	Total Operating Revenue (12 + 16)	\$431,302	\$1,999,231		\$21,565	\$99,961
<b>OPERATING EXPENSES</b>						
19	Generation	\$17,049	\$85,113		\$2,167	\$12,467
20	Power Purchases - BPA	\$228,995	\$824,466		\$410,327	\$1,707,864
21	Power Purchases - Other					
22	Maintenance - General Property	\$7,863	\$26,896			
23	Conservation	\$938	\$5,524		\$2,187	\$14,892
24	Customer's Svc & Record	\$4,690	\$19,684		\$23,162	\$306,259
25	Total Ops & Treatment Expense					
26	Administrative and General	\$59,337	\$255,412		\$21,216	\$21,216
27	Transmission	\$3,916	\$9,695		\$2,603	\$13,015
28	Distribution	\$18,969	\$152,202			
29	Rolling Equipment	\$4,603	\$15,269			
30	Total Operating Expenses(19 thru 29)	\$346,360	\$1,394,261		\$23,819	\$34,231
<b>Net Income (13 minus 19)</b>						
<b>(\$657)</b>						
<b>\$272,028</b>						

**CITY OF BONNERS FERRY WATER FUND**

**MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *February, 2016*

	SALES	DOLLARS		Cubic Feet Sold		# of Cust. This Month
		This Month	Year to Date	This Month	Year to Date	
1	<i>Residential</i>	\$50,584	\$249,103	520,999	3,287,904	1,078
2	<i>Commercial - small</i>	\$18,660	\$95,831	225,663	1,553,118	214
3	<i>Commercial - large</i>	\$10,608	\$59,275	182,569	1,237,269	78
4	<i>Interdepartmental</i>	\$325	\$1,749	3,207	22,137	6
5	<i>Wholesale</i>					
6	<i>Industrial</i>	\$341	\$1,646			2
7	<i>Pumping &amp; Drainage</i>	\$76	\$369			1
8	<b>Total (1 thru 7)</b>	<b>\$80,594</b>	<b>\$407,973</b>	<b>932,438</b>	<b>6,100,428</b>	<b>1,379</b>
<b>INCOME STATEMENT</b>						
<b>OTHER REVENUES</b>						
9	<i>Bulk Water Sales</i>		\$0			
10	<i>Coin Op Sales</i>		\$375		\$80,654	\$411,607
11	<i>Misc. Water Revenue</i>					
13	<i>Connect Fees</i>	\$60	\$3,259		\$24,042	\$218,706
14	<i>Grant Revenue</i>					
15	<b>Total Misc. Revenue (9 thru 14)</b>	<b>\$60</b>	<b>\$3,634</b>			
16	<b>Total Operating Revenue (8 + 15)</b>	<b>\$80,654</b>	<b>\$411,607</b>		\$28,670	\$143,350
<b>OPERATING EXPENSES</b>						
17	<i>Source of Supply</i>	\$588	\$1,752		\$4,033	\$20,580
18	<i>Pumping</i>	\$1,052	(\$1,620)		\$56,745	\$382,636
19	<i>Treatment</i>	\$7,954	\$63,941		\$23,909	\$28,971
20	<i>Transmission</i>	\$151	\$823			\$572
21	<i>Distribution</i>	\$2,160	\$26,871			\$226
22	<i>Line Operation/Maintenance</i>	\$1,448	\$10,467		\$129	\$798
23	<i>Meter Maintenance/Reading</i>	(\$18,430)	\$3,954		\$24,038	\$29,769
24	<i>Structure Maintenance</i>	\$684	\$4,415			
25	<i>Customer Service</i>					
26	<i>Customer Accounting</i>	\$1,611	\$6,669			\$788
27	<i>Rolling Equipment</i>	\$758	\$10,592			
28	<i>General &amp; Administrative</i>	\$26,066	\$88,024			
29	<i>Conservation</i>					
30	<i>General Property Maintenance</i>		\$2,818			
31	<b>Total Operating Expenses(17 thru 28)</b>	<b>\$24,042</b>	<b>\$218,706</b>		<b>\$0</b>	<b>\$788</b>
	<b>18. Net Income (13 minus 17)</b>				<b>\$24,038</b>	<b>\$28,981</b>

**CITY OF BONNERS FERRY SEWER FUND**

**MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *February, 2016*

	SALES	DOLLARS		Cubic Feet Sold		# of Cust.
		This Month	Year to Date	This Month	Year to Date	
1	Residential	\$27,821	\$129,405			998
2	Commercial - small	\$16,447	\$74,304			201
3	Commercial - large	\$9,100	\$41,448			66
4	Interdepartmental	\$26	\$116			1
5	Wholesale					
6	Industrial	\$51	\$232			2
7	Pumping & Drainage					
8						
9	Total (1 thru 7)	\$53,445	\$245,505	0	0	1,268
<b>INCOME STATEMENT</b>						
<b>OTHER REVENUES</b>						
10	Junk or Salvage Sold				This Month	Year to Date
11	Flusher Truck Rental				\$53,445	\$246,399
12	Misc. Sewer Revenue					
13	Connect Fees		\$894		\$5,268	\$110,663
14	Grant Revenue					
15	Total Misc. Revenue (10 thru 14)	\$0	\$894		\$5,700	\$28,500
16	Total Operating Revenue (9 + 15)	\$53,445	\$246,399			
<b>OPERATING EXPENSES</b>						
17	Pumping & Lift	\$2,359	\$9,656			
18	Treatment	\$4,901	\$36,026		\$13,640	\$151,483
19	Dredging	(\$14,258)	\$7,925		\$39,805	\$94,916
20	Transmission		\$110		\$242	\$1,126
21	Distribution	\$260	\$6,818			\$20
22	Collection	\$0	\$0		\$242	\$1,146
23	Operation Lines	\$272	\$4,039		\$40,047	\$96,062
24	Maintenance of Lines	\$138	\$630			
25	Structure Maintenance	\$164	\$194			
26	Customer Service					
27	Customer Accounting	\$119	\$528			
28	Rolling Equipment	\$1,107	\$6,157			
29	General & Administrative	\$10,206	\$37,661			
30	General Property Maintenance		\$919		\$0	\$0
31	Total Operating Expenses(17 thru 30)	\$5,268	\$110,663		\$40,047	\$96,062

## **BONNERS FERRY URBAN RENEWAL DISTRICT 2015 ANNUAL REPORT TO THE CITY OF BONNERS FERRY**

The Bonners Ferry Urban Renewal Agency is pleased to present management's analysis of the Agency's financial condition and activities for the year. Please note this analysis includes data with fiscal year end activities (at September 30), to more closely reflect the annual audit report.

### **FINANCIAL HIGHLIGHTS**

Property tax increment in the urban renewal district (URD) exceeded \$103,000 during the fiscal year ending September 30, 2015, well in excess of the budgeted amount of \$85,000. The prior year's tax increment was \$93,000. This was due to an increase in the tax assessment on the Super One Store, which opened in July of 2012, employing over 80 people, and additional personal property taxes on equipment in the URD. Key financial highlights follow:

- The District's General Fund, which pays for most District administration costs including audit, accounting and legal expenses, ended the calendar year with a cash balance of nearly \$41,000. The primary source of income to this fund is property tax, which as noted above grew to \$103,000. The cash was somewhat lower than the same period in the prior year because of a request by the City for the funding of road improvements in the amount of \$12,675.
- The URA sold bonds in the amount of \$740,000 in March 2014, which reimbursed developers costs associated with the Super One Store. Covenants for the Bond required a Bond Payment Reserve (BPR), which is now fully funded at \$53,000. The Debt Service Reserve (DSR) grew to \$68,629. By its covenants with American West Bank, 75% of future tax increment are deposited into the DSR for servicing the bonds, and 25% to the General Fund, the latter of which may be used at the discretion of the Agency Board for future projects in the URD.
- The sale of the bonds resulted in a negative fund balance at September 30, 2015 due to the funds going for assets held by other governments, such as road improvements for ITD and street, water and sewer improvements to the City of Bonners Ferry. This is typical for all URAs who issue debt on behalf of other local governments.

### **OVERVIEW OF ANNUAL FINANCIAL STATEMENTS**

In order to better inform the City and their constituents, the Bonners Ferry Urban Renewal Agency compares its activities with the prior year. Following are the comparative financial statements at the fiscal and calendar years ending in 2014 and 2015:

## PROFIT AND LOSS AT SEPTEMBER 30, 2015

<u>Income:</u>	<u>2014</u>	<u>2015</u>
Property Tax Income	\$92,968	\$103,058
Proceeds From Long Term Debt	740,000	
Interest Earnings	126	251
<b>Total Income</b>	<b>\$833,094</b>	<b>\$103,309</b>
<u>Expenditures:</u>		
Legal Notices and Bank Fees	\$308	\$199
Developer/City Reimbursements	637,990	12,675
Professional/Debt Issuance Fees	34,048	1,642
Consulting/Administrative Fees	8,800	3,600
Interest Expense	13,952	30,492
Audit		4,412
Rent/Storage to the City		1,000
<b>Total Expenditures</b>	<b>\$695,098</b>	<b>\$54,022</b>
<b>Net Income</b>	<b>\$137,996</b>	<b>\$49,287</b>

## BALANCE SHEET AT DECEMBER 31, 2015

<u>Assets:</u>	<u>2014</u>	<u>2015</u>
Unrestricted Cash	\$49,900	\$40,874
Debt Service Reserve	58,052	68,629
Bond Payment Fund Reserve	53,000	53,089
Total Cash	\$160,952	\$162,592
Deferred Tax Revenue		112
<b>Total Assets</b>	<b>\$160,952</b>	<b>\$162,704</b>
<u>Liabilities:</u>		
Current Liabilities:		
Interest Payable/Deferred Tax		\$12,176
Accounts Payable	\$7,955	1,251
Total Current Liabilities	\$7,955	\$ 13,427
Bond Payable – Banner Bank	\$740,000	\$701,874
Fund Balance and Unapplied Revenues	(587,003)	(552,597)
<b>Total Liabilities</b>	<b>\$160,952</b>	<b>\$162,704</b>

The main source of income to the District is property tax income received from the Bonner County Assessor, based on the increase in taxes on all property in the URD since January 1, 2012.



Delinquent taxes are collected by Bonner County for collection. Any taxes that are more than three years delinquent are collected by the County during a tax deed sale, and then remitted to the URA.

## **SUMMARY OF ORGANIZATION AND OPERATIONS**

Significant operational data follows:

- The District is an agency of the City of Bonners Ferry, operating under the laws of the State of Idaho. Five board members are appointed by the Mayor and confirmed by the City Council. The District operates using a General Fund, a Bond Reserve Fund and a Debt Service Fund.
- The District's administration is contracted to the Panhandle Area Council, an economic development agency serving the five northern counties of Idaho. PAC is also the Trustee for the Bonds and ensures that funds are available for debt service and funding reserves in support of the bonds.

## **CAPITAL ASSET AND DEBT ADMINISTRATION:**

- The Agency does not typically acquire capital assets but rather as an agency of the City of Bonners Ferry helps to pay for public infrastructure for the City and other local or state governments.
- The Agency issued bonds in the amount of \$740,000 in FY 2013-14, to reimburse developers for assets paid for during the construction of the Super One Store, a project that created over 80 new jobs. The Bonds are held by Banner Bank and administered by PAC as bond trustees.
- The bonds have a twenty-year amortization at \$53,000 (paid semi-annually on February 19 and August 19) with a balance due in 2020. The bonds are 3.75% for the first three years and 5% for the remaining three years. When the annual payment will increase to \$58,000.
- PAC is working with several financial institutions, including Banner Bank, to secure financing via a bond sale or restructure of the current debt. This will ensure a fixed interest rate for up to 15 years. The estimated rate of interest will be about 2.85%, but will be confirmed when final quotes are received.

## **ECONOMIC FACTORS AND BUDGET ISSUES FOR 2016**

- Growth in tax increment is expected in the next fiscal year, as we've noted with new development expected in the URD.

- The Agency has a pending Master Owner Participation Agreement in the works with a developer, which would help to reimburse off site costs incurred during the development. The company should create over 30 new jobs when it opens, bringing new job growth in the Urban Renewal District to nearly 150 since the Agency's inception in June 2012.
- Debt service on the Bonds is easily covered by the receipt of the current tax increment, which is expected to exceed \$110,000 in 2016. This is more than sufficient to cover the annual debt service of \$53,000 and the operating costs of the Agency.
- The economic outlook for the Bonners Ferry Urban Renewal District remains very strong, and should continue into the future. This is because of the strong partnership between the City of Bonners Ferry and their Agency, under the leadership of its Chairman, David Sims and the sound direction of his Board of Directors, Dave Walter, Cal Russell, Merle Ansley and Eric Anderson.

Respectfully submitted,

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