

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
February 20, 2013
7:00 p.m. Regular Meeting**

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. Approve February 5, 2013 Council Meeting Minutes

OLD BUSINESS

5. Street – Approve No Parking Signs on Riverside Street (attachment)

NEW BUSINESS

6. City – First Reading of Compression Brake Ordinance (attachment)
7. City – Authorize Mayor to Sign Farmers Market Contract for 2013 (attachment)
8. Electric – Approval to Purchase Two ABB Reclosers (attachment)
9. City – Approve Billing Policy Changes (attachment)
10. City – Authorize Mayor to Sign Independent Contractor Agreements for APEX Construction Services, LLC; Dennis Fitch Construction; KG&T Septic Service; Mastre Backhoe Service; Mike Kelly Excavating; and Wink, Inc. (attachment)

11. Electric – Authorize Mayor to Sign Contract with Tetra Tech Engineering for the Moyie Project Inundation Study (attachment)

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

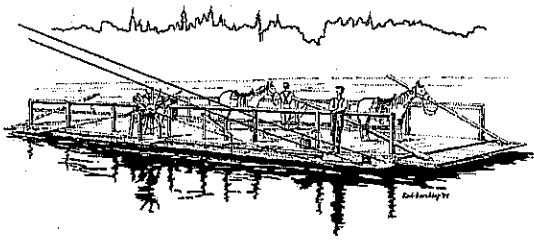
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) 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) 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.
- (g) 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.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

12. City – Fee Increase Hearing Notice for March 5, 2013 (attachment)
13. City – Fiscal Year 2011 Single Audit (attachment)
14. City – Proposed House Bill 94 – Local Improvement Districts (attachment)
15. City – Proposed Legislation for Personal Property Exemption (attachment)
16. City – ICRMP Training on Idaho's Land Use Procedures and Processes - February 21, 2013 in Sandpoint



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Riverside No-Parking signs.

This memo is to recommend that the Council review and act upon the Traffic Safety Committee recommendations for limiting the parking on Riverside Street. Attached is a drawing reflecting the areas that the Traffic Safety Committee recommended to sign for no parking along Riverside Street. If the Council approves this plan we will order signs and install them as appropriate per the MUTCD.

STB

Riverside NO PARKING Traffic Safety Proposal



AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROHIBITING THE USE OF UN-MUFFLED COMPRESSION (JAKE) BRAKES WITHIN THE CITY; PROVIDING THAT A VIOLATION OF THE SECTION SHALL BE AN INFRACTION PUNISHABLE BY A FINE NOT EXCEEDING THE HIGHEST FINE ALLOWABLE FOR INFRACTIONS BY THE STATE OF IDAHO; PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE UPON ITS PASSAGE APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the use of un-muffled compression brakes creates a loud noise disturbing the peace and quiet of residents of the City and constituting a public nuisance; and

WHEREAS, the Mayor and City Council deem it in the public interest to regulate the use of compression brakes.

Now Therefore be it ordained by the Mayor and Council of the City of Bonners Ferry, Idaho as follows:

Section 1. That a new section 6-1-5 of The Bonners Ferry City Code is hereby adopted which shall read as follows:

DRAFT

6-1-5: UN-MUFFLED COMPRESSION BRAKES (“JAKE” BRAKES)

- A. It shall be unlawful for the operator of any motor vehicle driven upon a public or private street, road, highway, or right-of-way located within the city limits to use, or employ the use of an un-muffled compression or “jake” brake. For the purposes of this section, a compression or “jake” brake shall mean any device mounted on or adjacent to the engine of the vehicle being driven which is not effectively muffled and which, when employed reduces engine speed and causes the vehicle to slow without the use of the vehicle’s braking system.
- B. Penalty: Violation of this section shall constitute a traffic infraction, punishable with a fine not to exceed the highest penalty allowed for infractions under the laws of the State of Idaho.
- C. This section shall not apply to emergency driving situations requiring the use of all vehicle braking systems, including compression or “jake” brakes, when necessary to protect persons or property.

Section 2. Effective Date: This Ordinance shall be effective upon its passage, approval, execution and publication in the manner provided by law.

PASSED BY THE CITY COUNCIL OF THE CITY OF BONNERS FERRY, on the ____ day of _____, 2013, and signed by the Mayor on the ____ day of _____, 2013.

DAVID K. ANDERSON
Mayor

Attest: _____
Kris Larson
City Clerk

FORM 115

SPACE RENTAL AGREEMENT

AGREEMENT made between THE CITY OF BONNERS FERRY (Governmental Entity), a political subdivision of the state of Idaho, herein "ENTITY" and BOUNDARY COUNTY FARMERS MARKET., herein "USER",

THE PARTIES AGREE AS FOLLOWS:

1. USE OF PREMISES: ENTITY hereby rents to USER the use of

Approximately 7,000 square feet of parking lot, Saturday mornings during the spring, summer and fall of 2013. General area as shown in Exhibit A. Further, it is understood that this is not the exclusive right to this area.

2. USER agrees to pay ENTITY rent for said premises payable upon execution of this Agreement.

\$400 per season plus \$100 for installation and removal of banners.

Both parties understand that the Farmers Market has the public benefit of attracting business to our community. As part of that community involvement the Farmers Market agrees to be a member of the Bonners Ferry Chamber of Commerce and the Bonners Ferry Tourist and Visitors Information Center.

3. PURPOSE: USER agrees to use the above Premises solely for the purpose of the sale of locally produced goods and for no other purpose.

4. USE AND SECURITY: USER acknowledges that this premise is designed for the public.

5. HOUSEKEEPING: USER agrees to keep the Premises clean and attractive at all times and return it to ENTITY in a good and clean condition. USER agrees not to alter the Premises or attach anything to the premises without first obtaining written approval of ENTITY. USER shall be responsible for garbage cans for the market.

6. Vendors: The USER will be solely responsible for the conduct of all market vendors.

7. Utilities: The ENTITY does not provide for any utilities including, but not limited to, Electric, Sewer, Water, Gas, Garbage, internet access, and structure maintenance. All utilities will be the sole responsibility of the USER.

8. INSURANCE: USER agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect USER, all USER's employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the USER's acts. USER shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY thirty (30) days prior to cancellation of said policy.

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

10. USE: USER agrees not to store, generate, use or bring upon the property hazardous waste as defined by applicable laws or otherwise use the property in a manner that will increase ENTITY's insurance rates for the property.

The User agrees to that all vendor vehicles not integral to the product being sold will not be parked in the City Parking Lot or the Meeker Parking lot. Parking is available on Riverside Street, Arizona Street, and at the Firehall Parking Lot.

11. TERMINATION: This Agreement may be terminated immediately by ENTITY for breach of this Agreement by USER and either party may terminate this Agreement by 30 days written notice of termination to the other party.

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

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

14. COMPLIANCE WITH LAWS: USER agrees to comply with all federal, state, city, and local laws, rules and regulations.

DATED this ____ day of _____, 2013.

ENTITY:

CITY OF BONNERS FERRY

USER:

BOUNDARY COUNTY FARMERS
MARKET

By: _____

Dave Anderson, Mayor

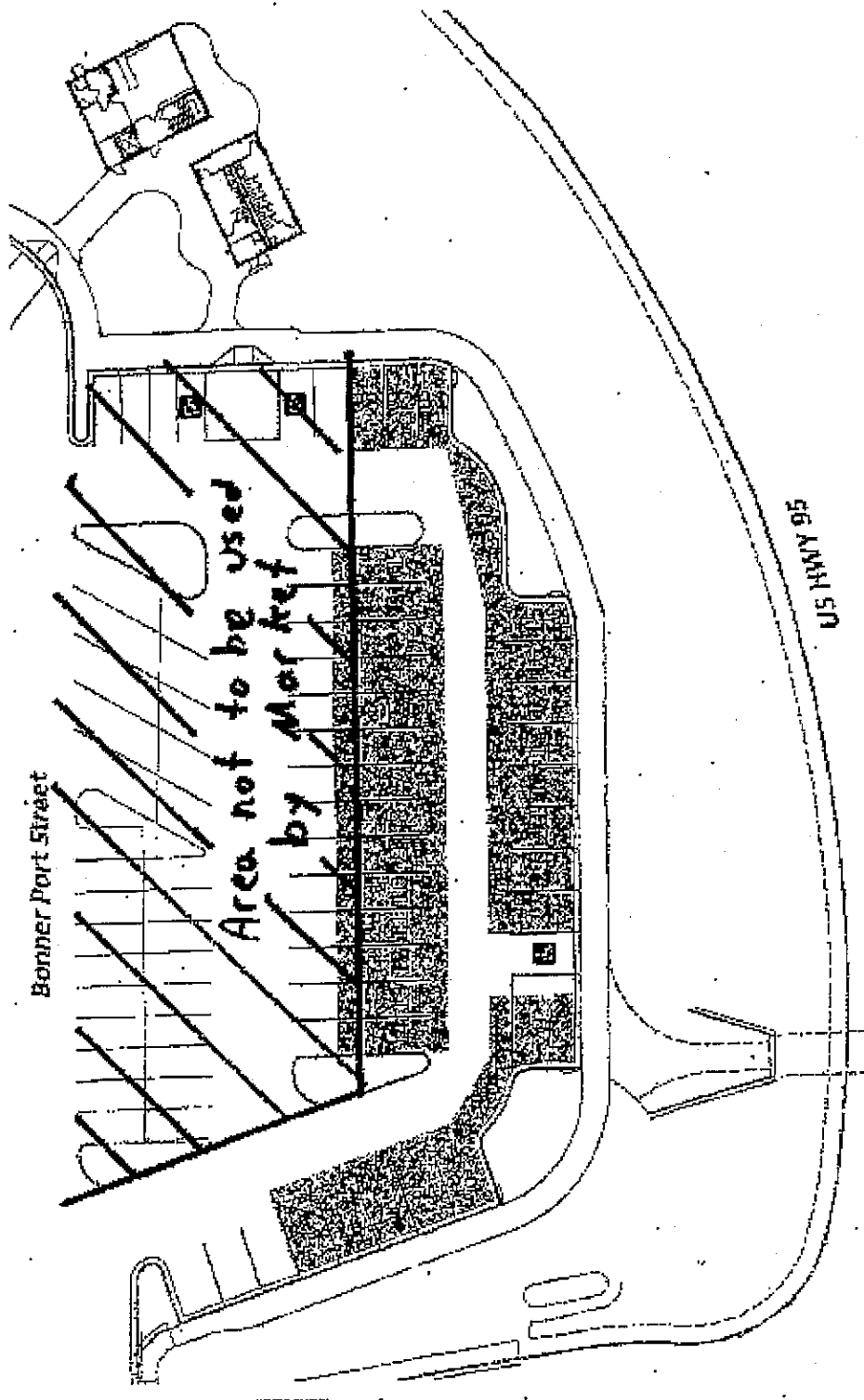
By: _____

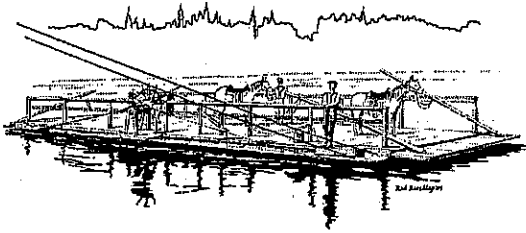
ATTEST:

WITNESS:

Kris Larson, Clerk

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





MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 13 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Line Reclosers.

This memo is to recommend that the City purchase two ABB reclosers at the cost of \$33,596.00. The City made the decision to standardize on ABB reclosers about 10 years ago. This purchase will replace the last two hydraulic reclosers on our system.

SJB



COMMERCIAL AND TECHNICAL TENDER

ABB Power Technologies

Prepared for:

CITY OF BONNERS FERRY
Kevin Cossiart, Light Dept
7232 Main St
Bonners Ferry, Idaho. 83805

Prepared by:

Wesco Portland Utility
Joe Jelke
2025 East Trent Ave.
Spokane, Wa. 99202

Customer Name:	ABB Tender ID	Date	Validity Date
CITY OF BONNERS FERRY	13Q1841033	11 February 2013	14 April 2013

ABB is pleased to offer the following in response to your request:

Pricing

Item	Qty	Product Type	Net Price Each (USD)	Item Total
10	2	R1151ACN14FE2S1N00 OVR-3; 15.5 kV max; 630A continuous; 12.5kA interrupting; 110 kV BIL; 120/240 VAC (90 - 265 VAC / 250VDC power); 12VDC 8W auxiliary power fused output for radio/modem (field adjustable to 24VDC). Isolated RS-232, RS-485 and fiber optic port for SCADA; 120 VAC heater in both cabinets. Lead time is 11 weeks; if drawing approval is required, lead time is 13 weeks.	16798.00	33596.00

Grand Total Sales Price: 33596.00USD



COMMERCIAL AND TECHNICAL TENDER

Technical Data Sheet

Item 10

ABB Product ID: R1151ACN14FE2S1N00

Rating:

The type OVR three phase vacuum recloser is rated 15.5 kV maximum voltage, 630 Ampere continuous current, 12,500 symmetrical interrupting amperes and 110 kV BIL.

The OVR recloser uses vacuum interrupters insulated in Hydrophobic Cycloaliphatic Epoxy eliminating any need for oil or SF6. The operating mechanism is a magnetic actuator which eliminates the need for routine mechanism maintenance (such as lubricating, replacing parts, adjusting, etc.).

The physical characteristics are 38 inches (960 mm) of creep, 9.5 inches (240 mm) of strike, has integrated sensors that will not saturate below maximum fault level to improve maintenance data. The bushings have 1 in. (25 mm) - 12 threaded, silver plated studs for simple connections and the flexibility to mount at either line or load side.

The recloser will be factory assembled, wired and routine tested per ANSI C37.60.

The OVR recloser utilizes a state of the art microprocessor control (PCD) to surpass existing recloser controls and add communications and metering functions.

High Voltage Mounting Frame:

Galvanized steel pole mounting frame with provisions for mounting 6 arresters. Frame shipped fully assembled.

Control Cable:

30 feet (9 meter) cable assembly.

Connectors and cable are capable of transferring current and voltage signals, as well as power between cabinets.

Cable Options & PT Input:

No connector provided, control power is directly hardwired into the control cabinet.

Control Power Voltage & Input/Output:

120/240 VAC (90 - 265 VAC / 250VDC power) with 6 inputs and 4 outputs (user available), includes self-check alarm Form C contact; Recloser batteries with 48 hour carryover included. 12VDC 8W auxiliary power fused output for radio/modem (field adjustable to 24VDC).

Control & Faceplate Options:

Power Control Device (PCD) microprocessor control.

Packaged in a modular case design to allow easy upgrade and maintenance.

Red close and green trip button (ANSI faceplate) with 6 button simple to use menu-driven



COMMERCIAL AND TECHNICAL TENDER

interface with full English text.

All ANSI, IEC, Recloser Protection curves provided: ANSI curve designations used.

Front mounted RS-232 port to easily download and upload data.

Large LCD display.

Integral tagging function.

Single phase tripping functionality to reduce unnecessary three phase interruptions and outages due to single phase faults. The single phase trip option allows each step of the reclose cycle to be individually configured to single or three phase trip or lockout for optimum coordination.

Voltage Sensing & Pickup Settings:

Primary pickup setting of 50 - 800 Amp ground (field adjustable to 10 - 160 Amp) and 100 - 1600 Amp phase (field adjustable to 20 - 320 A).

Sensitive Earth Fault (SEF) is not provided in this model.

Internal voltage sensing is not provided. Control is capable of accepting voltages via externally mounted potential transformers.

Communication Ports & Protocol:

One isolated RS-232, RS-485 and fiber optic port for SCADA communication and control programming. All ports are radial connected (one at a time), with selection of port set by jumpers on module.

Bushing Terminal Connectors:

1 in. (25 mm) - 12 tin-plated threaded copper bushing stud terminals.

Heater Preset Voltage (Field Adjustable to 120 VAC or 240 VAC):

120 VAC heater in both cabinets.

Standard Dynamic Accessories:

No standard accessories provided.

ABB Internal Order Entry Info:

CID Code: 9AAC30400303

Source Location Code: 9AAE300185

-Joe Jelke
Wesco Portland Utility

509-990-0195
JJelke@Wesco.com



COMMERCIAL AND TECHNICAL TENDER

Clarifications

OVR-3 quoted based on style number provided.



COMMERCIAL AND TECHNICAL TENDER

General Terms and Conditions

Prices

Prices are firm for shipment quoted, and do not include federal, state, or local taxes of any kind.

Payment

Payment terms are net 30 days.

ABB has a minimum domestic order value requirement of \$500 USD.

Warranty

The equipment is warranted for a period of 36 months from the date of shipment.

Delivery Terms

Proposed delivery terms will be CPT Lake Mary, FL, USA Incoterms 2010.

Quoted lead times are based on current production levels. Actual lead times are dependent on available production space at time of order entry and/or release to manufacturing.

Terms & Conditions

Other terms and conditions are per ABB General Terms and Conditions of Sale (50-490).

Please add 3 weeks for drawing approvals, if required. To ensure the quoted lead-time please return approval drawings to ABB within 2 weeks of receipt. ABB will make every effort to maintain a short delivery schedule.

Cancellation Charges

Cancellation of the contract will be subject to penalties depending on the time the cancellation occurs. ABB standard cancellation charges are 10% after receipt of order, 20% after drawings issued to customer for approval or if order has been engineered, 45% after release to order major material, 75% after receipt of major material, and 100% after start of fabrication.

Change Notices

Changes after order entry related to engineering, drawings, or parts could be subject to additional charges.

We appreciate the opportunity to quote on this business. If there are any questions regarding this quotation or any other matter relating to this job please call me at your convenience.

Best Regards,

Erin Browning
407-732-2152

POLICY IV.B
BILLING AND COLLECTIONS

2. DISCONNECT REASONS: The City will with notice and reasonable time for compliance, disconnect services for the following reasons:
 1. Violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
 2. Discovery of meter tampering.
 3. Any reason stated in ~~DE~~ 3.
 4. Other appropriate circumstances.
 3. IMMEDIATE DISCONNECT REASONS: The City may immediately and without notice disconnect services for the following reasons:
 1. Nonpayment of City utility bills.
 2. Diversion or unauthorized use of City utility services.
 3. Discovery of a condition determined by the City to be hazardous.
 4. Other appropriate circumstances.
 4. DELINQUENT ACCOUNTS:
 1. A "Door Hanger Charge" will be required each time City personnel are required to make a personal visit to the premises for the purposes of collections on a delinquent account. The customer will be charged as identified in Appendix A.
 2. Delinquent accounts shall be disconnected after receipt of disconnect notice unless suitable payment arrangements have been made with the City.
 3. Accounts shall not be reconnected until the connect charges, disconnect charges, arrears, amount owed up through the reading taken on the day of disconnection, and any new required deposits have been paid in full or a suitable payment arrangement with the City has been made.
 5. FINANCE CHARGES: Finance charges of 12% per annum will be added to balances over 45 days old at the City's discretion.
 6. RECONNECT REQUIREMENTS: After a service has been disconnected by customer request or for non-payment, the City, may at its discretion, require any service to be brought up to current State and National Code requirements and City standards before reconnection.
 7. DISCONNECT FOR MAINTENANCE AND CONVENIENCE: By request of the customer and when it is convenient to the City; the City will provide routine off-on service to its customers during normal working hours at no cost to the customer. If such service becomes excessive, generally more than two hours of labor per year or outside of normal working hours, the City may charge for such service. The charge will be the actual labor cost expended for such service.
- F. CLOSED ACCOUNTS
1. PROCESS:
 1. Customer must complete a request to discontinue utility services form.

POLICY IV.B
BILLING AND COLLECTIONS

- ~~1. b) The customer receives a closing bill and a final collection letter that is due 14 days later. Customer continues to be billed until account is paid or turned over to collection agency. No reminders or further notices will be mailed.~~
- ~~2. Ninety days after the close money owed to the City will be assigned to a credit collection agency.~~

G. COLLECTION POLICY FOR CLOSED ACCOUNTS

1. 90 DAY PROCESS:

1. Closing Bill mailed (due ~~15~~ 14 days later)
2. Closing Bill Reminder Notice mailed (3 days after due date of closing bill)
3. ~~2~~ Outbound Collection Call (5 days after mailing closing bill reminder notice)
3. Final Collection Notice mailed (~~15~~ 30 days after the ~~outbound~~ before sending to Credit Bureau collection call)
4. City of Bonners Ferry has lien authority per Ordinance 369
5. Write off amount sent to a credit collection agency (90 days after sending closing bill)

H. RETIRED ACCOUNTS

1. AN ACCOUNT WILL BE RETIRED UNDER THE FOLLOWING CIRCUMSTANCES
 1. Written request by the property owner.
 2. If there has not been usage or payment for more than one year.
 3. If the service location is foreclosed on or bankruptcy is declared and there is an unpaid balance.
2. REQUEST FOR SERVICE AT A LOCATION FROM WHICH A SERVICE HAD BEEN RETIRED
 1. The new service will be installed per the Extension Policy 4C

I. PROJECT SHARE

- ~~1. PROJECT SHARE:~~
 1. Funds remain in Boundary County, to assist local customers.
 2. Boundary County Community Action Agency
PO Box 627
Bonners Ferry, ID 83805
(208)267-3663
2. ~~REFUNDS:~~ Any refund of \$2.50 or less will be donated to Project Share.

J. PAYMENT ARRANGEMENTS PROVISION

1. PAYMENT ARRANGEMENTS: Are made when extension of credit for a fixed time or arrangement for installation payment of the bill will not restrict the City from its ability for final collection of the bill.

POLICY IV.B
BILLING AND COLLECTIONS

2. APPROVAL: All payment arrangements must be approved by the City Clerk or the City Administrator.

K. NON-SUFFICIENT FUND (NSF) CHECK POLICY

- ~~1. REDEPOSIT: When a check is returned because of NSF, it should be redeposited on a separate deposit slip within 3 days of the return date and the deposit marked "redeposit." When the City receives a bad check the receipt is cancelled from accounts receivable and the customer is charged a bad check fee.~~
1. ~~Exception~~—If the check is for a deposit or connection fee it should be given to the City Clerk immediately.
2. NOTIFICATION: ~~Between the time of the NSF and the reposit~~ (The Clerk will attempt to contact the party to inform them of the NSF check to make arrangements for alternate payment method or to reposit the check.
- ~~3. NSF ACTION: If the check is still NSF after the reposit the following procedure will be followed:~~
1. ~~The Clerk will be notified and shall call the party and attempt to make arrangements for alternate payment method.~~
2. The customer will be charged ~~\$15.00~~ a bad check fee each time a check is deemed NSF.
3. The City Clerk will advise the Police Department of the NSF check when appropriate.

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L. COMFORT LEVEL BILLING

- ~~1. EXPLANATION: Is a monthly billing plan that equalizes levelizes the customer's payments charges throughout the year. It's based on the average billing a premise established over the previous occupied 12 months history. Payment is based on it is a rolling average based on of the previous 12 months usage.~~
- ~~2. CUSTOMER REQUIREMENTS: Customer must have 12 months of complete timely payment history with the City before they can receive the comfort level billing plan.~~

M. LANDLORD/RENTAL DWELLING POLICY

1. PURPOSE: It is the City's goal with regard to rental dwelling units to avoid connects and disconnects to the greatest extent possible.
2. LANDLORD OPTIONS: During the interim periods when a unit is not rented, electrical service can be continued at the landlord's expense at their written request if all accounts for that service are current. Water, sewer, and garbage are charged at all times.
3. RENTORS LIABILITY: The services will not be placed in the landlords name if the establishment is still occupied by a tenant who is delinquent in their utility bills.

N. METER READING

1. Meters are read monthly or when a final read is necessary.

O. ESTIMATED BILLING

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POLICY IV.B
BILLING AND COLLECTIONS

1. When the City is unable to gain reasonable access to a meter, the City will estimate the reading for a billing period based on the historical usage of that service.
2. When a meter fails in service the Department Superintendent will estimate the reading for that billing period based on the historical usage of that service.

2.

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P. WATER LEAKS

1. When a major water leak is discovered on the customer's lines the City will provide bill relief under the following conditions.
 1. Only for the billing cycle in which the leak is detected.
 2. The leak must be external to any structures.
 3. Not greater than ½ of the amount in excess of the normal water usage, as estimated by the City
 4. The consumer must notify City Hall within thirty days of the billing date.
 5. The consumer must provide a detailed explanation, in writing, of the conditions.
 6. If the leak is caused by negligence, the City will not absorb any of the loss.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix A

Schedule of Security Deposits, Connect Charges, and Disconnect Charges

A. ELECTRIC

1. Security Deposit Rates:

Residential	<u>\$200.00</u>
Electric and Wood Heat	\$200.00
Other Heat System	\$100.00
- Commercial/Industrial

Existing Service	Two month average of previous customer, <u>\$200 minimum.</u>
New Service	Two month average estimated by City, <u>\$200 minimum.</u>
2. Connect and Disconnect Rates

Door hanger charge	\$25.00
Connect and Disconnect	
During Working Hours	\$30.00
Outside of Working Hours	\$90.00

B. GARBAGE

1. Security Deposit Rates:

None.
2. Connect and Disconnect Rates

None.

C. WATER

1. Security Deposit Rates:

None.
2. Connect and Disconnect Rates

Connect and Disconnect	
During Working Hours	\$30.00
Outside Working Hours	\$90.00

D. SEWER

1. Security Deposit Rates:

None.
2. Connect and Disconnect Rates

None.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix B

Schedule of Electric Rates

Effective 10/1/09

Large Industrial Rate 12/1/09

	Revenue Class	Rate Schedule	Monthly Base Rate	KWH Charge	KVA Demand Charge
Residential	01	R1PI	\$ 10.47	\$ 0.0600	\$ —
Residential	01	R1PO	\$ 14.91	\$ 0.0600	\$ —
Interdepartmental	07	S1PI	\$ 10.47	\$ 0.0575	\$ —
Interdepartmental	07	S1PO	\$ 14.91	\$ 0.0575	\$ —
Interdepartmental	07	S3PI	\$ 32.83	\$ 0.0575	\$ —
Interdepartmental	07	S3PO	\$ 41.80	\$ 0.0575	\$ —
Interdept. w/Demand	07	B1PI	\$ 10.47	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	B1PO	\$ 14.91	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	B3PI	\$ 32.83	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	B3PO	\$ 41.80	\$ 0.0420	\$ 6.00
Pumping & Drainage	09	S3PO	\$ 41.80	\$ 0.0575	\$ —
Pumping & Drainage	09	B1PI	\$ 10.47	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	B1PO	\$ 14.91	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	B3PI	\$ 32.83	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	B3PO	\$ 41.80	\$ 0.0485	\$ 6.00
Self-Consumed	11	S1PI	\$ 10.47	\$ 0.0575	\$ —
Self-Consumed	11	S1PO	\$ 14.91	\$ 0.0575	\$ —
Self-Consumed	11	S3PI	\$ 32.83	\$ 0.0575	\$ —
Self-Consumed	11	S3PO	\$ 41.80	\$ 0.0575	\$ —
Self-Cons. w/Demand	11	B1PI	\$ 10.47	\$ 0.0420	\$ 6.00
Self-Cons. w/Demand	11	B1PO	\$ 14.91	\$ 0.0420	\$ 6.00
Self-Cons. w/Demand	11	B3PI	\$ 32.83	\$ 0.0420	\$ 6.00
Self-Cons. w/Demand	11	B3PO	\$ 41.80	\$ 0.0420	\$ 6.00
Small Commercial	20	S1PI	\$ 10.47	\$ 0.0575	\$ —
Small Commercial	20	S1PO	\$ 14.91	\$ 0.0575	\$ —
Small Commercial	20	S3PI	\$ 32.83	\$ 0.0575	\$ —
Small Commercial	20	S3PO	\$ 41.80	\$ 0.0575	\$ —
Large Commercial	21	B1PI	\$ 10.47	\$ 0.0420	\$ 6.00
Large Commercial	21	B1PO	\$ 14.91	\$ 0.0420	\$ 6.00
Large Commercial	21	B3PI	\$ 32.83	\$ 0.0420	\$ 6.00
Large Commercial	21	B3PO	\$ 41.80	\$ 0.0420	\$ 6.00
Secondary Industrial	31	B3PI	\$ 32.83	\$ 0.0440	\$ 5.15
Secondary Industrial	31	B3PO	\$ 41.80	\$ 0.0440	\$ 5.15
Primary Industrial	31	P3PI	\$ 32.83	\$ 0.0440	\$ 4.72

POLICY IV.B
BILLING AND COLLECTIONS

Primary Industrial	31	P3PO	\$ 41.80	\$ 0.0440	\$ 4.73
Large Industrial	41	L3PO	\$ 12,000.00	\$ 0.0260	\$ 4.37
Street Light	51	BLTE	\$ 4.10		
Security Light	51	BSEC	\$ 7.48		
Remote Read Device		BBLI	\$ 10.00		
No Meter Access		BBLN	\$ 15.00		

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	Revenue Class	Rate Schedule	Monthly Base Rate	KWH Charge	KVA Demand Charge
Residential	01	ER1PB	\$ 10.47	\$ 0.0600	\$ -
Residential	01	ER1PX	\$ 14.91	\$ 0.0600	\$ -
Interdepartmental	07	ES1PB	\$ 10.47	\$ 0.0575	
Interdepartmental	07	ES1PX	\$ 14.91	\$ 0.0575	
Interdepartmental	07	ES3PB	\$ 32.83	\$ 0.0575	
Interdepartmental	07	ES3PX	\$ 41.80	\$ 0.0575	
Interdept. w/Demand	07	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Pumping & Drainage	09	ES3PX	\$ 41.80	\$ 0.0575	
Pumping & Drainage	09	EC1PB	\$ 10.47	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC1PX	\$ 14.91	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PB	\$ 32.83	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PX	\$ 41.80	\$ 0.0485	\$ 6.00
Self Consumed	11	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Self Consumed	11	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Self Consumed	11	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Self Consumed	11	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Self Cons. w/ Demand	11	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Small Commercial	20	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Small Commercial	20	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Small Commercial	20	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Small Commercial	20	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Large Commercial	21	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Large Commercial	21	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Secondary Industrial	31	EC3PB	\$ 32.83	\$ 0.0440	\$ 5.15
Secondary Industrial	31	EC3PX	\$ 41.80	\$ 0.0440	\$ 5.15
Primary Industrial	31	EP3PB	\$ 32.83	\$ 0.0440	\$ 4.73

POLICY IV.B
BILLING AND COLLECTIONS

<u>Primary Industrial</u>	31	<u>EP3PX</u>	\$ 41.80	\$ 0.0440	\$ 4.73
<u>Large Industrial</u>	41	<u>EL3PX</u>	\$ 12,000.00	\$ 0.0260	\$ 4.37
		<u>BSTREE</u>			
<u>Street Light</u>	51	<u>T</u>	\$ 4.10		
		<u>ESECUR</u>			
<u>Security Light</u>	51	<u>E</u>	\$ 7.48		
		<u>EREMO</u>			
<u>Remote Read Device</u>		<u>TE</u>	\$ 10.00		
<u>No Meter Access</u>		<u>BELN</u>	\$ 15.00		
<u>Fiber Optics</u>	21	<u>FIBER</u>	\$ 44.20		

B = inside customers

X = outside customers

A. DEFINITIONS

1. Inside and Outside rates are determined by City Boundaries
2. Electricity usage is measured in Kilowatt Hours (KW) and Kilovolt Amps (KVA).
3. Base Charge is the account service fee independent of usage.
4. No Meter Access is any meter point that is not accessible to the City Crews or Meter Reader due to locked or lockable physical barriers.

3-5.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix C

Schedule of Water Rates

Water rates effective 10-5-10 February 2013

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE IN CUBIC FEET</u>	<u>RATE</u>	<u>PER</u>
Non-Metered					
RESIDENTIAL <1"	BWR	\$ 91.84	UNLIMITED	N/A	
RESIDENTIAL 1"	BWR1	\$ 91.84	UNLIMITED	N/A	
RESIDENTIAL 1.5"	BWR2	\$ 151.58	UNLIMITED	N/A	
RESIDENTIAL (Minimum)	BWRF	\$ 34.02	OFF @ CURB	N/A	
Metered					
RESIDENTIAL <1" to 1"		\$ 40.14	1000	0.01613	Cubic Foot
RESIDENTIAL 1.5"		\$ 73.09	1000	0.01613	Cubic Foot
FIRE LINES	BFIR		FIRE ONLY	\$ 9.49	Inch
CHECK METERS	BWCH	\$ 40.14			
COMMERCIAL <1"	BWCO	\$ 40.14	0-1000	0.01613	Cubic Foot
COMMERCIAL 1"	BWC1	\$ 40.14	0-1000	0.01613	Cubic Foot
COMMERCIAL 1.5	BWC3	\$ 97.37	0-200	0.01613	Cubic Foot
COMMERCIAL 2"	BWC4	\$ 125.96	0-200	0.01613	Cubic Foot
COMMERCIAL 3"	BWC5	\$ 162.86	0-200	0.01613	Cubic Foot
COMMERCIAL 4"	BWC6	\$ 320.54	0-200	0.01613	Cubic Foot
INDUSTRIAL <1"	BWI1	\$ 40.14	0-1000	0.01613	Cubic Foot
INDUSTRIAL 1.5"	BWI3	\$ 97.37	0-200	0.01613	Cubic Foot
INDUSTRIAL 2"	BWI4	\$ 125.96	0-200	0.01613	Cubic Foot
INDUSTRIAL 3"	BWI5	\$ 162.86	0-200	0.01613	Cubic Foot
WHOLESALE 4" Meter	BWW4	\$ 1,666.75		0.01613	Cubic Foot
WHOLESALE 6" Meter	BWW6	\$ 3,333.50		0.01613	Cubic Foot
UNUSED SERVICE		\$ 34.02		N/A	
NON-METERED <1"	BWN	\$ 64.77	UNLIMITED	N/A	
NON-METERED 1"	BWN1	\$ 64.77	UNLIMITED	N/A	
NON-METERED 1.5"	BWN1.5	\$ 64.77	UNLIMITED	N/A	
NON-METERED 2"	BWN2	\$ 94.86	UNLIMITED	N/A	
NON-METERED 3"	BWN3	\$ 177.86	UNLIMITED	N/A	
NON-METERED 4"	BWN4	\$ 257.03	UNLIMITED	N/A	
NON-METERED 6"	BWN6	\$ 711.46	UNLIMITED	N/A	
<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE IN CUBIC FEET</u>	<u>RATE</u>	<u>PER</u>
RESIDENTIAL (Minimum)	WOFF01	\$ 34.02	OFF @ CURB	N/A	
Metered					
RESIDENTIAL <1" to 1"	WR101	\$ 40.14	1000	0.01613	Cubic Foot
RESIDENTIAL 1.5"	WR1.501	\$ 73.09	1000	0.01613	Cubic Foot
FIRE LINES	WFL		FIRE ONLY	\$ 9.49	Inch
CHECK METERS	WCH	\$ 40.14			
COMMERCIAL <1"	WC1	\$ 40.14	0-1000	0.01613	Cubic Foot

POLICY IV.B
BILLING AND COLLECTIONS

<u>COMMERCIAL 1"</u>	<u>WC1</u>	<u>\$ 40.14</u>	<u>0-1000</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>COMMERCIAL 1.5</u>	<u>WC1.5</u>	<u>\$ 97.37</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>COMMERCIAL 2"</u>	<u>WC2</u>	<u>\$ 125.96</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>COMMERCIAL 3"</u>	<u>WC3</u>	<u>\$ 162.86</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>COMMERCIAL 4"</u>	<u>WC4</u>	<u>\$ 320.54</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>INDUSTRIAL < 1"</u>	<u>WI1</u>	<u>\$ 40.14</u>	<u>0-1000</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>INDUSTRIAL 1.5"</u>	<u>WI1.5</u>	<u>\$ 97.37</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>INDUSTRIAL 2"</u>	<u>WI2</u>	<u>\$ 125.96</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>INDUSTRIAL 3"</u>	<u>WI3</u>	<u>\$ 162.86</u>	<u>0-200</u>	<u>0.01613</u>	<u>Cubic Foot</u>
<u>WHOLESALE 4" Meter</u>	<u>WW4</u>	<u>\$ 1,666.75</u>		<u>0.01613</u>	<u>Cubic Foot</u>
<u>WHOLESALE 6" Meter</u>	<u>WW6</u>	<u>\$ 3,333.50</u>		<u>0.01613</u>	<u>Cubic Foot</u>
<u>UNUSED SERVICE</u>	<u>WOF</u>	<u>\$ 34.02</u>		<u>N/A</u>	
<u>NON-METERED <1"</u>	<u>WN1</u>	<u>\$ 64.77</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 1"</u>	<u>WN 1</u>	<u>\$ 64.77</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 1.5"</u>	<u>WN 1.5</u>	<u>\$ 64.77</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 2"</u>	<u>WN 2</u>	<u>\$ 94.86</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 3"</u>	<u>WN 3</u>	<u>\$ 177.86</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 4"</u>	<u>WN 4</u>	<u>\$ 257.03</u>	<u>UNLIMITED</u>	<u>N/A</u>	
<u>NON-METERED 6"</u>	<u>WN 6</u>	<u>\$ 711.46</u>	<u>UNLIMITED</u>	<u>N/A</u>	

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POLICY IV.B
BILLING AND COLLECTIONS

A. DEFINITIONS

1. Inside and Outside rates are determined by City Boundaries
2. Water usage is measured in Cubic Feet. One cubic foot approximately 7.48 gallons.
3. Base Charge is the account service fee independent of usage.

A.B. APARTMENT BUILDINGS AND MULTIPLEXES

1. When there is one meter for multiple residential units the commercial rates are applicable.
2. When each residential unit is metered residential rates apply.
3. Charges are applicable whether the unit is occupied or unoccupied.

B.C. COMMERCIAL BUSINESSES WITH RESIDENTIAL DWELLING UNITS

1. Charged on the normal commercial meter rate.
2. Charges are applicable whether the unit is occupied or unoccupied.

C.D. BULK SALES

1. At metered hydrant – Connect and Disconnect Charge plus ~~wholesale~~ water rate per Cubic Foot.
2. At coin-op - \$.25 per ~~125-100~~ gallons.
3. Unmetered - ~~\$.01165 per Cubic Foot, \$25-50~~ minimum plus \$.25 per 100 gallons for up to ~~12,500~~ gallons, and \$75 account deposit.

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**POLICY IV.B
BILLING AND COLLECTIONS**

Appendix D

Schedule of Sewer Rates

Sewer rates effective 10-5-10

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	HBSR	\$ 21.00	UNLIMITED		
Interdepartmental	IBSC	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Wholesale	14BSWN	BASED ON ANNUAL CONTRACT			
Wholesale	14BSWS	BASED ON ANNUAL CONTRACT			
Commercial	21BSR	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Commercial	21BSC	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Industrial	31BSI	\$ 21.00	UNLIMITED	\$ 21.00	EDU

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	SR01	\$ 21.00	UNLIMITED		
Interdepartmental	SC07	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Wholesale		BASED ON ANNUAL CONTRACT			
Wholesale		BASED ON ANNUAL CONTRACT			
Small Commercial	SC20	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Commercial	SC21	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Industrial	SI31	\$ 21.00	UNLIMITED	\$ 21.00	EDU

A. EDU DEFINITION

1. An EDU is an equivalent dwelling unit.
2. For single family residences there is one EDU per residence.
3. For apartments and multiplexes each unit is considered an EDU.
4. For commercial services each 6,000 gallons of water usage is considered one EDU.

B. MISCELLANEOUS

1. The minimum charge for any commercial service is one EDU.
2. Sewer charges are applicable whether the unit is occupied or unoccupied.

C. COMMERCIAL BUSINESSES WITH RESIDENTIAL DWELLING UNITS

1. Rate is one EDU per 6,000 gallons of water usage. Minimum charge is 1 EDU per dwelling unit plus 1 EDU per business.
2. Charges are applicable whether the unit is occupied or unoccupied.

D. BULK SEWER DUMPAGE

1. A connect charge plus \$.04 per gallon.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix E

Schedule of Garbage Rates

Garbage Rates Effective 12-01-05

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	1BGB	\$		8.25	
Commercial	N/A				

A. UNOCCUPIED RESIDENCES

1. Charges are applicable whether the unit is occupied or unoccupied.

B. APARTMENT BUILDINGS AND MULTIPLEXES

1. Can either contract directly with the garbage company or pay the residential rate for each unit.

C. COMMERCIAL BUSINESSES

Contract directly with the garbage

POLICY IV.B
BILLING AND COLLECTIONS

Appendix F

Rate Class Definitions

A. Customer Class Codes

1.

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

A.B. Residential

1. Service provided to a single family premise or accessory structure used for dwelling.
2. Service provided for other non-commercial uses

B.C. Commercial

1. Service provided to a premise or facility used for commercial services.
2. Service for mixed commercial and residential uses.
3. Small / Large Commercial for electric billing
 - a) Small Commercial will be for services 200Amps or less
 - b) Large Commercial will be for services of greater than 200Amps

C.D. Industrial Services

1. Uses of an industrial nature.
 - a) For Electric Services this is an installed capacity of over 1,000 kva (1 mva).
2. Primary Metered Services.
 - a) When a customer has the meter installed at primary voltage.
 - b) For primary metered services the customer owns all facilities past the disconnecting point. The meter may be installed upstream or downstream of the disconnect.
3. Large Industrial for electric billing
 - a) Large industrial customers shall be primary metered services of greater than 2.5mva of installed capacity.

Interdepartmental

4. Services for the City of Bonners Ferry.
5. They will be billed at the appropriate commercial rate.

POLICY IV.B
BILLING AND COLLECTIONS

D.E. Pumping and Drainage

1. Agricultural pumping services.

E.F. Street Lights

1. Lights owned by a public entity, in the public rights-of-ways, and used for public safety.

F.G. Security Lights

1. Area lighting for private or public entities not in the public rights-of-ways.

G.H. Miscellaneous Charges

1. Remote Read Device.
 - a) Charge when the meter is not accessible and a remote read device is installed. In addition the property owner must pay for the cost of installing the device.
2. No Meter Access.
 - a) Charge when the meter is not accessible during normal meter reading hours. This can be due to, but not limited to, fences, meter location, and dangerous animals.

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and APEX Construction Services, LLC herein "CONTRACTOR", (Idaho PWC-C-16790-B-1-2, Contractor license RCE-13934)

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, heavy equipment services, and underground utility installation

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 80, per hour for Backhoe work.

The sum of \$ 100, per hour for D5 Dozer work.

The sum of \$ 100, per hour for 12 Yard Dump Truck work.

The sum of \$ 130, per hour for 30 ton 6x6 rock truck work.

The sum of \$ 110, per hour for Side dumptruck (25 c.y.) work.

The sum of \$ 105, per hour for End dumptruck (20 c.y.) work.

The sum of \$ 135, per hour for 70,000lb Excavator work.

The sum of \$ 105, per hour for 36,000lb Excavator work.

The sum of \$ 100, per hour for 32,000lb Excavator work.

The sum of \$ 95, per hour for 30,000lb Excavator work.

The sum of \$ 80, per hour for 16,000lb Excavator work.

The sum of \$ 85, per hour for 72" drum roller work.

The sum of \$ 140, per hour for 35 ton hydraulic rough terrain crane work.

The sum of \$ 160, per hour for 65 ton lattice boom truck crane work.

The sum of \$ 32, per hour for an additional Labor if required.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By Dave Anderson MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Dennis Fitch Construction, 267-9896 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013, unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 100, per hour for 55,000lb Excavator work.

The sum of \$ 85, per hour for TD-15 Crawler Tractor snow piling work.

The sum of \$ 90, per hour for TD-15 Crawler Tractor all other work.

The sum of \$ 85, per hour for TD-8 Crawler Tractor work.

The sum of \$ _____, per hour for an additional Labor if required.

The sum of \$ 85, per hour for 10 Yard Dump Truck work.

Total not to exceed _____ See attached bid proposal.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and KG & T Septic Service 267-5110 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, pumping, and portable toilets

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 125.00, per hour for Pumper Truck work, 150.00 minimum.

The sum of \$ 105.00, per hour for Excavator 30,000lb work.

The sum of \$ 80.00, per hour for Excavator 10,000 – 15,000 lb work.

The sum of \$ 95.00, per hour for Dump Truck work.

The sum of \$ 84.20, per month for portable toilet rental work (as of April 1, 2013).

The sum of \$ 85.00, per hour for Backhoe work.

The sum of \$ 45.00, per hour for an additional Labor with pick-up if required.

The sum of \$ 35.00, per hour for an additional Labor with-out pick-up if required.

The sum of Actual cost plus 10% for Material if required.

Total not to exceed _____ . See attached bid proposal.

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

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.
7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.
8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

 CITY OF BONNERS FERRY
 (Governmental Entity)

CONTRACTOR:
 By _____
 (Name)

By _____
 Dave Anderson MAYOR

Its _____
 (Title or Office)

ATTEST:

 Kris Larson, Clerk

WITNESS:

 (Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
 (Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mastre Backhoe Service 610-0714 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, Heavy equipment services, and underground utility installation

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

- CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.
- CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.
- CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

- The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.
- The sum of \$ 95, per hour for Backhoe work.
- The sum of \$ 95, per hour for D5 Dozer work.
- The sum of \$ 50, per hour for D5 Dozer rental.
- The sum of \$ 95, per hour for 12 Yard Dump Truck work.
- The sum of \$ 24, per hour for an additional Unskilled Labor if required.
- The sum of \$ 30, per hour for an additional Skilled Labor if required.
- The sum of \$ 12, per foot for boring up to 2 ½ inch conduit with 20 foot minimum.*
- The sum of \$ 25, per foot for boring up to 3-4 inch conduit with 20 foot minimum.*

*Not applicable to for State Highway Crossings

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

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

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

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

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

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

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

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

DATED this 13 day of February, 2013.

ENTITY:
CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By Lane Watson
(Name)

By Dave Anderson
MAYOR

Its President
(Title or Office)

ATTEST:
Kris Larson, Clerk

WITNESS:
(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Mike Kelly Excavating herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and Heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 115, per hour for 30,000lb Excavator work.

The sum of \$ 95, per hour for 16,000lb Excavator work.

The sum of \$ 95, per hour for Backhoe work.

The sum of \$ 30, per hour for an additional Labor if required.

The sum of \$ 100, per hour for 10 Yard Dump Truck work.

The sum of \$ 95, per hour for H80 Dozer work.

Total not to exceed _____. See attached bid proposal.

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

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

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for

damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Wink Inc, 290-1378 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and heavy equipment services

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 120, per hour for 55,000lb Kobelco Excavator work.

The sum of \$ 100, per hour for 30,000lb Excavator work.

The sum of \$ 90, per hour for 16,000lb Excavator work.

The sum of \$ 85, per hour for Backhoe work.

The sum of \$ 35, per hour for an additional Labor if required.

The sum of \$ 100, per hour for 12-14 Yard Dump Truck work.

The sum of \$ 90, per hour for D6 Dozer or 650 K work.

Total not to exceed _____ . See attached bid proposal.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

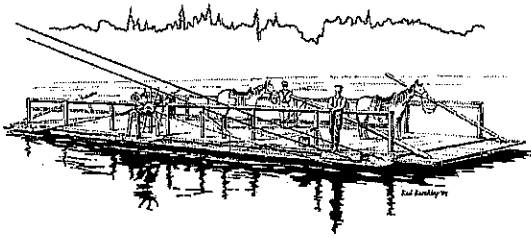
ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 13 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Moyie Project – Inundation Study.

This memo is to recommend that the City Contract with TetraTech to do the Subject Study. Proposals were received from three firms and the cost estimates did not vary significantly. All of the proposal were for the same scope of work and proposed and time and material, not to exceed contract.

Our recommendation to use TetraTech is based on the amount of existing work they have done in the Twin Rivers area for the Kootenai Tribe of Idaho's hatchery project.

STB



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

February 12, 2013

Mr. Stephen Boorman
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805

RE: MOYIE DAM, INUNDATION ANALYSIS

Dear Stephen:

We have prepared the following proposal based on your e-mail dated 28 January, 2013. What FERC has now indicated is acceptable differs greatly from what we were led to believe in our earlier discussions with them. Based on your e-mail we are proposing the following:

- Create a new inundation model beginning with the 1998 CH2M Hill HEC-2 steady state flow model.
- We would supplement the model with additional cross sections through the Twin Rivers Campground. The cross sections would be located at roughly 200 foot intervals.
- Two steady state flow dam break model runs would be completed using current HEC-RAS software. One would be for the sunny day dam failure peak flow and the second would be the inflow design flood (IDF) dam failure peak flow.
- Flow rates in the Kootenai River would be based on the CH2M Hill 1998 model and be 15,000 cfs for the sunny day analysis and 34,000 cfs for the IDF analysis.
- The inundation zones for each scenario would be plotted on aerial photographs and would include cross section inundation data.

Our proposal assumes the following:

- We would be provided a copy of the 1998 CH2M Hill report and the data used to create the HEC-2 model.
- The additional model cross sections created would be based on a digital elevation model (DEM) of the site. No surveying would be performed. Where existing survey information can conveniently and expeditiously be integrated into the cross sections, we would attempt to use it.
- The CH2M Hill report and data would provide all information necessary to develop the Kootenai River portion of the model to the extent required by FERC. No additional work is included in the proposal associated with modeling on the Kootenai River downstream from its confluence with the Moyie River.
- Product of the effort would be 11"x17" drawings with aerial photograph backgrounds showing the sunny day and IDF failure inundation zones, cross sections with flood data labels and contour lines generated by the model. The drawings would be provided in PDF format. We

have assumed background aerial photographs suitable for the project are available without cost. Should there be any costs associated with acquiring background aerial photographs those costs would be in addition to the project costs shown.

Based on your email our proposal does not include creation of an inundation map set based on current FERC regulations. No ArcMap project would be created, the flood inundation maps would be limited to the campground and confluence area and would not extend from the dam or down the Kootenai River, and there would be no geo-referencing or coordination with local emergency response personnel. In addition, we have not included re-projecting the inundation areas to Contiguous Albers Equal Area Conic as FERC typically requires or providing CD's with electronic copies of the maps for submission to FERC or emergency response agencies. The 11"x17" PDF maps created would be provided to the City in electronic form and the City can print them and incorporate them in their emergency action plan and provide them to local emergency services as needed.

We have not included in our proposal any form of report. We will prepare a very brief technical memorandum that provides a general description of the process used to complete the work.

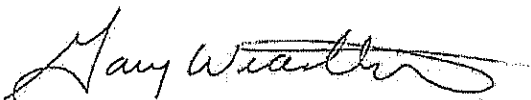
We are still proposing to use Andrew Price, Price Geographic Consulting, Moyie Springs, Idaho, to help on the project. Andrew is very familiar with the area, is familiar with existing information and mapping data that may be available for the area, and has completed FERC mapping for several of his other clients.

We would propose to complete the work on a lump sum basis for \$22,750.

Should you have any questions or comments please feel free to contact me at your convenience.

Sincerely,

J-U-B ENGINEERS, Inc.



Gary J. Weatherly, P.E.
Senior Project Manager

C: Brett Converse – J-U-B
Andrew Price – Price Geographic Consulting

Twin Rivers Canyon Resort Flood Inundation Study

Draft Scope of Services

Introduction

As part of the City's 5-year inspection of the Moyie Dam, FERC has asked the City of Bonners Ferry to prepare a flood inundation map for the confluence area. The following direction was provided:

"Begin with the 1998 CH2M-Hill HEC-2 Steady Flow Model

- Supplement the model with additional cross sections through the Twin Rivers Campground (every 200-feet or so) using new topographic data
- Using the HEC-RAS Model, perform two Steady Flow dam break runs through the campground
 - (1) Sunny Day Dam Failure Peak Flow
 - (2) IDF Dam Failure Peak Flow
- For the Kootenai River Assumptions, you may build on what CH2M-Hill used in their 1998 HEC-2 Model
 - (1) 15,000 cfs for Sunny Day
 - (2) 34,000 cfs for IDF
- Plot the two inundation zones on a close-up/detailed aerial photograph of the Twin Rivers Campground and confluence area (with topographic contour lines if possible) and any other affected areas, including cross section inundation data."

Services

Tetra Tech proposes the following tasks in order to provide the inundation maps.

Hydraulic Modeling

In November 2012, Tetra Tech completed a hydraulic model analysis for the Twin Rivers Hatchery Intake Design. This analysis used the 2011 USGS HEC-RAS model, updated it with additional surveyed cross section information on the Moyie River and floodplain information from LiDAR of the confluence area, and calibrated it using USGS gage data and surveyed water surface elevations. Because the topography has recently been updated, it is recommended that this model be used for the hydraulic analysis. Any required extension of the Moyie portion of the model can be done using the existing CH2M-Hill model and updating it with the digital terrain data.

Based on the agreement with FERC, this scope assumes steady-state flows are representative of the river conditions for determining inundation extents. According to the City, the outflow hydrographs from the dam breach were developed as part of the CH2M-Hill analysis. These data will be reviewed to determine the steady-state peak Moyie River flow for each flood condition to be used in the HEC-RAS model. Moyie River flooding in the Twin Rivers area is also impacted by backwater effects due to the concurrent flows in the Kootenai River. Using Tetra Tech's previous calibration work, the downstream

boundary conditions consistent with the provided Kootenai River flows will be determined and incorporated into the model.

Inundation Mapping

The model will calculate the peak water surface elevation for the two flood conditions (sunny day and IDF) and the results translated into GeoRAS to map the inundation extents based on the LiDAR topography available for the Twin Rivers area. A map will be generated for each flow level showing an aerial photograph in the background, topographic contours, and the predicted flood extents.

Technical Memorandum

A brief technical memorandum will be provided summarizing methods, assumptions, and the results of the floodplain modeling including cross section inundation data. A draft memo will be prepared for City review. After comments are provided, a final memo and maps will be prepared.



Engineering & Consulting Services
 1420 Fifth Avenue, Suite 550
 Seattle WA 98101
 (206) 728-9655

*Estimate of Professional Services
 Detailed Breakdown*

CLIENT: City of Bonners Ferry
 PROJECT: Twin River Canyon Resort
 Flood Inundation Study

TETRA TECH								
Task Description	Principal Engineer	Senior Engineer	Engineer	Project Assistant	Total Hours	Total Labor	Printing / Reports	Total Expenses
1. Hydraulic Modeling								
Determine dam breach outflow hydrographs (peak flow)	1	4	4	1	10	\$1,185		
Calculate downstream boundary conditions		4	4		8	\$940		
Extend T-USGS HEC-RAS model (if required)	1	6	8		15	\$1,760		
Run hydraulic model for Sunny Day failure flow		4	8		12	\$1,280		
Run hydraulic model for Inflow Design Flood (IDF) flow		4	8		12	\$1,280		
Validate results	2	2	4		8	\$1,000		
2. Inundation Mapping								
Build GeoRAS background		4	16		20	\$1,960		
Incorporate HEC-RAS results into GeoRAS		4	12		16	\$1,620		
Prepare draft inundation maps		4	12	1	17	\$1,685	\$100	\$100
Prepare final inundation maps	1	2	6	1	10	\$1,055	\$100	\$100
3. Technical Memorandum								
Draft memo	2	8	8	2	20	\$2,370	\$100	\$100
Review and incorporate comments		2	2	2	6	\$600		
Final memo	1	6	4	2	13	\$1,550	\$100	\$100
TOTAL HOURS	8	54	96	9	167	\$18,285	\$400	\$400
HOURLY RATE	\$180.00	\$150.00	\$85.00	\$65.00				
SUBTOTALS	\$1,440	\$8,100	\$8,160	\$585				
TOTAL LABOR ESTIMATE						\$18,285		
TOTAL EXPENSES ESTIMATE							\$400	

TOTAL ESTIMATED FEE	\$18,685
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February 12, 2013

Mr. Stephen Boorman, P.E.
City Administrator
City of Bonners Ferry
7232 Main Street
Bonners Ferry, ID 83805

Re: Proposal for City of Bonners Ferry – Moyie Project Inundation Study

Dear Mr. Boorman,

Murray, Smith & Associates, Inc. (MSA) is pleased to submit this proposal letter to the City of Bonners Ferry (City) for the Moyie Project Inundation Study, which is in response to correspondence with the City over the past month, and the City's Request for Updated Proposals. This letter summarizes MSA's understanding of the project, proposed team, experience and approach to successfully complete your project.

PROJECT UNDERSTANDING – The City needs to update the Moyie Project Inundation maps by defining the areas of impact under a potential dam failure, specifically flooding of the Twin Rivers Campground, in order to meet the Federal Energy Regulatory Commission (FERC) requirements. This will be an update of the 1998 Inundation of Campground at Confluence of Moyie and Kootenai Rivers study by CH2M HILL. Our understanding is that the City desires to accomplish this work through a practical approach using accepted industry tools and standards to meet FERC's requirements.

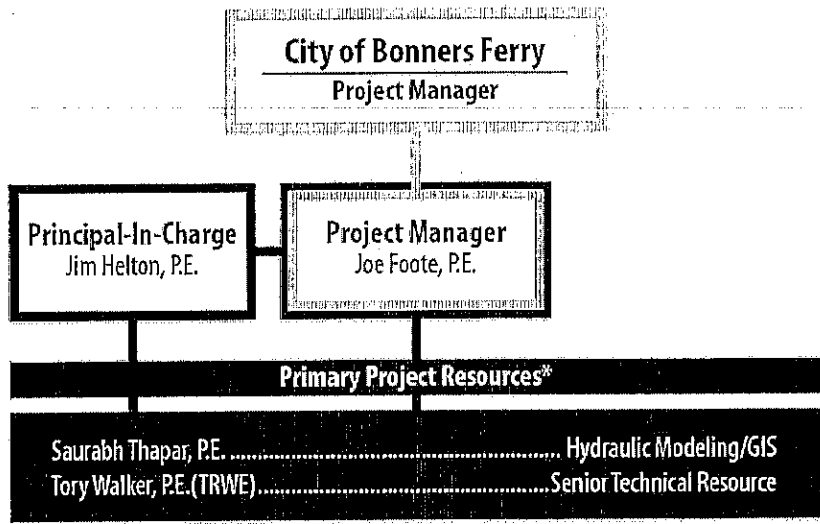
Specifically, FERC is requiring the update of the inundation study and development of inundation maps showing the two inundation zones for both the Sunny Day and Inflow Design Flood (IDF) Dam Failure Peak Flow conditions at the Twin Rivers Campground and adjacent confluence of the Moyie and Kootenai Rivers.

FERC is requesting that HEC-RAS be used to model these two Steady Flow dam failure flooding scenarios. This model should be based on the model developed as part of the 1998 study with additional cross-sections based on available aerial imagery and topographic information. Specific modeling parameters are:

- Cross-sections every 200 feet through the Twin Rivers Campground to the confluence with the Kootenai River with updated aerial imagery.
- Sunny Day Dam Failure Peak Flow condition with the Kootenai River at 15,000 cubic feet per second (cfs).
- IDF Dam Failure Peak Flow condition with the Kootenai River at 34,000 cfs.

PROPOSED TEAM – MSA is proposing a small, experienced team to deliver this project. It includes project manager/senior engineer, Joe Foote, P.E., and hydraulic modeler, Saurabh Thapar, P.E. Jim Helton, P.E., MSA's chief engineer, will serve as the principal-in-charge. In order to provide the City with the highest level of service, MSA's team includes Tory Walker, of Tory R. Walker Engineering, Inc. (TRWE). Mr. Walker is an expert in dam breach analysis and has experience with projects throughout the Western United States. His role will be to advise the team and review the analyses and draft products. This will provide the City with the assurance needed for quick review and acceptance by FERC. Additionally, Mr. Walker and Mr. Thapar worked together recently on modeling the Prairie Creek Drainage Improvements for the City of Arlington, Washington, in which HEC-RAS analysis was used. We encourage you to review the resumes attached to this letter, which highlight our experience.

PROPOSED ORGANIZATION CHART



**Additional staff available to support projects, as needed*

EXPERIENCE – MSA's team has pertinent, recent expertise in the development of emergency action plans, which include the analysis for, and creation of, inundation maps. As part of MSA's design of several reservoirs, the requirement for defining downstream flooding impacts was required for emergency response needs. Specifically for the Moyie River Project Inundation Study, the MSA team brings not only HEC-RAS model development and analysis experience but the technical expertise to understand the dam breach parameters and sensitivity of these parameters on the inundation analysis. Coupled with this is MSA's geographic information system (GIS) experience, which will allow us to quickly and efficiently work with available data resources to develop updated cross-sections downstream of the dam on the Moyie River to be imported into the HEC-RAS model.

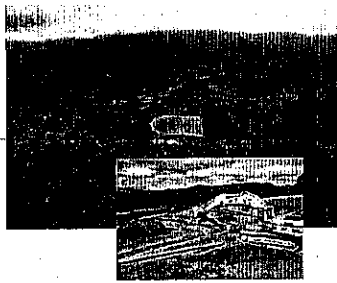
MSA's team provides summaries of this recent experience in the following project descriptions. This experience highlights not only MSA's experience but the experience of this team working together on a recent project.

MCGUIRE RESERVOIR EXPANSION, MCMINNVILLE WATER AND LIGHT, OR



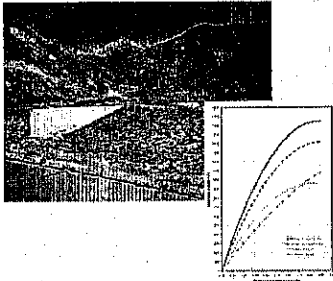
MSA led a multidiscipline engineering team in the completion of preliminary engineering, permitting and final design for the expansion of MW&L's McGuire Reservoir, a project involving the raising of the McGuire Dam by 30 feet and expanding the reservoir pool from 3,600 acre feet to 9,700 acre feet. A dam break analysis and flood routing down the Nestucca River was completed as part of the project. Development of a comprehensive Emergency Action Plan, required based on the "high hazard" rating of the dam. Special monitoring and warning systems were developed as part of a comprehensive emergency action plan, developed cooperatively with Tillamook County and Oregon Dam Safety (WRD). Approximately three miles of roadway reconstruction was required, along with landslide mitigation and other special construction for environmental mitigation, including on-site wetlands construction, fish passage improvements, fish screening improvements and a 30-acre off-site wetland mitigation project.

STONEY MOUNTAIN DAM AND OFF-LINE STORAGE FACILITY, CITY OF SHERIDAN, OR



MSA recently completed the program management, which included the preliminary design, permitting, final design and construction management for the 42-foot high Stoney Mountain earthen embankment impoundment dam for the City of Sheridan, Oregon. MSA led a dam failure and flood routing analysis to develop inundation areas as part of the Oregon Dam Safety Program approval process. The project consisted of constructing an earthfill dam with a storage capacity of 60 million gallons to expand the capacity of the City's existing Stoney Mountain spring and surface water sources. Major project elements included: 1,600 linear feet of raw water transmission piping, 500,000 cubic yards of earthwork, an emergency overflow spillway, inlet and outlet valving structures, and access road construction. The project was permitted through the Oregon Water Resources Department, Oregon Dam Safety Program.

DAM BREACH ANALYSIS & INUNDATION MAPPING: DEER CANYON DEBRIS BASIN DAM, SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT, CA



Tory R. Walker Engineering, Inc. (TRWE) prepared a dam breach analysis and downstream inundation mapping for the Deer Canyon Debris Basin Dam located in San Bernardino County, CA. The purpose of the dam breach analysis was to estimate the range of breach parameters that would likely result from a dam failure. TRWE used a piping failure mechanism in the analysis because the inflow of a 10-year storm event would not overtop the dam. A 10-year storm event was routed through the basin in accordance with OES guidelines. Results of the dam breach parametric analysis indicated that, with a breach side slope of 1H:1V, the final breach base width would be about 50 feet. Breach development time was estimated to be about 0.4 hours. The resulting peak breach discharge from the DAMBRK model was about 2,800 cfs. Flow would be contained within the channel about 3,000 feet downstream of the dam. OES revised their criteria as a result of this project.

MAHR RESERVOIR DAM BREACH ANALYSIS AND INUNDATION MAPPING, CARLSBAD, CA

TRWE prepared parametric evaluation of dam breach parameters and inundation mapping for this San Diego County earthfill dam. Analysis involved similar evaluations and process used for the Deer Creek Debris Basin and Declz Channel Detention Basin project above. Dam breach parameters with a parametric approach and the National Weather Service DAMBRK model was used to perform a sensitivity analysis and to map the downstream inundation.

PRAIRIE CREEK DRAINAGE IMPROVEMENTS, CITY OF ARLINGTON, WA



MSA was retained by the City to develop a two phase work program to reduce the flooding impacts and improve hydraulic function and fish passability within Prairie Creek that has been facing periodic flooding. Upstream land development has increased peak flow rates impacting businesses within the City of Arlington. The first phase determined the hydraulic response of the stream channel through hydrologic basin modeling and hydraulic stream analysis using HEC-RAS. Cross-sections were developed from available aerial imagery using GIS tools. Interim and permanent mitigation measures were developed through this process. The second phase includes permitting, environmental reviews, and final design tasks to produce construction plans, specifications and estimates for the recommended stream and culvert improvements. Tory Walker provided senior technical review on this project.

PROPOSED APPROACH – To meet the requirements defined by FERC for an updated Moyie River Project Inundation Study, MSA is proposing the following outline for the scope of work to be completed:

- A field visit of the dam site and potentially affected downstream channel reach.
- Collect pertinent data, including: hydrologic data, hydraulic data, topographic mapping, and previous studies already not provided.
- Review existing dam breach parameters and the 1998 downstream inundation modeling for incorporation in the HEC-RAS model.

- Develop the additional cross-sections at 200-foot intervals along the Moyie River through the Twin Rivers Campground using available aerial topography.
- Prepare inundation maps in accordance with Chapter 6, *Emergency Action Plans* of FERC's *Engineering Guidelines for the Evaluation of Hydropower Projects*.
- Meet with the City to discuss results.
- Prepare a technical memorandum summarizing the analysis.

Task Description and Deliverables: The three tasks needed to complete the scope of work as defined in the request for proposal are described in detail below.

Task 1 – Kickoff/Field Review and Data Collection

- MSA will meet with the City to kickoff the project, discussing project objectives in further detail, reviewing available data and sources for additional data. It is assumed that a meeting with FERC is not required.
- MSA team members will perform a site visit to observe the dam and the downstream areas (Twin Rivers Campground and Kootenai River confluence). The site visit will enable MSA to make observations relative to the inundation modeling.
- The City will supply any additional hydrology information beyond the two previous studies. The City will assist in coordinating with the Department of Homeland Security for the available high quality aerial imagery. MSA will also leverage GIS data available through State and Federal data warehouses.

Task 2 – Inundation Study and Map Preparation

- MSA will perform an inundation study based on the parameters for the dam failure hydrograph, 1998 HEC-2 model input criteria and updated cross-sectional information to meet the FERC requirements. Aerial imagery will be used to develop topographic information along with the site review to generate model cross-section data and prepare inundation maps.
- MSA will review the previously developed cross-sections to determine the extent the new cross-sections need to cover and to determine if there are any variations from the previous information.
- MSA will use the dam break flood wave previously developed and route it with the HEC-RAS model for the reach immediately downstream through the Twin Rivers Campground. The HEC-RAS model will determine time to arrive, time to peak flooding, maximum flood elevation, delta flood elevation, and peak flow. The flood wave will be routed until the flows are absorbed by a large body of water, which is assumed to occur at the Kootenai River.
- Based on the results of the flood routing, MSA will delineate on appropriate scale maps the limits of downstream flooding. Maps will be

MSA will leverage Tory Walker's extensive experience and build off the close working relationship our firms have had on recent projects to efficiently complete the inundation study meeting FERC's requirements.

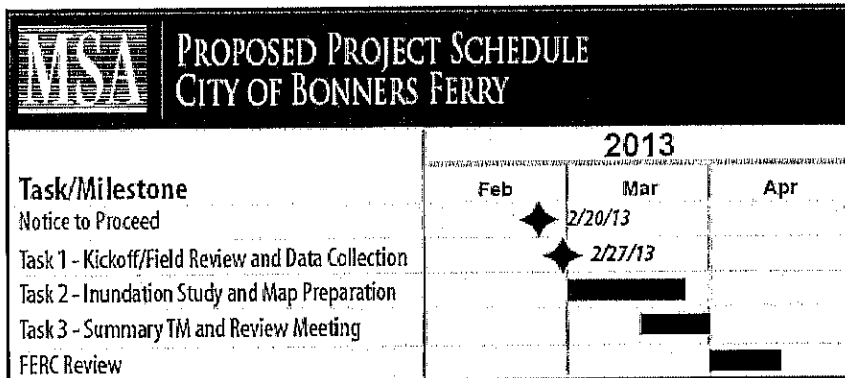
prepared in accordance with FERC requirements. Time for the flood to arrive, time to peak flooding, maximum flood elevation, delta flood elevation, and peak flow will be noted on the maps as well.

Task 3 – Summary Technical Memorandum and Review Meeting

- Prepare a three page summary technical memorandum (TM) for the inundation study to summarize the project, the approach, assumptions, methods, and results of the study. The summary report will include tables, figures, inundation maps and details necessary to explain the inundation study results and reference the previous 1998 Inundation of Campground at Confluence of Moyie and Kootenai Rivers Memorandum.
- MSA will meet with the City to discuss the results of the inundation study and will provide two (2) copies of the summary TM to the City along with five (5) copies of each inundation map. PDF versions of the inundation maps will be created to allow for electronic transfer of the maps to FERC and other agencies as required. MSA will also provide the GIS and HEC-RAS model information electronically for the City's records.
- MSA will address any follow-up questions/coordination that is required for acceptance by FERC. This is assumed to be limited to minor updates to the inundation maps or adding additional clarifications to the summary report.

Assumptions: With this proposal, MSA assumes that review of the work products will be consistent with FERC's January 3, 2013 conference call defining the project scope with the City for the update of the inundation study. Additionally, MSA will follow the inundation map development requirements that are applicable, as defined in Chapter 6, *Emergency Action Plans* of FERC's *Engineering Guidelines for the Evaluation of Hydropower Projects*. It is assumed that FERC's required deliverable will be a hardcopy of the inundation maps, with the summary report including assumptions and updated cross-sectional information. MSA also assumes that information required for the inundation study and map development, including data and base mapping, will be available through coordination with the City and Department of Homeland Security or available through other State or Federal resources. This proposal does not include the purchase of aerial or topographic information or the field survey effort to obtain it. All data requests will be provided by the City in a timely manner.

Schedule and Proposed Budget: The proposed project schedule is presented below. MSA is proposing to complete the inundation study by the end of March 2013 for submittal to FERC if the notice to



proceed can be given in February 2013. MSA will make every effort to complete the work in a timely manner, provided delays by factors beyond our control do not occur. An updated schedule will be provided to the City at the kick-off meeting and modified, as required, as the project progresses.

MSA's team proposes to complete this work for \$16,100, on a time and expense basis. The budget will be a "not-to-exceed" amount and is based on the scope of work that has been presented, and will not be exceeded without approval and written authorization by the City. Budget estimates are based upon MSA's current Schedule of Charges, which will be provided as required during contracting of this work.

MSA views communication as a critical element for success on our previous projects and will bring the same approach to this effort. We realize the City needs a partner that will provide cost-efficient, effective and supportive service. **We serve utilities across a wide geography and know face-to-face meetings are important. We therefore have a business model where we do not charge our clients for travel time and would extend that same policy toward the City.**

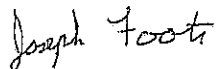
The MSA team takes great pride in the work we do for our public utility clients. The following references understand our experience with inundation studies and open channel modeling, and we encourage you to contact them.

- Frank Sheridan, City Manager, City of Sheridan, OR – 503.843.2660
- James Kelly, P.E., Public Works Director, City of Arlington, WA – 360.403.3505
- Annesley Ignatius, Director of Operations, San Bernardino County Flood Control District, CA – 909.387.7913 (Tory Walker Specific Reference)
- Mr. Chris Peterschmidt, P.E., Engineering Manager, City of Spokane – Water Department, Spokane, WA – 509.625.7803 (General reference for MSA's Spokane Office Services)

Thank you for the opportunity to provide this proposal. Please contact Mr. Foote directly (509.321.3040) with any questions.

Sincerely,

Murray, Smith & Associates, Inc.



Joseph Foote, P.E.
Senior Engineer



MURRAY, SMITH & ASSOCIATES, INC.
ENGINEERS | PLANNERS

JOSEPH FOOTE, P.E. PROJECT MANAGER



CAREER SUMMARY

Mr. Foote provides engineering experience on a broad range of planning, design and construction projects. The majority of his time has been spent supporting municipal and other government agencies on water, wastewater and stormwater projects across the Northwest. Mr. Foote spent over 12 years working for a large multi-national engineering firm before joining MSA in 2011. Many of Mr. Foote's projects come as follow on support, due to his ongoing commitment to exceptional client service.

POSITION/TITLE

Senior Engineer, Associate

YEARS OF EXPERIENCE

15

EDUCATION

BS, Engineering, Walla Walla College

REGISTRATION

Civil Engineer, States of Washington, Idaho and Montana

PROFESSIONAL ACTIVITIES

American Society of Civil Engineers
American Water Works Association
Project Management Institute
Toastmasters International

KEY EXPERTISE

- Water Conservation and Resource Planning
- Stormwater and Drainage Design
- Hydraulic Modeling
- Water Master Planning
- Collection System Planning
- Pump and Pipeline Design
- Well Design
- Storage Tank Design
- Irrigation System Design
- Construction Services

EXPERIENCE OVERVIEW

Mr. Foote has provided a wide range of planning level support on water, wastewater and stormwater projects during his career. A large portion of his work has been focused on water supply, distribution and collection infrastructure components, including the design of pumps, pipes and wells for many utilities across the Pacific Northwest. Mr. Foote also has water resource planning, specifically related to creek diversion dams on the West Fork Milo Creek Diversion project. His water resource experience includes HEC-RAS and other drainage software products. Other project support includes cost estimating and experience coordinating other project disciplines such as structural, electrical, geotechnical and permitting.

KEY PROJECT EXPERIENCE

- West Fork Milo Creek Diversion, USEPA, Kellogg, ID
- South of I-90 Hydraulic Analysis, U.S. Environmental Protection Agency, Bunker Hill Superfund Site, ID
- Transmission Piping System Hydraulic Analysis, McMinnville Water and Light, McMinnville, OR
- Reservoir and Transmission Main Analysis, City of Dallas, OR
- Computerized Water Distribution System Hydraulic Model, City of Spokane, WA
- Lateral 41-1 Design, Glenn Colusa Irrigation District, CA
- Headworks Structure Flood Repair, Union Gap Irrigation District, WA
- Ash Pond Closure Stormwater Facility Design, Potlatch Corporation, Lewiston Facility, ID
- Drainage Design for Swamp Creek, Washington State Department of Transportation (WSDOT), North King County, WA
- Glenaire Drive Stormwater Pipe System, Spokane County, WA
- Eugene Starr Complex Stormwater Analysis, Bonneville Power Administration, The Dalles, OR



MURRAY, SMITH & ASSOCIATES, INC.
ENGINEERS | PLANNERS

JAMES L. HELTON, P.E. PRINCIPAL-IN-CHARGE



CAREER SUMMARY

Mr. Helton joined Murray, Smith & Associates, Inc. (MSA) as a senior engineer in 1994 after serving as project engineer and principal engineer with Cunningham Associates, Inc. for 19 years. He is experienced in all facets of civil engineering for public works projects, project administration, project management, project programming, quality assurance, standards development, environmental, land use permitting, coordination with government agencies, and grant and loan programs. Mr. Helton was named a senior vice president of the firm in 2008.

POSITION/TITLE

Senior Vice President

YEARS OF EXPERIENCE

37

EDUCATION

BS in Civil Engineering, Gonzaga University
Graduate Studies, Portland State University

REGISTRATION

Civil Engineer in the States of Oregon & Washington
Registered Environmental Engineer, Oregon
Certified Water Right Examiner, Oregon

PROFESSIONAL ACTIVITIES

American Society of Civil Engineers
American Water Works Association
Water Environment Federation
Construction Specifications Institute
Trustee, Pacific Northwest Consulting
Engineers Health & Welfare Trust

KEY EXPERTISE

- Reservoirs
- Intake Pump Station & Piping
- Environmental Permitting
- Water Rights
- Stormwater System Planning & Analysis
- Stormwater Treatment & Pump Station Design
- Permitting
- Computer Hydraulic & Hydrologic Modeling
- Quality Assurance/Quality Control

EXPERIENCE OVERVIEW

Mr. Helton has extensive experience in planning, design and implementation of municipal water projects including master planning, hydraulic modeling, instrumentation and controls, specification writing, cost estimating, and construction management. In addition to providing project management and project design services, Mr. Helton serves as technical advisor, coordinates and performs quality assurance and quality control functions, and oversees standards development for most of the major water projects designed by MSA.

Mr. Helton provided senior review as a technical advisor on the McGuire Reservoir Expansion and Stoney Mountain Off-line Reservoir Emergency Action Planning projects. This work included inundation studies to determine areas of impact.

KEY PROJECT EXPERIENCE

- McGuire Reservoir Expansion, McMinnville Water & Light, McMinnville, OR
- Stoney Mountain Off-Line Reservoir, City of Sheridan, OR
- Bull Run Dam No. 2 Stilling Basin Rehabilitation, City of Portland Water Bureau, OR
- Clackamas River Intake, Raw Water Transmission Main, Division Street Pump Station Modifications, South Fork Water Board, Oregon City, OR
- Viaduct Replacement Project Water Mains Relocations (MLK Blvd.), City of Portland Water Bureau, OR
- Walter Link Dam Repairs and Outlet Tunnel Rehabilitation, McMinnville Water and Light, McMinnville, OR
- Drainage and Flood Control Improvements, Consolidated Diking Improvement District No. 1, City of Longview, WA
- Drainage Basin Modeling and Report on Pumping Requirements, Sandy Drainage District, Multnomah County, OR



MURRAY, SMITH & ASSOCIATES, INC.
ENGINEERS | PLANNERS

SAURABH THAPAR, P.E. HYDRAULIC MODELING/GIS



CAREER SUMMARY

Mr. Thapar has eleven years of experience in computational hydraulics, hydrology, and environmental fluid mechanics; water, wastewater, storm water, and recycled water master plans; hydraulic modeling of water, wastewater, stormwater, and recycled water systems; water demand and sewer flow projections; Geographic Information System (GIS) based data analysis.

POSITION/TITLE

Civil Engineer

YEARS OF EXPERIENCE

11

EDUCATION

MS, Civil & Environmental Engineering, San Diego State University
BS, Agricultural Engineering, Punjab Agricultural University, Ludhiana, India

REGISTRATION

Civil Engineer, State of California

PROFESSIONAL ACTIVITIES

American Society of Civil Engineers

KEY EXPERTISE

- Hydrologic & Hydraulic Modeling
- Water Supply Planning & Development
- Distribution System Master Planning
- Hydraulic Modeling & Analyses
- Stormwater Basin Analysis & Master Planning
- On-Site Detention, Retention & Water Quality Analysis & Design
- Drainage Piping & Culvert Design

HYDRAULIC & HYDROLOGIC MODELING SOFTWARES

Stormwater	Sewer	Water
ArcScene	EPA SWMM	EPA NET
ArcGIS	Info SWMM	H2OMap Water
HEC-RAS	InfoSEWER	H2O Net
AGWA	H2Omap Sewer	WaterCAD
HEC-GeoRAS	Sewer CAD	
WMS		
EPA SWMM		
InfoSWMM		

KEY PROJECT EXPERIENCE

- Prairie Creek Drainage Improvements, City of Arlington, WA
- El Camino Memorial Park HEC RAS Analysis, San Diego, CA
- Newport Boulevard Hydraulic Modeling Study, Irvine Ranch Water District, CA
- Copley Press Development Hydrology Study, La Jolla, CA
- Hydraulic Grade Line (HGL) Calculation for Pipeline Design, Cities of Laguna Beach and Rancho Mirage, Yucaipa Valley Water District, Mountainview Power, Padre Dam Water District, County of San Diego, Lee Lake Water District, and Seeley County Water District, CA
- System Head Curve Preparation for Pump Selection, City of Laguna Beach, South Orange County Wastewater Authority, Cuyama Community Services District, El Toro Water District, Seeley County Water District, Inland Empire Utilities Agency, County of San Diego, Lee Lake Water District and Coachella Valley Water District, CA
- Feasibility Report, Joshua Basin Water District, CA
- 5 Peaks Hydrologic and Hydraulic Study, City of Rancho Mirage, CA
- Weldon Solar Project Hydrology Study, Kern County, CA
- Surge Analysis for a 24" PVC Recycled Water Pipeline, Las Virgenes Municipal Water District, CA
- Walnut Avenue Drainage Study, City of Placentia, CA



TORY R. WALKER ENGINEERING, INC. WATER RESOURCES PLANNING & ENGINEERING

TORY R. WALKER, PE, CFM, LEED GA

POSITION: Project Manager & Principal-In-Charge

COMPANY: Tory R. Walker Engineering, Inc.

BACKGROUND:

- Widely recognized expert, over 28 years of experience in water resources planning and engineering
- Provides services to a broad range of public and private industry clients in California, Oregon, Washington, Arizona, and Nevada
- Directed numerous floodplain studies for natural and urban stream systems, which included elements of sediment transport analysis, bridge scour analysis, floodway encroachment and unsteady flow analysis
- Prepared seven dam break inundation studies
- Conducted hundreds of hydrologic studies, including preparation of regional drainage master plans and hydrologic model calibrations
- Analyzed and designed numerous hydraulic structures, including stream stabilization structures, embankments, channels, culverts, and detention, retention, and debris basins
- Participated in the development of the Orange County & San Bernardino County Hydrology Manuals, the San Diego County Drainage Design Manual, and the San Diego County Hydromodification Management Plan
- Member of American Society of Civil Engineers, Floodplain Management Association, Association of State Floodplain Managers, International Erosion Control Association, American Public Works Association and Building Industry Association

- Registered Civil Engineer, California (No. 45005)
- Registered Civil, Environmental Engineer, Oregon (No. 16313)
- Registered Civil Engineer, Washington (No. 29503)
- Certified Floodplain Manager (No.US-08-03678)
- Certified Water Right Examiner, Oregon (No. 344)
- LEED Green Associate, USGBC

EDUCATION:

B.S., Civil Engineering, University of California, Irvine, California

B.A., Engineering-Physics, Westmont College, Santa Barbara, California

RELEVANT EXPERIENCE & PROJECTS:

- Ventura County Dam Breach Analyses & Inundation Mapping - Ventura County, California
- San Bernardino County Dam Breach Analyses & Inundation Mapping - San Bernardino, California
- Mahr Reservoir Dam Breach Analysis and Inundation Mapping - Carlsbad, California
- Prairie Creek Drainage Improvements - City of Arlington, Washington
- Emergency Storage Project - San Diego County Water Authority
- Water Management Study - Grants Pass Irrigation District, Oregon
- Water Resources Management Plan - Marion County, Oregon
- Expert Testimony for Angell Brothers Rock Quarry - Multnomah County, Oregon
- 2011 Oceanside Master Plan of Drainage - Oceanside, California

RELEVANT PUBLICATIONS:

Walker, T.R. and Jamieson, S.L. "Dam Breach Analyses for Flood Control Dams"; Floodplain Management Association Spring Conference, March 1999

Notice
Fee Increase Hearing

The City of Bonners Ferry will meet on March 5, 2013 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new/increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

1. Sewer rates increasing from \$21.00 to \$21.63 per equivalent dwelling unit. The reasons for the proposed sewer rate increases are to cover the costs of operating the system and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

2. Water rates increasing as follows:

	Meter Size	Metered Rate	Non Metered Rate
Residential	1" and under	from \$40.14 to \$42.15	
Residential	1.5"	from \$73.09 to \$76.75	
Commercial/Industrial	1" and under	from \$40.14 to \$42.15	from \$64.77 to \$68.01
Commercial/Industrial	1.5"	from \$97.37 to \$102.24	from \$64.77 to \$68.01
Commercial/Industrial	2"	from \$125.96 to \$132.26	from \$94.86 to \$99.60
Commercial/Industrial	3"	from \$162.86 to \$171.00	from \$177.86 to \$186.75
Commercial/Industrial	4"	from \$320.54 to \$336.57	from \$257.03 to \$269.88
Commercial/Industrial	6"		from \$711.46 to \$747.03

Water per cubic foot charge increasing from \$.01613 to \$.01694

Fire Lines increasing from \$9.49 to \$9.97 per inch per month

Check Meters increasing from \$40.14 to \$42.15 per month

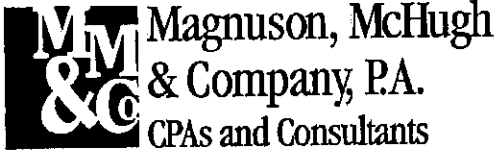
Unused Service increasing from \$34.02 to \$35.72 per month

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

3. Increase Business License Fees from a \$10.00 fee to a \$25.00 initial fee and \$10.00 annual renewal fee. The reason for the increase is to offset the costs of issuing business licenses.
4. Increase swim lesson fees from \$20.00 to \$25.00 for city residents and from \$20.00 to \$30.00 for non city residents. Implement a daily rate for the swimming pool of \$1.00 per day per person. Establish a swimming pool season pass of \$5.00 for city residents and \$10.00 for non city residents. Swim lesson participants automatically receive a season pass. The reasons for the swimming pool fee increases are to offset costs of operating the city pool.
5. Electric security deposits \$200 per residential customer. The reason for this is to make all electric residential deposits the same rather than having a differential for those with gas heat.

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

Please publish: February 21, 2013
February 28, 2013



INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Honorable Mayor and City Council
City of Bonners Ferry, Idaho 83805

Compliance

We have audited City of Bonners Ferry, Idaho's compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the City of Bonners Ferry, Idaho's major federal programs for the year ended September 30, 2011. City of Bonners Ferry, Idaho's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of City of Bonners Ferry, Idaho's management. Our responsibility is to express an opinion on the City of Bonners Ferry, Idaho's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City of Bonners Ferry, Idaho's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City of Bonners Ferry, Idaho's compliance with those requirements.

In our opinion, City of Bonners Ferry, Idaho, complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2011. However the results of our auditing procedures disclosed instances of non-compliance with those requirements, which are required to be reported in accordance with OMB Circular A-133 and which are described in the accompanying schedule of findings and questioned cost as items 2011-1.

Internal Control Over Compliance

Management of the City of Bonners Ferry, Idaho, is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the City of Bonners Ferry, Idaho's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of City of Bonners Ferry, Idaho's internal control over compliance.

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVERCOMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133 (CONTINUED)

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

The City of Bonners Ferry, Idaho's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the City of Bonners Ferry, Idaho's response and, accordingly, we express no opinion on it.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Bonners Ferry, Idaho, as of and for the year ended September 30, 2011, and have issued our report thereon dated September 7, 2012, which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying schedule of expenditures of federal awards is presented for the purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

This report is intended solely for the information and use of Management, City Council, others within the entity, and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Magnuson, McHugh & Company, P.A.

Magnuson, McHugh & Company, P.A.

February 4, 2013

City of Bonners Ferry

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For the year ended September 30, 2011

<u>Program Title</u>	<u>Federal CFDA Number</u>	<u>Federal Expenditures</u>
<u>Passed through the State of Idaho:</u>		
<u>Department of Transportation:</u> State and Community Highway Safety	20.600	\$ 13,898
<u>Military Division:</u> Homeland Security Grant Program	97.067	7,110
<u>Direct:</u>		
<u>United States Department of Agriculture:</u> Water and Waste Disposal Systems for Rural Communities	10.760	1,290,046
<u>Department of Energy:</u> Energy Efficiency and Conservation Block Grant	81.128	46,782
<u>Department of Education:</u> State Stabilization LHTAC Grant	84.397	<u>4,165</u>
Total		<u>\$1,362,001</u>

City of Bonners Ferry

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS For the year ended September 30, 2011

NOTE 1: BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of the City of Bonners Ferry and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

NOTE 2: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in OMB Circular A-87, *Cost Principles for State, Local, and Indian Tribal Governments*, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Pass-through entity identifying numbers are presented where available.

City of Bonners Ferry

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
September 30, 2011

Section I - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified? Yes No
 - Reportable condition(s) identified that are not considered to be material weakness(es) Yes None reported
- Noncompliance material to financial statements noted? Yes No

Federal Awards

Internal control over major programs:

- Material weakness(es) identified? Yes No
- Reportable conditions(s) identified that are not considered to be material weakness(es)? Yes None reported

Type of auditor's report issued on compliance for major programs: Qualified

Any audit findings disclosed that are required to be reported in accordance with section 510(a) of Circular A-133? Yes No

Identification of major programs:

CFDA Number(s)

Name of Federal Program or Cluster

10.760

Water and Waste Disposal Systems for Rural Communities

Dollar threshold used to distinguish between type A and type B programs: \$300,000

Auditee qualified as low-risk auditee? Yes No

City of Bonners Ferry

SCHEDULE OF FINDINGS AND QUESTIONED COSTS September 30, 2011

Section II - Findings – Financial Statement Audit

No findings were reported.

Section III - Findings and Questioned Costs – Major Federal Award Programs Audit

Finding 2011-1:

Criteria:

The Single Audit reporting package should be submitted no later than nine months after the City's fiscal year.

Condition:

The City is beyond the nine month deadline for submission of this reporting package.

Cause:

This is the result of the misunderstanding by the City of the need to have a Single Audit in the year of bond funding on a water project. This caused both the City and the City's auditor to erroneously conclude that a Single Audit did not apply for the fiscal year ending September 30, 2011. The error was discovered by the Agency charged with oversight for the loan program, but the Single Audit reporting deadline had already passed.

Effect:

The City will be unable to be considered a low-risk auditee in their next single audit cycle; therefore increasing the scope of work or programs that may have to be audited.

Recommendation:

The City should annually make inquiry with all federal funding sources (including loan sources) regarding whether a Single Audit is required for that particular year.

City Response and Corrective Action Plan:

The City will implement the above recommendations.

Section IV – Summary of Prior Year Audit Findings Relating to Federal Awards

The same finding was noted in the fiscal year ending September 30, 2008 Single Audit, this is the most recent Single Audit period. It is noted that the City is aware of this requirement and had implemented procedures to ascertain that it would meet required deadlines in subsequent years. Had the City understood that they had a requirement in the fiscal year ending September 30, 2011, they would have taken significant measures to ensure that they had met this deadline.

Stephen Boorman

From: Stephen Boorman [sboorman@bonnersferry.id.gov]
Sent: Monday, February 11, 2013 1:18 PM
To: George Eskridge (geskridg@house.idaho.gov); Eric Anderson (eanderso@house.idaho.gov)
Cc: Shawn Keough (shawn@shawnkeough.com); Justin Ruen; 'Will Hart'; 'Andrakay Pluid'; 'Dave Sims (davids@bonnersferry.id.gov)'; 'Dave Anderson (danderson@bonnersferry.id.gov)'
Subject: House Bill 94 - Local Improvement Districts (LIDs)

George and Eric:

The Subject Bill does cause some significant concern for us as a City. There are three changes proposed by Representative Morse. Following are my thoughts on these changes:

1. The significant change in process whereby there is 30 days after the public hearing for protest to be submitted creates a strange new process. It is unlike any other land use process that I am aware of.
2. The change of a 2/3rds protest threshold to a 50% does make it harder to implement an LID. The proposed language is very vague and will likely create conflict. The bill does not state if this is 50% by LID dollar levy, number of property owners, number of parcels, 50% of the front feet, or 50% of the square feet of property.
3. The third change is the one that gives me the most concern. This is the requirement to do an appraisal/assessment. I would have to guess that this comes from Mr. Morse's profession as an appraiser. This requirement seems to me to guarantee conflict and lawsuits. The proposed language does not say who does the assessment, if this assessment is based on current value or value over a planning window of multiple years. It does not address the inevitable issue of what happens when the appraisal done by the property owners is significantly different than the appraisal from the City's appraiser. At the end of the day an appraisal is not an exact science, it is a prediction of what somebody will pay for a parcel of property in the future, based on history. While Representative Morse is a very good appraiser, who we have used, I think appraisals are the wrong tool for this application.

Thanks
Stephen Boorman
City of Bonners Ferry

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 94

BY REVENUE AND TAXATION COMMITTEE

AN ACT

1 RELATING TO LOCAL IMPROVEMENT DISTRICTS; AMENDING SECTION 50-1707, IDAHO
2 CODE, TO ESTABLISH PROVISIONS RELATING TO A FINDING BY THE COUNCIL THAT
3 COSTS IMPOSED UPON PROPERTY OWNERS MUST BE EXCEEDED BY BENEFITS DE-
4 RIVED BY PROPERTY OWNERS IN INCREASED PROPERTY VALUE, TO PROVIDE THAT
5 NO PROPERTY ASSESSMENT SHALL EXCEED THE MEASURABLE BENEFITS DERIVED BY
6 A PROPERTY OWNER AND TO PROVIDE THAT A PROPERTY OWNER MAY APPEAL A FINAL
7 ASSESSMENT; AMENDING SECTION 50-1709, IDAHO CODE, TO REVISE PROVISIONS
8 RELATING TO THE FILING OF A PROTEST, TO REVISE PROVISIONS RELATING TO
9 THE COUNCIL'S CONSIDERATION OF PROTESTS, TO PROVIDE AN EXCEPTION TO
10 THE FINALITY OF A COUNCIL DECISION, TO REVISE PROVISIONS RELATING TO
11 WHEN THE COUNCIL MAY DELETE IMPROVEMENTS OR PROPERTY ORIGINALLY CONTEM-
12 PLATED IN THE NOTICE, TO REVISE PROVISIONS RELATING TO WHEN THE COUNCIL
13 SHALL NOT PROCEED WITH WORK PROTESTED, TO PROVIDE FOR AN APPEAL AT A
14 LATER HEARING, TO REVISE PROVISIONS RELATING TO WRITTEN PROTESTS AND
15 WHEN THE GOVERNING BOARD SHALL NOT BE ALLOWED TO PROCEED WITH THE CRE-
16 ATION OF THE DISTRICT FOR A PERIOD OF TIME, TO REVISE MATTERS THAT THE
17 CITY COUNCIL OR BOARD OF COUNTY COMMISSIONERS SHALL TAKE INTO CONSIDER-
18 ATION IN CONSIDERING THE CREATION OF THE PROPOSED DISTRICT AND TO MAKE
19 TECHNICAL CORRECTIONS; AND AMENDING SECTION 50-1710, IDAHO CODE, TO
20 REVISE PROVISIONS RELATING TO CERTAIN FINDINGS AND TO REVISE PROVISIONS
21 RELATING TO A METHOD OF ASSESSMENT.
22

23 Be It Enacted by the Legislature of the State of Idaho:

24 SECTION 1. That Section 50-1707, Idaho Code, be, and the same is hereby
25 amended to read as follows:

26 50-1707. RESOLUTION OF INTENTION TO CREATE DISTRICT. Upon the filing
27 of a petition or upon initiation of a district by council action, the council
28 shall at a regular or special meeting adopt a resolution giving notice of its
29 intention to create the district, to make the improvements and to levy as-
30 sessments to pay all or a part thereof. The notice shall contain:

31 (a) A description of the boundaries of the district to be created and
32 the property to be assessed, sufficient to inform the owners thereof that
33 their property is to be assessed.

34 (b) A general description of the improvements contemplated together
35 with an estimate of the total cost and expenses of the same and a statement
36 of the percentage or other calculation of the total cost and expenses of the
37 improvements which will be paid from a levy of assessments on property bene-
38 fited and the percentage or calculation of the total costs and expenses which
39 will be paid from the general funds of the municipality or from such other
40 source specified in the notice.

41 (c) A statement that the costs and expenses of the improvements will
42 be assessed against the lots and lands specially benefited by such improve-

1 ments, except as provided in section 50-1705, Idaho Code, and included in
 2 the district to be created according to a front foot method, or a square foot
 3 method, or a combination thereof, or in proportion to the benefits derived
 4 to such property by said improvements, or by another method agreed to by all
 5 property owners to be assessed, and the council shall state the method so de-
 6 termined in said notice.

7 (d) A finding by the council that, whichever method of assessment or
 8 combination of methods are selected, costs imposed upon the property owners
 9 in the district must be exceeded by benefits derived by the property owners
 10 in increased property value. No property assessment shall exceed the mea-
 11 asurable benefits derived by the property owner. A property owner may appeal
 12 to the district court any final assessment if the costs imposed exceed the
 13 benefits derived.

14 (e) A statement that the district is to be a modified district within
 15 the meaning of this act, if the same is true, and the boundaries of such modi-
 16 fied district shall be given.

17 (ef) A statement of the time within which and the place at which
 18 protests shall be filed and of the time and place at which the council will
 19 conduct a public hearing to consider such protests.

20 SECTION 2. That Section 50-1709, Idaho Code, be, and the same is hereby
 21 amended to read as follows:

22 50-1709. PROTESTS AND HEARING. Any owner of property to be assessed in
 23 the proposed local improvement district described in the notice of intention
 24 shall have the right, in advance of the hearing and up to thirty (30) days
 25 after the hearing, to file in writing a protest to the creation of the dis-
 26 trict or making any other objections in relation thereto. At the date, time
 27 and place specified ~~in~~ after the notice of intention to create the district,
 28 and after consideration of protests filed after the hearing, the council
 29 shall in open and public session consider all protests which have been filed
 30 in writing ~~in advance of the hearing~~, and the hearing may be adjourned from
 31 time to time to a fixed future time and place for the same until all such
 32 protests have been heard. The decision of the council as to all protests
 33 shall be conclusive and final, ~~and if it~~ unless the costs and project designs
 34 change from what is disclosed and represented to the property owners within
 35 the district. If the council should so determine, the council may delete any
 36 improvements or any property which had originally been contemplated in the
 37 said notice. If owners of more than ~~two-thirds (2/3)~~ fifty percent (50%) of
 38 the property to be assessed protest any of the proposed improvements which
 39 affect their property, the council shall not proceed further with the work
 40 so protested ~~unless a majority of the members of the full council shall vote~~
 41 ~~to proceed with such work.~~ The vote on the hereinafter mentioned ordinance
 42 creating the improvement district shall constitute the vote as to whether or
 43 not the council will proceed. Any property owner who fails to file a protest
 44 within the time specified, or having filed one withdraws said protest, shall
 45 be deemed to have waived any objection to the creation of the district, the
 46 making of the improvements, and the inclusion of his property in the dis-
 47 trict. Such waiver shall not preclude his right to object to or appeal the
 48 amount of the assessment at the later hearing provided for such purpose.

1 In cases where the creation of a local improvement district has been
 2 proposed by the governing board of an entity other than a city council or
 3 board of county commissioners, and where written protests are filed and
 4 sixty more than fifty percent (65%) of the resident owners or the owners
 5 of two-thirds (2/3) of the lots and lands subject to assessment within such
 6 proposed improvement district have submitted or signed such protests, the
 7 governing board of the governmental entity proposing the local improvement
 8 district shall not be allowed to proceed with the creation of the district
 9 for a period of one hundred eighty (180) days. During this one hundred eighty
 10 (180) day period, the city council shall act as a review board for as much
 11 of the proposed district as is situated within the boundaries of the city,
 12 and the board of county commissioners shall act as a review board for that
 13 portion of the proposed local improvement district as is situated within the
 14 unincorporated portion of the county. As a review board, the city council
 15 or board of county commissioners shall review the record of the proposal,
 16 including conformance with procedural provisions of law. The city council
 17 or board of county commissioners shall also evaluate the necessity or de-
 18 sirability of the proposed district, and shall take into consideration the
 19 creation of the proposed local improvement district as it relates to the
 20 following:

21 (a) ~~¶~~The health, safety and welfare of the residents of the proposed
 22 district, or of persons having the necessity to travel through the district;
 23 and

24 (b) ~~¶~~The financial impact of the creation and implementation of the ob-
 25 jectives of the proposed district upon the property owners within the pro-
 26 posed district, especially in light of projects recently undertaken or con-
 27 templated for the near future within the district; and

28 (c) The benefits derived by the property owners. Such benefits must ex-
 29 ceed the costs imposed by the district, under the procedures provided for in
 30 section 50-1707(d), Idaho Code.

31 After its evaluation, the city council shall approve, modify or reject
 32 the proposal for the creation of a local improvement district for as much of
 33 the proposed district as is situated within the boundaries of the city, and
 34 the board of county commissioners shall approve, modify or reject the pro-
 35 posal for the creation of a local improvement district for as much of the
 36 proposed district as is situated within the unincorporated portion of the
 37 county.

38 SECTION 3. That Section 50-1710, Idaho Code, be, and the same is hereby
 39 amended to read as follows:

40 50-1710. ORDINANCE CREATING IMPROVEMENT DISTRICT AND PROCEDURE FOR
 41 CONSTRUCTION BIDS. If, after the hearing on the creation of the district,
 42 the council finds (a) that the district will be for the best interest of
 43 the property affected and the municipality, (b) that there is reasonable
 44 probability that the obligations of such district will be paid, and (c) the
 45 value cost of the improvements assessed to the property owners is exceeded
 46 by the enhanced property value to each parcel within the proposed district
 47 as required by the provisions of section 50-1707(d), Idaho Code, including
 48 the proposed improvements, is sufficient, it shall then enact an ordinance
 49 providing for such improvements and creating a local improvement district

1 to be called "Local Improvement District No. for, Idaho," which
2 shall include all of the property within said district in accordance with
3 the findings of the council, and said ordinance shall set forth the bound-
4 aries of the district, provide the improvements which shall be made, and
5 state that the total cost and expenses thereof shall be assessed according
6 to the percentage or calculation hereinbefore mentioned on all benefited
7 property in the district by using the method of assessment contemplated in
8 the notice of intention subject to any variation therefrom as a result of
9 the council's determining that the benefits to be derived by certain lots
10 or parcels of property warrant such variations, provided that the method of
11 assessment complies with the provisions of section 50-1707(d), Idaho Code.
12 The council may either purchase, acquire or construct the improvements. The
13 council shall appoint an engineer. If the council elects to construct the
14 improvements, the engineer shall have prepared the necessary plans and spec-
15 ifications for the construction work ordered.

16 Except as hereinafter otherwise provided, the council shall authorize
17 the advertisement for bids therefor by giving notice calling for sealed bids
18 in accordance with the provisions of chapter 28, title 67, Idaho Code.

19 Any acquisition, purchase or construction contract made by a municipal-
20 ity for any improvements authorized by this code shall be made by the council
21 in the name of the municipality upon such terms of payment as shall be fixed
22 by the council. The contract shall be authorized by resolution empowering
23 the authorized officer of the municipality to execute the contract. The res-
24 olution need not set out the contract in full but it shall be sufficient if
25 the resolution refers to a copy of the contract on file in the office of the
26 clerk where it is available for public inspection.

27 Any provision in this local improvement district code notwithstand-
28 ing, if any municipality shall elect to exercise the powers herein granted
29 jointly with any other public agency or agencies as authorized by the pro-
30 visions of section 67-2328, Idaho Code, the improvements as contemplated
31 within the local improvement district may be constructed jointly and as part
32 of a larger project with such other agency or agencies upon the letting of a
33 single contract after compliance with the required bidding procedure for any
34 Idaho public agency jointly participating in the work.

Proposed Legislation for Personal Property Exemption – Issues Addressed in draft legislation

February 11, 2013

Executive Summary

The proposed legislation does the following:

- Exempts personal property over a six year phase out period beginning in 2013
 - Based on current statutory definitions of real and personal property
 - Includes elements of operating property based on percentages attributed to personal property
 - Allows for delay of any phase of exemption by executive order of the Governor
 - Requires locally assessed taxpayers to continue to file lists of personal property annually during the phase out period
 - All personal property that remains taxable during the phase out period is assessed. This includes newly purchased personal property.
- Provides replacement money to taxing districts
 - Based on 2012 personal property tax amounts
 - If personal property tax constitutes an amount less than or equal to 3% of total property tax for any taxing district, there is no replacement. If personal property tax is greater than 3% of total property taxes for any taxing district, the amount over 3% is replaced by the state.
 - Amounts not replaced by the state may be levied by the taxing districts.
 - For non school districts, if levy rate limits are exceeded, the county commissioners may, at their discretion, approve a special levy for that district.
 - School districts may levy for any non replaced amount at their own discretion.
 - Replacement amounts are adjusted downward to reflect expiring voter approved levies
 - Replacement money is subtracted before levies are set, but added back before the following year's 3% increase is calculated.
 - All tax levies are set against all otherwise taxable property; this includes some personal property during the phase out period.
 - Urban renewal districts are not eligible for replacement monies
 - Those with bonds may petition county commissioners for a special levy against only the increment value within a revenue allocation area with a bond as of January 1, 2013. Once so petitioned, county commissioners must make the required levy.

Proposed Legislation for Personal Property Exemption – Issues Addressed in draft legislation

February 11, 2013

Description prepared by Alan Dornfest, Property Tax Policy Supervisor, Idaho State Tax Commission

While the State Tax Commission has no position on the proposed policy change which would exempt personal property from property taxation, we have been asked to provide technical assistance to executive and legislative branch officials who have been working to draft legislation to effect such a change. This document describes the concepts included in the current draft and offers comments.

1. Exemption. The legislation provides for a full exemption of personal property, including equivalent percentage components of operating property. Implementation is completed in 6 phases, with 1/6 of the personal property exempt in 2013, 2/6 in 2014, etc.
 - a. The definition of personal property for the exemption is unchanged (except that in the definition of “fixtures,” “lighting ” is changed to “electricity,” which is broader and more consistent.
 - i. (comment) Personal property does not include:
 1. Net profit of mines
 2. Mobile homes and manufactured housing
 3. Land
 4. Improvements
 5. Standing timber
 6. Motor vehicles
 7. Boats
 8. Recreational vehicles
 9. Aircraft
 - ii. (comment) The definition of personal property continues to be based on the traditional three factor test, which indicates that once movable items that have become part of improvements by incorporation, annexation, or being affixed to the improvements are real property. However, the definition of fixtures (ie: real property) indicates that “...*machinery, equipment or other articles that are affixed to real property to enable proper utilization...*” are not fixtures and, therefore are personal property.

This blurs the line between buildings and "articles that are affixed" to lessen clarity.

- b. There is an allowance, by executive order of the governor, for delay of any phase except for the first 1/6.
 - i. Delay would be one year unless a similar order were to be issued in the following year(s).
 - ii. Delay locks in the most recent percentage exemption, but does not eliminate the exemption or any continuation of replacement monies at the level provided during the most recent phase.
- c. During the phase out period all current taxpayer personal property reporting requirements are retained and new property is rolled on and taxed at its value in a given year (minus the exemption applicable that year).
 - i. (comment) If this were not done, tax shifting and loss due to levy rate limits would increase in unknown amounts due to failure of current replacement and levy limit compensation plans to take lack of roll on of new personal property into account. In other words, existing personal property would continue to depreciate without new property being added and this would, in effect, greatly accelerate the phase in, causing lower than expected personal property values during the phase in years. Replacement dollars are locked in using 2012 as a base and assuming a 1/6 exemption in 2013 (etc.). Similarly, allowances for exceeding levy rate limits are based on the same assumptions about 1/6 exemption (etc.). All of this relies on retention of the current reporting and valuation system.
 - ii. Once the phase out period is concluded, no reporting or application for the exemption is required or expected.

2. Replacement money and tax levies

- a. All taxing districts levying property tax against personal property in 2012 are eligible.
 - i. New districts recognized as established January 1, 2013 or later are not eligible.
 - 1. New districts will levy against any otherwise taxable property, including remaining taxable personal property if they first levy during any phase of the phase out period.
 - ii. Existing districts that did not levy in 2012 are not eligible for replacement monies.
 - iii. Urban renewal districts are not eligible.

- iv. Consolidating taxing districts receive shares based on the sum of the previous districts' shares.
 - v. Dissolved districts' shares remain with the state.
 - vi. New voter approved funds do not qualify (new = any such fund not levied in 2012).
- b. Replacement money is based on the amounts reflected in the 2012 tax commission report for each taxing district.
- i. This report was based on:
 - 1. For locally assessed property, amounts reported by assessors in categories commonly considered to be personal property.
 - a. Property included in the list of ineligible property found in (1)(a)(i) is not intended to generate replacement money and will not, provided it was placed in appropriate categories. (comment) The tax commission cannot determine whether property is in appropriate categories.
 - b. If personal property has been reported by counties in categories considered to be real property categories, the personal property will be exempt, but no replacement money will be computed. (comment) There is potential for this, mostly because of the phrase in the definition of fixtures indicating that items "*...affixed to real property to enable the proper utilization...*".
 - 2. For operating property, including public utilities, railroads, and railcar companies, the percentages previously determined by the tax commission as likely reflecting personal property contributions to value.
 - ii. The report includes the 2011 subsequent and missed property rolls as well as the 2012 property roll and the 2012 operating property roll.
 - iii. Replacement amounts represent amounts by which personal property taxes exceed 3% of total property taxes levied in 2012. The first 3% is deemed "flooring."
 - 1. (comment) Although the first 3% is not to be replaced, shifting, in the form of higher levy rates, will be permitted.
 - a. For non-school districts, if the additional amount exceeds levy limits, the districts will be permitted to petition the county commissioners for a levy limit waiver. If granted, the districts will be permitted to levy a new "flooring replacement levy."

- b. For school districts, the additional amount will be permitted if the district so chooses. The amount, not to exceed the amount certified by the tax commission, is not subject to approval by the county commissioners.
 - c. Counties and districts will be notified of flooring replacement levy dollar amounts by June 1, 2013 and whenever such amount is adjusted (eg: due to expiration of a levy limited voter approved fund, such as a COSA fund).
 - 2. Actual replacement amounts during the phase out period will be start at 1/6 of the eventual total and increase as the exemption phases are implemented.
 - a. (comment) There is an exception for voter approved temporary funds that expire during phase out or in the future. In the year following the final year in which such a fund is levied, the state replacement money will be adjusted downward to what it would have been had the voter approved fund not been in place in 2012.
- c. Replacement money received by any taxing district will be subtracted before levies are set.
 - i. Counties and districts will be notified of amounts by the tax commission by July 1 of each year.
 - ii. Subtraction is required for "exempt" funds (ie: bonds, plant facilities, etc.) as well as non-exempt funds (ie: those subject to 3% cap in 63-802(1)).
 - iii. For following year, 3% cap on the amount by which the property tax portion of a taxing district's budget may increase annually, replacement money related to funds subject to the 3% cap is to be added back before computing 3% limit.
 - 1. (comment) This would be consistent with what is done with agricultural equipment replacement money, except there is no distinction by type of fund for that exemption based replacement money. Replacement money based on the new exemption is to be adjusted downward when voter approved levies existing in 2012 expire. So, only the replacement money related to funds subject to the 3% cap should be added back as described.
 - 2. (comment) The provision for taxing districts to use the highest of the preceding three years property tax budgets as a base should

be retained. Assuming the replacement money is added back before computing the base, this will be consistent with current procedures regarding other replacement money, such as agricultural equipment replacement money.

3. (comment) Any flooring replacement levy related to funds subject to the 3% cap is added into the total budget subject to the following year's 3% cap.
- d. Tax levies are to be set against all otherwise taxable property.
 - i. During the phase out, this ordinarily will include some personal property (clarification – some districts, such as flood control districts do not have authority to levy against personal property at present and this will not change).
 1. This procedure is to be used for new voter approved levies passed during the phase out period. (comment) This avoids creating dis-uniform levies.
 2. (comment) There is no change in this procedure after the phase out is complete.
 - ii. Levies will be set after subtracting replacement money received from the state.
 - iii. The additional flooring replacement levy does not add to budget capacity, but, once approved by the county commissioners (in the case of non-school districts) remains in place at the discretion of the taxing district.
3. Urban renewal districts.
 - a. These districts receive no state replacement monies.
 - b. Upon petition to the county commissioners that a special replacement levy is necessary to make bond payments on existing bonds, the county must levy a special tax against all property comprising the increment value within an existing revenue allocation area of an urban renewal district. All other property in the county is exempt from this levy.
 - c. The maximum dollar amount of this special levy is the amount determined by the tax commission as attributed to personal property that was part of the increment value shown in its 2012 report and is now exempt (based on the appropriate phase of the exemption).
 - d. The tax commission notifies the urban renewal agency and county in early September after receipt of a certification about the bond from the urban renewal agency by late August.

- e. This new levy is exempt from the 3% cap and other limitations of 63-802, so will not affect a county's budget capacity calculations.
- f. This provision is only applicable in the case of urban renewal districts with existing property tax supported bonds as of January 1, 2013.

Chart 1

All PP-Value w/Electrics @55%					
		FY2014 Yr 1		FY2019 Yr 6	
	Urban	State	Shift/Loss	State	Shift/Loss
Flooring	Renewal	15.1	6.9	90.5	41.2
3.0%	Excludes				

Locally Assessed PP-Value Only					
		FY2014 Yr 1		FY2019 Yr 6	
	Urban	State	Shift/Loss	State	Shift/Loss
Flooring	Renewal	8.6	6.6	51.5	39.3
3.0%	Excludes				

All stated in Millions of Dollars.

State = Cost to the state.

Shift or Loss = Amount local taxing entities could either shift to other taxpayers or could lose from their budgets.

Urban Renewal = PP-Amount of \$9 million may be replaced by special levy.

Chart 2

This table shows the amount of state replacement for the locally assessed only and shows a phase in of 6 Years.

Type of District	Locally Assessed State Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
2/8/2013							
County	13,732,221	2,288,703	4,577,406	6,856,109	9,154,812	11,443,515	13,732,221
City	15,688,329	2,614,721	5,229,442	7,844,163	10,458,884	13,073,605	15,688,329
Community Infrastructure	0	0	0	0	0	0	0
School	15,162,320	2,527,053	5,054,106	7,581,159	10,108,212	12,635,265	15,162,320
Ambulance	577,228	96,205	192,410	288,615	384,320	481,025	577,228
Auditorium	0	0	0	0	0	0	0
Cemetery	179,152	29,859	59,718	89,577	119,436	149,295	179,152
Pest	19,355	3,226	6,452	9,678	12,504	16,190	19,355
Fire	1,232,291	205,382	410,764	616,146	821,528	1,026,910	1,232,291
Flood Control	0	0	0	0	0	0	0
Highway	3,509,452	584,909	1,169,818	1,754,727	2,339,636	2,924,545	3,509,452
Hospital	290,368	48,395	96,790	145,185	193,580	241,975	290,368
Jr. College	399,243	66,541	133,082	199,623	266,164	332,705	399,243
Library	363,412	60,569	121,138	181,707	242,276	302,845	363,412
Abatement	196,202	32,700	65,400	98,100	130,800	163,500	196,202
Port	57,898	9,650	19,300	28,950	38,600	48,250	57,898
Recreation	139,914	23,319	46,638	69,957	93,276	116,595	139,914
Sewer	393	66	132	198	264	330	393
S&W	877	146	292	438	584	730	877
Water	0	0	0	0	0	0	0
Watershed	0	0	0	0	0	0	0
Total:	51,548,654	8,591,444	17,182,888	25,774,332	34,365,776	42,957,220	51,548,654

Flooring is @3% and no operating property eligible for exemption.

These reports do not subtract any voter approved funds that expire during the phase in period.

Urban Renewal is not included in this study.

Chart 3

This table shows the amount of tax shift/loss for the locally assessed only and shows a phase in of 6 Years.

Type of District 2/8/2013	Locally Assessed Tax Shift/Loss	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
County	10,788,104	1,798,017	3,596,034	5,394,051	7,192,068	8,990,085	10,788,104
City	11,257,747	1,876,291	3,752,582	5,628,873	7,505,164	9,381,455	11,257,747
Community Infrastructure	0	0	0	0	0	0	0
School	11,085,127	1,847,521	3,695,042	5,542,563	7,390,084	9,237,605	11,085,127
Ambulance	550,641	91,773	183,546	275,319	367,092	458,865	550,641
Auditorium	73	12	24	36	48	60	73
Cemetery	111,640	18,607	37,214	55,821	74,428	93,035	111,640
Pest	19,598	3,266	6,532	9,798	13,064	16,330	19,598
Fire	1,168,208	194,701	389,402	584,103	778,804	975,505	1,168,208
Flood Control	0	0	0	0	0	0	0
Highway	2,549,815	424,969	849,938	1,274,907	1,699,876	2,124,845	2,549,815
Hospital	204,522	34,087	68,174	102,261	136,348	170,435	204,522
Jr. College	735,593	122,599	245,198	367,797	490,396	612,995	735,593
Library	561,213	93,536	187,072	280,608	374,144	467,680	561,213
Abatement	168,295	28,049	56,098	84,147	112,196	140,245	168,295
Port	13,500	2,250	4,500	6,750	9,000	11,250	13,500
Recreation	109,638	18,273	36,546	54,819	73,092	91,365	109,638
Sewer	3,043	507	1,014	1,521	2,028	2,535	3,043
S&W	20,825	3,471	6,942	10,413	13,884	17,355	20,825
Water	1,236	206	412	618	824	1,030	1,236
Watershed	0	0	0	0	0	0	0
Total:	39,348,818	6,558,135	13,116,270	19,674,405	26,232,540	32,790,675	39,348,818

Flooring is @3% and no operating property eligible for exemption.
 These reports do not subtract any voter approved funds that expire during the phase in period.
 Urban Renewal is not included in this study.

Chart 4

This table shows the state replacement for Locally Assessed and includes Operating Property with Electrics @55% and shows a phase in of 6 Years.

2/8/2013	Type of District	Total State Replacement	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
County		27,749,064	4,624,844	9,249,688	13,874,532	18,499,376	23,124,220	27,749,064
City		21,948,804	3,638,134	7,316,268	10,974,402	14,632,556	18,290,670	21,948,804
Community Infrastructure		0	0	0	0	0	0	0
School		26,731,247	4,455,208	8,910,416	13,365,624	17,820,832	22,276,040	26,731,247
Ambulance		1,272,538	212,090	424,180	636,270	848,360	1,060,450	1,272,538
Auditorium		0	0	0	0	0	0	0
Cemetery		405,789	67,632	135,264	202,896	270,528	338,160	405,789
Pest		66,708	11,118	22,236	33,354	44,472	55,590	66,708
Fire		1,520,615	253,435	506,872	760,308	1,013,744	1,267,180	1,520,615
Flood Control		0	0	0	0	0	0	0
Highway		6,799,341	1,133,224	2,266,448	3,399,672	4,532,896	5,666,120	6,799,341
Hospital		845,407	140,901	281,802	422,703	563,604	704,505	845,407
Jr. College		1,108,323	184,720	369,440	554,160	738,880	923,600	1,108,323
Library		1,196,031	199,339	398,678	598,017	797,356	996,695	1,196,031
Abatement		437,214	72,869	145,738	218,607	291,476	364,345	437,214
Port		66,635	11,106	22,212	33,318	44,424	55,530	66,635
Recreation		383,516	63,919	127,838	191,757	255,576	319,595	383,516
Sewer		2,448	408	816	1,224	1,632	2,040	2,448
S&W		1,656	276	552	828	1,104	1,380	1,656
Water		3,457	576	1,152	1,728	2,304	2,880	3,457
Watershed		0	0	0	0	0	0	0
Total:		90,538,793	15,089,800	30,179,600	45,269,400	60,359,200	75,449,000	90,538,793

Flooring is @3% and operating property, with electrics @55% is eligible for exemption. These reports do not subtract any voter approved funds that expire during the phase in period. Urban Renewal is not included in this study.

Chart 5

This table shows the tax shift for Locally Assessed and Includes Operating Property with Electrics @55% and shows a phase in of 6 Years.

Type of District 2/8/2013	Total Tax Shift/Loss	FY 2014	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
County	11,192,564	1,865,427	3,730,854	5,596,281	7,461,708	9,327,135	11,192,564
City	11,449,961	1,908,327	3,816,654	5,724,981	7,633,308	9,541,635	11,449,961
Community Infrastructure	0	0	0	0	0	0	0
School	11,872,753	1,978,792	3,957,584	5,936,376	7,915,168	9,893,960	11,872,753
Ambulance	608,674	101,446	202,892	304,338	405,784	507,230	608,674
Auditorium	405	68	136	204	272	340	405
Cemetery	132,486	22,081	44,162	66,243	88,324	110,405	132,486
Pest	25,039	4,173	8,346	12,519	16,692	20,865	25,039
Fire	1,257,379	209,563	419,126	628,689	838,252	1,047,815	1,257,379
Flood Control	0	0	0	0	0	0	0
Highway	2,725,938	454,323	908,646	1,362,969	1,817,292	2,271,615	2,725,938
Hospital	225,475	37,579	75,158	112,737	150,316	187,895	225,475
Jr. College	742,667	123,778	247,556	371,334	495,112	618,890	742,667
Library	605,285	100,881	201,762	302,643	403,524	504,405	605,285
Abatement	174,182	29,030	58,060	87,090	116,120	145,150	174,182
Port	13,500	2,250	4,500	6,750	9,000	11,250	13,500
Recreation	127,233	21,206	42,412	63,618	84,824	106,030	127,233
Sewer	10,404	1,734	3,468	5,202	6,936	8,670	10,404
S&W	30,400	5,067	10,134	15,201	20,268	25,335	30,400
Water	4,348	725	1,450	2,175	2,900	3,625	4,348
Watershed	0	0	0	0	0	0	0
Total:	41,198,693	6,866,450	13,732,900	20,599,350	27,465,800	34,332,250	41,198,693

Flooring is @3% and operating property, with electrics @55% is eligible for exemption.

These reports do not subtract any voter approved funds that expire during the phase in period.

Urban Renewal is not included in this study.