

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are an inclusive city that welcomes all people, regardless of race, religion, color, national origin, sex, age, disability, sexual orientation, or gender identity and encourages their participation in city government and city programs.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
October 6, 2020
6:00 pm

PLEDGE OF ALLEGIANCE

GUEST

Michael Keith with Piper Sandler regarding the Hydroelectric bond term sheet

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 15, 2020 Council meeting minutes

OLD BUSINESS

4. **City** – Consider approval of the volunteer manual (attachment) {action item}

NEW BUSINESS

5. **Street** – Consider the pay rate for the Street Superintendent (attachment) {action item}
6. **Planning and Zoning** – Have the first reading of the Planned Unit Development Ordinance #597 by Title Only (attachment) {action item}
7. **Planning and Zoning** – Suspend the reading rules and adopt the Planned Unit Development Ordinance #597 {action item}
8. **Planning and Zoning** – Have the first reading of the Parking Ordinance #598 by Title Only (attachment) {action item}
9. **Planning and Zoning** – Suspend the reading rules and adopt the Parking Ordinance #598 {action item}
10. **City** – Consider authorizing the Mayor to sign the contract with Brian Errett for the Information Technology Manager (attachment) {action item}
11. **Police** – Consider authorizing the Mayor to sign the contract with Judy Jeske for the Administrative Assistant (attachment) {action item}
12. **Fire** – Consider authorizing the Mayor to sign the contract with the Kootenai Tribe of Idaho for fire protection services (attachment) {action item}
13. **Street** – Consider authorizing the Mayor to sign a Local Rural Highway Investment Program application for Garden Lane to Garden Court (attachment) {action item}
14. **Street** – Consider the flower basket proposal for fiscal year 2021 {action item}
15. **City** – Consider a Personnel Policy change regarding job descriptions (attachment) {action item}
16. **Water/Sewer** – Consider authorization to advertise for a Water/Sewer Operator (attachment) {action item}
17. **Water** – Consider authorizing the Mayor to sign the contract with Avista for Natural Gas service at Lift Station #2 (attachment) {action item}
18. **Sewer** – Consider authorizing the Mayor to sign the contract with Avista for Natural Gas service at 6212 Dakota Street (attachment) {action item}
19. **City** – Discuss the 2020 Christmas party (attachment) {action item}

ADJOURNMENT



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: October 1, 2020

RE: 2020 Moyie Hydro Facility Bond Placement Update

Staff met with our placement agent, Michael Keith of Piper Sandler and Co. on September 30, to review the term sheets from banks on the private placement of the bond for the Moyie Hydro facility project.

The City received seven proposals submitted from various banking companies from across the country. After reviewing all the proposals, the city recommended to Mr. Keith that he negotiate the contract terms with Banner Bank for a 20-year placement bond that includes the following:

Term	Interest Rate	Bank Fees	Prepayment Penalties	Yearly Pmt. Average	Debt. Service Ratio
20 years	2.36%	\$8,681.00	None after 4 years	\$281,343.00	2.50

The above is a quick summary of the proposal by Banner Bank, and the whole document is included in your packet for review.

One major factor in the decision to choose the Banner Bank proposal is the option to have an 18-month draw down period. This period allows the city to draw down portions of funds and only pay the interest on the funds that have been dispersed. Since this project is a multi-year project, this means that the city won't be paying interest on the entire amount until it is drawn. This was a big advantage over the other offers that we received and felt this serves the city and our customers with a better product than other bonds that were presented.

We will be working with Mr. Keith and our bond Counsel to prepare the final documents for securing this bond with Banner Bank. We will update Council on the process as they are developed.

Please let me know if you have any questions.

Banner Bank

October 1, 2020

Piper Sandler Companies
800 Nicollet Mall, J12SFI
Minneapolis, MN 55402

Attention: Matt Morrell matt.morrell@psc.com.

RE: Proposal to Purchase the \$4,145,000 City of Bonners Ferry Hydroelectric Utility Revenue Bond, Series 2020 ("Bond").

Greetings:

Banner Bank ("Bank") is pleased to offer the City of Bonners Ferry, Boundary County, Idaho ("City" or "Borrower") the following proposal of financing in the form of a Hydroelectric Utility Revenue Bond ("Bond") in the amount of \$4,145,000. Bond proceeds will be used for the purpose of funding the costs of the Project as described in the Request for Proposals and may be used to pay the Bond issuance costs.

This proposal is for the City to issue and the Bank to purchase this tax-exempt bank-qualified Bond in the amount of \$4,145,000 through a private sale to the Bank for direct private placement of the Bond into the Bank's portfolio where it will remain for the life of the Bond. The Bond will be in the form of a single bond.

This proposal letter does not constitute a bond purchase agreement or a commitment to provide this financing on the part of the Bank but is for the purpose of substantially representing the Bank's terms and conditions based upon information provided. These terms and conditions must be approved in a formal credit underwriting and approval process within the Bank prior to the Bank making a commitment to the City for this financing.

15-YEAR OPTION:

Fixed Interest Rate: The tax-exempt, bank-qualified interest rate of 2.19% is fixed for the 15-year life of the Bond. This interest rate is based upon today's market interest rates and is subject to change, at the sole discretion of the Bank, if the closing on this Bond does not occur by November 20, 2020.

Maturity Date: September 15, 2035 ("Maturity").

City of Bonners Ferry
October 1, 2020

Term/Life: Approximately fifteen years.

Principal Payments: Principal payable annually on September 15, beginning September 15, 2021 with final payment on the Maturity Date of September 15, 2035 per the amortization schedule in the Request for Proposals.

Interest Payments: Interest payable semi-annually on March 15 and September 15, beginning March 15, 2021 with final payment on the Maturity Date of September 15, 2035.

20-YEAR OPTION:

Fixed Interest Rate: The tax-exempt, bank-qualified interest rate of 2.36% is fixed for the 20-year life of the Bond. This interest rate is based upon today's market interest rates and is subject to change, at the sole discretion of the Bank, if the closing on this Bond does not occur by November 20, 2020.

Maturity Date: September 15, 2040 ("Maturity").

Term/Life: Approximately twenty years.

Principal Payments: Principal payable annually on September 15, beginning September 15, 2021 with final payment on the Maturity Date of September 15, 2040 per the amortization schedule in the Request for Proposals.

Interest Payments: Interest payable semi-annually on March 15 and September 15, beginning March 15, 2021 with final payment on the Maturity Date of September 15, 2040.

BOTH 15-YEAR AND 20-YEAR OPTIONS:

Principal Payments: All principal payments (and/or all principal and interest payments) will be applied first to accrued interest and then to principal on the date payments are actually received by the Bank. All principal and interest is due and payable on or before the Maturity Date.

The City may, at its option, request repayments be structured as approximately equal semi-annual payments of principal and interest ("P&I") payable each March 15 and September 15 beginning March 15, 2021 or September 15, 2021. This will save the City significant interest expense over the 15-year or 20-year life of the Bond.

Interest Payments: Interest will be calculated on the basis of twelve 30-day months and a 360-day year (30/360).

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Bank Loan Fees: The Bank's Bond origination fee of \$5,181 (0.125%) is payable at closing. Borrower is responsible for Bank's out-of-pocket attorney fees in the fixed amount of \$3,500, payable at closing.

Other Fees: Borrower is responsible for Borrower's legal/bond counsel fees and financial advisor fees.

Prepayment: The City may prepay this Bond, in whole or in part, without prepayment fees or charges on any principal payment date beginning four years after the issuance with fifteen days prior written notice to the Bank. A partial prepayment shall not result in a change to the annual or semiannual payment amounts but will result in an earlier retirement of the Bond.

Draw Period: The City may, at its option, take advantage of an 18-month draw period to pay the costs of various elements of the City's Project as costs are incurred and payments become due. If there is a draw period the required minimum draw at closing is 5.0% of Bond amount or \$51,000, whichever is smaller. Bond proceeds can be advanced one time each month with a written request to Bank at least three (3) business days prior to the day the Draw will be wire transferred into the City's bank account. The Draw down Period shall commence on the date of closing and continue until March 15, 2022 at which time all Bond proceeds must be fully disbursed.

Taxable Rates: The tax-exempt bank-qualified fixed interest rates described above are based upon this Bond qualifying for this tax-exempt status for the life of the indebtedness. In the event this Bond or some portion of it ceases to qualify for tax-exempt status, the fixed interest rates described above shall be immediately converted to an equivalent taxable interest rate as of the date of the loss of tax-exempt status. The taxable interest rate for the 15-year option is 3.04% and 3.25% for the 20-year option.

Debt Service Reserve Fund: Banner Bank does not require a debt service reserve fund.

Security: The City shall irrevocably pledge to establish, maintain, revise as necessary and collect such assessments, rates, fees, tolls and charges levied and collected in an amount sufficient, together with other revenues of the City available for such purpose, to (a) pay the operation and maintenance of the City's Hydroelectric Utility System and generate sufficient Net Revenue; (b) to pay the principal of and interest on the Bond as the same shall become due; (c) to maintain a debt service coverage ratio that Net Revenue will not be less than 1.25 times annual debt service for this Bond and all outstanding Parity bonds; and (d) the establishment of a priority

lien and charge upon the revenues of the Hydroelectric Utility System of the City of Bonners Ferry for the prompt payment of such principal and interest, superior to all other charges of any kind or nature, except for the operation and maintenance expense of the Hydroelectric Utility System.

Future Parity Debt: The City shall irrevocably covenant that for as long as the Bond remains outstanding, it will not incur future debt that constitutes a parity lien or pledge and charge upon the City's revenue pledged to pay and secure payment of the principal of and interest on this Bond unless:

- (1) There are no deficiencies in the Debt Reserve Funds.
- (2) The ordinance providing for the issuance of such Future Parity Bonds or other parity indebtedness shall provide for the payment of the principal thereof and interest thereon out of the same City fund as payment of principal and interest on the Bond.
- (3) The City can demonstrate that after the issuance of such parity bond debt the City's Net Revenues will at least equal 1.25 times the annual debt service of parity bond debt in any future year (Net Revenues/Annual Debt Service or Parity Debt).
- (4) There has been delivered either:
 - a. A certificate of the City Official, demonstrating that during any twelve consecutive months out of the preceding 30 months Net Revenue is not less than 1.25 times annual debt service for all Parity Bonds to be outstanding upon issuance of the Future Parity Bonds; or
 - b. A certificate of an Independent Utility Consultant demonstrating that during any twelve consecutive months out of the preceding 30 months Net Revenue is not less than 1.25 times annual debt service for all Parity Bonds to be outstanding upon issuance of the Future Parity Bonds.

Legal Opinion: Bank shall receive a legal opinion from the Borrower's bond counsel satisfactory to the Bank, (1) stating that all of the terms and conditions of the applicable bond documents and the transactions described therein are in full compliance with Idaho law and with Federal Law, are binding upon and enforceable against the Borrower and do not violate Borrower's formation or constituent documents or any applicable law; (2) stating that the indebtedness being incurred is a legal, valid and binding obligation of the Borrower; (3)) stating the Borrower has designated the Bond as a

qualified tax-exempt obligation pursuant to Section 265(b)(3)(B) of the United States IRS Code (“Code”) and stating the interest income to the Bank is excluded from federal income tax pursuant to Section 103 of the Code; (4) confirming the authority of the Borrower to incur the indebtedness; and (5) confirming that the Borrower’s Bond Ordinance authorizing this indebtedness and irrevocably pledging the security for repayment of this indebtedness are valid and authorized.

Ordinance: Receipt of a certified copy of the Ordinance adopted by the City Council authorizing the incurring of this indebtedness and pledging the security for repayment of the Bond.

Bond: Bank shall receive the original signed and authenticated Bond at the closing.

Form 8038-G: Receipt of a copy of the IRS Form 8038-G and affidavit of mailing to the IRS.

Reports: Financial information of the City shall be provided to the Bank periodically, including the City’s annual audited financial statements to be provided by the City in accordance with the Bond Ordinance, and such other financial statements/reports, audit reports, and other reports or budgets as the Bank may reasonably request.

Documentation: The Bond, Bond Ordinance and other bond documents to be prepared by the City’s bond counsel and subject to review and acceptance by the Bank and the Bank’s legal counsel.

Credit Approval: Anticipate Bank credit approval within 6 business days after being notified Banner Bank’s proposal was selected

Comments – semiannual P&I payments each March 15 and September 15:

The option of semiannual payments of principal and interest (P&I) is not available or even possible for publicly offered municipal bonds. So the universally accepted standard repayment terms for municipal bonds are based on annual repayment of principal. This proposed financing is a private placement of single 15-year or 20-year bond with the Bank. The repayment of this single privately placed bond with the Bank can be structured just like a single bank loan note from the Bank. The payment of principal can be monthly, quarterly, semiannually or annually. If the City would like to explore the potential interest expense savings of semiannual principal payments versus annual principal payments we would be pleased to prepare a comparison and share the estimated interest expense savings with you.

City of Bonners Ferry
October 1, 2020

Comments – option of 18-month draw down period:

The option of a draw down period is absolutely impossible for publicly offered municipal bonds. So it is never even mentioned in the municipal bond world. It is easy to understand that the borrower of a Bank construction loan to fund the construction of a house will pay more interest on the loan if the borrower is required to draw down 100% of the loan at closing as compared to only drawing down the construction loan as it is needed to pay the actual bills for construction. Banner Bank is offering the City a draw down feature on this single 15-year or 20-year privately placed bond. If the City would like to explore the potential interest expense savings of having an 18-month draw down feature we would be pleased to prepare a comparison of the \$4,145,000 bond being fully disbursed at closing versus being drawn down over about 18 months. Banner Bank wants to structure municipal financing that best meets the needs of our municipal customers and, in this case, also in the best interest of the City rate payers.

We appreciate this opportunity to work with you and the City on this significant financing and to participate in these projects that are so important to the City and its citizens.

Please do not hesitate to contact either one of us with questions or suggestions.

Sincerely,

Michelle Wickwire

Michelle Wickwire
Relationship Manager
Office: 509 279 1306
Cell: 509 710 9120
Michelle.Wickwire@bannerbank.com

Darwin W. Parker

Darwin W. Parker
Vice President Public Finance
Office: 509 735 0889
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The contents of this document are confidential and are not to be shared with outside third parties with the exception of the City's accountants, attorneys and financial advisors or if and when required to share the contents of this document to comply with the Idaho Public Records Act.

**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY,
EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF
A DEBT ARE NOT ENFORCEABLE UNDER IDAHO LAW.**

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
September 15, 2020
6:00 pm**

Mayor Dick Staples called the Council meeting of September 15, 2020 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Engineer Mike Klaus, City Fire Chief Dave Winey, City Police Chief Brian Zimmerman and City Attorney Andrakay Pluid. Members of the public present were: Jerry Higgs, Marciavee Cossette, John Youngwirth, Denise Crichton, Carolyn Testa, John Birrell, Steve Tanner, Kevin Lederhos, Andrew Denham, Valerie Surprenant, Stephanie Franke, Jim Ball and Mark Gustafson.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Kevin Lederhos, Valerie Surprenant, Jeff Avery, Jim Ball spoke in opposition to the Avista Edge contract. Jerry Higgs spoke regarding the people in opposition to the vision statement. Marciavee Cossette thanked Andrakay and Dennis for their presentation at the Rotary meeting today. Stephanie Franke spoke in favor of the Vigilante Studios and in opposition to the Avista Edge contract. Steve Tanner spoke in opposition of the vision statement.

REPORTS

Police Chief Brian Zimmerman said the police department will be transitioning from 45 caliber hand guns to 9mm hand guns. Reasons for the change are: cheaper ammunition, lighter to carry and the ability to share ammunition with the County if the need arises.

City Administrator Lisa Ailport said the interviews were completed for Street Superintendent and Scooter Drake was chosen as the next Street Superintendent.

Economic Development Coordinator Dennis Weed said a national YouTube producer will be here next week to market our area.

Urban Renewal District Dennis Weed said they approved the FY2021 budget and discussed the sewer line issue at Grocery Outlet. They are also considering the request from the library regarding ADA compliance.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 1, 2020 Council meeting minutes
4. Treasurer's Report

Adam Arthur moved to approve the consent agenda. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith - yes

OLD BUSINESS

NEW BUSINESS

5. **City** – Consider a letter of support for the Forest Legacy Proposal for 2020 {action item}
Kennon McClintock said this project is a continuation of last year's project. This year has been a year of large loss of timber due to all the new people moving. The continued loss of forest lands hurts our mills. Which is why conservation easements are so important. 500 million board feet of timber is cut per year in the two northern counties. 69% of the timber comes from private lands, 17% from State lands and 14% from Federal lands. Rick Alonzo moved to provide a letter of support for the Forest Legacy Proposal for 2020. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **Electric** – Have the first reading of the Moyie Hydro Bond Parameters Ordinance #596 by Title Only (attachment) {action item}

Adam Arthur moved to have the first reading of the Moyie Hydro Bond Parameters Ordinance #596 by title only. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes. Andrakay read the ordinance.

7. **Electric** – Suspend the reading rules and adopt the Moyie Hydro Bond Parameters Ordinance #596 {action item}
Valerie Thompson moved to suspend the reading rules and adopt the Moyie Hydro Bond Parameters Ordinance #596. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. **Electric** – Consider authorizing the Mayor to sign the contract with Avista for a three-year internet pilot program (attachment) {action item}

Lisa gave a presentation on the pilot program with Avista Edge. Rick asked Andrakay if all of the concerns had been fixed and if she is alright with the contract. Andrakay said the concerns with the insurance have been worked out. Valerie Thompson asked if any of Kevin Lederhos' concerns were items that need to be looked at. Andrakay said some of his concerns were addressed and modified. Adam asked about section 5.01 and section 6 is that in relation to the tax lease. Andrakay said there might be a conflict between those two provisions and it would be good to have clarification to the language. Mark said it is regarding two different things, but clarification wording can be added. Ron said he will vote no since what previous Mayor Sims said would happen did not. Adam asked about section 5.02 Andrakay has no concerns with that section. Adam Arthur moved to authorize the Mayor to sign the contract with Avista for a three-year internet pilot program with clarification language that was discussed. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – no

9. **City** – Consider authorizing the Mayor to sign a contract with Vigilante Studios to create a brand for the City (attachment) {action item}

Lisa said she wants to create unity among all departments as well as the wayfinding signs. Mayor Staples asked if there is a timeframe. Lisa said she is hoping to have this done by Christmas. Valerie Thompson moved to authorize the Mayor to sign the contract with Vigilante Studios to develop a brand for the City in an amount not to exceed without prior approval \$1,705.00.. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

10. **City** – Consider authorizing staff to prepare and advertise a Request For Proposals to purchase Enterprise Resource Planning software (attachment) {action item}

Lisa said the City is required to use the request for proposal process to purchase new software. Mayor Staples asked if this is for price only. Lisa said it will be price and qualifications. Rick Alonzo moved to authorize staff to prepare and advertise a Request for Proposals to purchase Enterprise Resource Planning Software. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

11. **City** – Consider authorizing the Mayor to sign the contract with Second Chance Animal Adoption for fiscal year 2021 (attachment) {action item}

Christine said this is the same contract that we have had for several years, with the removal of the selling of dog tags, since that is something Second Chance does not do. Valerie Thompson moved to authorize the Mayor to sign the contract with Second Chance Animal Adoption for fiscal year 2021. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

12. **City** – Consider approval of the revised billing policy (attachment) {action item}

Christine said the policy was revised to make it easier to read and understand. One addition regarding payment arrangements is to require the customer pay 25% of the past due amount before a payment arrangement will be accepted. Rick wants to add "plus the past due bill" on section B (4) regarding NSFs. Rick asked Andrakay if she is okay with this policy. Andrakay said she is. Adam Arthur moved to approve the revised billing policy with Rick's changes. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

13. **Water** – Consider awarding the bid for the Dakota Street Water Main Project (attachment) {action item}

Mike said three bids were received on August 28, 2020. The City is still in negotiations with Burlington Northern Santa Fe (BNSF), Mike is hopeful that negotiations will be brought to a close soon and have the project start soon. Mayor Staples asked the difference in the estimated cost and the bids received. Mike said the increase is due to the cost and availability of materials. Valerie Thompson moved to award the Dakota Street Water Main Project to KG & T Inc in the amount of \$154,334.84 contingent upon completion of the BNSF agreement for the crossing. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

14. **Street** – Consider authorizing the advertisement for a Street department employee {action item}

Lisa said since the current superintendent is retiring, we need to fill this position. Rick Alonzo moved to authorize the advertisement for a Street Department employee. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

15. **City** – Consider the creation of a volunteer manual {action item}

Lisa said there are three levels of volunteer: 1. smaller events 2. larger or continuous projects 3. volunteers that handle money. Rick feels it is a good idea so everyone knows what to expect. Ron asked if the volunteers will be covered by insurance. Andrakay said yes. Adam asked about the volunteer firefighters. Andrakay said that is a different item. Valerie Thompson said it is important to have volunteers. Mayor Staples said he wants a simple form. Lisa said the form will be based on the level of involvement.

Mayor Staples took a 5-minute break.

16. Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student.

Rick moved to enter into Executive Session pursuant to Idaho Code 74-206, Subsection 1 (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

Entered into Executive Session at 7:32 pm.

Executive Session ended with no action taken at 7:54 pm.

ADJOURNMENT

The meeting adjourned at 7:54 pm



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: October 1, 2020

RE: **Volunteer Manual**

The attached draft volunteer manual is presented to council for consideration. The manual comes with the consent form which the volunteer would sign both documents and return to the city for our records.

The process for approval of volunteers would first come to Bonners Ferry City Council for approval, then after consent by the Council they would receive their manuals and forms before starting any work on behalf of the City.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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

VOLUNTEER POLICY

The City of Bonners Ferry welcomes and encourages community members to volunteer with the City. Citizens donating time and talents to events and projects enrich the community and enhance quality of life and well-being for the entire City.

The City recognizes that a volunteer includes anyone who offers freely to take on a task or work on behalf of the City without the need for payment or compensation. Volunteers include those positions offered by the city by appointment or by request or need of the individual departments.

Volunteers are coordinated by the department utilizing volunteer work with general oversight by the City Administrator. All volunteers must be approved by the City Council prior to beginning volunteer work.



VOLUNTEER MANUAL

I. Application Required

Prior to beginning volunteer work, all volunteers must fill out the volunteer application provided by the City. Certain categories of volunteers will require the volunteer to submit to a pre-volunteer criminal history check prior to being accepted by the as a volunteer. To confirm whether or not your position as a volunteer requires a pre-volunteer criminal history check, review section IV of this manual. The Police Chief and/or the police department will conduct all criminal history checks and the Police Chief may, at his or her discretion, decline the application of any volunteer based on criminal history as it applies to the position sought by the volunteer.

All volunteers must be approved by the City Council prior to beginning volunteer work.

For purposes of acknowledgment, this manual excepts any volunteer firefighters with the City Fire Department and any reserve officers with the City Police Department.

II. Policy Statement and Adherence:

City volunteers are bound by the rules contained in all City policies and guidelines. Volunteers are recognized by the public as representatives of the City and shall be guided by the same work and behavior codes as employees during their work as a volunteer.

Volunteers are considered “at will” and City of Bonners Ferry has the right to terminate the volunteers working association with the City at any time, for any reason.

III. Human Resources Policies & Procedures:

City of Bonners Ferry Employee Manual:

Within the City of Bonners Ferry employee manual, the City outlines what is prohibited behavior, including harassment, discrimination and retaliation. The policy addresses the responsibilities of staff, employees and volunteers when dealing with situations of harassment and how to report it. You are encouraged as a volunteer to gain a copy of the employee manual and become familiar with the applicable sections of the policy.

Drug & Alcohol-Free Workplace Policy Statement:

City of Bonners Ferry volunteers are expected to maintain a strict no drugs or alcohol policy while volunteering and failure to abide by said policy can be grounds for immediate discharge.

Non-Discrimination Based Upon Disability:

The City of Bonners Ferry provides reasonable accommodations and assistance for members of the community with disabilities, including specific staff training to make your volunteer experience more accommodating and enjoyable. If you require special assistance or accommodations for a specific volunteer program, feel free to contact staff with any comments or concerns.

IV. Types of Volunteers:

Individual One-Time Volunteers:

Individuals who work on a one-time project. One-time volunteers are classified as volunteers for a single event during the course of a year. This type of volunteer is not required to obtain a pre-volunteer criminal history check.

Organization/Group Volunteers:

Group of individuals or members of an organization who are working on a project or that requires a large group of people to complete. Organizational volunteers are classified as volunteers who are members of a community organization who volunteer either one or multiple occasions to complete a project. This type of volunteer is not required to obtain a pre-volunteer criminal history check.

Visitor Center Volunteers:

These individuals work with the City of Bonners Ferry at or for the City's Visitor Center. These volunteers typically will assist the visiting public with information relating to the Boundary County. It is expected that these volunteers will handle financial transactions relating to the sale of retail items at the center. Volunteers of this category are required to receive a pre-volunteer criminal history check.

Volunteer Rights and Responsibilities:

As a City of Bonners Ferry volunteer you have the right:

- To be involved in fulfilling and worthwhile volunteer projects that make good use of your skills and qualifications.
- As a volunteer, you have the right to be treated with dignity and respect, quality training and effective supervision.
- As a volunteer, you also have the right to safe working conditions and environment as well as the ability to openly communicate any concerns or issues when they occur.
- As volunteers, you have the right to be shown appreciation and recognition for the time and effort you have provided to the City of Bonners Ferry.

- Volunteers are expected to complete their duties to the best of their abilities and represent the City of Bonners Ferry in a positive manner.

V. Volunteer-Related Rules and Regulations:

Supervisor:

All volunteers will have a supervisor or coordinator that is available to provide direction and assistance. They should also be present for any questions or concerns that the volunteer might have.

Confidentiality:

All volunteers with the City agree to not reveal any private, personal or otherwise sensitive information about any staff, patrons or fellow volunteers. Any volunteer or staff who reveals or fails to keep private another's personal information may be dismissed from their role.

Dress Code:

As a volunteer for the City of Bonners Ferry, it is important that you portray the City of Bonners Ferry in a positive manner. This includes not wearing clothing with offensive or inappropriate language, images or words that promote illegal acts, or dressing in an inappropriate manner.

Transportation/Driving/City Equipment:

Volunteers are not allowed to drive official City of Bonners Ferry vehicles or use city equipment.

Use of Personal Equipment

From time to time, the city recognizes that some volunteers may wish to support city projects by donating or lending volunteer's personal equipment. Personal equipment can include, but is not limited to, personal hand tools, power tools and heavy equipment. Should a volunteer offer to bring personal equipment, it is the position of the City that the volunteer shall fill out and be approved by the City, a personal equipment form. This form acknowledges the use of the equipment on City property, who is authorized to operate it and in the event of damage or injury what obligations the volunteer has.

Injuries & Accidents:

For all life-threatening, severe or otherwise serious situations, call 911 immediately. Any incidents involving on-duty volunteers, regardless of the severity of the injury, must be reported to a supervisor immediately. Depending on the nature of the accident or incident, the volunteer may be asked to fill out paperwork. To help prevent injury, make sure to tell the project coordinator or responsible city employee immediately about any malfunctioning, broken or faulty equipment and/or any hazardous working conditions.

INSURANCE

Volunteers listed with the city are covered by insurance purchased through the City's insurance broker. In the event of an injury or accident, volunteers must complete an Injury Investigation Report. Volunteers are afforded the same liability coverage as paid City employees.

Each supervisor is responsible for safety of the volunteers assigned in their area. Volunteers shall also exercise caution and discretion in the interest of safety to prevent injury to themselves and to others. Please report any accidents you may have immediately to the Project Supervisor and the City Clerk.

Please read and return the last page of this manual to the City Clerk.

~~~~~  
Please sign and return the following to the City Clerk.

I have read and acknowledge receipt of the City Volunteer Manual.

\_\_\_\_\_  
Volunteer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Volunteer Name (Please Print)



## CITY OF BONNERS FERRY

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

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### CITY OF BONNERS FERRY VOLUNTEER APPLICATION

FULL NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

EMERGENCY CONTACT NAME/PHONE: \_\_\_\_\_

I WISH TO VOLUNTEER FOR/AT: \_\_\_\_\_

#### **Volunteer Rules, Release of Liability**

In consideration for being permitted to participate as a volunteer for The City of Bonners Ferry, I hereby release and discharge The City of Bonners Ferry and its respective officers, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, and all persons conducting, directly or indirectly, the activities surrounding my involvement as a volunteer from any and all claims, rights, demands, actions, causes of action, expenses and damages, which I or my heirs, personal representative, successors, assigns or anyone claiming by, through or under me ever had, now have, or may have against the parties identified above arising from any injury, act or omission relating in the way to my participation as a volunteer.

I fully understand that this Release includes, but is not limited to any claims, rights, demands, actions, causes of actions, expenses and damages whatsoever which may arise from any injury, act or omission, caused, occasioned, or contributed to, actually or allegedly, by the negligence, sole or concurrent, of one or more of the parties released herein.

I also fully understand the risk involvement in my participation as a volunteer including, but not limited to, those risks involved with the working outside in the weather and fully assume said risk for any injury, losses or damages of any kind resulting from such risks involved in associated activities.

I understand that volunteering for the City may include activities that are hazardous and/or physically strenuous, and I may be exposed to personal injury or damage to my property. I agree that:

- I will follow all instructions provided by the City, its employees, contractors, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity until I have received adequate instruction.
- I will take all reasonable precautions to avoid injury to myself and others and damage to property.
- I release and discharge the City from any claim that may arise due to any first aid, medical treatment, or service rendered to me.

I acknowledge that I have read, fully understand and voluntarily agree to this Release and that no oral representatives, statements or inducements apart from this Release have been made to me.

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_



## CITY OF BONNERS FERRY

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Bonners Ferry, Idaho 83805  
Phone: 208-267-3105 Fax: 208-267-4375

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### USE OF PERSONAL EQUIPMENT FOR CITY OF BONNERS FERRY VOLUNTEER WORK

NAME: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_ CELL PHONE: YES/NO \_\_\_\_\_

I WISH TO OFFER THE FOLLOWING EQUIPMENT FOR A VOLUNTEER PROJECT:

\_\_\_\_\_  
\_\_\_\_\_

VOLUNTEER PROJECT(S) (PLEASE LIST ALL PROJECTS THAT THE EQUIPMENT IS ANTICIPATED TO BE USED ON):

\_\_\_\_\_  
\_\_\_\_\_

LIST ALL THOSE WHO ARE QUALIFIED OR PERMITTED (INCLUDING YOURSELF) TO OPERATE YOUR PERSONAL EQUIPMENT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IS THE EQUIPMENT PERSONALLY INSURED? \_\_\_\_\_ YES/NO \_\_\_\_\_

**Volunteer Rules, Release of Liability**

**Please read carefully**

In consideration for being permitted to participate as a volunteer or to allow the use of my personal equipment to volunteer for The City of Bonners Ferry, I hereby release and discharge The City of Bonners Ferry and its respective officers, directors, employees, agents, contractors, subcontractors, representatives, successors and assigns, and all persons conducting, directly or indirectly, the activities surrounding my involvement as a volunteer from any and all claims, rights, demands, actions, causes of action, expenses and damages, which I or my heirs, personal representative, successors, assigns or anyone claiming by, through or under me ever had, now have, or may have against the parties identified above arising from any injury, act or omission relating in the way to my participation as a volunteer.

I fully understand that this Release includes, but is not limited to any claims, rights, demands, actions, causes of actions, expenses and damages whatsoever which may arise from any injury, act or omission, caused, occasioned, or contributed to, actually or allegedly, by the negligence, sole or concurrent, of one or more of the parties released herein.

I also fully understand the risk involvement in my participation as a volunteer including, but not limited to, those risks involved with the working outside in the weather and fully assume said risk for any injury, losses or damages of any kind resulting from such risks involved in associated activities.

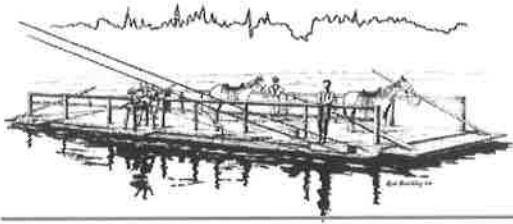
I understand that volunteering for the City may include activities that are hazardous and/or physically strenuous, and I may be exposed to personal injury or damage to my property. I agree that:

- I will follow all instructions provided by the City, its employees, contractors, or volunteer coordinators.
- I will only use equipment that I know how to operate and use safely.
- I will not undertake any activity until I have received adequate instruction.
- I will take all reasonable precautions to avoid injury to myself and others and damage to property.
- I release and discharge the City from any claim that may arise due to any first aid, medical treatment, or service rendered to me.

I acknowledge that I have read, fully understand and voluntarily agree to this Release and that no oral representatives, statements or inducements apart from this Release have been made to me.

\_\_\_\_\_  
SIGNATURE

DATE: \_\_\_\_\_



## CITY OF BONNERS FERRY

7232 Main Street  
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Phone: 208-267-3105 Fax: 208-267-4375

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** September 10, 2020

**RE:** Street Superintendent Pay

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Staff is requesting that Council review the Streets Superintendent hourly rate and look to increase the new superintendent's position to compensate him for the additional responsibilities the position requires.

It is my recommendation that the employee see a pay increase of 10% of their currently hourly pay. This would bring the employee to \$23.93 per hour; the current hourly rate is \$21.75. It is also my recommendation that the rate of pay be effective starting on October 4, 2020.

If Council accepts this recommendation a motion to approve the new superintendent's rate to \$23.93 per hour, effective on October 4, 2020 would be required.

Please let me know if you have any questions.



## CITY OF BONNERS FERRY

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# STAFF REPORT FOR PLANNED UNIT DEVELOPMENTS AMENDMENT, TITLE 11 CITY COUNCIL AMENDMENT FILE #AM013-20

**Prepared by:** Clare Marley, AICP  
City Contract Planner, Ruen-Yeager & Associates, Inc.

**Project Description:** The City of Bonners Ferry has initiated an amendment to its zoning regulations to repeal its current Planned Unit Development (PUD) chapter and to adopt a new chapter allowing for PUDs in all zoning districts, and establishing a process, standards, and design criteria for PUDs. Planned Unit Developments are land development options that allow a mix of uses and flexible development designs.

**Publication Date:** September 3, 2020

**Other Notifications:** Media, August 28, 2020; taxing districts, school district and airport manager, September 8, 2020

**Hearing Dates:** Planning and Zoning: September 24, 2020  
City Council: To be determined

**Hearing Packet:** Draft ordinance, legal notice, Public Service Announcement

**P/Z Recommendation:** Unanimous Approval

### PROJECT BACKGROUND/SUMMARY

The City of Bonners Ferry is proposing to replace its current Planned Unit Development Agreements section of the zoning regulations with a new Chapter 8 to be called Planned Unit Developments (PUDs). The purpose of the revision is to align application processing with the requirements of Idaho Code. In addition, the proposed amendment would expand the opportunities for PUDs throughout the city, encourage flexible, creative designs, encourage public and private amenities and set specific standards and procedures. The amendment proposes the following:

- Opportunity for PUDs in all zoning districts.
- Requirement to follow the special use permit process when considering PUD applications.

- Establishment of a minimum 2 acres for PUD sites.
- Pairing of the processing of PUDs with companion subdivision applications.
- Allowance for a mixture of housing types (duplex, single-family, multi-family, townhomes, or courtyard style).
- Limited, low-intensity commercial uses in the residential PUDs.
- Inclusion of residential uses in the Industrial PUDs.
- Variation from zoning standards to achieve unique designs, such as reduced or zero setbacks, lot width, lot sizes, clustering of lots, or private roads.
- Requirement for public or private amenities such as bike/pedestrian pathways, sidewalks, open space, bus stop, bike racks, playground equipment or other negotiated amenities that fit the type and scale of the development.

#### **PUBLIC COMMENTS**

No written public comments had been submitted to the record at the time of this staff report. At the September 24, 2020 public hearing, one member of the public asked for additional details on the amendment but did not oppose the ordinance.

#### **COMPREHENSIVE PLAN ANALYSIS**

Adoption or amendment of the zoning code requires confirmation that the ordinance is in accord with the policies set forth in the adopted comprehensive plan. The comprehensive plan contains a number of policy statements that are interrelated with the PUD zoning option, such as housing, transportation, economic development and land use. Below is a summary of each section, and portions that may relate to the proposed ordinance:

**Section 1** of the adopted comprehensive plan addresses the need to adopt regulations that are consistent with community goals and objectives. Planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens.

**Section 2** covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare.

**Section 3** deals with population and growth. The goal of this section is to maintain a moderate, stable rate of long-range population growth with orderly and well-planned development.

**Section 4** reviews the school facility and transportation needs. Funding and planning for school facility needs and safe bike and pedestrian routes are included in this section's goals.

**Section 5** on economic development recognizes the community's source of income relies on natural resources and retail trade. Policies consider the promotion of tourism, clean industry, and expansion and growth of existing businesses. Goal 1, Policy 2, encourages the city to "zone areas that have potential for business development in such a manner that they can be used for commercial and industrial development while maintaining adjoining land use interests." This section also sets a goal to define types of activities and uses allowed in the industrial zone.

**Section 6** of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. The plan reminds the city to factor into its land use decisions the availability of



public services. Buffering between uses that generate noise, odor, dust, light, etc., and incompatible uses are to be provided. Land use decisions must consider the availability of services and should consider the preservation and enhancement of natural resources. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions. The city should evaluate the community-wide impact of significant development on the need for public facilities and services, circulation, identified city resources, and housing impacts. Approval of new development should occur only after sufficient planning for rights-of-way, improvements, and access have been evaluated to accommodate increased traffic.

**Section 7** addresses natural resources and encourages the protection of natural beauty and environment of the area and the need for buffers and mitigation to protect from noise, odor, or pollution. Plans for proposed subdivisions and other large sites should include provisions to protect natural drainage systems and incorporate drainage facilities, as necessary. Standards should be developed for buffering between noise- and odor-generating uses and adjacent uses. Proposed development should be evaluated for potential environmental impacts. Conservation of natural amenities should be required.

**Section 8** includes potential rail, river, and hillside hazards and emergency services. Land development should not occur in hazardous areas unless adverse impacts can be mitigated.

**Section 9** reviews available water, sewer, power, fire, solid waste and health services.

**Section 10** is relative to transportation, needs, and policies. This section calls for development of an efficient transportation system. The city should discourage private streets that serve developments, particularly residential areas, except where warranted by site limitations or where the private roads could negatively affect the transportation flow.

**Section 11** covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a “community wide park environment,” while promoting a “sense of community ownership.” Section 11 encourages the inclusion of planning efforts for private and regional recreational resources. Dedication of rights-of-way, easements, or facilities for bike and pedestrian paths are encouraged, as are land dedication for parks.

**Section 12**, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands. Goals and policies of this section are noted as similar to the Recreation section.

**Section 13**, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development. The developer bears the costs of public service extensions. Developers are encouraged to maximize the variety of attractive settings, such as a variety of housing prices, amenities, and natural settings.

**Section 14**, Community Design, refers to the Hudson strategic plan.

**Section 15** is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

## **STAFF ANALYSIS**

The planned unit development is one tool the City of Bonners Ferry could use to implement a number of its comprehensive plan goals and policies while providing for a flexible, mixed-use development option. The city Plan focuses on a number of goals that can be provided through a well-planned and executed PUD, such as housing options, buffering, preservation of natural amenities, development of pathways, etc. City staff and the Commission explored options to achieve mixed-use development to meet city goals and developer interests. One option was to update the comprehensive plan and revise land use designations that would open the door to a variety of mixed commercial/residential development in appropriate areas, followed by a zoning code amendment. Given the time that this option could take to develop strategies, complete a community review, and implement, the PUD update seemed a better choice for the time being. The PUD update could serve as a bridge for mixed use development until a future comprehensive plan and zoning code update can be funded and conducted. Meanwhile, the proposed PUD amendment must be in accord with the current comprehensive plan. Likewise, future PUDs must

each also be in accord with the Plan, should this ordinance be adopted. The proposed PUD ordinance intersects with a number of the city goals, and provides a mechanism to achieve transportation, housing, recreation, school facilities and other goals noted in the comprehensive plan analysis. While the Plan cautions against allowing private streets, the PUD could permit private streets, as long as they are consistent with the city transportation plan and standards and that interior streets meet fire code standards. Each PUD proposal must be independently judged against the comprehensive plan goals and policies and must be found to not be in conflict with the adopted Plan (Idaho Code §67-6512, Special Use Permits, Conditions, and Procedures, and Section 11-5-5 B, Bonners Ferry City Code). While the proposed ordinance is in accord with the Plan goals and policies, further review of future PUD proposals against the comprehensive plan would give the city additional assurance that its goals and objectives are met.

#### **AUTHORITY/PROCEDURES**

**Idaho Code §67-6511.** Zoning Ordinance. Establishes procedures and requirement to be in accord with comprehensive plan. Requires notice and process in accord with Idaho Code §67-6509.

**Idaho Code §67-6509** establishes the procedures for adoption and amendment of the plan. At least 15 days prior to the public hearing, the city must give notice of the proposed amendment to the official newspaper of record, media, political subdivisions within the city jurisdiction, school districts, and the manager of the public airport. The Planning and Zoning Commission shall make a recommendation to the City Council on the proposed amendment. The City Council may conduct at least one public hearing, in addition to the Commission decision, after it receives the recommendation from the Planning and Zoning Commission. If the City Council makes any material change in the recommendation or options contained in the Commission recommendation, further notice and a public hearing must be conducted by the Council.

**Idaho Code §67-6512,** Special Use Permits, Conditions, and Procedures.

**Idaho Code §67-6515,** Planned Unit Developments.

**Idaho Code §67-6518.** Standards. Cities have authority to adopt standards for public and private development.

**Bonners Ferry City Code Chapter 6,** Amendment of the Act. Process, and rights of city to initiate amendment. Section 11-6-5, Council Action, provides that the Council *may* require a public hearing before making a decision and may request studies from the applicant or public agencies.

#### **PUBLIC NOTICE**

Notice of the Planning and Zoning Commission hearing was published in the official newspaper of record on September 3, 2020 (21 days prior to the public hearing). Notice was also mailed to the media August 28, 2020, and to taxing districts, the school district, and airport manager September 8, 2020. Legal noticing requirements have been met.

#### **MOTIONS BY THE GOVERNING BODY:**

*Motion to approve:* I move to approve this file #AM013-20, amending Bonners Ferry City Code, Title 11, to repeal Chapter 8, Planned Unit Development Agreements, and adopt a new Chapter 8, Planned Unit Developments, finding that it is in accord with the general and specific goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon public testimony received.

I further move to adopt the following reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL MEETS THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

*Motion to Deny:* I move to recommend deny this file #AM013-20, amending Bonners Ferry City Code, Title 11, to repeal Chapter 8, Planned Unit Development Agreements, and adopt a new Chapter 8, Planned Unit Developments, finding that it is not in accord with the general and

specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon public testimony.

I further move to adopt the following findings and reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

### REASONED STATEMENTS

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

|                      |                                           |
|----------------------|-------------------------------------------|
| Community Design     | Special Areas and Sites                   |
| Natural Resource     | Recreation                                |
| Population           | Housing                                   |
| Economic Development | Land Use                                  |
| Hazardous Areas      | Public Services, Facilities and Utilities |
| Transportation       | Implementation                            |
| Property Rights      | School Facilities & Transportation        |

### Findings:

1. The Planning and Zoning Commission conducted a duly noticed public hearing in accord with Idaho Code §67-6509 to consider the proposed Planned Unit Development ordinance and provided a recommendation to approve to City Council.
2. Idaho Code §67-6512, "Planned Unit Developments," provides the authority for the City of Bonners Ferry to adopt a PUD application process and designates planned unit developments as special use permits.
3. Idaho Code §67-6512 states planned unit development may be defined in a local ordinance as an area of land in which a variety of residential, commercial, industrial, and other land uses are provided for under single ownership or control. Planned unit development ordinances may include, but are not limited to, requirements for minimum area, permitted uses, ownership, common open space, utilities, density, arrangements of land uses on a site, and permit processing.
4. Idaho Code §67-6518, "Standards," gives authority to Idaho cities to adopt standards for public and private development.
5. Idaho Code §67-6512, "Special Use Permits, Conditions, and Procedures," provides the process for consideration of planned unit developments.
6. The proposed PUD ordinance addresses the following Bonners Ferry Comprehensive Plan policies and goals:
  - a. Section 1, planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens.
  - b. Section 2 covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare.
  - c. Section 3 deals with population and growth. The goal of this section is to maintain a moderate, stable rate of long-range population growth with orderly and well-planned development.
  - d. Section 4 reviews the school facility and transportation needs. Funding and planning for school facility needs and safe bike and pedestrian routes are included in this section's goals.
  - e. Section 5 on economic development recognizes the community's source of income relies on natural resources and retail trade. Policies consider the promotion of

tourism, clean industry, and expansion and growth of existing businesses. Goal 1, Policy 2, encourages the city to “zone areas that have potential for business development in such a manner that they can be used for commercial and industrial development while maintaining adjoining land use interests.” This section also sets a goal to define types of activities and uses allowed in the industrial zone.

- f. Section 6 of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. The plan reminds the city to factor into its land use decisions the availability of public services. Buffering between uses that generate noise, odor, dust, light, etc., and incompatible uses are to be provided. Land use decisions must consider the availability of services and should consider the preservation and enhancement of natural resources. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions. The city should evaluate the community-wide impact of significant development on the need for public facilities and services, circulation, identified city resources, and housing impacts. Approval of new development should occur only after sufficient planning for rights-of-way, improvements, and access have been evaluated to accommodate increased traffic.
- g. Section 7 addresses natural resources and encourages the protection of natural beauty and environment of the area and the need for buffers and mitigation to protect from noise, odor, or pollution. Plans for proposed subdivisions and other large sites should include provisions to protect natural drainage systems and incorporate drainage facilities, as necessary. Standards should be developed for buffering between noise- and odor-generating uses and adjacent uses. Proposed development should be evaluated for potential environmental impacts. Conservation of natural amenities should be required.
- h. Section 8 includes potential rail, river, and hillside hazards and emergency services. Land development should not occur in hazardous areas unless adverse impacts can be mitigated.
- i. Section 9 reviews available water, sewer, power, fire, solid waste and health services.
- j. Section 10 is relative to transportation, needs, and policies. This section calls for development of an efficient transportation system. The city should discourage private streets that serve developments, particularly residential areas, except where warranted by site limitations or where the private roads could negatively affect the transportation flow.
- k. Section 11 covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a “community wide park environment,” while promoting a “sense of community ownership.” Section 11 encourages the inclusion of planning efforts for private and regional recreational resources. Dedication of rights-of-way, easements, or facilities for bike and pedestrian paths are encouraged, as are land dedication for parks.
- l. Section 12, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands. Goals and policies of this section are noted as similar to the Recreation section.
- m. Section 13, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development. The developer bears the costs of public service extensions. Developers are encouraged to maximize the variety of attractive settings, such as a variety of housing prices, amenities, and natural settings.
- n. Section 14, Community Design, refers to the Hudson strategic plan.

- o. Section 15 is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

ORDINANCE NO. 597

**TITLE: PLANNED UNIT DEVELOPMENTS**

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING IN ITS ENTIRETY CHAPTER 8, PLANNED UNIT DEVELOPMENT (PUD) AGREEMENTS, OF TITLE 11 (ZONING REGULATIONS), AND ADOPTING A NEW CHAPTER 8, PLANNED UNIT DEVELOPMENTS OF TITLE 11 TO PROVIDE APPLICABILITY, PROCEDURES, AND DESIGN STANDARDS AND SEVERABILITY, AND THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, the Constitution of the State of Idaho, Article XII, Section 2, the Local Land Use Planning Act, Title 67, Chapter 65, and the Idaho Municipal Corporations Title 50, Chapters 3 and 9 provide authority for the City of Bonners Ferry to adopt ordinances establishing land use standards; and,

**WHEREAS**, Idaho Code §67-6515 establishes the authority and process for governing boards to adopt ordinances allowing planned unit developments (PUDs), defined as areas of land in which a variety of residential, commercial, industrial, and other land uses are provided; and

**WHEREAS**, Idaho Code §67-6518 authorizes governing boards to set standards for building design, blocks, lots, and tracks of lands and other public and private development; and

**WHEREAS**, the City of Bonners Ferry desires to revise its planned unit development standards to establish that PUD applications are to be processed as special use permits and to specify standards and appropriate zoning districts for the location of PUDs; and

**WHEREAS**, the adopted comprehensive plan recognizes the need to direct the pattern of commercial development, promoting the use of available land within the city through flexible and adaptable zoning ordinance and land use regulations and further finds that zoning and subdivision ordinances should be updated and revised to assure responsible, well-planned development in accord with the comprehensive plan; and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing on September 24, 2020, in accordance with the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code and recommended to the City Council approval of the Planned Unit Developments ordinance, File #AM013-20; and

**NOW THEREFORE**, be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**SECTION 1: ADOPTION:** That Bonners Ferry City Code, Title 11 (Zoning Regulations), Chapter 8, Planned Unit Development (PUD) Agreements, is hereby repealed in its entirety, and a new Chapter 8, Planned Unit Developments, of Title 11 is hereby adopted to read as follows:

## Chapter 8 PLANNED UNIT DEVELOPMENTS

### 11-8-1: PURPOSE:

The purpose of the Planned Unit Development (PUD) is to provide design flexibility to encourage creative and efficient development of land and infrastructure, the preservation of natural features, and the addition of open spaces, pathways, green belts and other amenities that might not be achieved under standard zoning requirements. Through flexible design standards, PUDs can allow a mixture of housing and commercial land uses, encourage affordable housing, and create walkable, accessible neighborhoods. Conditions can be set and agreements established during the public process to ensure development is carried out in accord with the approved conceptual design.

### 11-8-2: APPLICABILITY:

- A. Planned unit developments are applicable in all zoning districts.
- B. Planned unit developments shall be considered through the special use permit process.
- C. The subject property shall contain a minimum of two (2) acres.
- D. The subject property shall be under single ownership or control.
- E. Where a subdivision of land is proposed as part of a planned unit development, the subdivision application shall be submitted and considered simultaneously with the PUD application.
- F. Uses shall be the same as the underlying zoning district, with the following allowances/exceptions:
  - 1. A mixture of housing types, including detached and attached duplex, single- and multi-family, townhomes, court-yard or cottage style housing, are permitted.
  - 2. Limited, low-intensity commercial uses that are ancillary or accessory to the residential districts may be included in the PUD proposal, provided that:
    - a. Such uses are listed as permitted outright or permitted by special use in the district;
    - b. The uses, inclusive of structures, parking, and loading areas, do not collectively exceed five percent (5%) of the gross land area for five- (5-) acre and larger PUDs and do not collectively exceed two percent (2%) of the gross land area for PUDs smaller than five (5) acres;

- c. Taxidermies and cemeteries are excluded;
  - d. Small laundromats, coffee shops, delicatessens or bakery shops are included.
3. Residential uses are permitted in the Industrial District.

**11-8-3: APPLICATION:**

- A. Pre-Application. Prior to submitting an application to the city, the applicant or representative shall meet with the city administrator or designee for a pre-application meeting. The purpose of the meeting is to review the proposed planned unit development, the city application process and codes, proposed infrastructure needs, and any potential variations to standards. The purpose of the pre-application meeting is to familiarize the applicant and city with the proposal and does not represent acceptance or approval of an application. For the pre-application meeting, the applicant shall provide:
1. A conceptual sketch of the development;
  2. General transportation layout;
  3. General utility provisions;
  4. Types of structures, proposed uses and densities;
  5. Open space, greenway, and pathway proposals;
  6. Any variations to standards;
  7. Any other information necessary for a complete overview of the project.
- B. Application. A planned unit development is a special use permit. In addition to the special use permit application requirements of Section 11-5-4 of this title, the application shall include:
1. A preliminary master plan of the subject site, depicting any proposed housing types and proposed layout and design, street and pathway systems, parking facilities, drainage features, landscaping, common or open space and proposed ownership, commercial or industrial structures, proposed lot layouts, natural and hazardous features, and other essential development details.
  2. A development schedule, including any planned phases.
  3. A preliminary plat for any portion of the project that is to be platted, consistent with the application standards of Title 12 of city code.



4. Required fees.
5. Any additional information required by the city for a complete understanding of the PUD proposal.

**11-8-4: PROCESS:**

- A. Permit consideration. The planned unit development application shall be processed and considered in accord with the special use permit requirements of Chapter 5 of this title.
- B. Standards of approval. In addition to the general standards of Chapter 5, the governing bodies shall also find adequate evidence confirming the planned unit development:
  1. Will result in a unified project that will benefit the surrounding area and the city.
  2. Can be constructed so that each phase can exist independently, without relying upon subsequent phases for open space, amenities, density, infrastructure, or other minimum standards or necessary dedications.
- C. Conditions of Approval. The City may set conditions of approval to control the sequence and timing of development, assure the development is maintained properly and other conditions consistent with the special use permit processes of this title and the Idaho Local Land Use Planning Act, including conditions that:
  1. Minimize adverse impact on other development;
  2. Control the sequence and timing of development;
  3. Control the duration of development;
  4. Assure that development is maintained properly;
  5. Designate the exact location and nature of development;
  6. Require the provision for on-site or off-site public facilities or services;
  7. Require more restrictive standards than those generally required in an ordinance;
  8. Require mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.
- D. Final Plan and Development Agreement. Following the approval of the planned unit development, the landowner shall file with the City:
  1. A final master plan, to include all elements and modifications to the preliminary plan, as approved by the City Council;

2. A final plat, where applicable;
  3. A draft development agreement containing the conditions of PUD approval, specific authorizations for uses and housing types, project phasing and timetables for completion, developer responsibilities, vesting, conveyance of open space and amenities and long-term maintenance, and any other details specified by the City to define code-required and negotiated elements of development to ensure public benefits are realized. The development agreement is subject to the review and approval of the City Council and shall not be valid until executed by the landowner and City and recorded.
  4. Any other documents or details required by the conditions of approval.
- E. Expiration. The PUD special use permit shall be valid for two (2) years from the date of the City's written decision. An extension not to exceed two (2) years may be granted by the City Council if it finds progress is being made on the development or circumstances beyond the control of the developer have prevented completion of the project. A written request for the extension must be filed with the city clerk prior to the expiration date.
- F. Minor Modifications. Minor modifications to lot lines, structure placements, access alignments, or other modifications that were unforeseen at the time of application and do not expand the original boundaries of the project or increase density or intensity of the PUD may be approved by the city administrator or designee prior to the filing of the final plan.
- G. Major Modifications. Any requests for major changes to block and lot design, density, exterior boundaries of the PUD, conditions of approval, renegotiated terms of the development agreement or other modifications deemed major by the city administrator shall require a public hearing before the City Council, using the same notice and procedures as the original application.

**11-8-5: DESIGN:**

- A. Lot Design. Lots may deviate from the minimum zoning district lot width. Lots within the residential districts may deviate from the minimum lot area standard, so long as the total number of lots do not exceed the units allowed based on the lot area minimum for the entire subject area. Lots within the Commercial, Medical, or Industrial districts are not subject to the minimum lot area standards, provided lots are sized to accommodate the use, required parking, and other applicable zoning standards.
- B. Clustering. The clustering of lots and housing units to allow greater open space and reduced infrastructure costs is encouraged.

- C. Setbacks. Reduced or zero setbacks may be permitted where structures adjoin common areas, courtyards, open spaces, private streets, or common walls. Setbacks to the exterior property lines of the subject property shall meet the zoning district minimums. The setback reductions must be requested in the PUD application and shown on the final plan.
- D. Variations. The city may approve variations to design and construction standards, where the applicant demonstrates that an alternative design would better serve the proposed development due to topography, service connections, existing development patterns, or other unique features. The variations shall not adversely affect city or public services and shall not be detrimental to public health, safety, or welfare.
- E. Access. Connections to public rights-of-way shall be consistent with the city transportation plan and standards. Interior streets shall be designed to meet minimum fire code standards.
- F. Parking. Off-street parking shall meet the minimum standards of Chapter 13 of this title, unless variations to the standards are approved through the PUD process.
- G. Amenities. The developer shall provide public or private amenities appropriate to the scale and location of the project, which may include any of the following, subject to a negotiated agreement with the city:
  - 1. A minimum 10 percent (10%) of the gross acreage of the subject property, dedicated as common or open space. The land may be dedicated to a homeowners' association or to the city or other public entity through mutual agreements. Proposed common/open space must be appropriate in scale, use, and character to the planned unit development. The land shall be designed, constructed, and maintained for recreational, community gardens, green belts, courtyards, open space, or parkland.
  - 2. Bike/pedestrian pathways.
  - 3. Connections to existing pathways.
  - 4. Bus stop.
  - 5. Sidewalks.
  - 6. Bike racks.
  - 7. Park playground equipment, community facilities, or other public features that serve the neighborhood.
  - 8. Other negotiated amenities.

H. Buffering. Screening, vegetative buffers, greater setbacks, or integration of multi-family with single-family housing shall be employed to provide consistency with the surrounding neighborhood.

**SECTION 2: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**SECTION 3: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2020

This ordinance passed [under suspension of rules] and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, upon the following roll call vote:

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor James R. "Dick" Staples

Attest:

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

APPROVAL OF ORDINANCE SUMMARY

Publication of this ordinance by summary in the official newspaper is hereby approved by the Bonners Ferry City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020, upon the following vote:

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor James R. "Dick" Staples

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

**SUMMARY FOR PUBLICATION OF  
CITY OF BONNERS FERRY ORDINANCE NO.597**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 597, adopted on October 6, 2020. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING IN ITS ENTIRETY CHAPTER 8, PLANNED UNIT DEVELOPMENT (PUD) AGREEMENTS, OF TITLE 11 (ZONING REGULATIONS), AND ADOPTING A NEW CHAPTER 8, PLANNED UNIT DEVELOPMENTS OF TITLE 11 TO PROVIDE APPLICABILITY, PROCEDURES, AND DESIGN STANDARDS AND SEVERABILITY, AND THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance repeals and replaces the existing Planned Unit Development (PUD) ordinance with the following: Opportunity for PUDs in all zoning districts; requirement to follow the special use permit process when considering PUD applications; establishment of a minimum 2 acres for PUD sites; pairing of the processing of PUDs with companion subdivision applications; allowance for a mixture of housing types (duplex, single-family, multi-family, townhomes, or courtyard style); Limited, low-intensity commercial uses in the residential PUDs; inclusion of residential uses in the Industrial PUDs; variation from zoning standards to achieve unique designs, such as reduced or zero setbacks, lot width, lot sizes, clustering of lots, or private roads; Requirement for public or private amenities such as bike/pedestrian pathways, sidewalks, open space, bus stop, bike racks, playground equipment or other negotiated amenities that fit the type and scale of the development.

The full text of Ordinance No. 597 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

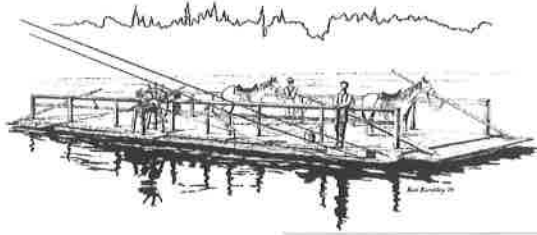
\_\_\_\_\_  
Mayor James R. "Dick" Staples

\_\_\_\_\_  
Christine McNair, City Clerk

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

\_\_\_\_\_  
Dated: \_\_\_\_\_



## CITY OF BONNERS FERRY

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

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# STAFF REPORT FOR OFF-STREET PARKING STANDARDS AMENDMENT, TITLE 11 CITY COUNCIL AMENDMENT FILE #AM012-20

**Prepared by:** Clare Marley, AICP  
City Contract Planner, Ruen-Yeager & Associates, Inc.

**Project Description:** The City of Bonners Ferry has initiated an amendment to its off-street parking regulations to: eliminate commercial off-street parking requirements and reduce residential parking requirements in the Downtown District; adjust parking formulas to reduce required parking; allow administrative considerations for unique uses; update shared parking options; correct a driveway access section; and adjust the parking table.

**Publication Date:** September 3, 2020

**Additional Notifications:** September 8, 2020 to taxing districts; August 28, 2020 to media

**Hearing Dates:** Planning and Zoning: September 24, 2020  
City Council: To be determined

**Hearing Packet:** Draft ordinance, legal notice, Public Service Announcement

**P&Z Recommendation:** Recommended approval on a unanimous vote on September 24, 2020.

### PROJECT BACKGROUND/SUMMARY

The City of Bonners Ferry has initiated an ordinance amendment to revise its off-street parking regulations. The proposed amendment would update Title 11 (Zoning Regulations), Chapter 13, Off-Street Parking. Planning and Zoning Commission members over the past year reviewed city parking requirements, compared them with other similar-sized Idaho cities and national parking standards. They also considered commercial parking options that could reduce the loss the valuable commercial land to parking lots and encourage development of the downtown core. The resulting ordinance amendment would:

- Remove from the parking stall calculations floor areas such as restrooms, entry ways, equipment or utility rooms, storage areas, or other such non-operational spaces, thereby reducing the overall parking space requirements.

- Eliminate the off-street parking requirements for commercial uses within the Downtown zoning district and reduce residential parking requirements by 50%. The Commission reviewed other cities' experience with the "zero" parking standard for downtown cores. The elimination of off-street parking requirements helped communities encourage growth and re-development and discouraged the destruction of small, historic businesses to make way for parking lots.
- Allow the city administrator or engineer to determine parking requirements for uses that are not specifically listed in the Bonners Ferry parking charts. The staff would use a nationally recognized industry classification system to base parking on similar uses.
- Permit the city administrator or engineer to interpret regulations and standards for unique land uses, by reviewing traffic, pathways, expected building occupancy, and other operation details.
- Adjust the shared parking agreement process so that city staff rather than City Council can review the parking proposals.
- Correct a residential parking standard so that one- and two-family residential uses are allowed to back out of their driveways. Current code prohibits all traffic from backing out of driveways onto public or private streets.
- Update the parking schedule to reduce parking requirements for studio apartments, funeral parlors and churches, add bank and office building standards, and differentiate between elementary school and junior/senior high school parking requirements.

**PUBLIC COMMENTS**

No written public comments had been submitted to the record at the time of this staff report. At the September 24, 2020 public hearing, one member of the public requested additional information on how the proposed parking changes would affect her business. She did not oppose the amendment.

**COMPREHENSIVE PLAN ANALYSIS**

Adoption or amendment of the zoning code requires confirmation that the ordinance is in accord with the policies set forth in the adopted comprehensive plan. Many of the comprehensive plan sections do not directly relate to the parking. Below is a summary of each section, and portions that may relate to the proposed ordinance:

**Section 1** of the adopted comprehensive plan addresses the need to adopt regulations that are consistent with community goals and objectives. Planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens. This section includes a principal that the community design should help conserve resources and minimize waste.

**Section 2** covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare.

**Section 3** deals with population and growth.

**Section 4** reviews the school facility and transportation needs.

**Section 5** on economic growth recognizes the community's source of income relies on natural resources and retail trade. Policies consider the promotion of tourism, clean industry, and expansion and growth of existing businesses. These policies encourage new businesses to locate in Bonners Ferry and expand job opportunities and urges the city to work toward expansion and growth of existing businesses.

**Section 6** of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions. The policies of Goal 10 include a statement that developers should be required to provide adequate off-street parking in areas where on-street parking could create safety hazards and circulation disruption.

**Section 7** addresses natural resources and encourages the protection of natural beauty and



environment of the area and the need for buffers and mitigation to protect from noise, odor, or pollution.

**Section 8** includes potential rail, river, and hillside hazards and emergency services.

**Section 9** reviews available water, sewer, power, fire, solid waste and health services.

**Section 10** is relative to transportation, needs, and policies. The section addresses street connectivity, funding, future transportation improvements, and capital improvement plans.

**Section 11** covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a “community wide park environment,” while promoting a “sense of community ownership.”

**Section 12**, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands.

**Section 13**, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development.

**Section 14**, Community Design, refers to the Hudson strategic plan. The plan included an action item to facilitate the movement and parking of cars. Suggestions included pursuing additional parking-related strategies, shared parking arrangements, and new parking downtown.

**Section 15** is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

#### **STAFF ANALYSIS**

Challenges to off-street parking requirements came to light as the community saw one church rebuilding after a devastating fire, and other smaller and larger commercial projects proposing development and re-development of the downtown. The Planning and Zoning Commission studied other community strategies for parking and reviewed state and national parking standards. While the existing parking chart for the most part is similar to other communities parking stall requirements, the local parking formulas are based on gross floor areas. As a result, storage areas, bathrooms, hallways, or entry ways count toward total parking. Frequently, minor storage additions or commercial expansions have had difficulties finding sufficient parking even though these added areas may not produce additional traffic and parking needs. The amendment proposes to eliminate from the parking calculations those areas that are utility areas, non-public spaces, entry ways, storage areas, and similar areas. The Commission also reviewed several communities’ “zero” parking strategies in downtown cores. After reviewing existing parking lots and on-street parking in the Downtown zoning district and considering several scenarios for reduced parking by percentages, the Commission concluded a zero off-street parking strategy would work for the commercial core. Other changes include streamlining the shared parking process and allowing staff to determine unique parking needs based on similar industries. This administrative approach is better than listing every possible land use in a parking chart. The comprehensive plan does not contain many specifics on parking regulations but does encourage the community to aid in job creations and economic growth. The community design section encourages the conservation of resources and avoidance of waste. Excessive parking requirements can result in waste of valuable lands. Section 14, through the Hudson plan, acknowledges the need to strategize about parking needs, arrange for shared parking agreements and look for “new” parking downtown.

#### **AUTHORITY/PROCEDURES**

**Idaho Code §67-6511.** Zoning Ordinance. Establishes procedures and requirement to be in accord with comprehensive plan. Requires notice and process in accord with Idaho Code §67-6509.

**Idaho Code §67-6509** establishes the procedures for adoption and amendment of the plan. At least 15 days prior to the public hearing, the city must give notice of the proposed amendment to the official newspaper of record, media, political subdivisions within the city jurisdiction, school districts, and the manager of the public airport. The Planning and Zoning Commission shall

make a recommendation to the City Council on the proposed amendment. The City Council may conduct at least one public hearing, in addition to the Commission decision, after it receives the recommendation from the Planning and Zoning Commission. If the City Council makes any material change in the recommendation or options contained in the Commission recommendation, further notice and a public hearing must be conducted by the Council.

**Idaho Code §67-6518.** Standards. Cities have authority to adopt standards for public and private development.

**Bonnors Ferry City Code Chapter 6,** Amendment of the Act. Process, and rights of city to initiate amendment. Section 11-6-5, Council Action, provides that the Council *may* require a public hearing before making a decision and may request studies from the applicant or public agencies.

**PUBLIC NOTICE**

Notice of the Planning and Zoning Commission hearing was published in the official newspaper of record on September 3, 2020 (21 days prior to the public hearing). Notice was also mailed to the media on August 28, 2020 and to taxing districts, the school district, and airport manager on September 8, 2020. Legal noticing requirements have been met.

**MOTIONS BY THE GOVERNING BODY:**

Motion to Approve: I move to approve this file #AM012-20, amending Bonners Ferry City Code, Title 11, regarding off-street parking standards, finding that it is in accordance with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon public testimony received.

I further move to adopt the following reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL MEETS THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

Motion to Deny: I move to deny this file #AM012-20, amending Bonners Ferry City Code, Title 11, regarding off-street parking standards, finding that it is not in accordance with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon public testimony received.

I further move to adopt the following findings and reasoned statement as written (or as amended). (READ STATEMENTS, SPECIFYING HOW THE PROPOSAL FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

**REASONED STATEMENTS**

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

|                      |                                           |
|----------------------|-------------------------------------------|
| Community Design     | Special Areas and Sites                   |
| Natural Resource     | Recreation                                |
| Population           | Housing                                   |
| Economic Development | Land Use                                  |
| Hazardous Areas      | Public Services, Facilities and Utilities |
| Transportation       | Implementation                            |
| Property Rights      | School Facilities & Transportation        |

## Findings:

1. The Planning and Zoning Commission conducted a duly noticed public hearing in accord with Idaho Code §67-6509 to consider the proposed off-street parking amendment and provided a recommendation to approve to City Council.
2. Idaho Code §67-6518, "Standards," gives authority to Idaho cities to adopt standards for public and private development, and specifically for "parking spaces."
3. Section 1 of the comprehensive plan includes a principal that the community design should help conserve resources and minimize waste.
4. Section 5 on economic growth considers the promotion of tourism, clean industry, and expansion and growth of existing businesses. These policies encourage new businesses to locate in Bonners Ferry and expand job opportunities and urges the city to work toward expansion and growth of existing businesses.
5. Section 14 of the comprehensive plan, Community Design, refers to the Hudson strategic plan. The plan included an action item to facilitate the movement and parking of cars. Suggestions included pursuing additional parking-related strategies, shared parking arrangements, and new parking downtown.
6. Section 15 of the comprehensive plan urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

**SUMMARY FOR PUBLICATION OF  
CITY OF BONNERS FERRY ORDINANCE NO. 598**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 598, adopted on \_\_\_\_\_. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AMENDING TITLE 11 (ZONING REGULATIONS) CHAPTER 13 (OFF STREET PARKING) TO REDUCE PARKING SPACE REQUIREMENTS BY ADJUSTING FLOOR AREA CALCULATIONS AND MINIMUM PARKING SPACE REQUIREMENTS AND ELIMINATING NON-RESIDENTIAL DOWNTOWN DISTRICT OFF STREET PARKING REQUIREMENTS; TO AUTHORIZE ADMINISTRATIVE CONSIDERATIONS FOR UNIQUE USES AND SITUATIONS, AND TO AMEND SHARED PARKING STANDARDS; AND PROVIDE SEVERABILITY; PROVIDE THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance removes gross floor area from the parking stall calculations; eliminates the off-street parking requirements for commercial uses within the Downtown zoning district and reduce residential parking requirements by 50%; Allows the city administrator or engineer to determine parking requirements for uses that are not specifically listed in the Bonners Ferry parking charts; permits the city administrator or engineer to interpret regulations and standards for unique land uses, by reviewing traffic, pathways, expected building occupancy, and other operation details; adjusts the shared parking agreement process so that city staff rather than City Council can review the parking proposals; corrects a residential parking standard so that one- and two-family residential uses are allowed to back out of their driveways. Current code prohibits all traffic from backing out of driveways onto public or private streets; Updates the parking schedule to reduce parking requirements for studio apartments, funeral parlors and churches, adds bank and office building standards, and differentiates between elementary school and junior/senior high school parking requirements.

The full text of Ordinance No. \_\_\_\_ is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

\_\_\_\_\_  
Mayor James R. "Dick" Staples

\_\_\_\_\_  
Christine McNair, City Clerk

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

\_\_\_\_\_  
Dated: \_\_\_\_\_

## ORDINANCE NO. 598

### TITLE: OFF STREET PARKING STANDARDS

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AMENDING TITLE 11 (ZONING REGULATIONS) CHAPTER 13 (OFF STREET PARKING) TO REDUCE PARKING SPACE REQUIREMENTS BY ADJUSTING FLOOR AREA CALCULATIONS AND MINIMUM PARKING SPACE REQUIREMENTS AND ELIMINATING NON-RESIDENTIAL DOWNTOWN DISTRICT OFF STREET PARKING REQUIREMENTS; TO AUTHORIZE ADMINISTRATIVE CONSIDERATIONS FOR UNIQUE USES AND SITUATIONS, AND TO AMEND SHARED PARKING STANDARDS; AND PROVIDE SEVERABILITY; PROVIDE THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, the Constitution of the State of Idaho, Article XII, Section 2, the Local Land Use Planning Act, Title 67, Chapter 65, and the Idaho Municipal Corporations Title 50, Chapters 3 and 9 provide authority for the City of Bonners Ferry to adopt ordinances establishing land use standards; and

**WHEREAS**, Idaho Code §67-6518 “Standards” specifically authorizes governing boards to set standards for parking spaces; and

**WHEREAS**, the City of Bonners Ferry desires to revise parking standards to decrease the loss of valuable commercial land to vacant and under-used parking lots by revising minimum parking space requirements, adopting a simpler process for shared parking agreements, eliminating parking requirements for non-residential uses in the Downtown District and adjusting floor area calculations to exclude storage, utility and non-public areas; and

**WHEREAS**, the adopted comprehensive plan recognizes the need to “encourage business establishments that will promote the City of Bonners Ferry and surrounding area,” and to “work for the expansion and growth of existing businesses...;” and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing on September 24, 2020, in accordance with the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code and recommended to the City Council approval of the Parking Standards ordinance, File #AM012-20; and

**NOW THEREFORE**, be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**SECTION 1: ADOPTION:** That Bonners Ferry City Code, Title 11 (Zoning Regulations), Chapter 13 (Off Street Parking) is hereby amended to read as follows: (Text to be removed is shown with a ~~strike through~~; new language is shown with an underline.)

**PART A:**

There is hereby added to Section 11-13-2, Application of Provisions, new paragraphs L, M, N, and O, which shall read as follows:

L. Parking Spaces Required. Hallways, storage areas, restrooms, entries, stairways, equipment and utility areas, and other such building service or circulation areas not used or required for business operations, the public, or retail sales space shall not count as floor space for purposes of determining parking spaces required.

M. Downtown Zone Parking. No off-street parking spaces shall be required for commercial uses within the Downtown District. Residential parking shall be provided at fifty percent (50%) of the spaces required at 11-13-5, Schedule of Parking Requirements.

N. Uses Not Listed. The city administrator or city engineer shall determine the minimum parking requirements for uses not specifically listed in the parking schedule, based upon comparable uses found in the North American Industry Classification System, as amended, modified or superseded.

O. Administrative Considerations. The city administrator or city engineer is authorized to interpret regulations or standards for particular uses or situations not specifically provided in this title, taking into consideration a parking plan submitted by the applicant detailing hours of operation, proximity to pathways, expected attendance, number of employees, customers, or participants, parking and loading needs, and other such factors.

**PART B:**

Section 11-13-2, Application of Provisions, Paragraph I is hereby amended to read as follows:

I. Joint Use Parking. Two (2) or more uses may share the same off-street parking area and be credited for the required parking spaces, provided:

1. Principal operating hours and traffic generation of the structures or land uses are not in substantial conflict, to the satisfaction of the city engineer and/or administrator;

2. The off-street parking shall be located not more than six hundred feet (600') from the primary entrance of the structure to the nearest entrance of the parking area;

3. An agreement between the parties for shared parking shall be submitted to the city for review and approved by the city attorney and/or administrator.

4. All shared parking and mutual easements shall be recorded and a copy provided to the city.

5. In the event the joint use agreement is terminated, the parties shall notify the city and comply with the parking requirements in effect or enter into another joint use agreement in compliance with this section within sixty (60) days after the agreement was terminated.

~~I. Principal operating hours of the building, structure or use shall not be in substantial conflict, the off street parking shall be located not more than six hundred feet (600') from the primary entrance of the structure to the nearest entrance of the parking area, and a written agreement involved with the joint use of an off street parking facility shall be approved by the city attorney, executed and submitted to the city council, and recorded after council approval. In the event the joint use agreement is terminated, the parties shall notify the city and comply with the parking requirements in effect or enter into another joint use agreement within sixty (60) days after the agreement was terminated.~~

#### **PART C:**

Section 11-13-3, Design and Maintenance, Paragraph C, is hereby amended to read as follows:

C. Access driveways for parking areas shall be located in such a way that any vehicle entering or leaving such area shall be clearly visible by a pedestrian or motorist approaching the access or driveway from a public or private street and designed in such a manner that any vehicle leaving or entering the parking area from or onto a public or private street shall be traveling in a forward motion. One- and two (2)-family residential uses are excluded from the requirement to design access driveways for forward motion travel.

#### **PART D:**

Section 11-13-5, Schedule of Parking Requirements, is hereby amended as follows:

#### **11-13-5: SCHEDULE OF PARKING REQUIREMENTS:**

For the purpose of this title, the following space requirements shall apply:

| <u>Type Of Use</u>                                  | <u>Parking Spaces Required</u>                                                                                                                               |
|-----------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Residential:                                        |                                                                                                                                                              |
| All residential including multi-family              | 2 for each dwelling unit<br><u>1.5 for studio unit (combined living and sleeping space)</u>                                                                  |
| Mobile home parks                                   | See subsection <u>11-10-2H</u> of this title                                                                                                                 |
| Commercial:                                         |                                                                                                                                                              |
| Automobile service and/or fuel                      | 1 for each 2 gasoline pumps and 2 for each service bay                                                                                                       |
| Bowling alleys                                      | 4 for each alley or lane, plus 1 additional for each 100 square feet of the area used for restaurant, cocktail lounge or similar use                         |
| Childcare facilities                                | 1 per 6 children, plus 1 for each employee                                                                                                                   |
| Dining rooms, restaurants, taverns, nightclubs      | 1 for each 100 square feet of gross floor area plus 1 for every 2 employees. <u>See subsection 11-13-2L for floor space calculations.</u>                    |
| Establishments for the service of food or beverage  | 1 per 100 square feet of gross floor area. <u>See subsection 11-13-2L for floor space calculations.</u>                                                      |
| Funeral parlors, mortuaries                         | <u>1 per 4 seats</u> 1 for each 100-square feet of floor area                                                                                                |
| Hotels, motels                                      | 1 for each sleeping room, plus 1 for every 2 employees                                                                                                       |
| Public community centers, auditoriums               | 1 per 100 square feet of gross floor area. <u>See subsection 11-13-2L for floor space calculations.</u>                                                      |
| Recreational or entertainment, indoors or outdoors. | 1 for each 100-square feet of gross floor area plus 1 for every 2 employees. <u>Based upon parking plan review provided at Section 11-13-2, Paragraph O.</u> |
| Retail or service establishments                    | 1 for each 250 square feet of gross floor area of the building. <u>See subsection 11-13-2L for floor space calculations.</u>                                 |
| All other types of business or commercial uses      | 1 for each 250 square feet of gross floor area permitted in any business district area. <u>See subsection 11-13-2L for floor space calculations.</u>         |



| <u>Type Of Use</u>                                            | <u>Parking Spaces Required</u>                                                                                                                                                                                                               |
|---------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Institutional:                                                |                                                                                                                                                                                                                                              |
| <u>Banks/offices</u>                                          | 1 for each 250 square feet of floor area of the building. See subsection 11-13-2L for floor space calculations.                                                                                                                              |
| Business, technical and trade schools                         | 1 for each 2 students                                                                                                                                                                                                                        |
| Churches and other places of religious assembly               | 1 for each 4 <u>6</u> seats                                                                                                                                                                                                                  |
| Hospitals, nursing homes, and sanitariums                     | 1 for each 250 square feet of gross floor area of the building<br>See subsection 11-13-2L for floor space calculations.                                                                                                                      |
| Libraries, museums and art galleries                          | 1 for each 400 square feet of floor area                                                                                                                                                                                                     |
| Medical and dental clinics                                    | 1 space for every examination or treating room, 1 space for every 200 square feet of waiting area, and 1 space for each employee                                                                                                             |
| <u>Elementary Schools</u><br><u>High Schools, Junior High</u> | 2 for each classroom and 1 for every 8 seats in auditorium or assembly hall<br><br>1 space per 15 students and 1 for every 8 seats in auditorium or assembly hall or based upon parking plan review provided at Section 11-13-2, Paragraph O |
| Industrial:                                                   |                                                                                                                                                                                                                                              |
| Manufacturing                                                 | 1 space for each 1,000 square feet of gross floor area                                                                                                                                                                                       |

Fractional numbers shall be increased to the next whole number.

**SECTION 2: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision

to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**SECTION 3: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2020

This ordinance passed [under suspension of rules] and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, upon the following roll call vote:

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor James R. "Dick" Staples

Attest:

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

APPROVAL OF ORDINANCE SUMMARY

Publication of this ordinance by summary in the official newspaper is hereby approved by the Bonners Ferry City Council on this \_\_\_\_ day of \_\_\_\_\_, 2020, upon the following vote:

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor James R. "Dick" Staples

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

**SUMMARY FOR PUBLICATION OF  
CITY OF BONNERS FERRY ORDINANCE NO. 598**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 598, adopted on October 6, 2020. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AMENDING TITLE 11 (ZONING REGULATIONS) CHAPTER 13 (OFF STREET PARKING) TO REDUCE PARKING SPACE REQUIREMENTS BY ADJUSTING FLOOR AREA CALCULATIONS AND MINIMUM PARKING SPACE REQUIREMENTS AND ELIMINATING NON-RESIDENTIAL DOWNTOWN DISTRICT OFF STREET PARKING REQUIREMENTS; TO AUTHORIZE ADMINISTRATIVE CONSIDERATIONS FOR UNIQUE USES AND SITUATIONS, AND TO AMEND SHARED PARKING STANDARDS; AND PROVIDE SEVERABILITY; PROVIDE THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance removes gross floor area from the parking stall calculations; eliminates the off-street parking requirements for commercial uses within the Downtown zoning district and reduce residential parking requirements by 50%; Allows the city administrator or engineer to determine parking requirements for uses that are not specifically listed in the Bonners Ferry parking charts; permits the city administrator or engineer to interpret regulations and standards for unique land uses, by reviewing traffic, pathways, expected building occupancy, and other operation details; adjusts the shared parking agreement process so that city staff rather than City Council can review the parking proposals; corrects a residential parking standard so that one- and two-family residential uses are allowed to back out of their driveways. Current code prohibits all traffic from backing out of driveways onto public or private streets; Updates the parking schedule to reduce parking requirements for studio apartments, funeral parlors and churches, adds bank and office building standards, and differentiates between elementary school and junior/senior high school parking requirements.

The full text of Ordinance No. 598 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

\_\_\_\_\_  
Mayor James R. "Dick" Staples

\_\_\_\_\_  
Christine McNair, City Clerk

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

\_\_\_\_\_  
Dated: \_\_\_\_\_



## CITY OF BONNERS FERRY

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

---

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** October 1, 2020

**RE:** Authorize Mayor to sign employee contracts with IT Manager and Police Admin Assistant.

---

Approval of the attached contracts for the IT Manager and the Police Admin Assistant are required in order to amend the benefit packages that the employees receive when they are not employed as full time employees. Both contracts offer access to city health insurance for either them or their families, which is a fulltime-employee-benefit. The IT manager's contract also offers access to accumulating PTO time and sick banked time.

If acceptable, a motion to authorize the Mayor to sign the employee contracts with the IT Manager and the Police Administration Assistant is requested. I would request that the contracts be effective starting October 4, 2020, which is the start of the next pay period.

Please let me know if you have any questions.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and BRIAN ERRETT, (hereinafter "EMPLOYEE").

The parties agree as follows:

1. **EMPLOYMENT STATUS:** EMPLOYEE shall be classified as an employee of the CITY for all purposes including, but not limited to: payroll deductions, insurance coverage by City's insurer, applicability of City policies and procedures, and coverage as an employee for acts in his official capacity under the Idaho Tort Claims Act. Nothing in this Agreement shall be construed in such a manner to suggest that EMPLOYEE is an independent contractor.
2. **DUTIES:** Through the course of employment with the CITY, EMPLOYEE agrees to perform various duties related to information technology, as well as City Administration. Some of these duties may include, but are not limited to:
  - a. Initiate, coordinate and/or recommend systems, policies, and procedures around IT services;
  - b. Identify and contribute solutions to problems relating to IT needs within the city and reciprocal agencies;
  - c. Plan, design and complete projects by coordinating resources and timetables with other city departments;
  - d. Preserves assets by implementing disaster recovery and back-up procedures and information security and control structures;
  - e. Setting up workstations with computers and necessary ancillary devices;
  - f. Checking computer hardware (HDD, mouses, keyboards etc.) for compatibility with city infrastructure;
  - g. Install and configuring appropriate software and functions on city equipment;
  - h. Develop and maintain local networks in ways that optimize performance;
  - i. Ensure security and privacy of networks and computer systems;
  - j. Provide orientation and guidance to users on how to operate new software and computer equipment;
  - k. Organize and schedule upgrades and maintenance on city owned equipment;
  - l. Perform troubleshooting to diagnose and resolve problems (repair and/or replace parts, debugging etc.);
  - m. Maintain records/logs of city IT equipment and maintenance schedules;
  - n. Identify computer or network equipment shortages and work with the City Administrator to budget and/or order new equipment when necessary;
  - o. Perform all other duties as assigned.

3. **COMPENSATION AND TERMS:**

- a. **MONETARY COMPENSATION:** This Agreement shall include 20-hour a week salaried compensation in the amount of 50,000.00 annually. Compensation is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
- b. After September 30, 2020, EMPLOYEE shall be reimbursed \$35.00/hour for every hour worked over the base 20 hours / week. EMPLOYEE shall keep track of time over base salary on a weekly time sheet and shall submit such time sheet in accordance with city standards.
- c. **BENEFITS:** EMPLOYEE shall receive as part of his compensation package, medical coverage for EMPLOYEE and his family under the CITY'S medical insurance (Blue Cross of Idaho). EMPLOYEE and CITY shall also make contributions to EMPLOYEE'S PERSI account in the legally mandated amounts.
- d. **BASE PAY ADJUSTMENTS (COLA),** unless specifically exempt, future pay increases (COLA) approved by City Council for full-time employees, shall adjust the EMPLOYEE rate accordingly without further amendment by this contract;
- e. **PAID TIME OFF & SICKBANK TIME ACCRUAL:** EMPLOYEE shall accumulate vacation, paid time off in accordance with the City accrual policy at a rate of fifty (50%) of normal accrual rate for full-time City employees. EMPLOYEE may elect to create a sick bank and shall contribute in accordance with city employment policy handbook.

4. **TERM OF CONTRACT:**

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

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

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

7. **NON-APPROPRIATION:** Should CITY fail to appropriate funds contemplated under this contract, the contract may be terminated based upon this non-appropriation following notice of termination as contemplated in this agreement.

8. **NON-WAIVER**: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
9. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
10. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

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

CITY OF BONNERS FERRY:

EMPLOYEE:

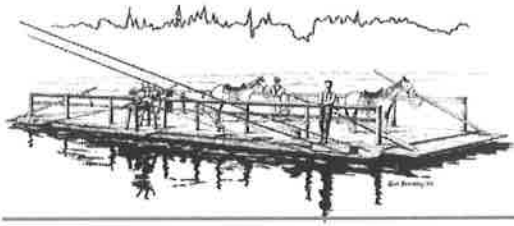
\_\_\_\_\_  
James R. Staples, Mayor

  
\_\_\_\_\_  
Brian Errett

Attest:

\_\_\_\_\_  
Christine McNair, City Clerk





## CITY OF BONNERS FERRY

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

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**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** October 1, 2020

**RE:** **Authorize Mayor to sign employee contracts with IT Manager and Police Admin Assistant.**

---

Approval of the attached contracts for the IT Manager and the Police Admin Assistant are required in order to amend the benefit packages that the employees receive when they are not employed as full time employees. Both contracts offer access to city health insurance for either them or their families, which is a fulltime-employee-benefit. The IT manager's contract also offers access to accumulating PTO time and sick banked time.

If acceptable, a motion to authorize the Mayor to sign the employee contracts with the IT Manager and the Police Administration Assistant is requested. I would request that the contracts be effective starting October 4, 2020, which is the start of the next pay period.

Please let me know if you have any questions.

## EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and JUDY JESKE, (hereinafter "EMPLOYEE").

The parties agree as follows:

1. **EMPLOYMENT STATUS:** EMPLOYEE shall be classified as an employee of the CITY for all purposes including, but not limited to: payroll deductions, insurance coverage by City's insurer, applicability of City policies and procedures, and coverage as an employee for acts in his official capacity under the Idaho Tort Claims Act. Nothing in this Agreement shall be construed in such a manner to suggest that EMPLOYEE is an independent contractor.
2. **DUTIES:** Through the course of employment with the CITY, EMPLOYEE agrees to perform various duties related to clerical and technical work on behalf of the police department. Duties include, but are not limited to:
  - a. Maintain confidential and private information generated within the City;
  - b. Maintain records and files of citations, case files and related police records;
  - c. Check files for criminal records of subjects for authorized personnel;
  - d. Answer phones and personally respond to questions/concerns or refers to appropriate person(s);
  - e. Assists in sorting and routing mail;
  - f. Maintain adequate inventory of office supplies and other supplies needed by the Department;
  - g. Maintain records retention schedule in accordance with relevant policies;
  - h. Perform other related duties as delegated by the Chief of Police.
3. **COMPENSATION AND TERMS:**
  - a. **MONETARY COMPENSATION:** This Agreement is based on a 20-hour a week compensation in the amount of \$12.80 per hour. Compensation is to be paid every two (2) weeks in accordance with the CITY payroll schedule;
  - b. **BENEFITS:** EMPLOYEE shall receive as part of her compensation package, medical coverage for the EMPLOYEE under the CITY'S medical insurance. EMPLOYEE and CITY shall also make contributions to EMPLOYEE'S PERSI account in the legally mandated amounts;
  - c. **BASE PAY ADJUSTMENTS (COLA),** unless specifically exempt, future pay increases (COLA) approved by City Council for full-time employees, shall adjust the EMPLOYEE rate accordingly without further amendment by this contract;

4. **TERM OF CONTRACT:**
  - a. **TERM:** The term of this Agreement shall be one year from the date of signing by both parties.
  - b. **EARLY TERMINATION:** Either party may terminate the Agreement with thirty (30) days written notice.
  - c. **CONTINUING TERMS:** At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY and EMPLOYEE, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.
5. **APPLICABILITY OF CITY POLICIES:** EMPLOYEE shall be bound by all City policies established and distributed to employees including the Personnel Policy of the City of Bonners Ferry.
6. **CHOICE OF LAW:** Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
7. **NON-APPROPRIATION:** Should CITY fail to appropriate funds contemplated under this contract, the contract may be terminated based upon this non-appropriation following notice of termination as contemplated in this agreement.
8. **NON-WAIVER:** Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
9. **ENTIRE AGREEMENT:** This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
10. **SEVERABILITY:** If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

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

CITY OF BONNERS FERRY:

EMPLOYEE:

\_\_\_\_\_  
James R. Staples, Mayor

  
\_\_\_\_\_  
Judy Jeske

Attest:

\_\_\_\_\_  
Christine McNair, City Clerk



# Kootenai Tribe of Idaho

P.O. Box 1269  
Bonners Ferry, ID 83805  
Ph# (208) 267-3519  
Fax (208) 267-2960

September 23, 2020

City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, ID 83805

Dear Mayor Staples:

Please find enclosed the contract for Fire Protection services, between the Kootenai Tribe of Idaho and the City of Bonners Ferry for fiscal year 2021. Kindly sign both originals and return one to Rhonda Vogl, Kootenai Tribe of Idaho.

The Tribe appreciates the working relationship with the City and looks forward to its continuation. If you have any questions, please contact myself or Chairperson Gary Aitken Jr. at 208-267-3519.

Sincerely,

Rhonda Vogl  
Administrative Director

## **CONTRACT FOR FIRE PROTECTION SERVICES**

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

### **PARTIES**

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

### **FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.**

#### **A.**

#### **SCOPE OF SERVICES**

The CITY shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

**B.**

**FIRE HYDRANTS**

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

**C.**

**PROGRESS AND FINAL REPORTS**

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

At its expense, the CITY shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the TRIBE unless otherwise expressly provided herein.

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning October 1, 2020 and ending September 30, 2021 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-two thousand one hundred fifty United States dollars (US\$22,150.00 -- \$1845.83/month), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

Disputes arising under this contract shall be resolved by binding arbitration through the United States Department of the Interior Bureau of Indian Affairs or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

**E.**

**INDEMNIFICATION**

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

**F.**

**PAYMENT IN LIEU OF TAXES**

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the TRIBE to the CITY for TRIBE-owned property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Contract, for the period such taxes are paid payments herewith shall be fully refunded and the Contract shall automatically terminate.

**G.**

**VOLUME CONSIDERATION**

This Contract is entered into based upon the assumption that the facilities owned and operated by the TRIBE are as they now exist. In the event that, during the term of this Contract, the TRIBE shall modify its facilities to increase its capacity, it is anticipated that there may be a corresponding increase in the demand for the CITY's services as contracted for by this Contract. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the CITY for the services that the CITY hereby agrees to provide.

**H.**

**TRIBAL COOPERATION**

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

**I.**



**HOLD OVER CLAUSE**

In the event that this Contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the TRIBE or the CITY provide notice of its cancellation. It is agreed that the CITY shall be reimbursed at the original Contract rate until such time as a new Contract has been executed, at which time the TRIBE shall retroactively reimburse the CITY at the new rate.

DATED this 23rd day of Sept, 2020.

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By:   
Gary Aitken, Jr., Chairman

By:   
Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

By: \_\_\_\_\_  
Mayor Dick Staples

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



## CITY OF BONNERS FERRY

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

---

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** October 1, 2020

**RE:** 2020 LRHIP Application for Garden Lane to Garden Ct.

---

The City is eligible again this year to apply for another \$100,000 Local Rural Highway Investment Program (LRHIP) through the Local Highway Technical Assistance Council (LHTAC). Application are due on November 19, 2020.

According to LHTAC's "The program is funded by an exchange of Federal-aid Rural funds for ITD State funds...the maximum amount funded is \$100,000.00." There is no in-kind match for these funds, but it does not cover the cost of engineering or design. The \$100,000.00 can cover construction costs only.

Staff is very interested in applying for \$100,000.00 to fund the second segment of Garden Lane, from Garden Ct. to Alderson Street (see attached concept).

The City of Bonners Ferry in July of this year, contract with Century West Engineering to design the Garden Lane Extension project (from Garden Ct to Fry Street). This section was funded with a 2018, \$100,00.00 LRHIP grant. As part of the design, we asked Century West to develop a concept for extending the same street profile from Fry Street to Alderson Lane.

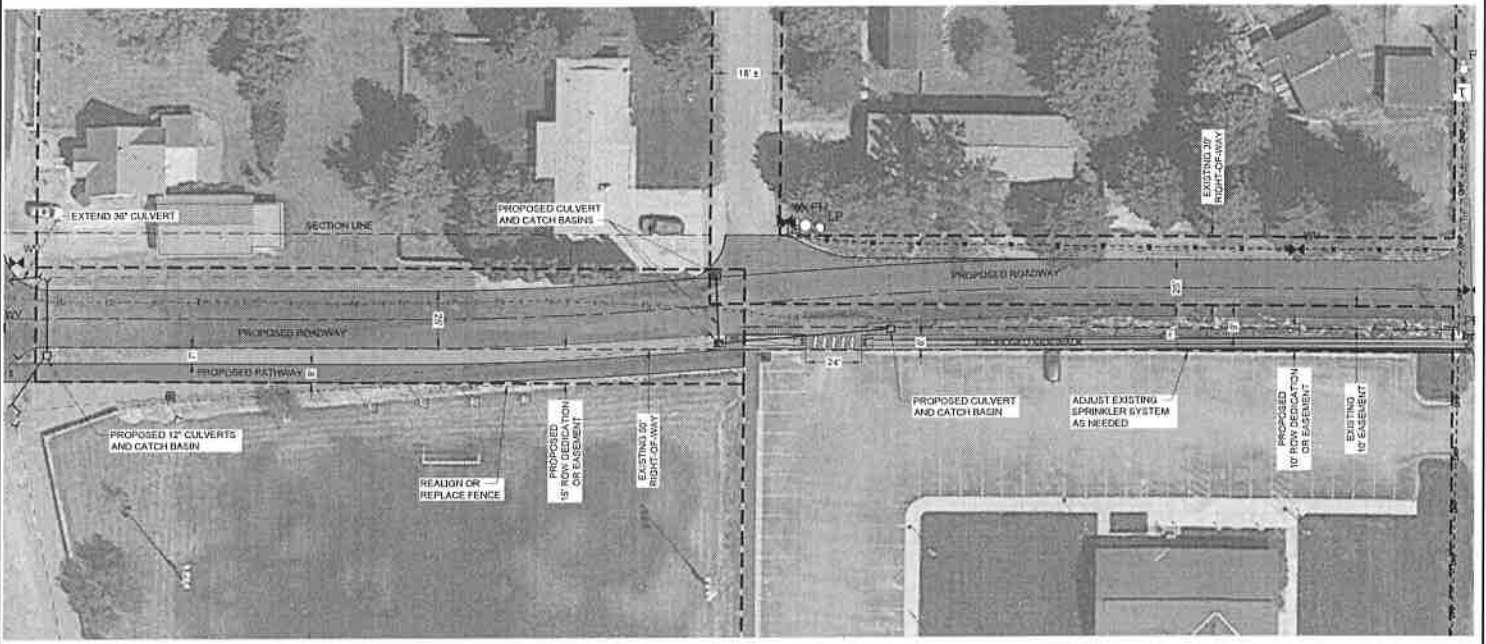
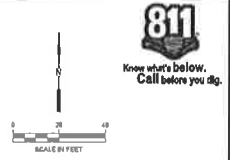
Ryan Luttmann, with Century West Engineering is working with the City, to prepare the construction drawings and bid documents for both segments independently this winter with constructed expected in the spring/summer of 2021. If we are successful with another LRHIP application, we may be able to construct both projects concurrently.

A motion to authorize staff to prepare and the Mayor to sign a Local Rural Highway Investment Program application for Garden Lane to Garden Court in the amount of \$100,000.00 would be required in order for staff to start preparing the documentation.

Please let me know if you have any questions.

# CITY OF BONNERS FERRY

## GARDEN LANE ROAD IMPROVEMENTS

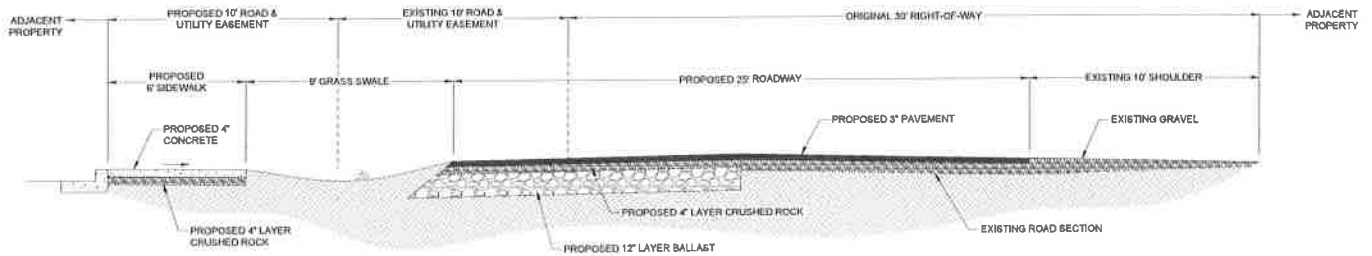


**NOT FOR CONSTRUCTION**

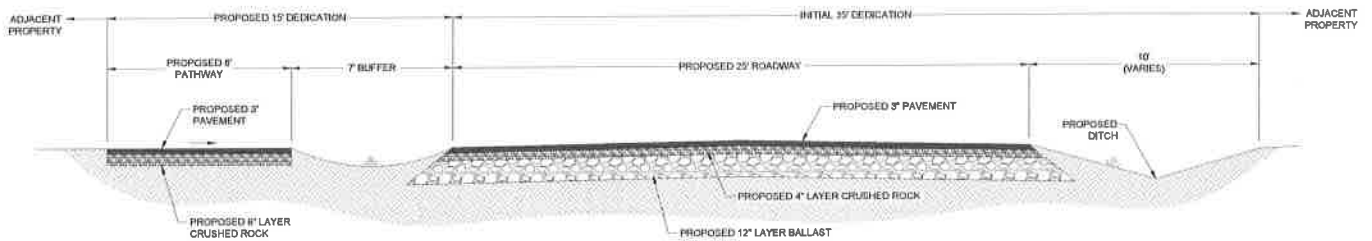
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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------|----------------------|------------------------------|--|----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------|--------------------------------------------------------|-------------|
| <b>REUSE OF DOCUMENTS</b><br>THIS DRAWING AND THE DATA INCORPORATED HEREIN IS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CENTURY WEST ENGINEERING CORPORATION, AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF CENTURY WEST ENGINEERING CORPORATION. |  | <b>VERIFY SCALES</b><br>BAR IS ONE INCH ON ORIGINAL DRAWING.<br>IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY. | NO. DATE BY APPR.    | REVISIONS                    |  | DRAWING OFFICE<br>1000 E. HIGHWAY 100<br>BONNERS FERRY, VA 22011<br>800.841.1111 | DESIGNED BY: <u>RLA/MS</u><br>DRAWN BY: <u>MS</u><br>CHECKED BY: <u>R.L.</u><br>SCALE: <u>AS SHOWN</u> | CITY OF BONNERS FERRY<br>GARDEN LANE ROAD IMPROVEMENTS | DRAWING NO. |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |                                                                                                                           | DATE: <u>8/22/08</u> | PROJECT NO.: <u>ET080001</u> |  | PRELIMINARY CONCEPT                                                              | SHEET NO.<br>1 OF 1                                                                                    |                                                        |             |

# CITY OF BONNERS FERRY

## GARDEN LANE ROAD IMPROVEMENTS



**TYPICAL SECTION  
GARDEN LANE ROAD IMPROVEMENT - EAST**  
NOT TO SCALE



**TYPICAL SECTION  
GARDEN LANE ROAD IMPROVEMENT - WEST**  
NOT TO SCALE

**NOT FOR CONSTRUCTION**

**REUSE OF DOCUMENTS**

THIS DRAWING AND THE DESIGN INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF CENTURY WEST ENGINEERING CORPORATION. ANY REUSE OF THIS DRAWING OR PART THEREOF WITHOUT THE WRITTEN CONSENT OF CENTURY WEST ENGINEERING CORPORATION IS PROHIBITED.



**VERIFY SCALES**  
BAR IS ONE INCH ON ORIGINAL DRAWING.  
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

| REV. | DATE | BY | APPV. | REVISIONS |
|------|------|----|-------|-----------|
|      |      |    |       |           |
|      |      |    |       |           |
|      |      |    |       |           |



DATE: 8/23/23  
PROJECT NO: 24060001

DESIGNED BY: H.E.  
CHECKED BY: A.B.  
SCALE: AS SHOWN

CITY OF BONNERS FERRY  
GARDEN LANE ROAD IMPROVEMENTS  
TYPICAL SECTIONS

DRAWING NO.  
SHEET NO.  
1 OF 1

Creach Greenhouse Inc.

14208 E. 4th Ave  
Spokane Valley, WA 99216  
Phone:509-924-3690  
Fax:509-926-4614

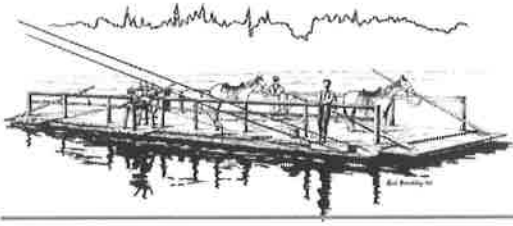
# Quote

| Date      | Quote # |
|-----------|---------|
| 9/29/2020 | 457     |

| Name / Address                                              |
|-------------------------------------------------------------|
| Christine McNair<br>Bonners Ferry, ID 83858<br>208-267-3105 |

| Rep | Project |
|-----|---------|
|     |         |

| Description       | Qty | U/M | Cost         | Total      |
|-------------------|-----|-----|--------------|------------|
| 16" Custom Basket | 72  | ea  | 54.99        | 3,959.28T  |
| DELIVERY CHARGE   |     |     | 75.00        | 75.00T     |
| Sales Tax         |     |     | 8.90%        | 359.05     |
|                   |     |     | <b>Total</b> | \$4,393.33 |



## CITY OF BONNERS FERRY

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

---

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator - *LMA*

**DATE:** October 1, 2020

**RE:** City Job Description

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The attached recommendation for a policy change effects Section III G of the City's policies. This section relates to the adoption of city job descriptions by Council. As provided in the revised policy, staff is recommending removing the job descriptions from the policies approved by Council and keeping them administratively, except for appointed positions.

The purpose of this request is because our job descriptions are constantly amending and changing based on current needs. Every time staff advertises a position with the city, we are looking to amend the job description to align with the duties of the position at the time of advertisement.

Future requests to set job salaries, hourly rates and/or benefits will certainly come to council for action, but should council approve this policy amendment, staff would like to administratively adjust or amend employee job descriptions.

Please let me know if you have any questions.

### **III. G- CITY JOB DESCRIPTIONS**

#### **A. POLICY STATEMENT:**

City job descriptions change from time to time based on current workflow and needs of the City. It is important that these descriptions be available for modification by the city administrative staff as the jobs shift or change. Therefore, by approval of this policy amendment, any job description other than City-Appointed positions, are subject to review and modification by the city's administrative staff. Any changes or modification to City-Appointed job descriptions shall be approved by a motion of the City Council.

#### **B. APPOINTED POSITIONS:**

City Administrator  
City Engineer  
City Clerk  
City Attorney  
City Police Chief  
City Fire Chief



## CITY OF BONNERS FERRY

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

---

**TO:** Mayor and City Council

**FROM:** Lisa Ailport, City Administrator *LMA*

**DATE:** October 1, 2020

**RE:** Consider Advertisement of Water and Sewer Operator

Staff would like to request permission to advertise for another full time water and sewer operator. In order to keep up with the demands that both facilities have in regulatory as well as day-to-day operations another full time operator that can work in both facilities is needed.

If supported, I would like to advertise the position to start at \$18-20/hour depending on experience. It is our hope that we can advertise and fill the position with someone who is already certified to operate either facility. We are hopeful we can fill the position.

Please let me know if you have any questions.





Sep 29, 2020 3:23:29 PM

Job Location: 6802 RIVERSIDE ST LIFT STATION #2

GSA#: 35752

Dear Customer,

Enclosed are two copies of Avista's Natural Gas Service Extension Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of \$0.00, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Brian Scrimsher

Local Rep



Sandpoint - Gas  
100 N Lincoln, MSC-R13, Sandpoint, ID 83864  
Phone: 208-265-6970  
Cell: 208-255-9167  
Email: Brian.Scrimsher@avistacorp.com

**Natural Gas Service Agreement**  
(Commercial Development WA/ID)

Gas Service Agreement Date: Sep 29, 2020  
Work Order No.: 1012873926

Expiration Date: Mar 28, 2021  
GSA No.: 35752

**This Natural Gas Service Extension Agreement** ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and City Of Bonners Ferry ("Customer") (sometimes, individually, a "Party", and collectively, the "Parties").

**Background and Purpose.** Customer wishes to have Avista extend natural gas distribution services to the real property described in Exhibit A hereto (the "Property"). The purpose of this Agreement is to set forth the scope and terms of that natural gas service extension, together with the respective obligations of the Parties. **Therefore, the Parties agree as follows:**

**Section 1 Natural Gas Service Extension**

- 1.1 Avista will extend natural gas service, including service piping and/or main extensions and all associated equipment and facilities ("Natural Gas Service") to the Property. The extension of Natural Gas Service to the Property shall be in accordance with Avista's "Gas Extension Policy" (Schedule 151 for Washington, 152 for Idaho), as on file with the applicable state commission.
- 1.2 Avista will make every reasonable effort to commence the extension of Natural Gas Service to the Property within thirty (30) days of execution of this Agreement; provided, however, that Avista will not commence such an extension until Customer has complied with all requirements of this Agreement.
- 1.3 Avista shall retain ownership of the Natural Gas Service throughout the term of this Agreement and thereafter.

**Section 2 Compensation**

**2.1 Natural Gas Extension Costs**

Customer is responsible for, and shall pay, all costs associated with the Natural Gas Service line extension, as set forth in Schedule 151 (Washington) or 152 (Idaho) ("Customer's Extension Cost Obligation"), as well as all pre-construction obligations that may be applicable. An estimate of these costs are included in the attached Exhibit A. Customer shall make such payment in advance of the extension of the Natural Service. Thereafter, Customer may, during the term of this Agreement, be entitled to receive qualifying allowances and/or refunds as provided for applicable tariffs and determined by Avista in its sole discretion.

**2.2 Pre-Construction Obligations**

- 2.2.1 As a condition of commencing the extension of Natural Gas Service, Customer may be required to advance to the Company a sum equal to 12 minimum monthly payments for natural gas service. If Customer is required to make such an advance, said amount shall be applied as a credit to Customer's natural gas account for the 12 months beginning with the first meter reading after Natural Gas Service is made available.
- 2.2.2 In addition to the Natural Gas Service extension costs, Customer may be responsible for certain pre-construction obligations. In the event Customer is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto. This non-refundable cash payment must be made to Avista prior to the extension of the Natural Gas Service.

- 2.2.3 If identified in Exhibit A, Customer shall be required to provide all trenching, Sch. 40 yellow conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, Sch. 40 yellow conduit may be provided by Avista. The location of said trenching shall be the responsibility of the Customer.
- 2.2.4 Any work described in this Section or in Exhibit A and performed by Customer, or a third party on behalf of Customer, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

### **Section 3 Customer's Responsibilities**

- 3.1 Customer shall notify Avista in advance of the addition of any natural gas load in order to allow Avista adequate time to make any necessary modifications to the Natural Gas Service. In the event Customer fails to provide Avista with the required notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.
- 3.2 By signing this Agreement, Customer authorizes Avista to proceed with any work necessary on the Property to accomplish the installation of the Natural Gas Service. This includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of installing, maintaining or removing the Natural Gas Service, and without any obligation to restore or reimburse Customer for any resulting damages.
- 3.3 Customer acknowledges that, in the event Customer requests that Avista install the Natural Gas Service during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, frozen ground due to winter weather, Customer will be responsible for the repair of landscaping and/or other costs resulting from installation during such Adverse Conditions, which costs are identified on Exhibit A.
- 3.4 Customer is required to notify Avista in any instance where Customer determines that construction or improvements on the Property may encroach on, or cross over, Avista's facilities prior to commencing said activities. All costs related to subsequent relocation of any Avista facilities necessitated by such encroachment shall be at Customer's sole cost.
- 3.5 Customer shall not sell, or permit others to use, Natural Gas Service except when expressly authorized to do so under an appropriate agreement with Avista.

### **Section 4 Underground Locates**

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Customer shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations in the Development. When this Section is applicable Avista, Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista installing the Natural Gas Service. In the event Customer fails to identify or expose any underground facilities, Customer will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

### Section 5 Easements and access to Property

Customer grants Avista a perpetual right of ingress, egress and access over and across the Property to install, operate, inspect, replace and maintain the Natural Gas Service. Upon request by Avista, Customer shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace the Natural Gas Service and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain the Natural Gas Service under this Agreement, Customer shall reimburse Avista for the actual costs applicable for securing such easements and permits.

### Section 6 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

### Section 7 Party Representatives and Notices

7.1 Avista's Representative, Brian Scrimsher, will be the point of contact for Avista in all matters requiring Avista's approval under this Agreement.

7.2 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

### Section 8 Miscellaneous Provisions

8.1 Natural Gas Service. Any receipt and use of natural gas service shall be expressly conditioned upon, and subject to, the applicable Tariffs, as on file with the applicable state commission.

8.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

8.3 Assignment by Developer. Developer shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such Assignment, with or without Avista's prior written consent, will relieve Developer from its responsibilities under this Agreement.

8.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement will survive the completion, termination, or cancellation of this Agreement.

8.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.



- 8.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.
- 8.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
- 8.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
- 8.10 Governing Law, Venue, and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Development is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_ Or Other: \_\_\_\_\_  
Amount: \$0.00

**Avista Corporation**

**City Of Bonners Ferry**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Brian Scrimsher  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Local Rep  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): AGENT

Name: City Of Bonners Ferry  
 Mailing Address: PO BOX 124  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

LOCATED AT: 6802 RIVERSIDE ST LIFT STATION #2  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: \_\_\_\_\_  
 Construction contribution Scale \_\_\_\_\_

**III. CONSTRUCTION CONTRIBUTIONS**

CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: City Of Bonners Ferry WORK ORDER# 1012873926  
 MAILING ADDRESS PO BOX 124  
BONNERS FERRY, ID 83805

| GSA                            | GSA Type | Length | Rate Per Ft | Fixed Rate | Totals     |
|--------------------------------|----------|--------|-------------|------------|------------|
| Service 3/4" PE - Existing Str |          | 0      | \$22.77     | \$1,346.51 | \$1,346.51 |
| Tap - PE                       |          | 0      | \$0.00      | \$178.10   | \$178.10   |

GSA - Total

TOTAL CONSTRUCTION COSTS \$1,524.61  
 TOTAL CREDITS \$1,524.61  
**NET CUSTOMER COST \$0.00**

These costs are effective through Mar 28, 2021 , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

#### IV. SPECIAL PROVISIONS

##### Customer's Responsibilities

#### **UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:**

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### V. EXCEPTIONS

GSA #: 35752



Sep 29, 2020 4:00:34 PM

Job Location: 6212 DAKOTA ST CITY WELL

GSA#: 35753

Dear Customer,

Enclosed are two copies of Avista's Natural Gas Service Extension Agreement for the above referenced property – one labeled "Avista Original" and the other, "Customer Copy".

After you have carefully reviewed all documents, please sign and date the documents where indicated, and return the Avista Original and your money order, personal check, or cashier's check in the amount of \$0.00, if you have been notified that an up-front payment is required, in the envelope provided. Avista will schedule your job as soon as feasible pending:

1. Completion of all customer onsite work and/or other obligations,
2. Avista's receipt of its copy of the signed Agreement,
3. If applicable, any required payment.

If you prefer to remit your payment via credit card, please be advised that an additional processing fee will apply. Please contact an Avista Customer Service Representative at 1-800-727-9170 extension 4717 for additional information.

If you request a copy of the fully executed Agreement one will be sent to you.

Please feel free to contact me if you have any questions regarding this matter or if I can be of any further assistance.

Sincerely,

Brian Scrimsher

Local Rep



Sandpoint - Gas  
100 N Lincoln, MSC-R13, Sandpoint, ID 83864  
Phone: 208-265-6970  
Cell: 208-255-9167  
Email: Brian.Scrimsher@avistacorp.com



**Natural Gas Service Agreement**  
(Commercial Development WA/ID)

Gas Service Agreement Date: Sep 29, 2020  
Work Order No.: 1012873817

Expiration Date: Mar 28, 2021  
GSA No.: 35753

**This Natural Gas Service Extension Agreement** ("Agreement") is entered into between Avista Corporation, a Washington corporation ("Avista"), and City Of Bonners Ferry ("Customer") (sometimes, individually, a "Party", and collectively, the "Parties").

**Background and Purpose.** Customer wishes to have Avista extend natural gas distribution services to the real property described in Exhibit A hereto (the "Property"). The purpose of this Agreement is to set forth the scope and terms of that natural gas service extension, together with the respective obligations of the Parties. **Therefore, the Parties agree as follows:**

**Section 1 Natural Gas Service Extension**

- 1.1 Avista will extend natural gas service, including service piping and/or main extensions and all associated equipment and facilities ("Natural Gas Service") to the Property. The extension of Natural Gas Service to the Property shall be in accordance with Avista's "Gas Extension Policy" (Schedule 151 for Washington, 152 for Idaho), as on file with the applicable state commission.
- 1.2 Avista will make every reasonable effort to commence the extension of Natural Gas Service to the Property within thirty (30) days of execution of this Agreement; provided, however, that Avista will not commence such an extension until Customer has complied with all requirements of this Agreement.
- 1.3 Avista shall retain ownership of the Natural Gas Service throughout the term of this Agreement and thereafter.

**Section 2 Compensation**

**2.1 Natural Gas Extension Costs**

Customer is responsible for, and shall pay, all costs associated with the Natural Gas Service line extension, as set forth in Schedule 151 (Washington) or 152 (Idaho) ("Customer's Extension Cost Obligation"), as well as all pre-construction obligations that may be applicable. An estimate of these costs are included in the attached Exhibit A. Customer shall make such payment in advance of the extension of the Natural Service. Thereafter, Customer may, during the term of this Agreement, be entitled to receive qualifying allowances and/or refunds as provided for applicable tariffs and determined by Avista in its sole discretion.

**2.2 Pre-Construction Obligations**

- 2.2.1 As a condition of commencing the extension of Natural Gas Service, Customer may be required to advance to the Company a sum equal to 12 minimum monthly payments for natural gas service. If Customer is required to make such an advance, said amount shall be applied as a credit to Customer's natural gas account for the 12 months beginning with the first meter reading after Natural Gas Service is made available.
- 2.2.2 In addition to the Natural Gas Service extension costs, Customer may be responsible for certain pre-construction obligations. In the event Customer is responsible for such pre-construction obligations, such cost responsibilities will be described in Exhibit A, attached hereto. This non-refundable cash payment must be made to Avista prior to the extension of the Natural Gas Service.

- 2.2.3 If identified in Exhibit A, Customer shall be required to provide all trenching, Sch. 40 yellow conduit, backfill, and padding as required to Avista specifications. At Avista's sole option, Sch. 40 yellow conduit may be provided by Avista. The location of said trenching shall be the responsibility of the Customer.
- 2.2.4 Any work described in this Section or in Exhibit A and performed by Customer, or a third party on behalf of Customer, must meet Avista's specifications, pass Avista's inspection and be coordinated with Avista's scheduled work.

### **Section 3 Customer's Responsibilities**

- 3.1 Customer shall notify Avista in advance of the addition of any natural gas load in order to allow Avista adequate time to make any necessary modifications to the Natural Gas Service. In the event Customer fails to provide Avista with the required notice and Avista's facilities are damaged as a result of Customer's increased load, the expenses associated with the repair of any damaged facilities shall be Customer's sole responsibility.
- 3.2 By signing this Agreement, Customer authorizes Avista to proceed with any work necessary on the Property to accomplish the installation of the Natural Gas Service. This includes, without limitation, the right to remove or otherwise disturb improvements on the Property, including lawns, shrubs, landscaping, driveways and sidewalks, for the purpose of installing, maintaining or removing the Natural Gas Service, and without any obligation to restore or reimburse Customer for any resulting damages.
- 3.3 Customer acknowledges that, in the event Customer requests that Avista install the Natural Gas Service during adverse ground/construction conditions ("Adverse Conditions"), including, without limitation, frozen ground due to winter weather, Customer will be responsible for the repair of landscaping and/or other costs resulting from installation during such Adverse Conditions, which costs are identified on Exhibit A.
- 3.4 Customer is required to notify Avista in any instance where Customer determines that construction or improvements on the Property may encroach on, or cross over, Avista's facilities prior to commencing said activities. All costs related to subsequent relocation of any Avista facilities necessitated by such encroachment shall be at Customer's sole cost.
- 3.5 Customer shall not sell, or permit others to use, Natural Gas Service except when expressly authorized to do so under an appropriate agreement with Avista.

### **Section 4 Underground Locates**

Prior to performing any required excavating work in relation to this Agreement, Avista and/or Customer shall utilize the state-mandated one-call service to mark the location of other entities' underground utilities locations in the Development. When this Section is applicable Avista, Avista will notify Customer in advance of such excavation and make every reasonable effort to avoid or minimize any dislocation of improvements on the Property. However, Customer is responsible for identifying or exposing any underground facilities not located by Avista prior to Avista installing the Natural Gas Service. In the event Customer fails to identify or expose any underground facilities, Customer will be solely responsible for any damage caused to such facilities, including, but not limited to, the cost to repair such facilities.

### Section 5 Easements and access to Property

Customer grants Avista a perpetual right of ingress, egress and access over and across the Property to install, operate, inspect, replace and maintain the Natural Gas Service. Upon request by Avista, Customer shall grant, convey and warrant to Avista a perpetual, non-exclusive easement on, over, under, along and across the Property that ensures Avista's right to construct, reconstruct, operate, maintain, upgrade, repair, remove, relocate and replace the Natural Gas Service and all related appurtenances. Such easement shall be in a form satisfactory to Avista and at no cost to Avista. In the event Avista is required to secure any additional easements or permits in order to install or maintain the Natural Gas Service under this Agreement, Customer shall reimburse Avista for the actual costs applicable for securing such easements and permits.

### Section 6 Mutual Indemnification

Each Party shall indemnify and defend the other Party, their directors, officers, employees and agents (collectively, "Indemnitees") from all claims, demands, suits losses, costs, and damages of every kind or nature, including attorney's fees (collectively, a "Loss") resulting from, arising out of, or in any way connected with any willful misconduct or negligence by the indemnifying Party. In the event that any such Loss is caused by the negligence of both Parties, the Loss will be borne by the Parties in proportion that their respective negligence bears to the total negligence causing the Loss.

### Section 7 Party Representatives and Notices

7.1 Avista's Representative, Brian Scrimsher, will be the point of contact for Avista in all matters requiring Avista's approval under this Agreement.

7.2 All notices, demands, requests, or other communications under this Agreement must be in writing and sent by mail (postage prepaid), or delivered to the other Party either electronically or by a recognized commercial courier, addressed as set forth in Exhibit A. Such notices, demands, requests and other communications will be deemed given as of the date delivered, or, if sent electronically or by mail, upon receipt.

### Section 8 Miscellaneous Provisions

8.1 Natural Gas Service. Any receipt and use of natural gas service shall be expressly conditioned upon, and subject to, the applicable Tariffs, as on file with the applicable state commission.

8.2 Entire Agreement. This is the entire Agreement between the Parties with respect to the subject matter hereof. No other understandings, oral or otherwise, regarding the subject matter of this Agreement will bind the signatories to this Agreement unless agreed to by both Parties in writing.

8.3 Assignment by Developer. Developer shall not assign this Agreement, or any right or interest contained herein, without the prior written consent of Avista. Assignment without Avista's prior written consent will be voidable at Avista's sole option. No such Assignment, with or without Avista's prior written consent, will relieve Developer from its responsibilities under this Agreement.

8.4 Survival. Any provision of this Agreement which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement will survive the completion, termination, or cancellation of this Agreement.

8.5 Severability. The invalidity or unenforceability of any provision of the Agreement will not affect any other provisions; the Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted.

8.6 Amendments/Modifications. Any amendment or modification to the provisions of this Agreement will not be effective unless made by written amendment executed by both Parties.



- 8.7 Third Party Beneficiaries. Nothing in this Agreement is intended to confer any right or benefit on a person or entity not a Party to this Agreement, or impose any obligations of either Party to the Agreement on persons or entities not a Party to this Agreement.
- 8.8 Waiver of Provisions. The failure of a Party to insist upon or enforce performance of any of the provisions or to exercise any rights under the Agreement will not be construed as a waiver or relinquishment to any extent of its right to assert or rely upon any such provisions or rights in that or any other instance; rather, the same will be and remain in full force and effect.
- 8.9 Negotiation of Agreement. This Agreement, and each of the terms and provisions hereof, are deemed to have been explicitly negotiated, and the language in all parts of this Agreement shall, in all cases, be construed according to their fair meaning and not strictly for or against either Party.
- 8.10 Governing Law, Venue, and Attorney's Fees. This Agreement will be construed and interpreted in accordance with the laws of the State in which the Development is located, excluding any choice of law rules. In the event of any action to enforce or interpret this Agreement, the prevailing party shall be entitled to an award of its reasonable costs and attorney's fees.

This Agreement has been signed by each Party's authorized representative on the date(s) set forth below.

Check # \_\_\_\_\_ Or Other: \_\_\_\_\_  
Amount: \$0.00

**Avista Corporation**

**City Of Bonners Ferry**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

Brian Scrimsher  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

Local Rep  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date Signed)

\_\_\_\_\_  
(Date Signed)

**I. CUSTOMER INFORMATION**

CUSTOMER, who is a(n): AGENT

Name: City Of Bonners Ferry  
 Mailing Address: PO BOX 124  
BONNERS FERRY, ID 83805  
 Phone Number: (208) 267-3105

**II. JOB INFORMATION**

LOCATED AT: 6212 DAKOTA ST CITY WELL  
 Name of Plat: \_\_\_\_\_  
 or Legal Description: \_\_\_\_\_  
 or Location: \_\_\_\_\_  
 Construction contribution Scale \_\_\_\_\_

**III. CONSTRUCTION CONTRIBUTIONS**

CONSTRUCTION CONTRIBUTIONS

CUSTOMER NAME: City Of Bonners Ferry WORK ORDER# 1012873817  
 MAILING ADDRESS PO BOX 124  
BONNERS FERRY, ID 83805

| GSA                            | GSA Type | Length | Rate Per Ft | Fixed Rate | Totals     |
|--------------------------------|----------|--------|-------------|------------|------------|
| Service - Customer Ditch - 3/4 |          | 70     | \$10.36     | \$610.93   | \$1,336.13 |
| Tap - Steel                    |          | 0      | \$0.00      | \$265.74   | \$265.74   |

GSA - Total

|                          |               |
|--------------------------|---------------|
| TOTAL CONSTRUCTION COSTS | \$1,601.87    |
| TOTAL CREDITS            | \$1,601.87    |
| <b>NET CUSTOMER COST</b> | <b>\$0.00</b> |

These costs are effective through Mar 28, 2021 , provided that the scope and character of the work do not change. Additional exceptional costs encountered during construction and/or changes requested by the customer will be borne by the customer. The maximum amount available for refund per the W.U.T.C. or I.P.U.C Schedule 151 is Maxrefund.

#### IV. SPECIAL PROVISIONS

##### Customer's Responsibilities

#### **UNLESS SPECIFIED BELOW IN SECTION V, CUSTOMER WILL BE RESPONSIBLE FOR THE FOLLOWING CONDITIONS:**

1.1 Customer warrants that, prior to the start of construction, the grading is or will be within six inches (6") of final grade. The cost of future changes to Avista's gas facilities to accommodate location or grade changes will be borne by Customer.

1.2 Customer shall not make any changes in location of structures, streets, driveways, sidewalks, alleys or other paved areas shown in any drawings (incorporated into this Agreement by this reference) prepared in anticipation of the work applicable under the Agreement, nor pave any such areas until Avista has installed any necessary underground facilities.

1.3 Customer shall be responsible for complying with all final compaction requirements and codes.

#### V. EXCEPTIONS

GSA #: 35753



## CITY OF BONNERS FERRY

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

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** October 1, 2020  
**RE:** 2020 City Christmas Party

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Its that time of year again, when the Christmas Party is up for discussion. Staff would like to have a dialog with Council on the following:

1. Should the City host a Christmas Party this year, considering the pandemic?
2. If Yes, does the Council have a preference on the location and date?

Please let me know if you have any questions.