

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 accommodation 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 a city that welcomes all people.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 June 6, 2023 6:00 pm

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

GUESTS

REPORTS

Police/Fire/City Administrator/City Engineer/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approve Alcohol Beverage License for Lisa Camara dba Bonners Ferry Craft Brews LLC [attachment]
4. Supplemental Contract with Scree, LLC for Website development - regarding Local Option Tax [Attachment]
5. Minutes from May 2, 2023, Council Meeting
6. Minutes from May 16, 2023, Council Meeting

PUBLIC HEARING

7. Public Hearing to allow testimony on Eileen Road property as underutilized or not used for public purposes.

NEW BUSINESS

8. **CITY {action Item}** [attachment]- Set date for public auction of Eileen Road Property.
9. **PLANNING- {action Item} [attachment]** Consider Annexation file AN07-23, Sharon Links, as deliberations only.
10. **WATER AND SEWER {action Item}** [attachment]- Consider ordinance 608 for second reading, by Title only.

11. **WATER AND SEWER {action Item}** [attachment]- Consider suspension of rules and adopt ordinance 608, by Title only and authorize publication of the ordinance summary.
12. **CITY {Discussion only}** Staff presentation of Ordinance 609, Local Option Tax
13. **CITY- {action Item}** [attachment]- Consider Ordinance 609, Local Option Tax ordinance, by Title only.
14. **CITY- {action Item} [attachment]** Consider suspension of rules and adopt ordinance 609, by Title only and authorize publication of the ordinance summary.
15. **CITY- {action Item}** [attachment] Consider job description for Deputy Clerk- Local Option Clerk and set hourly rate.
16. **ELECTRIC- {action Item}** [attachment] Consider approval of HDR contract for dam relicensing services.
17. **CITY- {action Item}** [attachment] Consider seeking consultant to prepare 5 to 10 year strategic plan for the city.
18. **POLICE- {action Item}** [attachment] Request to advertise for the Administrative Assistant position within the Police Department.
19. **CITY- {action Item}** [attachment] Consider FY 2024 budget workshop dates.
20. **SEWER- {action item}** [attachment] Consider extension of sewer main design contract with HMM Engineering.
21. **CITY- {action item}** Consider moving June 20th Council meeting due to Association of Idaho city's conference in Boise.

ADJOURNMENT

No. 2023-23

City of Bonners Ferry

2023

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT **LISA CAMARA** doing business as **BONNERS FERRY CRAFT BREWS LLC** is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

On Premises	
LIQUOR	00.00
BEER: Container Only	75.00
Draft/Container	100.00
WINE:	100.00
Off Premises	
BEER: Container Only	25.00
Keg, Jug and Container	100.00
WINE	100.00
Transfer Fee – Liquor, Beer, Wine	00.00
TOTAL	500.00

APPROVED: _____

Mayor

ATTEST: _____

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2023

This License Must Be Conspicuously Displayed

PROFESSIONAL SERVICES AGREEMENT-
CONTRACT ADDENDUM

This document is in reference to an agreement dated December 29, 2022, between the parties named below.

BE IT KNOWN, that the undersign parties, for good consideration agree to make the changes and/or addition outlined below. These additions shall be valid as if part of the original contract.

SCREE, LLC will assist the city with developing and launching a city payment page/portal on the city's main website for business to file their local option tax.

All work completed on this specific project will be billed under the existing contract as additional hours, at \$60.00 / hour and a not to exceed budget of \$5,000.00 without prior council approval.

No other terms or conditions of the contract are negated or changed as a result of this addendum.

DATED this 30th day of June 2023.

CITY OF BONNERS FERRY:

Dick Stapes, Mayor

SCREE, LLC

By 

Owner, Landon Otis

ATTEST:

Deby Garcia, Clerk

Form and content approved by Andrakay Pluid, as attorney for the City of Bonners Ferry.

**MINUTES
CITY COUNCIL MEETING
May 2, 2023**

Mayor Dick Staples called the Council meeting of May 2, 2023, to order at 6:00 pm. He began the meeting with the pledge of allegiance.

Present for the meeting were: Council Members Valerie Thompson, Ron Smith and Rick Alonzo. Brion Poston

Also present were City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Clerk Treasurer Deby Garcia and City Attorney Andrakay Pluid via Zoom.

Members of the public present included: Jerry Higgs, David Sims, Emily Bonsant.

PUBLIC COMMENTS

There were no public comments.

GUESTS

There were no guests.

REPORTS

Police- No Report

Fire- Not Present

Lisa announced that the online pool registration opened yesterday. The pool will be filled on May 20th and will open June 11, 2023. The city will be hiring Lifeguards and we need 3-4 more for the season.

Lisa spoke about the city piloting a partial road closure in front of the elementary school on Augusta Street for the remainder of the school year. There will be temporary barricades placed during the school day. In discussions with Councilman Smith and the school superintendent, they hope is to have permanent barriers in by fall. This was originally part of the Augusta Street project rebuild but was taken out due to some vocal residents in the area.

Lisa spoke about AIC reaching out to the city about their achievement awards and the city felt their Comprehensive Plan warranted an application. The winners will be announced at the AIC annual conference held in Boise in June of this year.

Mike submitted a written report. There were no questions.

Mike wanted to add that the Army Corp of engineers is planning to not release water for the sturgeon from May 15th to June 15th because of low inflows coming into Lake Koochanusa. It's expected to be 74% of normal and that triggered a no release. This is the first time this has happened since 2001.

Mayor Staples asked if he knew the schedule for the highway 95 project. Mike answered that he would have to look at the long-term schedule and that Pine Island will be closed until the end of the project.

Councilwoman Val asked what kind of damage was done to the water service from the highway 95 project? Mike answered that there were several service lines hit from the carriage house inn to the forest service and they are repaired now.

Urban Renewal District- No Report

Posted at City Hall on _____

SPOT- Councilman Ron mentioned that there will be a meeting on June 7, 2023, the new director will come up and they will talk to the City of Moyie about coming on financially with SPOT.

Golf- Not Present

EDC- David is working on volunteers to get the Visitor Center open. If anyone is interested in volunteering to send them his way.

David spoke about the auction that was held for the 3 buildings two of them are downtown, local business owner purchased the Selkirk Northern Treasures building, The owner who carried the mortgage on the old Huckleberry Variety building took it back and has a buyer that is interested in it and the Hospital bought the house on Comanche.

David also talked about the Bonners Ferry FLAP project along Riverside noting that Western Federal Lands have updated the project costs which have increased from 2.7 million to 5.8, over double the original cost. The Programming Decision Committee set aside additional funds to cover the cost, but the city will be required for the match portion over the entire grant which is 7.34%. Within the original application, all of the cash match of \$75,000.00 was provided by Urban Renewal, they have that money set aside for that purpose. The rest of the match was the city relocating the power lines, as in-kind. With the new cost the match will go up \$175,000 above the cost of the poles. LHTAC has a federal aid match grant that might be a possibility for \$100,000.00. The PDC is sending up a memorandum of agreement for the city to look at to consider. David suggested that the city should try to have a game plan on how to match might work. Construction will begin in 2027, but they might move it up a year.

David wanted to add was the Moyie sewer project is waiting for the final DEQ approval on their bid package. They will probably start construction next spring.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes from the April 18, 2023, meeting
4. Contract with AGE Heating and Cooling for maintenance at City Hall and Visitor Center.
5. Contract with IDL for Cooperative Agreement for Mutual Assistance for wildland fire suppression.

Ron made the motion to approve the consent agenda. The motion was seconded.

Result:	Approved
Moved by:	Ron Smith
Seconded by	Rick Alonzo
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

NEW BUSINESS

6. **PLANNING AND ZONING – {action Item}**[attachment] Recommendation by Planning and Zoning for AN05-23 Deliberation only.

Lisa talked about two property owners that the city has been working with on annexations that included three properties along highway 95. Department of Lands, Grace Bible Fellowship Church and Two Brews Coffee

LLC.

Lisa went over the process of the annexation deliberation that the Planning and Zoning commission at their regular scheduled meeting in April held the Public Hearing and had public members present and those members were in support of, there was no opposition. When we see this, we won't hold another public hearing and it will go straight to deliberation.

Lisa gave a summary of the information and if there are questions, they can ask staff if it is part of the record, if it is outside the record then they must go into a public hearing process.

Lisa spoke to the council about how this is different because the city is the sponsor/applicant, and the reason is because the city is taking in lands that are currently not in the ownership of the applicant for example the state land. The lands total about 7.25 acres. When we annex any properties, you must annex any right of way adjacent to that which is the highway. The city is working with property owners to the adjoining west on another annexation that they hope to bring forward to council that will include the right of way. This application did not because it is difficult to develop the legal description. Lisa stated that a big part of the record is that the Planning and Zoning Commission did meet in April and did recommend approval to council. The recommendation coming forward was a recommended approval of a future ordinance annex, but also to zone those lands on the Comp Plan as well as the Future Land Use Map.

Lisa went through the staff report. Clare asked for agency comment and staff did meet and found there was no need for comment.

Lisa informed the council that she was closing her presentation and Council will now enter deliberation amongst the decision-making body or deliberate and move towards decision. Lisa informed the council that there are draft motions provided for them on page 8. Lisa went through the conditions of approval for the annexation.

Councilwoman, Val Thompsom, made the motion to approve the annexation of the subject lands listed in File #AN05-23 and owned by the State of Idaho (Department of Lands), Community Fellowship Church (Grace Bible Church), and Two Brews Coffee Company LLC (Stolley/Gardin) upon the completion of the conditions of approval, and further move to designate the properties as "General Commercial & Mixed Use," and zone the lands as Commercial, upon approval of the Annexation by City Council, finding that it is in accord with the goals and policies of the adopted City of Bonners Ferry Comprehensive Plan, based upon the findings as listed in the staff report.

The motion was seconded.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith, Brion Poston
Voted No	
Absent	

- 7. PLANNING AND ZONING- {action item}**[attachment] Authorize Mayor to sign annexation agreements with Two Brews Coffee Company, LLC and Grace Bible Fellowship Church.

Presented to council the two annexation agreements that have been signed by both property owners as provided. Lisa commented that the city is in discussions with ITD regarding the future road alignment, there is a need to work with the property owners in possibly acquiring additional right of way to make an approach more in line with the state requirements. The city is still working with the state on the final design plans. If they are willing to adopt the 50ft right of way, then we will proceed with the approach statement that meets the requirement within that right of way and are waiting for the state to get back with us. The agreements are still valid and if there are any amendments they can be brought forward. Lisa added that there was one minor note needed to make a change to the original documents to include the new clerk and we will make that change.

Val made the motion that we authorize the mayor to sign the annexation agreements with Two Brews Coffee Company LLC and Grace Bible Fellowship Church.

The motion was seconded.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Rick Alonzo, Brion Poston, Ron Smith, Val Thompson
Voted No	
Absent	

8. **CLERKS OFFICE- {action Item}**[attachment] - Consider hiring Kris Larson to assist with Clerk/Treasury Duties.

Lisa provided the memo for this. The city has been working with Kris Larson on her free time and staff feels that the city needs to bring her on as an employee for the work that she is completing on the city's behalf. Staff is asking to hire Kris as a temporary employee with no benefits including medical or PERSI. Kris will be working less than 19 hours per week.

Councilwoman Thompson noted that she is not voting on this as Kris is her relative.

Councilman Alonzo made a motion to hire Kris Larson to assist with the Clerk/Treasurer duties at the rate of \$35.00 per hour.

The motion was seconded.

Result:	Approved
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Ron Smith, Rick Alonzo, Brion Poston
Voted No	
Absent	

9. **CITY {action Item}** [attachment] - Consider appointing a representative to the Panhandle Area Council Board.

Mayor Staples said that he has had discussions with David Sims and he was willing to do that. Andrakay informed the mayor that David brought to her attention that it may be a conflict as the PAC Director sits on the EDC board of which David is the Director. Andrakay mentioned she will need some time to work

through that and that the council may look at another candidate for that appointment. Mayor Staples asked Andrakay if they should table it and she said that is an option they can choose. Councilwoman Val asked if they should ask anyone else on council if they were interested. Councilman Ron mentioned that he sat on it before and would like to see if David is able to continue and if not, he would be able to unless someone else wanted to. Mayor Staples said he would be willing also but would also like to see David do it as he knows a lot about PAC. Andrakay thinks it will be a struggle to find a work around but will need to look at the original MOU.

Councilman Rick made the motion to appoint Mayor Staples to be our PAC representative.

Result:	Approved
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Ron Smith, Rick Alonzo
Voted No	
Absent	

10. **Executive session- {action Item}** pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.

Rick made a motion to go into executive session pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Result:	Approved
Moved by:	Rick Alonzo
Seconded by	Val Thomspson
Voted Yes	Val Thompson, Rick Alonzo, Brion Poston, Ron Smith
Voted No	
Absent	

ADJOURNMENT

Mayor Staples announced that they were out of executive session and that no decisions were made. The record will reflect the time is 7:21pm, the meeting was adjourned.

**MINUTES
CITY COUNCIL MEETING
May 16, 2023**

Present for the meeting were: Council Members Valerie Thompson, Ron Smith, Rick Alonzo and Brion Poston.

Also present were City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Clerk Treasurer Deby Garcia and City Attorney Andrakay Pluid.

Members of the public included: Marciavee Cossett, Jerry Higgs, David Sims, Ben Robertson, Denise Crichton, Emily Bonsant, David Clark, Fay Almond

PLEDGE OF ALLEGIANCE

Mayor Dick Staples called the Council meeting of May 16, 2023, to order at 6:00 pm. He began the meeting with the pledge of allegiance.

PUBLIC COMMENTS

Jerry Higgs commented that it was eventful the previous night with the lightning and that he had 5 trees with exfoliated bark. He wanted everyone to know that insurance won't pay for tree removal unless it is involved with a structure.

Jerry Higgs said that he hopes the local option vote and the library vote is well attended.

REPORTS

Police- No Report

Fire- No Report

City Administrator Lisa Ailport- Lisa wanted council to know that the fire pickup that was ordered a year ago was finally shipped and that it was being paid for by ARPA money.

City Engineer Mike Klaus-No Report

Urban Renewal District- No Report

SPOT- No Report

Golf-No Report

EDC, David Sims- David shared that he was talking with Commissioner Robertson about a block grant to replace the restrooms at the fairgrounds.

Ben Robertson shared that they could not pay the amount that was estimated. The city is qualified to apply for the block grant, but the county could not. There are income requirements to apply for the grant and the city qualifies.

Nancy stated the county cannot qualify but the city can. Nancy must check with the Idaho Dept. of Commerce. It's an unusual circumstance for a county park to be surrounded by city property. Parks projects are due in September and sewer projects are due in November.

It was explained that the last bid came in at \$645,000.00 for just the bathrooms. It was \$820,000 for both the bathrooms and concession stand. The Idaho Department of Commerce grant could be up to \$225,000.00.

Posted at City Hall on _____

Lisa suggested council add this to the agenda for a future meeting.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of Alcohol Beverage License for R Entertainment LLC [attachment]

NEW BUSINESS

4. **ECONOMIC DEVELOPMENT- {action Item} [attachment]-** Consider support letter for Idaho Rural Economic Development Professionals Grant Program.

City Administrator Lisa Ailport shared that there was a draft letter included in the council packets from the previous year’s grant ready for the council’s signature should they approve it,

Davis Sims shared that the city pays \$12,000.00, the county pays \$12,000.00 and Moyie Springs pays \$3,000.00 and the Kootenai Tribe pays \$3000.00. The EDC position has been funded for 22 years. The bulk of the funding comes from the Idaho Department of Commerce. Originally the Idaho Department of Commerce contribution was \$45,000.00 and it’s gone down to \$30,000.00.

The budget for the coming year will be the same as last year.

Ron Smith made a motion to sign a support letter for the Idaho Rural Economic Development Professionals Grant Program.

Result:	Approve
Moved by:	Ron Smith
Seconded by	Rick Alonzo
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

5. **CITY {action Item} [attachment]-** Declaration of sale of ±13.5-acre property off Eileen Road noting that the property is underutilized or not used for public purpose and authorize Clerk to publish public hearing for June 6, 2023, in compliance with Idaho Code §50-1402.

Mayor Staples called for discussion.

City Administrator Lisa Ailport shared that the entirety of the property is 13.5 acres located at the north end of the property, west of the railroad right away and east of Eileen Road. This 13.5 acres is part of a larger 280-acre tract.

The county did approve the simple subdivision for the city to convey the land. The city must file a record of the survey, which JRS is doing on our behalf at no cost to the city. In order to prepare the property for sale, the city must first declare the property as underutilized or not used for public purposes. Should the council make that declaration, the Idaho Code states that there must be a public hearing to allow the public a chance to respond to the declaration. Once the public hearing has occurred, the council can then set the date for the auction to occur.

Following the declaration, the council can set a minimum bid for the property. The declaration has no fiscal impact on the city budget but instead sets the stage for the city to sell the property at auction at a future date.

Councilman Brion Poston moved to adopt the declaration of sale of ±13.5-acre property off Eileen Road noting that the property is underutilized or not used for public purpose and authorize Clerk to publish public hearing for June 6, 2023, in compliance with Idaho Code §50-1402.

The motion was seconded.

Result:	Approve
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

6.CITY {action Item} [attachment] - Consider minimum bid of ±13.5-acre property off Eileen Road.

City Administrator Lisa Ailport stated that in addition to making the above statement, the council may choose to set a minimum bid. Lisa provided some budgetary numbers and professional opinions from within the real estate market as well as some market comparable listings.

Lisa explained that according to sales data, the baseline amount for 10-acres looks to be around \$250,000.00. If the city were to list the minimum bid at \$250,000.00, that would match the market values of comparable properties. If the minimum bid is not reached, the city can reset the auction and lower the minimum bid, remove the bid price or take any bid that was received below the minimum bid, if it is determined to be in the best interest of the city.

The council may choose to hire professional guidance on setting a minimum bid or contract with a local real estate firm to produce a Broker Price Opinion or Comparative Market Analysis.

Councilman Brion Poston asked if this \$250,000.00 would be enough to make up the shortfall? Lisa explained that with the General Fund Transfer of \$381,000.00, Interest on Electric of \$52,000.00, Interest on Investments of \$3,000.00 and Return on Investments of \$31,235.00 minus \$80,000.00 for the pool and \$50,000.00 for the maintenance grant due on October 1, the minimum bid of \$250,000.00 would leave us with a remaining balance of \$87,235.00.

Councilwoman Val Thompson made a motion to set a minimum bid for the sale of the ±13.5-acre property off Eileen Road of \$250,000.00 to match comparable values of properties in the area.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Rick Alonzo, Val Thompson, Brion Poston, Ron Smith
Voted No	
Absent	

7.SEWER {action Item} [attachment] Consider approval of PAC contract for grant writing services for community block grant for Lift Station #5.

City Engineer Mike Klaus spoke about the city's partnership with PAC and that it has been very fruitful. Mike and Mayor Staples have talked to Nancy as well as Welch Comer about the design for Lift Station 5. The first step would be to put this contract together.

Nancy from PAC spoke that it has been 32 years she's been working with the city. Her funding rate is 92%. Over the last 20 years, it's been 100%. The deadline for the grant is in November. By this time next year, the city will know if it is awarded.

Posted at City Hall on _____

Mike added that if we receive the grant, there are some engineering things that need to happen so it would be necessary to get a preliminary engineering report with Welch Comer. Even if the city does not receive grant money, these next steps need to move forward. The total cost of the project will be between 1.5 and 2 million dollars.

The terms of the contract are that the City of Bonners Ferry would agree to pay Panhandle Area Council in the amount of \$7,000 for grant writing services for a community block grant for Lift Station #5.

Ron Smith made a motion to approve grant writing services with PAC for a community block grant for Lift Station #5 in the amount of \$7000.00.

Result:	Approve
Moved by:	Ron Smith
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

8.SEWER {action Item} [attachment] – Consider approval of contract with Welch Comer for LS#5 Preliminary Engineering Report.

City Engineer Mike explained that Welch Comer has provided a contract and proposal for completing a Preliminary Engineering Report (PER) and grant coordination for the lift station #5 replacement. Welch Comer has provided the attached master agreement and task order for the work. He recommends that the Council approve the attached master agreement, and task order for the completion of the lift station #5 Preliminary Engineering Report for \$25,300.

Councilwoman Val Thompson made a motion that council approves the master agreement and task order for the completion of lift station #5 Preliminary Engineering Report for \$25,300.00

Result:	Approve
Moved by:	Val Thomson
Seconded by	Brion Poston
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

9.WATER AND SEWER [Discussion only]- Staff presentation of Ordinance 608- Amending or repealing Title 10, Chapters 1-4.

City Administrator, Lisa Ailport shared that over the course of the past two years, the staff has been working with Title 10 in the utility chapter. Title 10 dates to 1959 and has language that hasn't been updated since that time. As we navigated through this, we started with Ordinance 603 which is the sewer ordinance.

This year they have taken on all except chapter 5 that has to do with gas. In the 1050's gas was seen as a utility, but it has stayed in the private sector. Tonight's overhaul is to Title 10 Chapters 1, 2, 4 and amendments to Chapter 3.

We have been working with the billing staff and implemented a lot of the billing policies because of the need to address the lack of law. Ordinance we look at flow and entire and how to deal with code. When reviewing an Ordinance, it's important to look at the flow.

Title 10, Chapter 1 provides common standards for construction of all utility services. This is where we brought in our billing services that affect all utilities. It's where we dealt with how our clerks office and customers are to navigate issues with billing. It also provides for enforcement, penalties and appeals/mediation. Lastly, it adopts by reference those standards specific to the utility. The staff will work on these and bring them forward for adoption by resolution. Chapter 1 also contains common word definitions and defines what property belongs to the city.

Title 10, Chapter 2 is specific to water and moves the water shortage policy to its own chapter. Major changes include the cross-connection prohibition and backflow prevention and testing requirements. It also includes requirements on how to maintain, move, use or install fire hydrants.

Title 10, Chapter 3 is specific to sewer and establishes EDU assignment, provides equation for establishing sewer rates, and address water leaks and assignment of rates. It also determines how to address grievances.

Title 10, Chapter 4 addresses water shortfall that was previously addressed in Chapter 2. It didn't flow efficiently and was best placed in its own chapter. The reorganization allows for the shortage to gain more attention and understanding.

Title 10, Chapter 5 addresses gas and is unchanged. We will circle back to that later.

Lisa asked if there were any questions considering Ordinance 608. Val Thompson asked what the average customer would notice in the changes. Lisa shared that the average customer would not notice any changes but that it normalizes procedures for everyone.

Lisa shared that staff have spent a lot of time putting together a more inclusive ordinance. Under Idaho Code, it requires that council to do three readings of an ordinance before it is adopted. The council can and has in the past suspended rules and moved forward with adoption. Staff suggests doing all three readings or at least two to provide the public with more time to read and understand the ordinance. It has not been amended to suspend the rules so at this point we will go to the reading.

Val Thompson acknowledged the amount of work that went into this project.

10.WATER AND SEWER {action Item} [attachment]- Consider ordinance 608 for first reading, by Title only.

Rick Alonzo made a motion to consider Ordinance 608 for first reading by Title only.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	

City Administrator, Lisa Ailport proceeded to deliver the first reading of the ordinance.

TITLE 10: UTILITIES SERVICES

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING AND REPLACING TITLE TEN, CHAPTERS ONE (1), TWO (2), AND FOUR (4) IN THEIR ENTIRETY, AMENDING CHAPTER THREE (3) TO INCLUDE A NEW SUBSECTION CALLED "ANNUAL SEWER STUDY," AND STRIKING THOSE SECTIONS THAT ARE REDUNDANT IN CHAPTER ONE (1);

Posted at City Hall on _____

PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO THE LAW.

After the reading was complete the Mayor noted that there was no more business of the city and promptly adjourned the meeting

ADJOURNMENT



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 24, 2023
RE: Setting Date for Auction of Land and form of auction

Staff is seeking recommendations to the method of the auction council would like to hold as well as a date which the Eileen Road property will be sold.

After some internal discussions, staff is recommending a live auction rather than a closed or sealed auction. It is our opinion that a live auction may produce more bids than a closed or sealed bid auction. The attached draft auction notice will be sent to the BF Herald as a notice and posted both on the site as well as at city hall.

Council, at the May 16, 2023, meeting set a minimum bid of \$250,000.00. According to the City Attorney, the City would be obligated to accept bids at or over the minimum price. If the property is not sold at an auction, the City could then sell it in any method deemed in the best interest of the City.

Staff also suggests having the auction after normal business hours, so those who work and wish to be present can do so.

FISCAL IMPACT

The revenue received by selling this ±13.5-acre property will be used to support our general fund shortfall for the FY23.

RECOMMENDATION

Staff recommends holding a live auction on Wednesday, August 23, 2023, at 5:30 pm at 7232 Main Street, Bonners Ferry City Hall and recommends publishing a public notice to respective media outlets, notifying the public of such auction.

Please let me know if you have any questions.



NOTICE OF PUBLIC AUCTION

NOTICE IS HEREBY GIVEN: Pursuant to Idaho Code §50-1403, the City Council intends to sell at public auction to the highest bidder, a ±13.5-acre tract of land which is approximately $\frac{3}{4}$ of a mile north of Highway 2, off Eileen Road, and can be more specifically described as:

A 13.5-acre tract of land located in Section 11, Township 62N, Range 2E, located west of the Burlington Northern Sante Fe railroad right-of-way and East of Eileen Road. Also known as a 13.5-acre tract of Assessor parcel number RP62N02E112410A.

The public auction will be held on **August 23, 2023, at 5:30, within Council Chambers at 7232 Main Street, Bonners Ferry.**

Any member of the public who wishes to bid on said property is required to be present on the date of the auction.

The Council reserves the right to reject any bid which may be made for a lesser amount than the total amount of the minimum bid, as determined and set by the City Council at the May 16, 2023, public meeting. **The minimum bid for this sale of land is \$250,000.00.**

Payment in full is required within three business days along with a \$1,000.00 non-refundable deposit in the form of a cash or a cashier's check to secure the bid. Failure to fund in full within the time frame provided may result in the city moving to the next highest bidder.

The property is sold "as-is, where-is" and no guarantees, expressed or implied, are made as to the condition of the property. It is incumbent upon prospective buyers to research on their own all matters and issues regarding the given property.

TERMS OF SALE:

ALL MONIES PAID SHALL BE IN ANY OF THE FOLLOWING FORMS: CASH, CERTIFIED CHECK, CASHIER'S CHECK OR MONEY ORDER.

Please Publish on:

XXXX, XX, 2023



CITY OF BONNERS FERRY

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

STAFF REPORT BONNERS FERRY CITY COUNCIL ANNEXATION REQUEST, FILE #AN07-23 SHARON LINCKS

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

Project Description: The applicant is requesting the annexation into the City of Bonners Ferry of a 0.35-acre parcel adjoining her land on Alder Street so that her property can all be within the city limits. The applicant proposes the land be zoned for residential uses, similar to the adjoining lands, which are designated Residential Low Density and zoned Residential B. As part of the annexation process, the Planning and Zoning Commission recommended to Council approval of the mapping and zoning for the property. The City Council will make the final decision on the mapping and annexation.

Location: The property is known as Tax 33 in Section 26, Township 62 North, Range 1 East, B.M., off 6231 Alder Street

Parcel Size: 0.35 of an acre

Property Owners: Sharon Lincks

Applicant's Representative: J.R.S. Surveying, Inc.

Application Filed: March 16, 2023

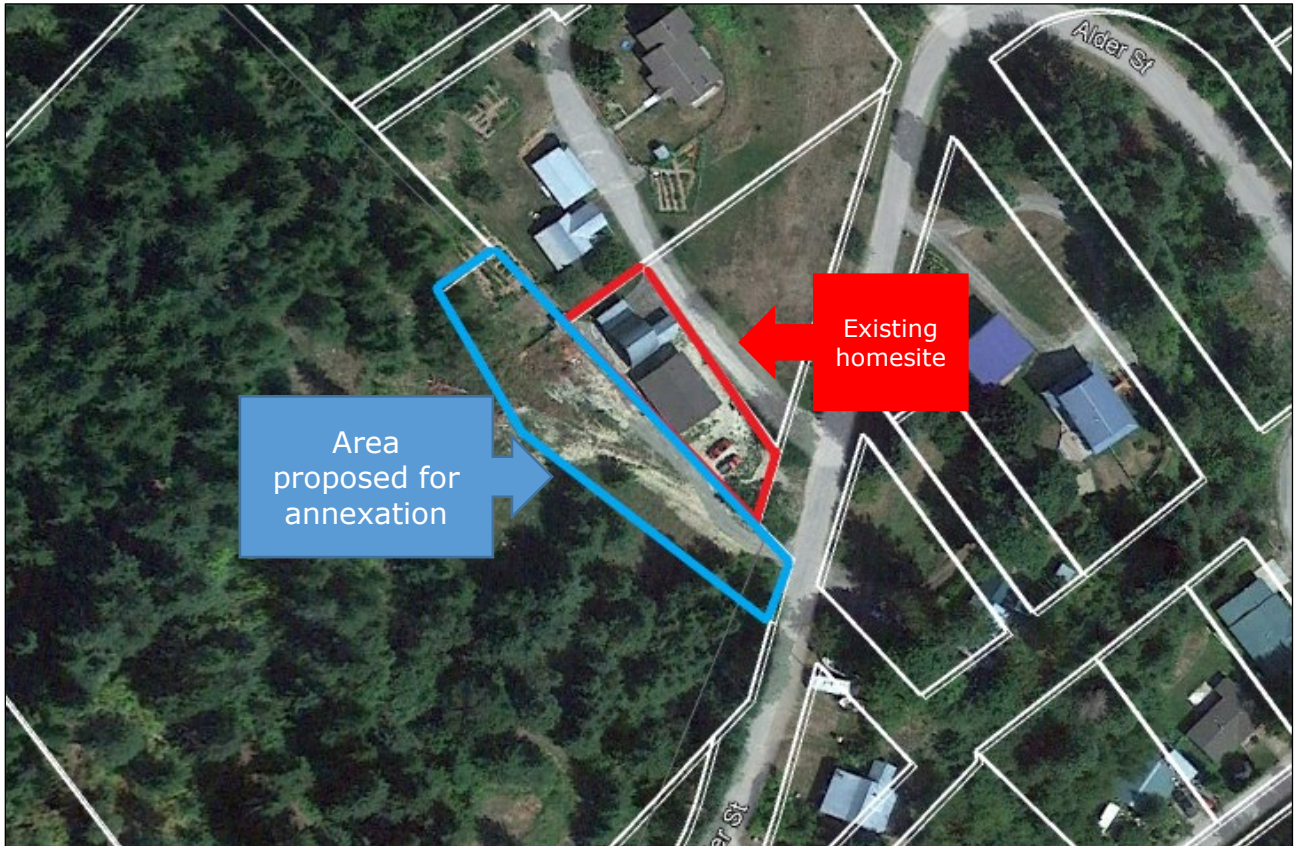
Notice Provided: Mailed to landowners w/in 300' & taxing districts: 4/28/23
Site Posted: May 4, 2023
Newspaper publication: 4/27/23

Hearing Date: Planning and Zoning: 5/18/2023
City Council Meeting: June 6, 2023

Packet Information: Application (petition to annex), legal notice, site survey

Planning & Zoning: Unanimous recommendation on May 18, 2023, to approve comprehensive plan designation of Residential Low Density for the Future Land Use Map and Residential B zoning.

Aerial of subject area



APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code §50-222, Annexation by Cities, provides the procedures for annexations. Paragraph 5(a) of this section grants authority for the cities to initiate planning and zoning procedures to provide a comprehensive plan map designation and zoning classification. The law requires the cities to follow the public noticing procedures of the Local Land Use Planning Act, Title 67, Chapter 65.

Idaho Code §67-6509, Recommendation and Adoption, Amendment, and Repeal of the Plan, and §67-6511, Zoning Ordinance, require at least one hearing be conducted on the request to amend the plan and zoning map. At least 15 days prior to the hearing, notice shall be given to the political subdivisions within the jurisdiction, the school district, and airport manager. In addition, notice must be provided to the media and posted on available city websites. For the zoning map amendment, notice shall be given at least 15 days prior to the hearing to all landowners within 300 feet of the subject property. The governing bodies shall analyze the requested zoning district map amendment and ensure it is not *"in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction..."* Following the May 18, 2023, public hearing the Planning and Zoning Commission recommended to City Council approval of the proposed map amendments. 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, or the Council may consider the recommendation at a regular meeting without conducting a public hearing. 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.

Bonnors Ferry City Code §11-1-2 (I), Annexation Prerequisite, requires the Planning and Zoning Commission recommend to City Council a comprehensive plan map designation and zone change for the area proposed for annexation.

Bonnors Ferry City Code §11-6-1, et seq., establishes the public hearing process for zoning map amendments. The Planning and Zoning Commission shall make the recommendation to Council, and the Council may require a public hearing before making a recommendation.

I. PROPERTY INFORMATION:

1. Site acreage: ±0.35 acres
2. Access: Alder Street
3. Services: City electricity; individual septic/drainfield; city water available.
4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Sites	Residential (County), Residential (City)	Residential (County), Residential B (City)	Residential homesite, driveway, vacant lot
North	Residential (City)	Residential B (City)	Residential homesites
South	Residential (City)	Residential (County), Residential B (City)	Vacant lot
East	Residential (City)	Residential B (City)	Residential homesites
West	Residential (County)	Residential (County)	Vacant lot

II. PROJECT OVERVIEW/SUMMARY

The applicant owns a homesite adjoining the parcel that is the subject of the proposed annexation. The homesite is located within Bonnors Ferry City limits, but the additional land adjoining it is within unincorporated Boundary County. The landowner purchased the additional land to accommodate a septic tank/subsurface disposal system and to construct a carport. The additional homesite development straddles two different jurisdictions, thus causing a need for annexation.

The annexation is being considered by the City under the "Category A," or voluntary annexation process covered by Idaho Code §50-222, "Annexation by Cities." Voluntary annexations require:

- Consent by landowners. Landowner Sharon Lincks submitted a notarized consent form dated October 3rd, 2018. Progress was delayed on the application because of the need for additional information and fees.
- Contiguous or adjacent. The city limits touch the northeastern border of the county parcel owned by the landowner.
- Be within the Area of City Impact (ACI) or included in the comprehensive plan. The land is located within the Bonnors Ferry ACI and is designated as "Rural" in the new Bonnors Ferry Future Land Use Map, which was adopted April 18, 2023.

Idaho Code and Bonners Ferry City Code require the subject land be given a Future Land Use Map (comprehensive plan map) designation and be assigned a zoning district prior to annexation. The applicant is requesting the land be designated Residential on the Comp Plan Map and be zoned Residential B. However, since the adoption of the new Future Land Use Map in April, there is no longer a "Residential" mapping designation. Staff recommends the Residential Low Density be assigned to the lands because it best fits the area and is consistent with the designation of the adjoining lands.

III. AGENCY COMMENTS

Affected agencies gathered April 4, 2023, at City Hall to review the applications for four different pending annexations that are all voluntary. The City reviewed the logistics of future services and the request for the dedication of land for the future right-of-way for all of these proposed annexations. No further comments were provided by agencies for this file. Staff provided the description of the annexation to the Idaho State Tax Commission for future mapping. The description was approved.

A report on the impacts of annexation to the city is not required for voluntary (Category A) annexations.

The City Administrator advised that there is no need for an annexation agreement for this particular request.

IV. PUBLIC COMMENTS

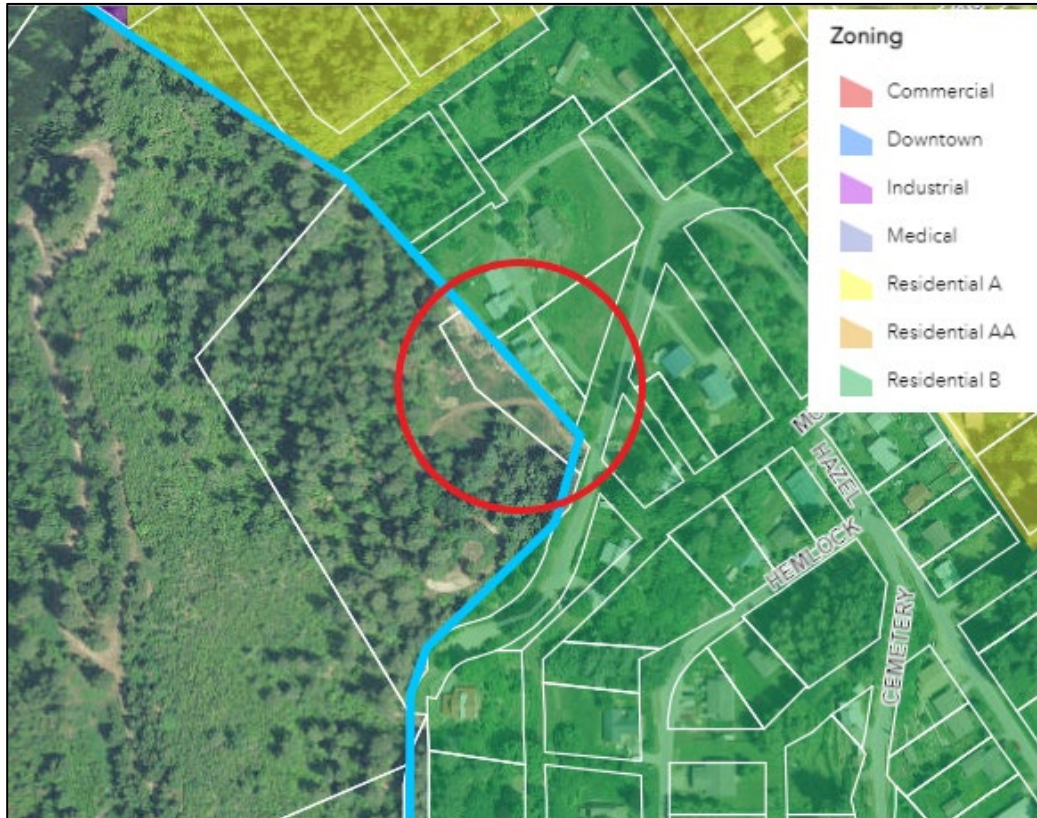
No public comments have been submitted as of the date of this report.

V. ANALYSIS

Comprehensive Plan: Staff recommends the land be designated as Residential Low Density, consistent with the landowner's property within the city limits and the general area. The Residential Low Density is characterized as appropriate for single-family residential, accessory dwelling units, and duplexes, with cottage style developments also considered. Moderately sized residential lots, walkable grids, schools, churches, and home occupations are also considered for this mapping designation. Recommended existing zones are "Residential B for certain areas."



Zoning: The applicant requests Residential B, which is the existing zoning for the area directly to the east and south of this parcel. The Residential B zone allows a mix of single- and two-family housing, accessory dwelling units, and limited keeping of livestock. This zone also permits various public service uses, certain personal services through the special use permit process, and home occupations.



1. A summary of the comprehensive plan policies from Section 1.7 and 1.8, Property Rights, of the adopted plan, as they relate to annexation and future zoning are as follows:
 - i. **Protect and enhance the welcoming and friendly feel of Bonners Ferry.**
 - ii. **Maintain and improve the small-town scale, charm, and natural beauty of Bonners Ferry.** *Included policies encourage interconnected streets and pedestrian-oriented development. This small parcel of land would adjoin an existing homesite and would not require any additional right-of-way or pathways.*
 - iii. **Enhance attainable housing opportunities for residents of all ages, incomes, and abilities while protecting the character of established neighborhoods.** *The Residential zoning district offers a variety of housing types. The existing uses are residential.*
 - iv. **Protect cherished scenic, recreational, and natural resources in the surrounding area for present and future generations while ensuring fiscal resiliency in the provision of services.** *This land is not forest or farmlands and does not contain waterfront acreage.*
 - v. **Provide publicly accessible scenic recreational amenities along the Kootenai River.** *The properties are accessed by Alder Street and do not have access to the Kootenai River.*
 - vi. **Create usable, safe, and comfortable travel routes for non-drivers throughout the city, including for seniors and**

children. *No changes to street patterns or pathways are anticipated or requested for this annexation.*

- vii. Increase connectivity and safety for all modes of travel, while decreasing vehicular congestion, especially on U.S. 95.** *This land does not adjoin U.S. 95.*
- viii. Further the creation of welcoming, walkable, and inviting corridors along Highway 95.** *This land does not adjoin U.S. 95.*
- ix. Realize the full potential of historic downtown Bonners Ferry as the city center for dining, shopping, and community events.** *The site is not within the downtown area.*
- x. Protect livability and the health of Bonners Ferry residents by maintaining clean air, soils, and water quality by minimizing pollution, including light and noise pollution.** *The annexation allows the consolidation of properties under one jurisdiction.*
- xi. Maintain and improve the provision of high-quality, affordable, and efficient community services.** *Fiscal impacts and service impacts of existing services that result from annexations are to be examined. There is no request for additional city services.*
- xii. Provide and support parks and recreational opportunities for Bonners Ferry residents year-round and on pace with growth.** *The annexation does not require additional city park or recreation facilities.*
- xiii. Grow and sustain a balanced, resilient economy for Bonners Ferry, providing community prosperity and fiscal health.** *This section calls for support of new and existing businesses through appropriate regulations. Land use patterns that support sufficient tax base are encouraged. The land proposed for annexation is undeveloped and planned for residential carport. The existing uses and proposed uses are consistent with the adjoining residential uses.*
- xiv. Maintain and enhance community safety and resiliency.** *The site is not within a floodplain, known mudslide area, steep slopes, or watershed areas.*
- xv. The City of Bonners Ferry supports and respects private property rights.** *The owner of the subject private property has voluntarily agreed to the proposed annexation.*

DRAFT MOTION FOR CITY COUNCIL:

Annexation and Zoning Map Amendments:

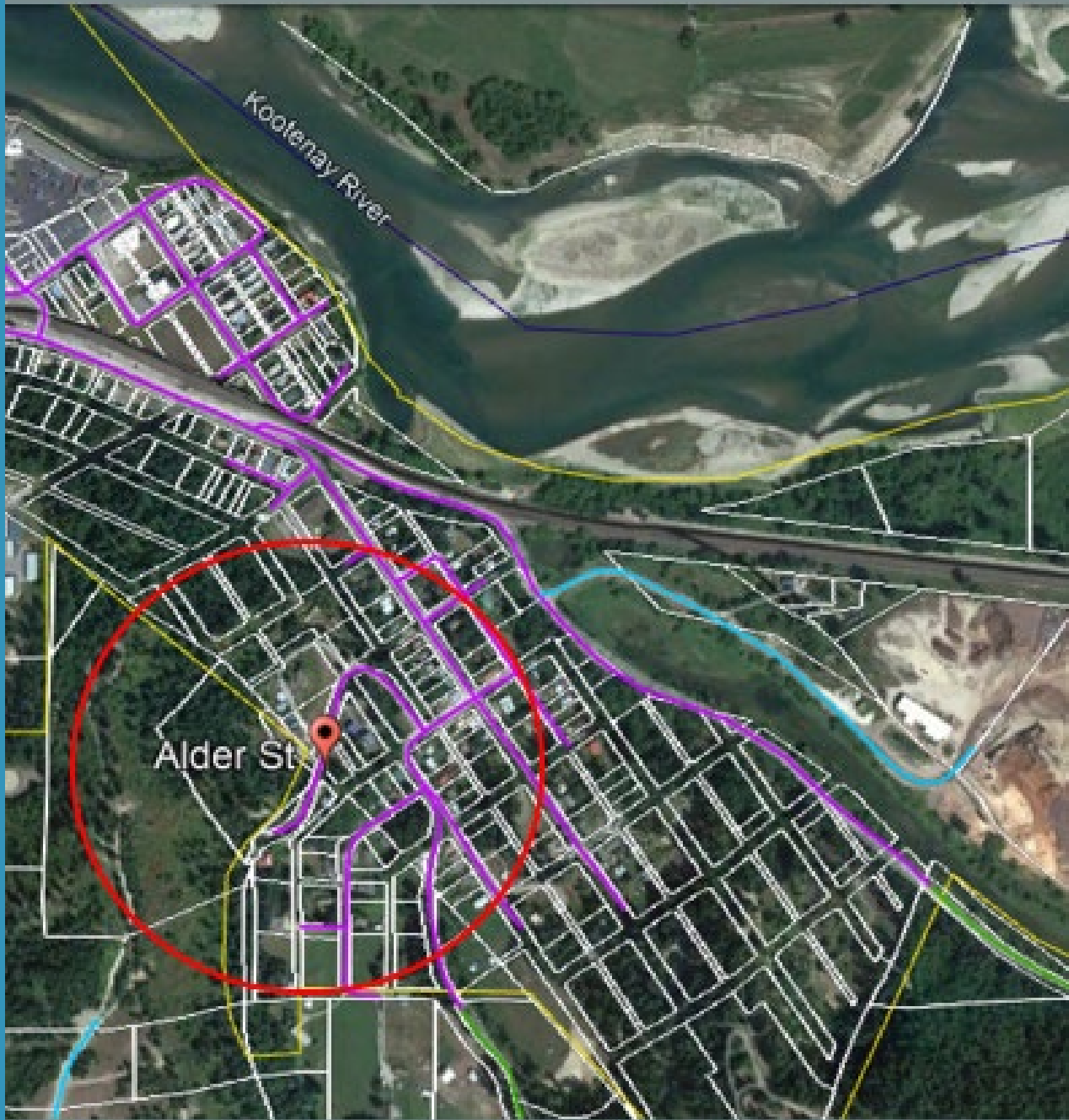
MOTION TO APPROVE: I move to approve File #AN07-23, requesting a Future Land Use Map designation of Residential Low Density, Residential B zoning, and annexation into the City of Bonners Ferry the subject property, finding that it **is in accord** with the goals and policies of the adopted City of Bonners Ferry Comprehensive Plan, based upon the findings as listed in the staff report. I further move to direct staff to prepare the mapping and annexation documents for consideration by City Council.

VI. FINDINGS

1. The subject property is contiguous to the city limits on the northeast side of the northerly parcel owned by the applicant.
2. The owner of the subject private property has submitted a signed affidavit consenting to annexation.
3. The land is within the Bonners Ferry Area of City Impact.
4. The land is designated as Residential on the City of Bonners Ferry Future Land Use Map and as Residential on the Boundary County Comprehensive Plan Map.
5. The land to the north, east, and south include residential homesites. Vacant land is found to the west.
6. The land directly to the north, east, and south of the subject site is zoned Residential B.
7. The City does not require impact fees or development fees for annexed lands. Any services to individual lots are required to be paid by landowners seeking services.
8. The site is located on Alder Street.
9. The site is not within a floodplain, steep slopes, or historic mud slide areas.
10. No additional city utility services are requested as part of the annexation.
11. Bonners Ferry Planning and Zoning Commission recommended to City Council approval of the mapping amendments, following their May 18, 2023, public hearing.

VII. CONDITIONS OF APPROVAL

1. The annexation shall be complete upon adoption of an ordinance by the City Council.
2. Upon annexation, the City will amend the official zoning map to reflect a zone district of Residential B.



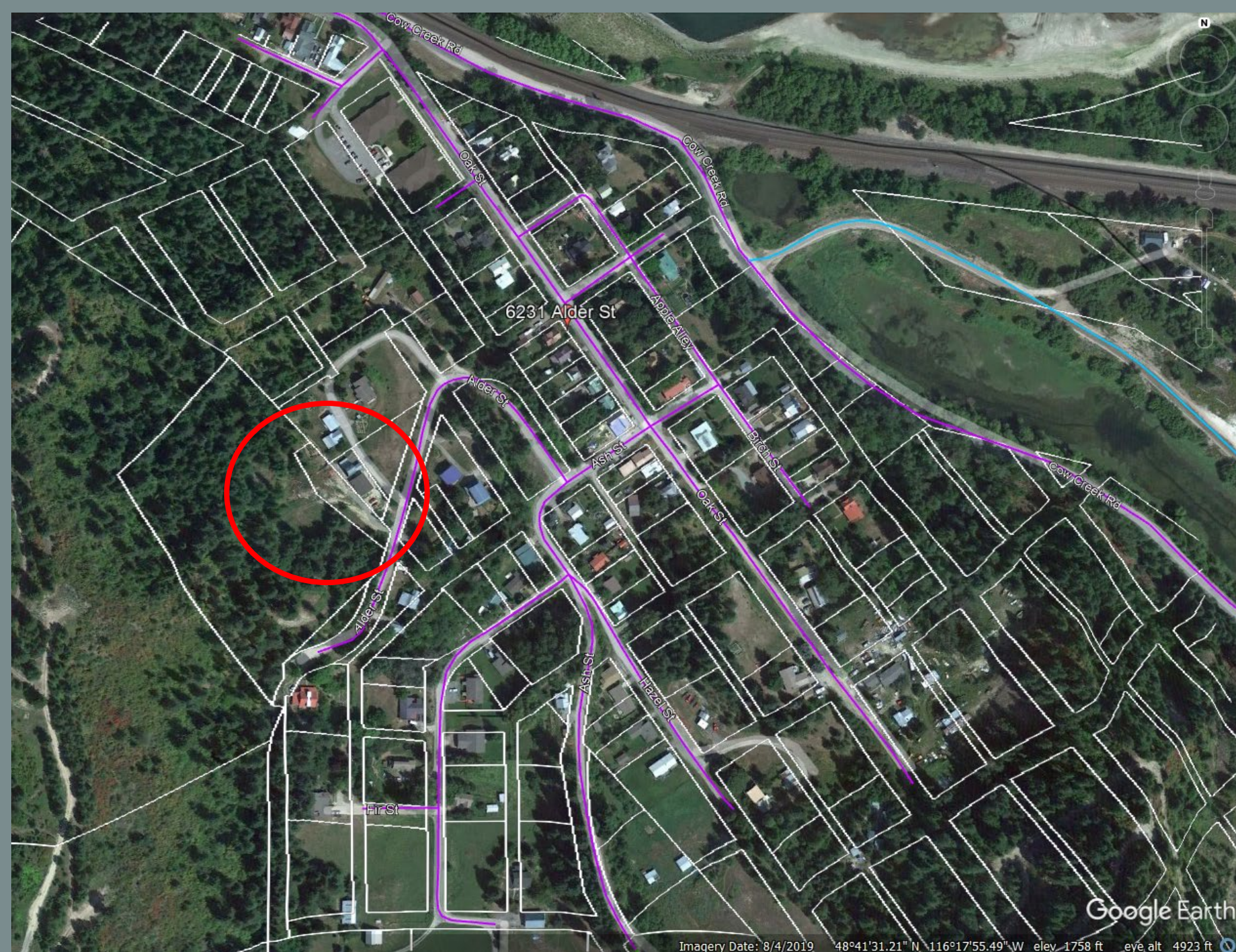
**FILES #AN07-23
VOLUNTARY ANNEXATION
LINKS**

**COMP PLAN & ZONING
MAP AMENDMENTS**

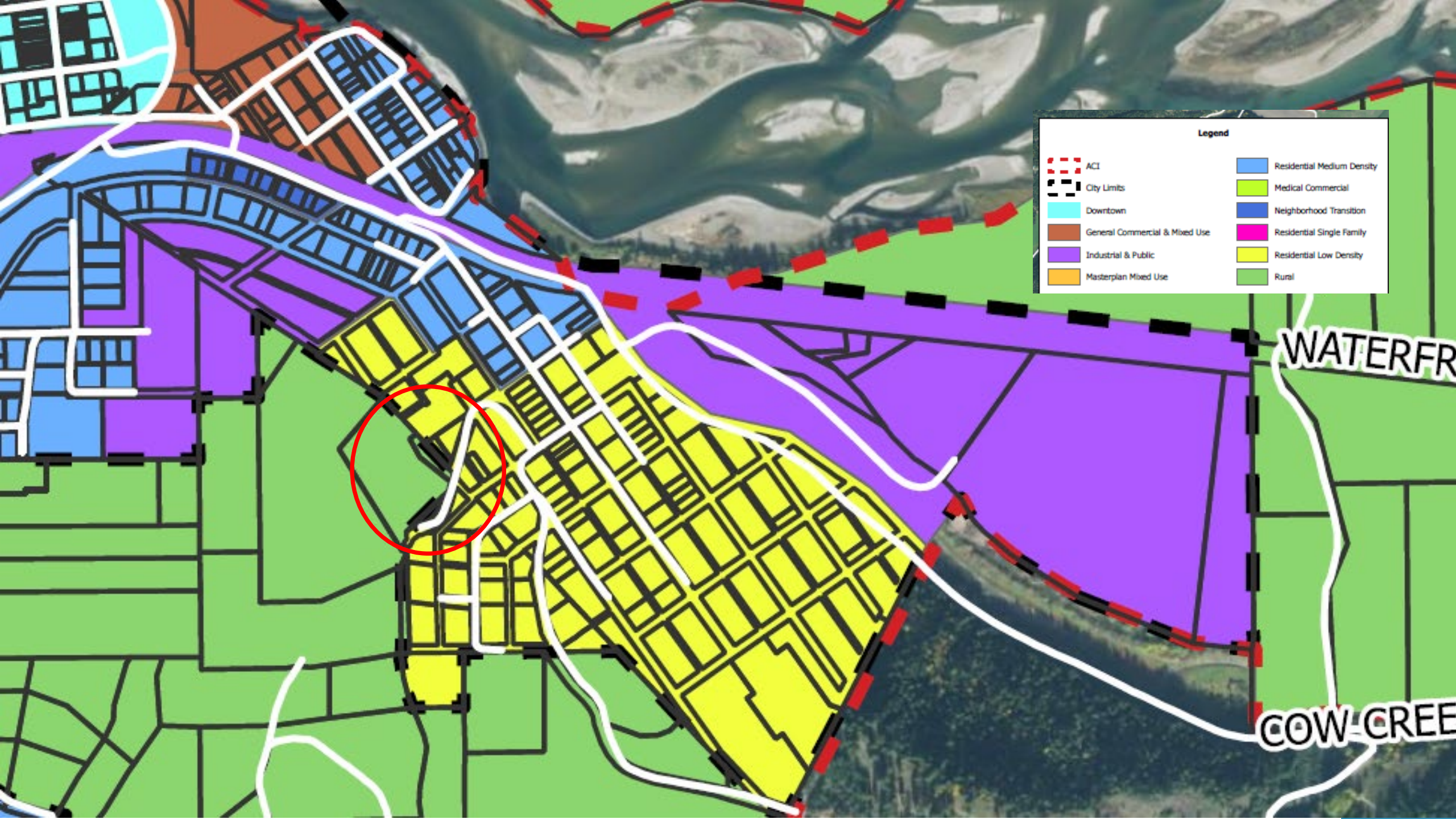
June 6, 2023

REQUEST

- **File #AN07-23 SHARON LINCKS** is requesting annexation into the City of Bonners Ferry a 0.35-acre parcel adjoining her land on Alder Street so that her property can be all within the city limits. The property is known as Tax 33 in Section 26, Township 62 North, Range 1 East, B.M. The applicant proposes the land be zoned for residential uses, similar to the adjoining lands, which are designated Residential Low Density on the Future Land Use Map and zoned Residential B. As part of the annexation process, the Planning and Zoning Commission recommended to Council approval of the Comp Plan mapping and zoning for the property. The City Council will make the final decision on the mapping and annexation.



VICINITY












WATERFRONT

COW CREEK



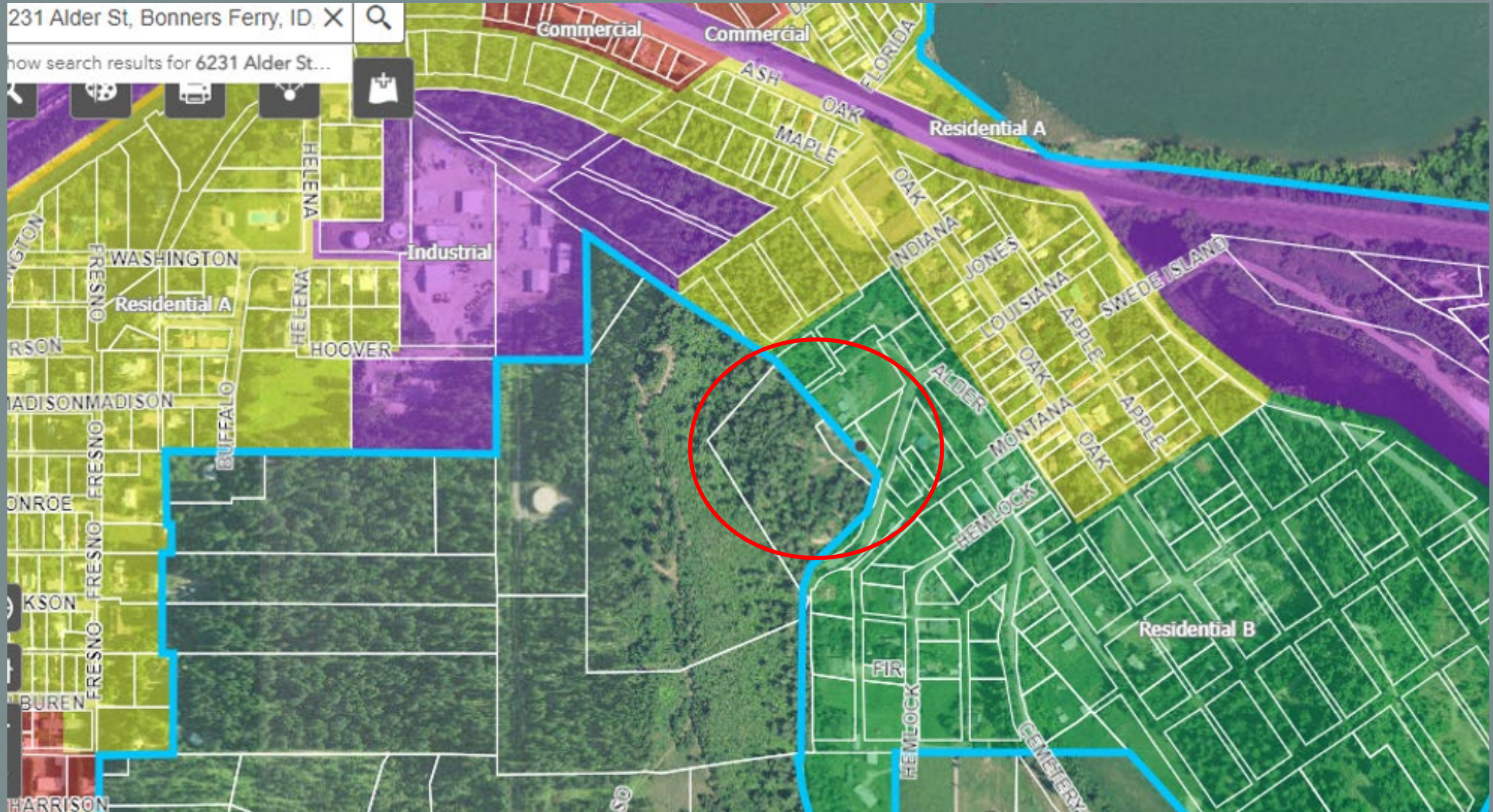
Legend

- | | |
|--|--|
|  ACI |  Residential Medium Density |
|  City Limits |  Medical Commercial |
|  Downtown |  Neighborhood Transition |
|  General Commercial & Mixed Use |  Residential Single Family |
|  Industrial & Public |  Residential Low Density |
|  Masterplan Mixed Use |  Rural |

231 Alder St, Bonners Ferry, ID X



How search results for 6231 Alder St...

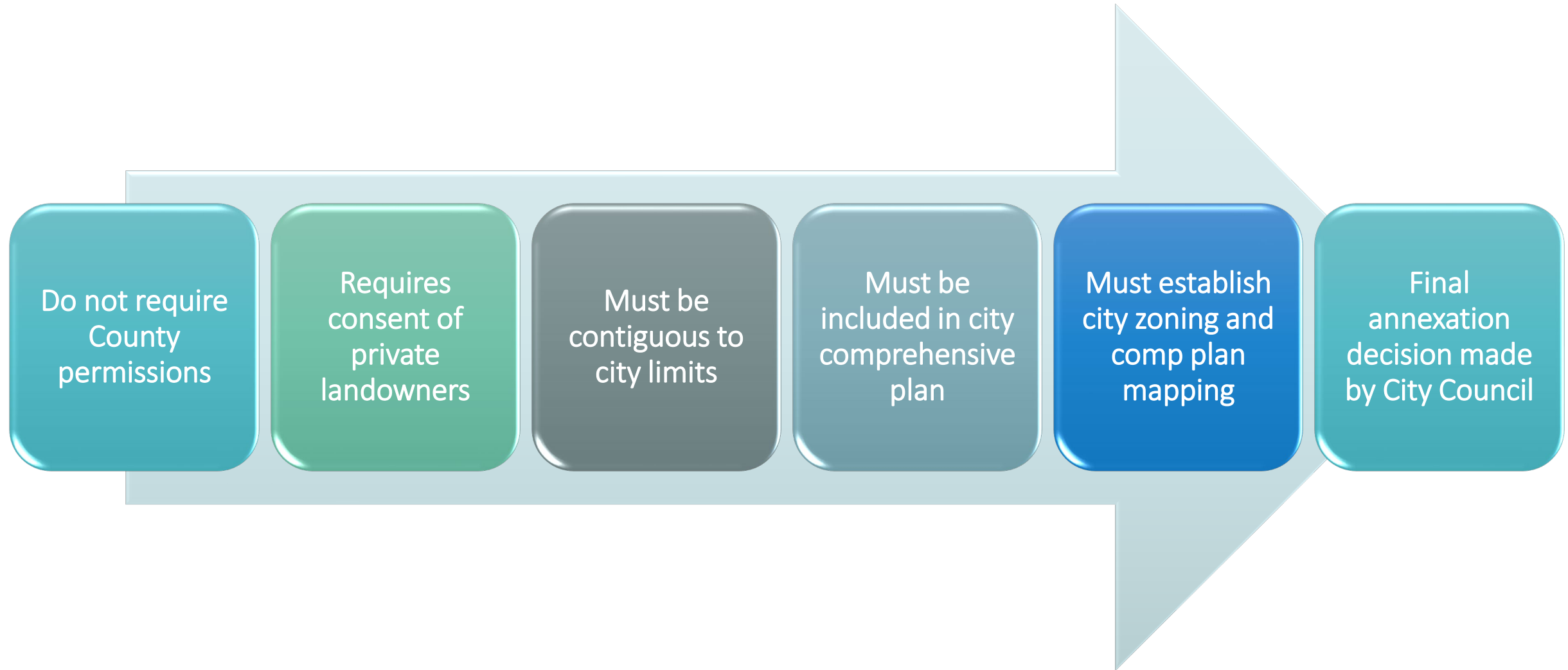




PROJECT SUMMARY

- 0.35 OF AN ACRE
- OFF 6231 ALDER STREET
- ADJOINS LANDOWNER'S PROPERTY WITHIN CITY LIMITS
- ADDITIONAL LAND PURCHASED FOR FUTURE CARPORT AND ROOM FOR DRAINFIELD SYSTEM
- STRUCTURE CANNOT CROSS OVER PROPERTY LINES OF 2 DIFFERENT JURISDICTIONS
- SEEKING RESIDENTIAL LOW DENSITY COMP PLAN & RESIDENTIAL B ZONE

Annexation process in Idaho – Voluntary Category A



ZONING & COMP PLAN CLASSIFICATIONS



RESIDENTIAL LOW DENSITY COMP PLAN

Characterized by single-family residential and ADU uses. Duplexes, cottage style developments. Moderately sized residential lots that are walkable



RESIDENTIAL B

A mix of single- and two-family dwelling units. ADUs, limited keeping of livestock. Public service uses, personal services, through special use permits, and home occupations

AGENCY REVIEW & PUBLIC COMMENT

- AGENCY REQUEST FOR COMMENT SENT 3/23/23 TO CITY UTILITIES; ADMINISTRATION; ENGINEERING; IDAHO TRANSPORTATION DEPARTMENT; STREETS AND FIRE DEPARTMENT.
- NO AGENCY COMMENTS
- NO WRITTEN PUBLIC COMMENT TO DATE
- NO NEED FOR ANNEXATION AGREEMENT, PER CITY

DRAFT MOTION

MOTION TO APPROVE

I move to APPROVE File #AN07-23, requesting a Future Land Use Map designation of Residential Low Density, Residential B zoning, and annexation into the City of Bonners Ferry the subject property, finding that it is in accord with the goals and policies of the adopted City of Bonners Ferry Comprehensive Plan, based upon the findings as listed in the staff report. I further move to direct staff to prepare the mapping and annexation documents for consideration by City Council.

ORDINANCE NO. 608

TITLE 10: UTILITIES SERVICES

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING AND REPLACING TITLE TEN, CHAPTERS ONE (1), TWO (2), AND FOUR (4) IN THEIR ENTIRETY, AMENDING CHAPTER THREE (3) TO INCLUDE A NEW SUBSECTION CALLED “ANNUAL SEWER STUDY,” AND STRIKING THOSE SECTIONS THAT ARE REDUNDANT IN CHAPTER ONE (1); PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Idaho Municipal Corporations Title 50, Chapters 3 and 9 provide authority for the City of Bonners Ferry to adopt ordinances; and,

WHEREAS, the city owns and operates an electric generation, transmission and distribution system, a water treatment and distribution system and a wastewater collection and treatment facility with the intended purposes to serve a public use and promote the health, safety, prosperity, security and general welfare of the citizens and customers of the city of Bonners Ferry, and

WHEREAS, the city has determined that existing ordinances are outdated and inconsistent with the current practice of maintenance and operation of the city system, and

WHEREAS, this ordinance sets forth uniform requirements for all users of the publicly owned electric, water and sewer systems for the city of Bonners Ferry and enables the city to comply with all applicable state and federal laws and the general pretreatment regulations.

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 10 Utilities, Chapters 1, 2 and 4 are hereby repealed and replaced in their entirety and Chapter 3 is hereby adopted as amended. New language within Chapter 3 will be shown as underlined and language which is removed will be shown as ~~stricken~~. This ordinance shall repeal all of Ordinance 372 in its entirety and all other ordinances which may conflict with this ordinance.

CHAPTER 1

UTILITY SERVICES

10-1-1 PURPOSE

To protect the health, safety and general welfare of the public, the city of Bonners Ferry deems it necessary to control the use and connection to the municipal water, wastewater and electrical and waste disposal systems. To protect the health, safety and general welfare of the public and to comply with the city's obligations under law to provide an equitable system of rates and fees with the view toward attempting to make the city's utility systems self-supporting, there is established a system of periodic rates and fees for the purpose of equitably imposing upon all users the costs and expenses of operation, maintenance, repair and replacement of the municipal water, wastewater and electrical systems.

10-1-2 APPLICABILITY

This ordinance shall apply to all users of the publicly owned utility systems; provides for eligibility, monitoring, compliance, and enforcement activities; establishes administrative review procedures; allowances for setting rates, billing and recovering costs; and requires user reporting.

10-1-3 BEST INTEREST

The city reserves the right to deny connection, expansion of or modification to, the city utilities systems where it is deemed by the city, or its affiliates, to not be in the best interests of utility or its customers to do so. In execution of this section the city may provide written communication indicating the reasons for which it may or may not be in the best interest or the City Council shall provide so in the form of an official record.

10-1-4 DEFINITIONS

As used within the entire TITLE 10, the following words and terms shall have the meaning ascribed to them in this section:

ACCOUNT HOLDER: That person who is listed on the account and/or is responsible for payments on the utility account.

CAPITILZATION FEE or CHARGE: Is a one-time charge paid by new development to finance construction of public facilities needed to serve them. These fees are intended to provide funds to the utility to finance all or a part of the capital improvements needed to serve new customer growth on the utility.

CITY: The city of Bonners Ferry, Boundary County, Idaho, or its authorized or designated agent, representative or deputy.

CITY ENGINEER: The engineers appointed by and acting for the council, who shall be an Idaho registered civil engineer.

CONTIGOUS LANDS: Those lands adjacent to the city's incorporated boundary

CONTRACT SERVICE AREA: That area in which electric customers are served outside city limits by contract or agreement.

CUSTOMER or USER: The owner of a residence, building, structure, or tenant of a single service connection of a residence, building or structure who has made application and who has been accepted under the terms of this chapter and who receives utility from the city. Those structures with multiple connection services the owner shall be considered the Customer or User.

DOOR HANGER: A city form or notice, wherein the account holder or customer is notice of a delinquent account and a city staff member placed the notice at the physical property where the account is located.

EXPANSION OF SERVICE: Expansion of service includes the upsizing of service line(s), extension of water or sewer mains, additional water or sewer taps, connections, or capacity for any parcel of land including the expansion or addition of new buildings.

FEE FOR SERVICE: Any fee for service set forth and paid to the City shall be to provide sufficient revenue to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.

IMPLIED CONSENT: Is calid consent to annex lands connected to water or wastewater collection system operated by the city if the connection was requested in writing by the owner, or the owner's authorized agent, or the connection was completed before July 1, 2008.

INACTIVE SERVICE OR ACCOUNT: An account which has been disconnected and inactive for 30-days or more. Inactive accounts have been placed in inactive status by the customer or the property owner. An inactive service or account is still liable for monthly base rate charges, even if no utility use is consumed.

LANDWONER: That person(s) who is listed as the current owner of the property by deed.

MAY: Is permissive.

OWNER: Property owner or authorized person who is responsible for maintenance and care of private property.

SERVICE AREA: The city of Bonners Ferry incorporated city boundaries or by contract with the property owner.

SERVICE CONNECTION: Is the connection owned by the individual property or account owner. It is the lateral connection from the city owned utility line to the property or building.

SHALL: Is mandatory.

SUPERINTENDENT: The person who has been hired by the city to manage the respective utility department.

USPS: United States Postal Service.

10-1-5 PROPERTY OF THE CITY

- A. All public sewer mains, pipelines, conduits, catch basins, manholes, clean outs, sewer interceptors and sewer outfalls, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts located in any street, alley or easement in the city shall belong to the city.

- B. Lateral sewer lines, as defined herein, even within the public right-of-way, shall not be owned or maintained by the city and shall be owned and maintained by the property owner served by the line, including maintenance of the main service tap.
- C. The city shall be responsible for that portion of the utility from the main line to the meter. The property/account owner shall be responsible for everything from the meter to the structure. The city shall own and maintain any meter. Any upgrades or changes to the meter shall be done so at the direction of the city, unless otherwise provided for within the chapter. Any cost associated with meter replacement may be charged to the account holder.
- D. If no meter exists, then the city shall not have responsibility beyond the city utility main line.

10-1-6: ELIGIBLE SERVICES

A. ELIGIBLE PROPERTIES:

- 1. Only those properties located within the city’s service area shall be eligible for new water or sewer service connections by the city water and sewer department. Existing services located outside of the city’s service area shall be allowed to continue, provided they do not require an expansion of service as defined.
- 2. The city shall not provide water or sewer by contract outside of the city limits.
- 3. Those properties receiving city water or sewer services outside city limits, imply consent to annex by receipt of such services. Any future annexation shall be done in accordance with all Idaho statutes.
- 4. Electric service: Any property which can be served by the city through agreement or contract.

B. SERVICE AREA:

- 1. The city services area for water and sewer services is the incorporated boundaries of the city of Bonners Ferry.
- 2. The city service area for electric shall be by contract or agreement with the property owner and the city when outside of the city limits.

C. LANDS CONTIGUOUS TO SERVICE AREA: Lands contiguous to the incorporated city limits shall first be annexed before sewer or water service is provided or extended to those properties.

10-1-7: EXPANSION OF SERVICES OUTSIDE CITY LIMITS, NOT ALLOWED

A. No existing water or sewer service located outside of the city service area shall be expanded without first being incorporated into the city limits.

B. EXPANSION OF SERVICE: The City Administrator and/or City Engineer shall have final decision over whether circumstances around a property qualifies as an expansion of service.

- 1. In deciding as to whether a property qualifies as an expansion of services the City Administrator or Engineer shall first determine if the circumstances around such expansion of services meets the definition as provided in section 10-1-3.
- 2. If the determination has been made that an expansion of service will occur, then the City Administrator or City Engineer shall require the property first be annexed before receiving any city water or sewer services.
- 3. If the determination has been made that an expansion of services has not or will not occur, then the city administrator or engineer shall document to the requestor the decision along with those findings in which the determinations is made.

4. Any final, written administrative decision made pursuant to this title shall be considered final unless appealed by an affected person to city council. The appeal process shall follow the same standards as listed at 10-1-20, of Bonners Ferry City Code.

10-1-8 CAPITALIZATION CHARGE, NEW ACCOUNTS, PREVIOUS ACCOUNTS, NEW SERVICE CONNECTIONS

- A. **CAPITALIZATION CHARGE:** Any new development on to the city's system is subject to a capitalization charge. This fee is developed by the city and charged to the customer or requestor at the time the services is applied for. The purpose of the capitalization fee is to assess new customers their proportionate share of the cost of infrastructure required to provide them service by the utility.
 1. The capitalization fee or charge shall be set forth by the city council on the official fee schedule. The fee may vary depending on each utility.
- B. **NEW ACCOUNTS:** Any new customer shall request a new account by using a city utility service form or application. The application, once prepared, shall be submitted to the city with any and all documents that the city requires in order to process the application. Those can include, but are not limited to, the following:
 1. Warranty Deed or lease agreement
 2. Photo identification
 3. Required fees and deposits set forth on the official fee schedule.
- C. **PREVIOUS ACCOUNTS:** A Customer who has a prior account with the city that has been closed or retired and has a balance owing or a balance in collection, shall pay all past-due balances before opening a new account with the city.
- D. **NEW SERVICE CONNECTIONS:** A customer may seek a new service connection on a form provided by the city. The city has the right to review, approve or deny service connections if it deems it not in the interest of the city to allow such connection, in concert with any standards or requirements within the specific utility.

10-1-9 DEPOSIT REQUIRED FOR SERVICE CONNECTIONS

The Departments of water, sewer, and electricity, or any one or more of them, may require advance deposits before providing customer service. The deposit is used by the utility to schedule, purchase, and otherwise prepare for the service line connection to the city system. The deposit will be shown as a line of credit on the final invoice by the city for the actual cost of connecting to the city utility.

10-1-10 SECURITY DEPOSIT ON NEW ACCOUNTS

- A. **SECURITY DEPOSIT REQUIRED:** All new utility accounts are required to submit a security deposit on the account up setup, unless an acceptable letter of credit is provided as described in subsection C of this section, or the customer enrolls in autopay.

The deposit will be collected at the time of application, of which the amount shall be set forth by the official fee schedule as adopted by resolution by the council.

- B. **PAYMENT ARRANGEMENT:** If payment arrangement is needed on the deposit, a minimum of fifty percent of the deposit amount will be collected at the time of application and the remaining amount by the due date of the first billing cycle on the account. Payment of deposit will take priority and the remaining amount will be applied to utility service balance.
- C. **SECURITY DEPOSIT WAIVER:** The security deposit will only be waived on accounts if the customer has the previous twelve (12) months of consistent full, on-time payment history with the city or the city has received some form of communication acceptable to the city, from the previous utility company, documenting the previous twelve (12) months of consistent full, on-time payment history. This letter must show historic payment obligations for a like-sized account.
- D. **RETURN OF DEPOSIT:** After twelve (12) continuous months of non-delinquent payment of the monthly bill by the customer for the utility requiring a deposit, such deposit shall be applied to the customer's account. If the customer closes an account, the deposit is applied at closing. Refunds are mailed to the customer if the account balance results in a credit and there are no other active accounts of the customer (Ord. 537, 12-3-2013).
- E. **INTEREST:** No interest will be paid to customers on security deposits.
- F. **BANKRUPTCY:** If a customer has previously declared bankruptcy while a utility customer of the City of Bonners Ferry, the security deposit required shall double. Additionally, the deposit shall not be refunded to the account until there has been twenty-four (24) months of full, on-time full payments or when the account is closed.

10-1-11 BILLING FOR SERVICES

The City shall reserve the right to bill for monthly services for each utility and shall do so in accordance with the City's billing policy as adopted by resolution by City Council.

- A. **NON-SUFFICIENT FUND (NSF) POLICY:** When the City receives an NSF for auto-pay or a check, the payment is cancelled from accounts receivable and the customer is charged a NSF fee in accordance with the city's official fee schedule. The City Clerk will advise the Police Department of NSF checks when appropriate. The City is not responsible for any other NSF fee charged to the account holder by any other entity which charges the customer a NSF fee.
- B. **NOTIFICATION:** The Clerk will notify the account holder or customer of the NSF. In the event that the Clerk is unable to contact the person(s), He/She shall then notify the account holder by means of a door hanger to inform them of the NSF.
- C. **LANDLORD/RENTAL DWELLING TRANSFER OF SERVICE:** Upon a tenant vacating a property the utility accounts shall revert back to the landlord's name or property manager. The landlord/property manager may contact the City at any time to request the status of the tenant's account.
- D. **TENANT'S LIABILITY:** If the service is placed in the landlord's name and the tenant has outstanding utility bills, the tenant will be subject to the collection process.
- E. **METER READING:** Meters are read monthly or when a final read is necessary.
- F. **ESTIMATED BILLING:** When the City is unable to gain reasonable access to a meter or when the meter collection system fails, the city will estimate the reading for a billing period based on the historical usage of that service.

- G. **RETIRED SERVICE:** A service may be retired by written request of the property owner. When a service is retired, meters will be removed. Request for service at a location from which a service has been retired shall be required to install a new service.

10-1-12 PAYMENTS

- A. **DUE DATE:** Payments for charges on the utility bill shall be made-due on the thirtieth (30th) of each month of that month's bill date, or as provided for in the city's utility billing policy adopted by council. February's bill shall be due on the last day of the month, or as otherwise provided for within the city's utility billing policy adopted by council.
- B. **PAYMENT ARRANGEMENTS:** Customers who cannot make full payment shall make payment arrangements in accordance with this chapter. Failure to do so may result in the account being delinquent and being disconnected, as provided for in accordance with this chapter.
- C. **REQUESTS FOR BILLING:** Customers may request to be billed in any method as provided for within the city's utility billing policy. If the customer makes no request, the customer shall be sent notice of charges through USPS mail.
- D. **RECEIPT OF BILL IS NOT CAUSE FOR NON-PAYMENT:** Not receiving an invoice or bill from the city via the approved or requested method does not deprive the customer of paying any charges accrued on the account. Failure to make payment, even if the customer claims it was not received, is grounds for the city to take action to disconnect the account or send the account holder to collections in accordance with this chapter.

10-1-13 CLOSED ACCOUNTS, DELINQUENT ACCOUNTS, DISCONNECTIONS

A. CUSTOMER REQUESTED CLOSURE:

1. To close an account, a customer must complete a request to discontinue utility services on a form provided by the city. The account will remain in the customer's name until the city has received the completed form.
2. The customer will continue to receive a bill for account charges until the account is paid for in full or turned over to a collection agency.
3. Accounts closed due to non-use, delinquency, or at the request of the customer, may require the service to be updated to any new standards the city has adopted since the account originated.

B. CLOSURE BY NON-USE.

1. When an account has been inactive for thirty (30) days, the account will be closed and any past due balances sent to collection, pursuant to standards adopted by resolution.
2. Reconnection of an account closed due to non-use will require a new application and payment of all associated fees and deposits, including any past fees not collected or due to the city.

C. DELINQUENT ACCOUNTS

1. Account or balances over an amount set by Councils (see official fee schedule) and past due by thirty (30) days, shall be considered a delinquent account.
2. If an account is not brought current or remains delinquent over the thirty (30)-day time frame provided in this chapter, and a payment arrangement has not been approved by the city, then the city shall prepare a Door-Hanger, for placement on the physical property notifying the property

that the utility account that is delinquent and will be shut off on a date specified on the door hanger.

3. The door hanger shall note the time and place where payment shall be made before disconnecting of the property is done.
4. The city will charge a "Door hanger fee," in accordance with the adopted fee schedule, each time city employee is required physically notice the property is delinquent.
5. An account that is not brought current shall be disconnected in accordance with subsection E of this section.

D. PAYMENT ARRANGEMENTS

1. A customer may request a payment arrangement for delinquent accounts, but first must pay a minimum of twenty-five percent, (25%), of the past due amount.
2. Any remaining balance of the past due amount will be due within thirty (30) days of the payment arrangement being made.
 - a. No new payment arrangements will be allowed if the previous payment arrangement was not paid or completed in the time frame accepted by the city.
 - b. If the payment arrangement is not completed by the account holder, then a door hanger is then placed on the address of the delinquent account.
 - c. Any aggrieved account holder may appeal the staff's decision in accordance with section 10-1-20 of this chapter.

E. DISCONNECTIONS AND RECONNECTIONS

1. The city may immediately and without notice disconnect services for the following reasons:
 - a. Broken payment arrangements
 - b. Diversion or unauthorized use of city utility services.
 - c. Discovery of a condition determined by the City to be hazardous.
 - d. Violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
 - e. Discovery of meter tampering.
 - f. Other circumstances where public health and/or safety is at risk.
2. Disconnections for routine maintenance during normal working hours by the request of the customer can be made by the account holder or customer at no cost to the customer, provided the disconnect can be completed within two (2) working hours in a single business day and can be accommodated within ten (10) working days of the request.
3. Disconnection for routine maintenance outside of normal business hours or have to be accommodated within a ten (10) working daytime frame, or that take longer than two (2) working hours in a business day, will be charged actual costs of labor expended for such work to be completed.
4. Delinquent accounts shall be disconnected after failure to make an account current in payment after notice is provided by the city.

5. City staff shall cause the delinquent account to be shut off or the meter removed for accounts that remain delinquent. The city may at any time remove the meter from the property if the account is not brought current.
6. A customer can delay termination of service for an additional thirty (30) days from the scheduled disconnect date by obtaining a certificate from a doctor or public health official stating that a medical emergency would exist if a medical condition would be aggravated if the service is turned off. The certificate must be signed by the person diagnosing the medical conditions and must name the person affected.
7. Reconnection of a property after being disconnected for non-payment shall not be reenergized or reconnected until the service is brought up to current Idaho State or National Code requirements, or any city standards.
8. All charges, fines or penalties shall be paid in full before reconnection or account activity is reinstated.

10-1-14 OVERDUE AND INACTIVE ACCOUNTS:

- A. In-Active accounts, as defined in section 10-1-3, are still liable for monthly base rates as provided for within the official fee schedule adopted by the city council from time to time.
- B. In the event that a utility’s customer is listed as the debtor on two (2) or more accounts, if one such account is no longer active or in-use but a balance is owed on such account, the city may transfer the balance of the inactive account to another active account of the same customer, the inactive account may be closed, and the balance shall be due in accordance with the terms of the active account. (Ord. 537, 12-3-2013)

10-1-15 FORFEITURES

[RESERVED]

10-1-16 METERS

- A. OWNERSHIP OF METERS: All water meters installed or accepted by the city shall remain the property of the city and may be removed or replaced by the city at any time.
- B. MAINTENANCE OF METERS: The city shall maintain and repair all the meters. Where replacement, repair or adjustment of any meter is rendered necessary by the act, neglect or carelessness of the owner, occupant or tenant, any expense incurred by the city thereby shall be charged and collected against the customer. Water services may be discontinued until the meter is repaired.
- C. METER LOCATION AND ACCESS: Meters shall be located near the customer’s property line closest to the street where the source water main is located or as directed by the superintendent of the utility. Adjacent areas next to meters shall be kept free of trees, shrubbery, or other obstructions, including debris, snow or other items which may bury the meter. Failure to comply with this ordinance may result in charges for locating, cleaning or removing vegetation if cost is incurred by the city.

- D. **METER ADJUSTMENTS:** Any adjustment whatsoever of a meter shall only be done with the express written consent of the city official in charge of the water department. Furthermore, all city water system taps shall be by the city or under the supervision of the water superintendent.
- E. **METERS IN STRUCTURES:** No meter shall be located within a structure without written approval by the city. If a meter is located within a private structure, the city shall obtain free right of access at all times to said meter.

10-1-17 METER UPGRADES REQUIRED

- A. Notwithstanding specific requirements within the utilities chapters, any account which is shut-off, discontinued, retired or otherwise removed from the city system shall be upgraded to the city's current system, if it is otherwise determined to be nonconforming by the city.
- B. Any cost associated with an upgrade shall be borne by the account holder. If the request is made by the account holder to install a new meter, the city shall bill the account holder for all costs associated with the installation and upgrade.
- C. No service shall be reinstated or activated until such measures, meters or other required elements of the system upgrades have been completed and installed to the satisfaction of the city.

10-1-18 PUBLIC UTILITY SYSTEM CONSTRUCTION OR EXTENSION

- A. **LICENSED CONTRACTORS:** Only Idaho Public Works licensed contractors shall be authorized to perform the work of public utility construction within the city. The contractor must also be licensed at the appropriate level based on construction cost and Idaho Statute requirements. All terms and conditions of the approval issued by the city to the applicant shall be binding on the contractor.
- B. **PERMISSION TO EXTEND:** The mayor and council may authorize the construction or extension of public utility in accordance with this Title. No person shall construct, reconstruct, extend or connect to any public sewer without first obtaining written approval from the city and paying all fees and connection charges and furnishing bonds as required therein. Any person or entity constructing within the city's rights-of-way shall first obtain a right-of-way permit from the city.
- C. **ADOPTED DESIGN STANDARDS:** Staff shall require compliance with any specific standards of the utilities as adopted from time-to-time by resolution of the city council.
- D. **CONSTRUCTION AGREEMENT:** The city council may enter into development and construction agreements with the landowner, developer and/or installer to ensure the public system is protected overall.
- E. **ADOPTION OF ISPWC:** The City by reference hereto adopts the latest edition, and subsequent editions thereto, the Idaho Standards for Public Work Contractors, (ISPWC) for City utility construction. All utility extensions or modification shall be designed, constructed and installed to this standard.

10-1-19 APPLICATION FOR UTILITY CONSTRUCTION AND/OR EXTENSION

- A. **APPLICATION:** An application with completed construction plans showing profiles and specifications, complying with all applicable ordinances, rules and standards, showing all details of the proposed work based on an accurate survey of the ground prepared by an Idaho registered civil engineer shall be submitted to the city for review.

- B. **PLAN APPROVAL:** The application, together with the plans, profiles and specifications shall be examined by the city engineer who shall approve them as filed or require them to be modified as they deem necessary for proper installation.
- C. **STATE SUBMISSION AND APPROVAL:** Once plans and specifications are approved by the City Engineer, the applicant must then submit the plans and specifications to the respective Idaho State office, if applicable, for approval.
- D. **ISSUANCE TO CONSTRUCT:** When the City Engineer and/or the State of Idaho is satisfied that the proposed work is proper and the plans, profiles and specifications are sufficient and correct, he/she shall order the issuance of a permit predicated upon the payment of all connection charges and fees, and furnishing bonds as required by the city. The permit shall prescribe such terms and conditions as the council finds necessary in the public interest.
- E. **COMPLIANCE WITH REGULATIONS:** Any person constructing within a city street shall comply with all state and city laws, ordinances, rules and regulations pertaining to the cutting of pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay fees required by the department having jurisdiction.
- F. **MODIFICATION OF STANDARDS / AS-BUILTS:**
 - 1. The City Engineer may permit modifications or may require higher standards where unusual conditions are encountered.
 - 2. As-Built plans are required to be submitted to the city. No less than two (2) sets of As-Builts drawings showing the actual location of all mains extensions, wyes and laterals shall be filed with the city before final acceptance of the work is completed.
- G. **EXCAVATIONS**
 - 1. **Safety Devices:** The applicant or contractor shall maintain such barriers, lights and signs as are necessary to always give warning to the public that a utility is under construction and of each dangerous condition to be encountered as a result thereof. They shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the utility.
 - 2. **Restorage of the Excavated Area:** Streets, sidewalks, pathways and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the city.
- H. **TESTING OF COMPLETED UTILITY LINE:** Before any acceptance of any sewer, water or electrical line by the city and prior to the admission of any services into the city system, the utility line shall be tested and shall be completed in full compliance with all city and state regulations and to the satisfaction of the City Engineer.
- I. **SEWER LIFT / WATER BOOSTER STATIONS:** In areas and subdivisions where elevations do not allow gravity flow to, sewer lift or water booster stations shall be required. Required sewer lift stations and/or water booster stations must be constructed to the city standards and policies as adopted or amended from time to time.

10-3-20 ENFORCEMENT

The city may take all measures as deemed fit to ensure the public system is protected from violations of this Title.

- A. **NOTIFICATION OF VIOLATIONS:** Whenever the City finds that any persons who have violated the prohibitions of this Title, the City may cause to be served upon such person a written notice (either personally or by certified or registered mail, return receipt requested) stating the nature of the

alleged violation. Within fifteen (15) days of the date of receipt of the notice, the person(s) shall respond personally or in writing or by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations.

- B. PLANS FOR CORRECTION: Thereafter, the person shall be given the opportunity to meet with a representative of the City to ascertain the veracity of the allegations and establish a plan for the satisfactory correction of the violations and preclusion of a recurrence thereof.

10-1-21 PENALTIES

- A. Any person found to be violating any provision of this Title shall be served by the city with written notice stating the nature of the violation and provided a reasonable time limit, but in any event not to exceed ninety (90) days, for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.
- B. The city shall have the authority to issue warnings and invoke administrative sanctions as deemed proper by the city. Including, but not limited to, disconnection of the utility from the property.
- C. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage caused by the city by reason of such violation.

10-1-22 APPEALS/MEDIATION

- A. APPEALS AND REVIEW: Any person aggrieved by a ruling of City, respecting the interpretation of this act or any officer, department of the city concerning the interpretation of this act may take an appeal to the council in the following manner:
 - 1. Such appellant shall, within fifteen (15) days after staff makes the decision, file a written notice with the city clerk, together with a filing fee as hereinafter required. The city clerk shall forthwith transmit to the council all papers constituting the record upon which this action was taken.
 - 2. The council, upon receipt of any notice of appeal, shall fix a reasonable time for the hearing of the appeal.
 - 3. The council shall hear and decide the appeal within a reasonable time but in no event more than forty-five (45) days after its final adjournment of the hearing. At the hearing, parties in interest may appear in person or by agent or attorney and testify and offer evidence and material relevant to the issue.
 - 4. The council may reverse or affirm, in whole or in part, or may modify the order, requirement, decision or determination as, in its opinion, ought to have been made on the premises.

10-1-23 STANDARDS FOR ADMINISTRATION, ADOPTED BY REFERENCE

The city shall, from time to time, adopt certain policies and procedures for administrating the utilities, which shall be modified as needed to best manage the respective department. The policies and procedures, as included by reference herein, shall serve as the city basis for directing staff and customers on connections, extensions, billing and other day-to-day activities. Those policies include, but are not limited to, the following:

- A. Electric Service Standards
- D. Water Service Standards
- E. Sanitary Sewer Standards
- F. Road Standards

CHAPTER 2

WATER

10-2-1 DEPARTMENT ESTABLISHED

A Water Department is hereby established. The officers and other employees shall consist of a Superintendent and other such personnel as the council may from time to time deem necessary for the efficient administration of the same.

10-2-2 PURPOSE; GENERAL PROVISIONS

The purpose of this Chapter is to:

- A. Establish reasonable rules and regulations for the operation of the Water Department of the City.
- B. Establish reasonable fees to be charged to customers receiving water service and provide fair, orderly, and efficient procedures for collection and termination of delinquent accounts.
- C. Establish a fair and equitable means of having all persons who hook into or receive direct and immediate benefit from water mains throughout the city by requiring owners to participate in the capital cost and maintenance of water mains fronting and providing benefits to properties and the general operation of the water system, including fire protection and other health and safety benefits.
- D. Establish fair and equitable charge for the actual cost of material and labor expended by the City whenever City crews install water service or do maintenance for a customer.
- E. Protect public health and welfare by maintaining quality water to the city and controlling cross-connections or other sources or potential sources of contamination to the water supply.
- F. Provide clean, efficient, and adequate water system for residents and customers of the city.

10-2-3 DEFINITIONS

BACKFLOW: The flow of water or other liquids, mixtures, or substances into the distributing pipes of a potable supply of water from any source or sources other than its intended source.

BACKFLOW PREVENTION ASSEMBLY: A backflow preventer which is testable.

CONTAMINATION: The presence of any foreign substance (organic, inorganic, radiological or biological) in water that tends to degrade its quality so as to constitute a hazard or impair the usefulness of the water.

CROSS CONNECTION: Any physical connection between the city's system and another water supply.

EMERGENCY: An unexpected event not routinely occurring in the course of the operation of the system resulting from damage to or failure of the system or some part thereof or a user's system attached thereto and supplied by the system or an event in the area surrounding the system that either causes damage to or contamination of the system or threatens such damage or contamination. Or an event that requires a major portion of the water delivery capacity of the system be diverted and applied to the protection of persons or property against an event damaging or threatening damage to the health and welfare of persons or property served by the system.

SHORTAGE: Any circumstances resulting in the actual or reasonably expected demand for water exceeding the capacity for the system to deliver water to the users and maintain sufficient reserves for the public health and safety of persons and/or property served by the system

WATER SERVICE LINES: That portion of water line that connects the building or structure water to the city main.

10-2-4 ELIGIBLE SERVICE

- A. Eligible Properties as defined in section 10-1-5 of this title are eligible for new services. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of service as defined in section 10-1-6 of this title.
- B. Lands contiguous to the incorporated city limits shall first be annexed before water service is extended or expanded to those properties.
- C. Expansion of service includes upsizing of service line(s), extension of water mains, additional water lateral taps or connections for a parcel of land or the addition of a new building.
- D. Pursuant to section 10-1-6, the City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.

10-2-5 PROPERTY OF THE CITY; UNLAWFUL TO SELL

- A. In addition to those standards listed at 10-1-4, the City shall have exclusive ownership, management, and control of the City water system and shall have exclusive ownership, management, and control of the supply and distribution of water to the inhabitants of the City. The City may make such rules and regulations as are necessary for the complete management, control, distribution, and supply of water within and without the City.
- B. It shall be unlawful for users to resell or otherwise distribute city water.
- C. Connections from the main to the water meter are installed and maintained by the city and kept within its exclusive control.

10-2-6 PROPERTY OF THE CUSTOMER

- A. Water service lines as defined here from the meter to the structure, location, or building shall be the property and ownership of the customer.

10-2-7 REQUIRED TO CONNECT

- A. New houses, buildings, or properties within two hundred feet (200') shall connect to and use water from the public system.
- B. No building permit shall be issued until evidence is submitted that the owner has obtained a permit to construct a private water supply or connect to a public water system.
- C. New subdivisions within city limits shall be required to connect to the public water system for each lot within the subdivision.
- D. All existing houses, buildings, or properties served by a private water supply shall abandon the private water supply and connect to the public water system once public water becomes available within two hundred feet (200'). The disconnection of a private supply shall be inspected and approved by the City. Cross-connection is not permitted.
- E. Once connected to the City water system, it shall be unlawful to disconnect.

Notwithstanding the foregoing, the use of the city water as a primary source of irrigation in new development is prohibited, and use of irrigation water is required

10-2-8 AUTHORITY TO CHARGE RATES

- A. All Real Property Subject To Rates: All real property, with or without buildings, shall be subject to the water rates so long as a service pipe (i.e., hook-on) is in place. (Ord. 552, 11-17-2015)
- B. The City shall charge a rate as established on the official fee schedule and shall do so in accordance with the billing policy as adopted by resolution of the City.
- C. Water Meters: Water meters shall be used to determine water charges for all water customers, unless technical circumstances prohibit the use of them. In this event, a nonmetered flat rate shall be levied until such time as the technical issues are resolved.
- D. All water meters installed or accepted by the city shall remain the property of the city and may be removed or replaced by the city at any time.

10-2-9 MOVING WATER SERVICE FEE

- A. There shall be reasonable charge for time and materials for the moving of a water service after original installation is made on property.
- B. The applicant shall make an application, on a form provided by the city, to request movement of the water service. Should the move not be in the best interest of the city, the water superintendent shall be authorized to deny such movement of service and declare in writing the reasons for the denial.
- C. The city shall charge the customer who requests the change, all time and material as well as equipment used in the move.

10-2-10 BILLING RELIEF FOR WATER LEAKS

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

10-2-11 CITY NOT LIABLE FOR DAMAGES; RESPONSIBILITY FOR REPAIRS

- A. The City shall not be liable for damages caused by interruptions of water supply, scarcity of water, accidents to water works or mains, or during the time of alterations, additions or repairs or for any other unavoidable cause. Nothing herein is intended to create any private duty to any customer to create a private right of action against the city on account of any failure by the city or its officers, agents or employees to provide water service or comply with the provisions of this Chapter.
- B. All damage done to the city’s water system, such as breaking pipes, water meters, fire hydrants or any other equipment, shall be repaired or replaced by the city and charges for the same will be made to the person or persons incurring the damage.

10-2-12 RIGHT TO TURN OFF WATER

- A. The city may turn off water within the city water system as a whole, portion or single user when deemed necessary to maintain or repair the water system or when ordered to do so by the Mayor or City Council.
- B. Notification of water shut off may or may not come with much warning when in emergency. However, the City will notify as soon as possible when shutoffs occur and how long the anticipated shut off will last.

10-2-13 WASTE PROHIBITED, NO CONTAMINATION

- A. It shall be unlawful for any person to permit water to run or waste. All outlets must be kept closed except during the time which water is being drawn for necessary use. Letting the water run to prevent freezing in cold weather or to keep water cool in warm weather is unlawful and is prohibited unless such acts are required by the water department. The owner of any premises shall keep their faucets, closets and other fixtures, and his pipes to the curb line in good repair and free from leaks. (1959 Code § 3-1-6)
- B. No person shall contaminate or befoul any reservoir, stream or watershed, spring or other source from which the supply of water for the city is obtained, nor any pipe, fountain or any other device forming a part of the city water system. (1959 Code § 3-1-7)

10-2-14 INJURY TO WATER SYSTEM

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage or destroy, uncover, deface or tamper with any structure, appurtenance or equipment which is a part of the water system.
- B. Any authorized work that results in damage to the water system shall be repaired to the satisfaction of the superintendent or city engineer, with the cost being borne by the applicant or authorized person.

10-2-15 INSPECTION OF PREMISE

Upon such reasonable notice, inspection of service or customer lines shall be provided to authorized city personnel to all places supplied with water from the city water system. Failure to consent to a legitimate and reasonable request may provide reason for the city to turn off water.

10-2-16 APPLICATION FOR SERVICE

- A. Required: It shall be unlawful for any person to install, alter, expand or make any connection to any water main or service pipe through which water is supplied by the city to water consumers or to interfere or tamper in any manner with such mains or pipes or to use any water supplied by the city without first having made application to the city and paying the service fee as set forth on the adopted fee schedule.
- B. Contents Of Application: The applicant must state fully and truthfully all purposes for which water is to be used and must agree to conform to the rules and regulations as a condition for the use of water.

10-2-17 USE STATED

No person supplied with water from the city mains shall be entitled to use it for any purposes other than those stated in their application, or to supply it in any way to other persons or property. Should the owner

or occupant of any premises desire additional outlets or fixtures or desire to use water for a purpose not stated in the original application, a new application must be made, and a new permit obtained from the city.

10-2-18 ARRANGEMENT OF SERVICE LINES

- A. The service lines must be so arranged that the supply to each building, business, place or tract of land shall be controlled by a separate meter placed near the property line, unless a different arrangement is first authorized in writing by the city.
- B. Where water is already supplied through one service to several buildings, places or tracts, the city may, at its discretion, decline to furnish water until separate services are provided or continue the supply on condition that one person shall pay for all the same service.

10-2-19 BRANCH SERVICE

No service connection serving more than one customer shall be made, except with written permission granted by the city and only for good cause. Such permission may only be granted where common ownership of the multiple connections and billing is made to that owner, not individual tenants or other parties in possession of the property. If common ownership is terminated, then each connection must be separately connected.

10-2-20 CROSS CONNECTIONS PROHIBITED

- A. Cross connections between potable water systems and other systems or equipment containing water or other substances of unknown or questionable safety are prohibited except when and where, as approved by the authority having jurisdiction, suitable protection is installed, tested annually by a tester who is licensed in the state of Idaho and maintained to ensure proper operation on a continuing basis.
- B. Cross connections shall include, but are not limited to:
 - 1. Any physical connection between a potable water supply and any waste pipe, soil pipe, sewer, drain, or any unapproved source or system. Furthermore, it is any potable water supply outlet which is submerged or can be submerged in wastewater and/or any other source of contamination.
 - 2. Any other connection where the public water system is connected, directly or indirectly, to any other system which may be capable of imparting contamination to the public water system; or
 - 3. As provided in any state of Idaho regulations relating to public water systems.

10-2-21 BACKFLOW PREVENTION AND TESTING REQUIRED:

- A. **REQUIRED:** An appropriate and adequate backflow prevention assembly is required to be installed when the city determines that such an assembly is necessary due to the nature and the extent of the activity on the premises to prevent cross connection, or when required by state of Idaho regulations relating to public water systems. All backflow prevention assemblies shall be selected from sources deemed acceptable by the Idaho department of environmental quality.
- B. **TESTING REQUIREMENTS:**
 - 1. Each backflow prevention assembly shall be tested by a certified tester approved by the state of Idaho upon installation or repairs and after being moved and shall be inspected annually, or more often when successive inspections indicate failure, to ensure that it functions properly. The

tester shall attach a tag stating the tester's name and date of satisfactory test to the assembly.

2. The assembly owner shall provide the city of Bonners Ferry a copy of the test results.
- C. NEW SERVICE: For new connections, suitable protection must be installed, when necessary, prior to providing water service.
- D. INSPECTION: The water department superintendent, or his designated agent who is an employee of the city, shall have the right of entry with permission of the owner into any building during reasonable hours for the purpose of making inspection of the plumbing systems installed in such building or premises provided that with respect to the inspection of any single-family dwellings, consent to such inspection shall first be obtained from a person of suitable age and discretion therein or in control thereof.
- E. VIOLATIONS: Any account which fails to comply with the requirements of this section will be subject to shutoff, and a disconnect fee will be charged in the amount listed in the city of Bonners Ferry billing policy. If service is restored, a connect fee will be charged in the amount listed in the city of Bonners Ferry billing policy.
- F. COMPLIANCE: Water supply shall not be resumed until the cross connection or source of contamination is eliminated or a backflow prevention device has been installed in accordance with city standards. The customer shall be required to bring the water line into compliance with current city standards for service to re-initiated.

10-2-22 PUBLIC WATER SYSTEM CONSTRUCTION OR EXTENSION

In accordance with §10-1-16 and 10-1-17 of this title, all construction relating to extension or development of the city's water system shall comply with the standards therein.

10-2-23 FIRE HYDRANTS

- A. MAINTENANCE: All public fire hydrants shall be maintained by the Water Department and be kept accessible at all times. Members of the Police and Fire Departments shall also have access to such hydrants. No other person shall draw or attempt to draw any water from a fire hydrant unless the person has written permission by the city to do so.
- B. OPERATIONS: No person(s) other than those designated and authorized by the city shall open, attempt to draw, or tamper with a hydrant belonging to the city. Any violations of these regulations will be prosecuted according to law. No tool, other than special hydrant wrenches, shall be used to operate a hydrant valve. In cases where a temporary service has been granted and water received through a fire hydrant, an auxiliary external valve will be provided to control the flow of water.
- C. MOVING A FIRE HYDRANT: When a fire hydrant has been installed in a location specified by either the city or the property owner, the city has fulfilled its obligation. If an owner or other party desires to change the size, type or location of a hydrant, they shall bear all costs of such change. Any change in the location of a fire hydrant must be approved by the city and the city fire department.
- D. PERMISSION TO USE HYDRANT: No person, except a fire fighter in the performance of his or her duty, shall open or in any way tamper with any fire hydrant connected with the water system unless permission first be obtained from the City. No person shall place upon or about any water valve connected with the water system any material substance whatsoever which will prevent access at all times to such hydrant or valve and no vehicle shall be allowed to stand within fifteen feet (15')

of such hydrant. The use of private hose in time of or during an alarm of fire is unlawful and is strictly prohibited unless for protection of property. (1959 Code § 3-1-5; amd. 2003 Code).

10-2-24 VIOLATIONS, ENFORCEMENT, PENALTIES AND APPEALS

Violations, enforcement, penalties and appeals shall follow such requirements as provided for in Chapter 1 of this Title.

CHAPTER 3

SEWER DEPARTMENT

10-3-1 DEPARTMENT ESTABLISHED

A sewer department is hereby established. The officers and other employees shall consist of a superintendent and other such personnel as the council may from time to time deem necessary for the efficient administration of the same.

10-3-2 PURPOSE; GENERAL PROVISIONS

This ordinance sets forth uniform requirements for users of the publicly owned treatment works for the city of Bonners Ferry and enables the city to comply with all applicable state and federal laws and the general pretreatment regulations. The objectives of this ordinance are:

- To prevent the introduction of pollutants into the publicly owned treatment works that will interfere with its operation.
- To protect both publicly owned treatment works personnel who may be affected by wastewater and sludge in the course of their employment and the general public.
- To enable the city to comply with its national pollutant discharge elimination system permit conditions, sludge use and disposal requirements, and any other federal or state laws to which the publicly owned treatment works is subject.

10-3-3 APPLICABILITY/ PUBLIC HEALTH STATEMENT

- A. **APPLICABILITY:** This ordinance shall apply to all users of the publicly owned treatment works. This ordinance authorizes the issuance of individual wastewater discharge permits; providing for individual agreements for those existing users who are not within the city incorporated limits; provides for monitoring, compliance, and enforcement activities; establishes administrative review procedures; and requires user reporting.
- B. **PUBLIC HEALTH STATEMENT:** It is hereby determined and declared to be necessary and conducive to and for the protection of the health, safety and welfare of the public and inhabitants of the city, and for the purpose of controlling the use and connection to and for providing an equitable distribution of the costs and expenses of maintenance, operation, upkeep, and repair of the entire sewerage system which includes the sewer collection system and sewage disposal facilities of said city, to charge and collect service charges or fees upon all lots, lands, property and premises served or benefited by the sewerage system of the city, which system and facilities consist generally of pipelines, conduits, catch basins, manholes, clean outs, sewer mains, intercepting sewer, outfall sewers, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts; to provide for industry cost recovery from all industrial users and to provide for the control, use and administration of the installation of private sewage disposal systems where a public sanitary sewer is not available. The public facility does not include the portion of sewer connecting a building to the sewer main, otherwise known as the lateral sewer line.

10-3-4 DEFINITIONS:

All appropriate and applicable definitions as provided for in chapter 1 of this title are included in addition to the following terms and meanings. As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

~~CITY: The city of Bonners Ferry, Boundary County, Idaho or its authorized or designated agent, representative or deputy.~~

~~ENGINEER: The engineer appointed by and acting for the council and shall be an Idaho registered civil engineer.~~

EDU: Equivalent dwelling unit. EDU will be the minimum unit assignment to any customer in any class. One (1) EDU is defined as 4,500 gallons of water use.

LATERAL SEWER LINE: The portion of a sewer connecting a building sewer to the sewer main.

PRIVY: An outdoor toilet located in a small shed outside a house or other building; an outhouse.

POTW: Publicly Owned Treatment Works

~~SHALL: Shall is mandatory. "May" is permissive.~~

~~SERVICE AREA: The city services area is the incorporated boundaries of the city of Bonners Ferry.~~

SEWAGE: A combination of water carried waste from residences, business buildings, institutions and industrial establishments which contains polluted matter subject to pre-treatment or treatment.

SEWAGE TREATMENT PLANT: Any arrangement of ponds, devices, and structures used for treating sewage.

SLUGE- any discharge of water, sewage, or industrial waste which in concentration of any given constituent or in quantity of flow exceeds for any period of duration longer than fifteen (15) minutes, more than five (5) times the average twenty-four (24) hour concentration or flows during normal operation.

~~SUPERINTENDENT: City Water & Sewer Superintendent.~~

STORM SEWER OR STORM DRAIN: A sewer which carries storm and surface or ground waters and drainage but excludes sewage and polluted wastes.

10-3-4 ELIGIBLE SERVICE

- A. Eligible Properties as defined in section 10-1-5 of this title are eligible for new services. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of service as defined in section 10-1-6 of this title.
- B. Lands contiguous to the incorporated city limits shall first be annexed before sewer service is extended or expanded to those properties.
- C. Expansion of service includes upsizing of service line(s), extension of water mains, additional sewer lateral taps or connections for a parcel of land or the addition of a new building.

D. Pursuant to section 10-1-6, the City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.

- ~~A. ELIGIBLE PROPERTIES: Only those properties located within the city's service area shall be eligible for new sewer service connections by the city sewer department. Existing services located outside of the city's service area shall be allowed to continue, provided they do not require an expansion of capacity.~~
- ~~B. SERVICE AREA: The city services area is the incorporated boundaries of the city of Bonners Ferry.~~
- ~~C. LANDS CONTIGUOUS TO SERVICE AREA: Lands contiguous to the incorporated city limits shall first be annexed before sewer service is provided or extended to those properties.~~
- ~~D. EXPANSION OF SERVICE: Expansion of service includes upsizing of service line(s), extensions of sewer mains, additional sewer lateral connections for a parcel of land or building or adding new connection to building(s). The City Administrator and/or City Engineer shall have final decision over whether a circumstance qualifies as an expansion of service.~~

10-3-5 PROPERTY OF THE CITY

- A. All public sewer mains, pipelines, conduits, catch basins, manholes, clean outs, sewer interceptors and sewer outfalls, lift stations, pumps, structures, mechanical equipment and facilities for the treatment and disposal of sewerage or sewage byproducts located in any street, alley or easement in the city shall belong to the city.
- B. Lateral sewer lines, as defined herein, even within the public right-of-way, shall not be owned or maintained by the city and shall be owned and maintained by the property owner served by the line, including maintenance of the main service tap.

10-3-6 INJURY TO SEWERAGE SYSTEM

- A. No unauthorized person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the sewerage system.
- B. Any authorized work that results in damage to the public sewer shall be repaired to the satisfaction of the superintendent or city engineer, with the cost being borne by the applicant or authorized person.

10-3-7 REQUIRED USE OF SEWERS

- A. CONNECTION REQUIRED: The owner or occupant of any house, building or property used for residential, commercial, industrial, governmental or recreational use, or other purpose, situated within the City which is abutting on or having a permanent right of access to any street, alley or right of way in which there is located a public sewer of said City, is hereby required to cease using any other method of disposing of sewage, waste or polluted water, at the owners expense, connect such building directly with the public sewer in accordance with the provisions of this Chapter. The owner or occupant shall complete this within thirty (30) days after date of official notice from the City; provided that said sewer is within two hundred feet (200') of any property line to be served or common property line in a multiple building development.

- B. **NEW SUBDIVISIONS:** The developer of any new subdivision, at their expense, shall construct the necessary extensions of the public sewer system to provide public sewer facilities to each lot in the subdivision and where multiple buildings are anticipated on a future lot, the developer shall make sewer available to each building where warranted. These extensions of City’s sewer system may include, but not be limited to, the installation of mains, manholes, lift stations, and other facilities for the treatment and disposal of sewerage or sewage byproducts.
- C. **UNLAWFUL TO DEPOSIT:** It shall be unlawful for any person to place or deposit in any unsanitary manner on public or private property within the City, or in any area under the jurisdiction of said City, any human or animal excrement, garbage or other objectionable waste as described in section 10-3-8 of this chapter.
- D. **PRIVIES, SEPTIC TANKS OR CESSPOOLS PROHIBITED:** Except as hereinafter provided, it shall be unlawful to construct or maintain any privy, privy vault, septic tank, cesspool or other facilities intended or used for the disposal of sewage.
- E. **PERMIT REQUIRED:** No unauthorized person shall uncover, make any connection with or opening into, use alter, or disturb any public sewer or appurtenances or perform any work on any lateral or building sewer without first obtaining a written permit from the city as provided for at section 10-3-14 of this chapter.
- F. **ADJACENT PUBLIC SEWER FOR EACH LOT:** It shall be the position of the city that each lot be adjacent to a public sewer main. Where such a main does not exist at the time of plat or development, the landowner, property owner or developer may extend a public sewer main in accordance with applicable sections of this chapter. The City shall avoid approval of lateral sewer lines which cross private property through private easement, where practical.
- G. **PUBLIC SEWER LOCATED IN PUBLIC RIGHT OF WAY:** It shall be the position of the city that any new public sewer system, identified as property of the city, be located, sited, placed, constructed and/or installed within a publicly owned right-of-way. Newly planned public sewer mains placed in private easements or on private property should not be allowed. Where a public sewer main is located within a private easement, the easement shall be no less than 30-feet in width and provide the city with unencumbered public access to the facility to access, maintain, construction or repair the line. Any obstructions placed in said easement may be removed and not replaced by the city should access be required to maintain or operate the system.

10-3-8 USE RESTRICTIONS; PROHIBITED DISCHARGES

The use of the public sewers of the City shall be in accordance with the following regulations:

- A. No person shall discharge or cause to be discharged from any connection any storm water, surface water, ground water, roof runoff, subsurface drainage, cooling water or industrial process waters to any sanitary sewer.
- B. Storm water and all other drainage shall only be discharged to storm sewers specifically designated for that purpose, or to a natural outlet approved by the City.
- C. No person shall discharge or cause to be discharged any of the following described waters or wastes, or substances to any public sewers:
 1. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.
 2. Septic tank effluent.
 3. Any waters or wastes containing toxic or poisonous solids, liquids or gases in sufficient quantity, either singly or by interaction with other wastes, to injure or

interfere with any sewage treatment process, constitute a hazard to humans or animals, create a public nuisance or create any hazard in the receiving waters of the sewage treatment plant, including, but not limited to, cyanides in the wastes as discharged to the public sewer.

4. Solid or viscous substances in quantities or of such size capable of causing obstruction to the flow of sewers, or other interference with the proper operation of the sewage works such as, but not limited to, ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, unground garbage, whole blood, paunch manure, hair and fleshings, entrails and paper dishes, cups, milk containers, etc., either whole or ground by garbage grinders.
5. Any liquid or vapor having a temperature higher than one hundred fifty degrees (150°) Fahrenheit, (65° centigrade).
6. Any water or waste containing fats, wax, grease or oil, whether emulsified or not, in excess of one hundred (100) mg/l or containing substances which may solidify or become viscous at temperatures between 32° and 150° Fahrenheit, (0° and 65° centigrade).
7. Any garbage that has not been properly shredded.
8. Any waters or wastes containing strong acid iron pickling wastes or concentrated plating solutions whether neutralized or not.
9. Any waters or wastes containing iron, chromium, copper, zinc and similar objectionable or toxic substances; or wastes exerting any excessive chlorine requirement to such degree that any such material received in the composite sewage at the sewage treatment works exceeds the limits established by the City for such materials.
10. Any waters or wastes containing phenols or other taste or odor producing substances in such concentrations exceeding limits which may be established by the City as necessary, after treatment of the composite sewage, to meet the requirements of the State, Federal or other public agencies of jurisdiction for such discharge to the receiving waters.
11. Any radioactive wastes or isotopes of such half-life or concentration as may exceed limits established by the City in compliance with applicable State or Federal regulations.
12. Any waters or wastes having a pH less than 6.5 or higher than 9.0 or having any corrosive property capable of causing damage or hazard to sewer structures, equipment, personnel, or adversely affecting any sewer treatment process.
13. Materials which exert or cause:
 - a. Unusual concentrations of inert suspended solids (such as, but not limited to, Fullers earth, lime slurries and lime residues) or of dissolved solids (such as, but not limited to, sodium chloride and sodium sulphate).
 - b. Excessive discoloration (such as, but not limited to, dye wastes and vegetable tanning solutions).
 - c. Unusual biological oxygen demand (BOD), chemical oxygen demand (COD) or chlorine requirements in such quantities as to constitute a significant load on the sewage treatment works.

d. Unusual volume of flow or concentration of wastes constituting “slugs” as defined herein.

14. Waters or wastes containing substances which are not amenable to treatment or reduction by the sewage treatment processes employed or are amenable to treatment only to such degree that the sewage treatment plant effluent cannot meet the requirements of other agencies having jurisdiction over discharge to the receiving waters.

15. Waters or wastes if it appears likely in the opinion of the City that such wastes can harm either the sewers, sewage treatment process or equipment, have an adverse effect on the receiving stream or can otherwise endanger life, limb, public property or constitute a nuisance.

D. If any waters or wastes are discharged, or are proposed to be discharged to the public sewers, which waters contain the substances or possess the characteristics enumerated in Section 10-3-8C of this Chapter, and which in the judgment of the City, may have a harmful effect upon the sewage works, processes, equipment or receiving waters, or which otherwise create a hazard to life or constitute a public nuisance, the City may:

1. Reject the waste.
2. Require pretreatment to an acceptable condition for discharge to the public sewers in accordance with section 10-3-9 of this chapter.
3. Require control over the quantities and rates of discharge.
4. Require plans and specification for any pretreatment system proposed.
5. Require that owner/discharger enter into agreement with City with respect to installation, operation, and maintenance of any pretreatment system.
6. Charge the discharger for the actual cost of the additional operation and maintenance costs borne by the City, that may include the costs of the City hiring a third party to remove the waste material discharged.

In forming its opinion as to the acceptability of wastes, the City will consider such factors as the quantities of subject wastes in relation to flows and velocities in the sewers, materials of construction of the sewers, nature of the sewage treatment process, capacity of the sewage treatment plant, degree of treatability of wastes in the sewage treatment plant, and other pertinent factors.

E. When required by the City, the owner of any property serviced by sewer carrying industrial waste shall install a suitable control manhole together with such necessary meters and other appurtenances in the building sewer to facilitate observation, sampling, and measurement of the wastes. Such manhole, when required, shall be accessibly and safely located, and shall be constructed in accordance with plans approved by the City. The manhole shall be installed by the owner at their expense and shall be maintained by them to be safe and accessible at all times.

F. All measurements, tests and analyses of the characteristics of waters and wastes to which reference is made in this Chapter shall be determined in accordance with the latest edition of “Standard Methods for the Examination of Water and Wastewater”, published by American Public Health Association, or by applicable EPA testing methods, and shall be determined at the control manhole provided or upon suitable samples taken at said manhole. In the event that no special manhole has been required, the control manhole shall be considered to be the nearest downstream manhole in the public sewer to the point at which the building sewer is

connected. Sampling shall be carried out by customarily accepted methods to reflect the effect of constituents upon the sewage works and to determine the existence of hazards to life, limb, and property.

- G. No statement contained in this Chapter shall be construed as preventing any special agreement or arrangement between the City and any industrial concern whereby an industrial waste of unusual strength or character may be accepted by the City for treatment, subject to payment therefor, by the industrial concern.
- H. Any property owner or sewer user violating the provisions of this Section shall, upon notice by the City, immediately install such pre-treatment as provided for in section 10-3-9 of this title.

10-3-9 DEVELOPMENT OF ON SITE PRE-TREATMENT SYSTEMS AND PLANS

- A. **PRE-TREATMENT REQUIRED:** The city may require that pre-treatment and/or interceptor be installed where in the opinion of the City, they are necessary for the proper handling of liquid wastes containing oils, grease, sand, dirt, grit, rags, clothing, or any flammable wastes, or other constituents that may inhibit the flow, pumping, or treatment of waste streams.
- B. **PLAN REQUIRED:** A plan shall be submitted to address how the property or business will remove fats, oils, greases, sediment or other harmful discharge and maintenance frequency of the installed removal devices and structures.
- C. **PLAN REQUIREMENTS:** The property owner, business owner or other presiding officer or a business, shall provide a written plan showing the actual location of any pretreatment devices and include the following minimum requirements. Prior to installation occurring, the plan shall be submitted to the City and approved by the City Sewer Superintendent and/or the City Engineer.

The plan shall include at a minimum the following:

- 1. Section and plan views of proposed treatment system that accurately shows the details of the system.
 - 2. Pretreatment Type.
 - 3. Frequency of cleaning and required maintenance.
 - 4. Other pertinent items as deemed necessary.
 - 5. Where pretreatment or flow-equalizing facilities are provided for any waters or wastes, or substances. Pretreatment or flow equalizing facilities shall be maintained continuously in satisfactory and effective operation by the owner at their expense.
- D. **INSPECTION REQUIRED:** All interceptors shall be of a type and capacity approved by the City and shall be located readily and easily accessible for cleaning and inspection. These interceptors shall be adequately maintained and are subject to periodic inspection by the City. Any new interceptors installed shall be only done so in accordance and approval by the City.

10-3-10 PUBLIC SEWER SYSTEM CONSTRUCTION OR EXTENSION

In accordance with §10-1-16 and 10-1-17 of this title, all construction relating to extension or development of the city's water system shall comply with the standards therein.

10-3-10 — PUBLIC SEWER SYSTEM CONSTRUCTION OR EXTENSION

- A. ~~LICENSED CONTRACTORS:~~ Only Idaho Public Works licensed contractors shall be authorized to perform the work of public sewer construction within the city. The contractor must also be licensed at the appropriate level based on construction cost and Idaho Statute requirements. All terms and conditions of the approval issued by the city to the applicant shall be binding on the contractor.
- B. ~~PERMISSION TO EXTEND:~~ The mayor and council may authorize the construction or extension of the public sewer in accordance with this Chapter. No person shall construct, reconstruct, extend, or connect to any public sewer without first obtaining written approval from the city and paying all fees and connection charges and furnishing bonds as required therein. Any person or entity constructing within the city's rights-of-way shall first obtain a right-of-way permit from the city.
- C. ~~ADOPTED SEWER DESIGN STANDARDS:~~ Staff shall require compliance with any specific sewer standards as adopted from time to time by resolution of the city council.
- D. ~~CONSTRUCTION AGREEMENT:~~ The city council may enter into development and construction agreements with the landowner, developer and/or installer to ensure the public system is protected overall.

10-3-11 — APPLICATION FOR SEWER CONSTRUCTION AND/OR EXTENSION

- A. ~~APPLICATION REQUIRED:~~ An application with completed construction plans showing profiles and specifications, complying with all applicable ordinances, rules and standards, showing all details of the proposed work based on an accurate survey of the ground prepared by an Idaho registered civil engineer shall be submitted to the city for review.
- B. ~~PLAN APPROVAL:~~ The application, together with the plans, profiles and specifications shall be examined by the city engineer who shall approve them as filed or require them to be modified as they deem necessary for proper installation.
- C. ~~DEQ SUBMISSION AND APPROVAL:~~ Once plans and specifications are approved by the City Engineer, the applicant must then submit the plans and specifications to the Idaho Department of Environmental Quality (IDEQ) for approval.
- D. ~~ISSUANCE TO CONSTRUCT:~~ When the City Engineer and DEQ is satisfied that the proposed work is proper and the plans, profiles and specifications are sufficient and correct, he/she shall order the issuance of a permit predicated upon the payment of all connection charges and fees, and furnishing bonds as required by the city. The permit shall prescribe such terms and conditions as the council finds necessary in the public interest.

10-3-12 — CONSTRUCTION DESIGN STANDARDS

In addition to any adopted standards, the following construction standards are required for any project that involves sewer extension, construction, alterations or otherwise changing the conveyance system within the city sewer utility.

- A. ~~GRADE STAKES:~~ Grade and line stakes shall be set by an Idaho registered civil engineer or land surveyor prior to the start of any work on public sewer construction. The contractor shall be responsible for accurately transferring grades to grade bars and sewer inverts.
- B. ~~COMPLIANCE WITH REGULATIONS:~~ Any person constructing a sewer within a street shall comply with all state and city laws, ordinances, rules and regulations pertaining to the cutting of

~~pavement, opening, barricading, lighting and protecting of trenches, backfilling and repaving thereof and shall obtain all permits and pay fees required by the department having jurisdiction.~~

~~C. MODIFICATION OF STANDARDS BY CITY ENGINEER:~~

- ~~1. Plans and specifications for any new sewer shall conform to IDEQ's Wastewater rules. The Engineer may permit modifications or may require higher standards where unusual conditions are encountered.~~
- ~~2. As-Built plans are required to be submitted to the city. No less than two (2) sets of As-Built drawings showing the actual location of all mains extensions, wyes and laterals shall be filed with the city before final acceptance of the work is completed.~~

~~D. SEWER LIFT STATIONS: In areas and subdivisions where elevations do not allow for gravity flow to adjacent city sewer collection systems, sewer lift stations will be required to deliver waste to the city system. Required sewer lift stations must be constructed to the city sewer standards and policies as adopted or amended from time to time.~~

~~E. EXCAVATIONS~~

- ~~1. Safety Devices: The applicant or contractor shall maintain such barriers, lights and signs as are necessary to always give warning to the public that a sewer line is under construction and of each dangerous conditions to be encountered as a result thereof. They shall also likewise protect the public in the use of the sidewalk against any such conditions in connection with the construction of the sewer.~~
- ~~2. Restorage of the Excavated Area: Streets, sidewalks, pathways, and other property disturbed in the course of the work shall be reinstalled in a manner satisfactory to the city.~~

~~F. TESTING OF COMPLETED SEWER LINE: Before any acceptance of any sewer line by the city and prior to the admission of any sewer into the city system, the sewer line shall be tested and shall be completed in full compliance with all city and state regulations and to the satisfaction of the City Engineer.~~

10-3-11 SEWER LINES IN PLATTED SUBDIVISION:

- A. All sewer lines shall be installed and accepted by the city or bonded in accordance with adopted or approved practices by the city before any final subdivision plat is accepted by the council. The final subdivision map shall provide for the dedication for public use of streets, easements, or rights of way in which public sewer lines are located.
- B. Easements Or Rights Of Way: In the event that an easement is required for the extension of the public sewer or the making of connections, the applicant shall procure and have accepted by the council a proper easement or grant of right of way sufficient in law to allow the laying and maintenance of such extension or connection.

10-3-12 BUILDING SEWER AND LATERAL CONNECTIONS

- A. Building sewers shall be maintained by the owner of the property served thereby.
- B. Permit To Tap Sewer Main: No person shall construct a lateral sewer or make a connection with any public sewer without first obtaining a written permit from the city and paying all fees and connection charges.
- C. Separate Lateral Sewers Required: No two (2) adjacent buildings, on separate parcels shall be permitted to join in the use of the same lateral sewer line. Every commercial building or industrial facility must be separately connected with a public sewer if such public sewer exists in the street

upon which the property abuts or in an easement which will serve said property. Individual sewer laterals shall not be connected to sewer pressure mains.

- D. Construction Requirements And Specifications: Construction of building sewers and lateral sewers shall be in accordance with any standards and policies of the city as adopted by City Council, and also in conformance with the Uniform Plumbing Code as adopted by the Idaho Division of Building Safety.
- E. Individual Sewer Lift Stations: In all buildings in which any sewer is too low to permit gravity flow to the public sewer, sanitary sewage carried by such building sewer shall be lifted by individual sewer lift pump. Sewer lifts shall only be allowed where lift systems pump into a gravity main and will not cause damage to adjacent properties or the public system. All sewer lift stations shall be approved by the sewer superintendent, in coordination with the city engineer.
- F. Damage to system: Any damage to the public sewer as a result to connection, shall be repaired by the applicant or landowner, to the satisfaction of the city engineer and/or superintendent, with the cost borne by the applicant.
- G. Lateral connection to Main: All lateral sewer connections shall follow the following standards when installing or connecting to a city sewer main.
 - 1. Safety Devices: All excavations for a sewer service lateral installation shall be adequately guarded with barricades or lights to protect the public from hazard.
 - 2. Restoration Of Excavated Area: Streets, sidewalks, parkways, and other property disturbed in the course of the work shall be restored in a manner satisfactory to the city and the county or any other person having jurisdiction thereover.
 - 3. All excavations within City rights-of-way require a city encroachment permit.

10-3-13 SEWER RATES AND FEES

- A. SEWER CONNECTION AND PERMIT APPLICATION FEES
 - 1. A capitalization fee is required to be paid for each sewer tap, the fee is set forth on the official fee schedule of the city. The fee shall be paid to the city at the time the application is filed along with any other fees as set forth in the official fee schedule.
 - 2. A permit fee, as established on the official fee schedule, shall be paid to the city at the time the application is filed.
 - 3. A separate and independent city sewer service connection fee shall be paid for each connection or sewer tap.
- B. SEWER USER RATES: Sewer service charges are set forth by Council for each connection to the city sanitary sewage system based upon quantity flow of sewage into the system which shall provide revenue sufficient to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.
- C. ANNUAL REVIEW OF CHARGES- SEWER SURVEY: The City Council shall annually review user charges and revise the same to reflect the actual treatment works operation and maintenance costs which shall provide revenue sufficient to pay the operation and maintenance, to repay bonded indebtedness and provide for the reserve fund for said system.
- D. BILLING FOR SERVICE: The City shall bill for sewer service in accordance with the City's billing policy as adopted by Council.
- E. REAL PROPERTY SUBJECT TO RATES: All real property, with or without buildings, shall be subject to sewer rates, so long as a service pipe or capitalization rate has been established on the property.

10-3-14 ANNUAL REVIEW / SEWER STUDY

- A. AUTHORITY: The city shall have authority to perform a yearly analysis of its sewer usage and appropriately charge customers their proportionate share on the system. In doing so, the city shall establish a number of equivalent dwelling units (EDU's) assigned to each sewer customer, so that a billing rate can be multiplied by the EDU's to derive the total monthly charge for each customer.

The city shall also have authority to establish a volumetric water usage value for non-residential customers, that is delivered to the City's wastewater treatment plant, outside of typical irrigation months.

- B. EDU COUNT: One (1) EDU shall be the minimum unit assignment to any customer in any class. Monthly sewer EDU's will be assigned as described below for each customer class listed. One (1) EDU is defined as 4,500 gallons of water use (Ordinance 545, 12/16/2014).

C. EDU ASSIGNMENT:

1. Residential: Includes all single-family, duplex and multifamily residential structures. These assignments will be charged one (1) EDU per dwelling unit. Accessory dwelling units are considered separate dwelling units for the purposes of this chapter.
2. Commercial and Other: Including all other units not considered residential, duplex or multifamily, such as, motels, hotels, and all other commercial establishments. EDU's for these entities will be based on water usage as described in section D of this chapter. Businesses that contain residential structures or units shall be considered commercial for the purposes of this chapter.

- D. EDU ESTABLISHMENT: All customers listed in subsection C(2) of this section shall be charged based the following EDU's method:

1. Based on the average water volume used within the months of November, December, January and February. The exact dates for usage for these months vary slightly, based on billing cycles and timing of meters reads.
2. The average water use in gallons will be divided by 4,500, which is the number of gallons used to define one EDU, as shown in the following equation:

$$EDU's = \frac{\text{Average Water Use}}{4,500 \text{ Gallons}}$$

3. The resulting EDU number as formulated in subsection D(2) of this section shall be used for sewer billings beginning in the month of May and will continue until the end of April of the following year.

E. WATER LEAKS

1. If high water usage occurs during the months of November, December, January and February and is determined by the City to be caused by a leak that may or may not have entered the sewer system, the City may adjust the EDU value established for those customers whose rates are based on water volume, if the leak is repaired prior to the next cycle in which the sewer study is conducted.
 - a. If the City is unable to assign a base line EDU value because of a leak in the EDU establishment period (Nov-Feb) the City may look at data from other non-irrigation months to establish the customer's EDU number.
2. If high water usage occurs is not corrected prior to the survey study being completed, the city may cause EDU values to be established for those customers whose rates are based on

volume to be in effect for the entirety of the survey period, per subsection D(3) of this section.

3. Residential: Any residential customer which a water leak occurs and is determined by the City to enter the sewer system, shall be charged based on the number of EDU's calculated on water usage during the period that the leak occurs and continues. That shall remain in effect for the rate period established with subsection D(3) of this section.

- F. CUSTOMER ASSIGNMENT: The city reserves the right to determine the type of customer receiving sanitary service and to classify the type of customer within the foregoing categories. In the event of a dispute relative to the type of customer receiving sewer service and accordingly the applicable sewer rate, the city's determination as to the type of customer shall be binding upon the customer in the absence of apparent error. A customer disputing the classification shall have the right to appeal the determination of the city by making a written request to the city council for a redetermination, the determination of the city council shall be likewise binding on the customer in the absence of apparent error.

- G. GREVIANCES: Any customer aggrieved by a decision made by City staff is entitled to an appeal pursuant to section 10-1-22 of this chapter. Any customer who does not timely file for appeal pursuant to this chapter shall cause the decision to be final.

10-3-15 UNABLE TO SERVE PUBLIC SEWER

Where a public sanitary sewer is not available under the provisions of this chapter, the building sewer shall be connected to a private sewer disposal system complying with the provisions of this chapter.

- A. The type, capacities, location, and layout of a private sewage disposal system shall comply with all the rules and regulations and recommendations of the Idaho Panhandle Health District. No septic tank or cesspool shall be permitted to discharge to any natural outlet.
- B. At such time as a public sewer becomes available to property served by a private sewage disposal system, a direct connection shall be made to the public sewer in compliance with this chapter and any septic tank, cesspool or similar private sewage disposal facilities shall be abandoned and filled with suitable material. The cost for connecting to the City's sewer system will be borne by the owner of the property being connected.
- C. The owners shall operate and maintain the private sewage disposal facility in a sanitary manner at all times and at no expense to the city.
- D. Septic tank pumping shall not be deposited in any manhole, cleanout or sewer opening.
- E. No statement contained in this section shall be construed to interfere with any additional requirements that may be imposed by the department of health and welfare of the state.

10-3-16 VIOLATIONS, ENFORCEMENT, PENALTIES AND APPEALS

Violations, enforcement, penalties and appeals shall follow such requirements as provided for in Chapter 1 of this Title.

~~10-3-16~~ — ENFORCEMENT

The city may take all measures as seen fit to ensure the public system is protected from violations of this chapter.

- ~~A. Notification Of Violation: Whenever the City finds that any discharger has violated the prohibitions of this chapter, the City may cause to be served upon such discharger a written notice (either personally or by certified or registered mail, return receipt requested) stating the nature of the alleged violation. Within fifteen (15) days of the date of receipt of the notice, the discharger shall respond personally or in writing or by certified or registered mail, return receipt requested, to the City, advising of its position with respect to the allegations.~~
- ~~B. Plan For Correction Of Violations: Thereafter, the discharger shall be given the opportunity to meet with a representative of the City to ascertain the veracity of the allegations and establish a plan for the satisfactory correction of the violations and preclusion of a recurrence thereof.~~

~~10-3-17~~ — PENALTIES

- ~~A. Any person found to be violating any provision of this chapter shall be served by the city with written notice stating the nature of the violation and provided a reasonable time limit, but in any event not to exceed ninety (90) days, for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.~~
- ~~B. The city shall have the authority to issue warnings and invoke administrative sanctions as deemed proper by the superintendent or agent for the city.~~
- ~~C. Any person violating any of the provisions of this chapter shall become liable to the city for any expense, loss or damage caused by the city by reason of such violation.~~

~~10-3-18~~ — APPEALS/MEDIATION

- ~~A. APPEALS AND REVIEW: Any person aggrieved by a ruling of City, respecting the interpretation of this act or any officer, department of the city concerning the interpretation of this act may take an appeal to the council in the following manner:
 - ~~1. Such appellant shall, within fifteen (15) days after staff makes the decision, file a written notice with the city clerk, together with a filing fee as hereinafter required. The city clerk shall forthwith transmit to the council all papers constituting the record upon which this action was taken.~~
 - ~~2. The council, upon receipt of any notice of appeal, shall fix a reasonable time for the hearing of the appeal.~~
 - ~~3. The council shall hear and decide the appeal within a reasonable time but in no event more than forty five (45) days after its final adjournment of the hearing. At the hearing, parties in interest may appear in person or by agent or attorney and testify and offer evidence and material relevant to the issue.~~
 - ~~4. The council may reverse or affirm, in whole or in part, or may modify the order, requirement, decision or determination as, in its opinion, ought to have been made on the premises.~~~~

CHAPTER 4

WATER SHORTAGE

10-4-1: WATER SHORTAGE POLICY:

Purpose: The council finds that it is essential for the health and safety of the public and property that the integrity of the water system be protected to maintain its continued availability to deliver water as necessary to protect the health and safety of the persons and property within the service area to establish procedures, authority, and criteria to allocate restricted or limited water supplies in times of emergency or shortage.

In the exercise of this authority, it shall be recognized that protecting the integrity of the system from damage or destruction is of primary importance to enable the city to continue, with minimal disruption, the delivery of water to the users as is necessary for the protection of the health and public safety of the persons or property within the city and served by the system.

10-4-2: AUTHORITY

- A. The mayor and council do, therefore, by the enactment hereof, establish an official policy for:
 - 1. The protection of the water system from damage in times of emergency.
 - 2. For the redirecting of the system's resources to the highest priority use in times of emergency.
 - 3. For the establishment of priority uses in times when the demand for water service exceeds the capacity of the system to deliver water to the users served by the system; and
 - 4. To grant authority to the mayor or, if unavailable, the president of the council, to establish an orderly system to ration or limit the delivery of water to users in the event of emergency or inability of the system to supply the expected demand for water.

10-4-3 POWERS OF SUPERINTENDENT AND/OR CITY ADMINISTRATOR:

- A. In circumstances of emergency, the superintendent of water and sewer and/or city administrator may, without prior notice, immediately take such action as is necessary to:
 - 1. Protect the system from further damage or harm; and/or
 - 2. Prevent the system from causing damage or harm to persons or property; and/or
 - 3. Limit and direct the system's capacity to deliver water both in sufficient quantity and at sufficient pressure to any portion of the system as they deem necessary to protect persons or property from events threatening their health and safety.
- B. Shutoff Without Notice: This authority shall include the authority to summarily, without prior notice, shut off service to all or any portion of the system or any user without prior notice as they shall deem necessary or redirect the capacity of the system to deliver water to avoid or minimize the anticipated or occurring damage or hazard to the system and/or persons or property in the service area.
- C. Report To Mayor And Council: The person exercising this emergency authorization shall, as promptly as reasonably possible, report these events and the action taken to the mayor or

president of the council, who shall report such to the council at the next regular or special meeting of the council.

10-4-4: PROCEDURE IN EVENT OF SHORTAGE OR ANTICIPATED SHORTAGE:

- A. Establish System For Rationing: In the event of a shortage or anticipated shortage of water, the superintendent of water and sewer and/or city administrator shall report the shortage or anticipated shortage to the mayor, or if he be unavailable, the president of the council, who is empowered to establish a system of rationing or limiting the delivery of water to the users.
- B. Use Priorities: In establishing such system of rationing, priority shall be given to the use of water for the following purposes stated in order of descending priority:
 - 1. Sufficient reserves for emergency use and emergency facility, i.e., firefighting, fire stations, hospitals, nursing homes, etc.
 - 2. Residential inside building use and residential outside potable and sanitary uses.
 - 3. Commercial inside building use and commercial outside for potable and sanitary uses.
 - 4. Industrial inside building use and industrial outside potable and sanitary use.
 - 5. Commercial outside non-potable and non-sanitary uses.
 - 6. Residential outside non-potable and non-sanitary use.
 - 7. Industrial outside non-potable and non-sanitary uses.

The system of rationing may either restrict or limit lower priority uses in favor of higher priority uses or rationing may be applied to more than one class of users to permit continued but reduced usage by several levels of priority uses. Any rationing system may provide that a class of use may be restricted to use on certain days of the week, times of the day, or quantities of water as may be determined to be fair and equitable and in consideration of the use priorities herein established.

10-4-5: CLASSES OF SERVICE:

Because of the potential for larger diameter service connections to draw a disproportionate quantity of water from the system, each diameter size of service connection shall constitute a separate class of service connection and the larger service connection may be shut off or otherwise restricted to limit or stop the flow of water to ensure adequate quantity and pressure is maintained to users with smaller diameter connections applying the water to uses of an equal or higher priority.

10-4-6: NOTICE OF SYSTEM LIMITATIONS:

Notice of the system for limitation or rationing of service shall be given as follows:

- A. Oral, Written Notice: If the restriction affects less than twelve (12) service connections, oral notice shall be followed by written notice hand delivered or mailed to the person or organization shown by the city's billing records as responsible for payment for the service within forty-eight (48) hours.
- B. Publication Of Notice: Restrictions applicable to more than twelve (12) users or if twelve (12) or less users and when actual notice is not practical, shall be published in the following manner:
 - 1. Radio: Notice given not less than twice per day for not less than one week on the commercial radio station operated in Boundary County, Idaho; and
 - 2. Publication: Publication in the official newspaper once a week for three (3) consecutive weeks; and

3. Posting: Posting in a public location at the Bonners Ferry city hall. No posting or notice shall be required to continue beyond the termination of the rationing.

10-4-7: COUNCIL ACTION:

- A. The mayor or president of the council establishing a system to allocate water in times of shortage shall report such action to the council at its next special or regular meeting. After considering the facts, the council shall, by resolution, take action either:
 1. Terminating the rationing system, or,
 2. Continue the rationing system as established, or
 3. Continue the rationing system with modification to the policy as established by the mayor or president of the city council.
- B. Failure of the council to take such action shall result in automatic termination of the policy of rationing. A modification or termination by vote or inaction of the council shall not bar the mayor or president of the council, upon a finding of additional facts and circumstances, from again exercising their authority to again establish a system of rationing following such meeting of the council.

10-4-8: VIOLATIONS:

- A. Misdemeanor: A violation of a system of water rationing in time of shortage as declared under the authority of this section will constitute a misdemeanor and punishable as a violation of city ordinance; and
- B. Termination Of Service: The superintendent of water and sewer and/or the city administrator may direct service be immediately terminated or restricted to the user through its service outlet where the violation occurs. A user whose service has been so terminated or restricted shall not have service restored until he comes before the council, who shall hear the facts as to why service was terminated and what the customer's defense to the accusation is. The council may continue the termination or restore service upon such terms and conditions as they deem appropriate, including:
 1. Reimbursement to the city for shutoff and reconnect fees and costs.
 2. Requirements to provide, at customer's expense, assurance against further violations, including, but not limited to:
 - a. Posting of a bond.
 - b. Installation, at customer's expense, of equipment to restrict or shut off and lock out service or downsize the service connection to the customer.

10-4-9 INDEPENDENT WATER DISTRICT OR ASSOCIATION:

Any independent water district or association purchasing water from the city for redistribution to its members or persons within its service area shall, in addition to its duties under its contract with the city, the right of such district or association shall and its individual customers and users shall be subject to the provision of this policy. (Ord. 445, 5-18-1999)

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, Idaho this _____ day of _____, 2023

This ordinance passed under suspension of rules and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this _____ day of _____, 2023, upon the following roll call vote:

ROLL CALL:

Council President Alonzo _____

Council Member Poston _____

Council Member Thompson _____

Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor James R. "Dick" Staples

Attest:

Deborah Garcia, Clerk,
City of Bonners Ferry, Idaho

**SUMMARY FOR PUBLICATION OF
CITY OF BONNERS FERRY ORDINANCE NO. 608**

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. 608, adopted on June 6, 2023. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO REPEALING AND REPLACING TITLE TEN, CHAPTERS ONE (1), TWO (2), AND FOUR (4) IN THEIR ENTIRETY, AMENDING CHAPTER THREE (3) TO INCLUDE A NEW SUBSECTION CALLED “ANNUAL SEWER STUDY,” AND STRIKING THOSE SECTIONS THAT ARE REDUNDANT IN CHAPTER ONE (1); PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance repeals Bonners Ferry City Code Title Ten, Chapter 1, 2 and 4 and amends Title 10, Chapter 3 by providing new laws setting forth standards for administration and extension of services for city water, wastewater and electric utilities. This ordinance is effective upon enactment and publication according to law.

The full text of Ordinance No. 608 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

Dick Staples, Mayor

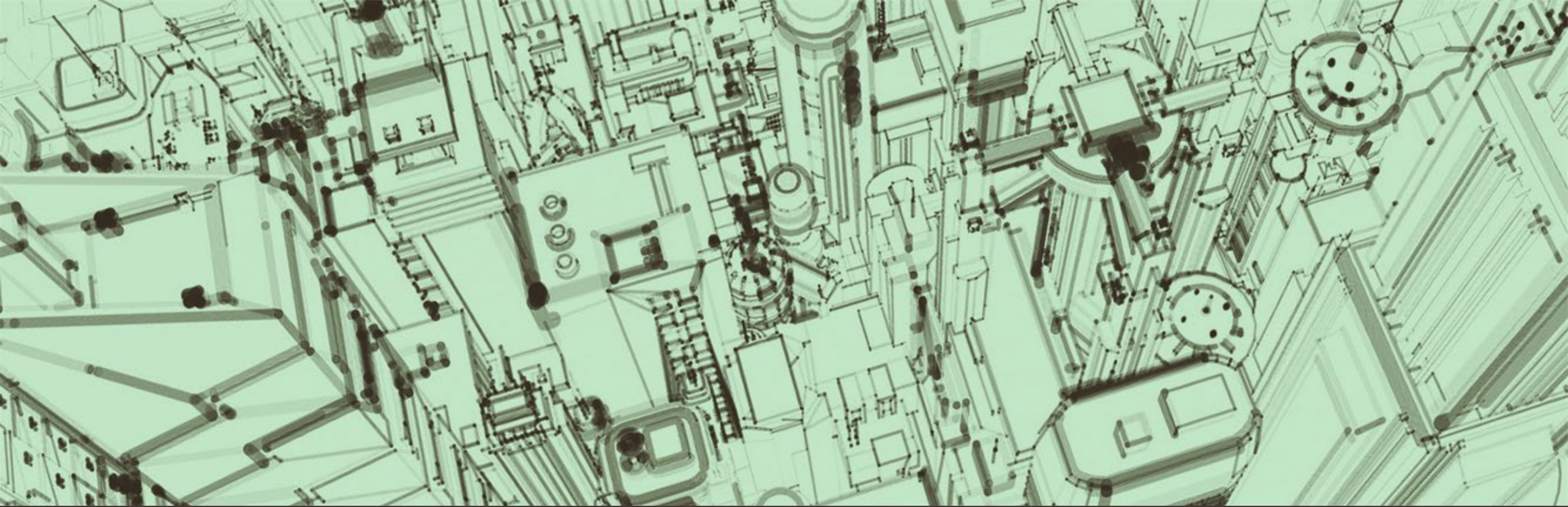
Deby Garcia, City Clerk

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

I, Andrakay Fluid, 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.

Andrakay Fluid, City Attorney

Dated: _____



Title 3, Chapter 8

CITY LOCAL OPTION TAX



New Title 3, Chapter 8: Local Option Tax

- May 16, 2023, Election authorized the passage of a local option tax ordinance
- Ord. 609 is that ordinance
- Provides the authority, administration and enforcement of the local option tax beginning in July of this year and ending in December of 2033.
- Ordinance was drafted from the model Local Option ordinance adopted by all the cities which impose local option across the state.
- Some changes that are specific to city of Bonners Ferry and the ballot that was supported by voters.



Definitions

3-8-1



3-8-1 Definitions

- Standard definitions
 - Purchase
 - Retailer
 - Sale
 - Seller
- Additional definitions:
 - Individual Transaction- means any sale of tangible personal property reflected on a single invoice, receipt, or statement for which the aggregate sale transaction has been completed between the buyer and the seller.
 - Transaction- A completed agreement between a buyer and a seller to exchange goods.



Imposition

3-8-2



3-8-2 Imposition

- Rate at which the retailers shall impose the approved tax
- Language is direct reflection of the approved ballot language.
- 1% tax on the sales price of all property subject to taxation, exempting those sales in excess of \$1,000.00 in one individual transaction.
- Clarifies where a “sale” occurs (inside or outside city): For a sale of goods, a sale is made in the city when title passes to the buyer in the city. When delivery of goods occurs in the city, title passes at the time of delivery. If goods are shipped from outside the city into the city, the seller must obtain a city of BONNERS FERRY local-option tax permit pursuant to the terms of Subsection 7 of this Ordinance. Alternatively, when goods are delivered by a seller within the city to a location outside the city, then title generally passes outside the city and no sales tax is owed to the city.



Duration of the Tax

3-8-3



3-8-3 Duration

- Duration is as defined and listed on the ballot.
 - The non-property sales taxes authorized and collected under this Ordinance are hereby imposed commencing on July 1, 2023, and ending on December 31, 2033.



Purpose of Revenue

3-8-4



3-8-4: Purpose for which revenues derives from said non-property tax shall be used.

- Purpose is as defined and as listed on the ballot.

The non-property tax revenue derived from and collected under this Ordinance shall be used for the following purposes:

- A. Fire Protection, including capital and operating expenses.
- B. Law Enforcement, including capital and operating expenses.
- C. Streets, Sidewalks, Buildings and Grounds, including capital and operating expenses, such as road construction and maintenance and snow removal.
- D. Property Tax Relief (Per Idaho Code, any excess revenue received will be placed in a designated property tax relief fund.)
- E. Direct costs to the city to collect and enforce the tax.



Property Tax Relief; Administration and Permits

§3-8-5:§3-8-7



§3-8-5:§3-8-7

3-8-5: Creation of a Property Tax Relief Fund- In compliance with Idaho Code 50-1045, a property tax relief fund shall be created.

- 50-1045. CITY PROPERTY TAX RELIEF FUND. Any resort city may establish a city property tax relief fund into which may be placed all or any portion of revenues received from any non-property tax levied in accordance with the provisions of this act and such non-property tax revenues may be used to replace city property taxes in the ensuing fiscal year by the amount of non-property tax revenues placed in the city property tax relief fund if city voters have approved of such use of non-property tax revenues in the election authorizing such city non-property tax. Any resort city that receives more revenues from any local-option non-property tax than such city has budgeted shall establish a city property tax relief fund into which shall be placed all revenues received in excess of the budget amount and such excess revenues shall be used to replace city property taxes in the ensuing fiscal year by the amount of all excess revenues placed in said city property tax relief fund.

§3-8-5:§3-8-7

§3-8-6: Authorization for City Clerk to Administrate, Regulate and Collect said non-property taxes.

- This section of the ordinance provides the authority for the City Clerk to Administrate the ordinance. Authority is generally required of all ordinances.

§3-8-7: Permits Required and Issuance of Permits

- This section requires all retail business to file for a separate permit for each business in operations within the city limits.
- Gives authority for the city to create such a permit
- Authorizes the city to provide system for giving out identification numbers.

City of Ponderay
Local Option Sales Tax Permit Application
As required by City Ordinance No. 150

Submit completed application to kvandenberg@ponderay.org or mail to City of Ponderay, PO Box 500, Ponderay, ID. 83852
If you have questions, please contact the above email or call (208) 265-5468.

BUSINESS CONTACT INFO		
Business Name:	DBA:	
Business Physical Address:		
Business Mailing Address:		
Phone No:	Email:	
Business Owner Name:		
SALES TAX PREPARER CONTACT INFO		
Name:	Phone No:	Ext:
Email:		
ADDITIONAL INFO		
Idaho Sales Tax ID #:	EIN #:	
The undersigned agrees to collect the following applicable tax <i>(check box)</i>		
<input type="checkbox"/> A one percent (1%) tax on the sales price of all property subject to taxation under Idaho Code 63-3601, et. Seq. Idaho Sales Tax Act, except purchases exceeding \$999.99, and occupancy sales already covered by an existing tax.		
The undersigned further agrees to remit the above local option tax (this should correspond to the timing of payment of State sales taxes): <i>(check one)</i>		
<input type="checkbox"/> Calendar Month	<input type="checkbox"/> One-time Tax	Dates: _____ to _____
	Name of Event:	
<input type="checkbox"/> Calendar Quarter	<input type="checkbox"/> Exempt (Does not pay State Sales Tax)	
<input type="checkbox"/> Annually		

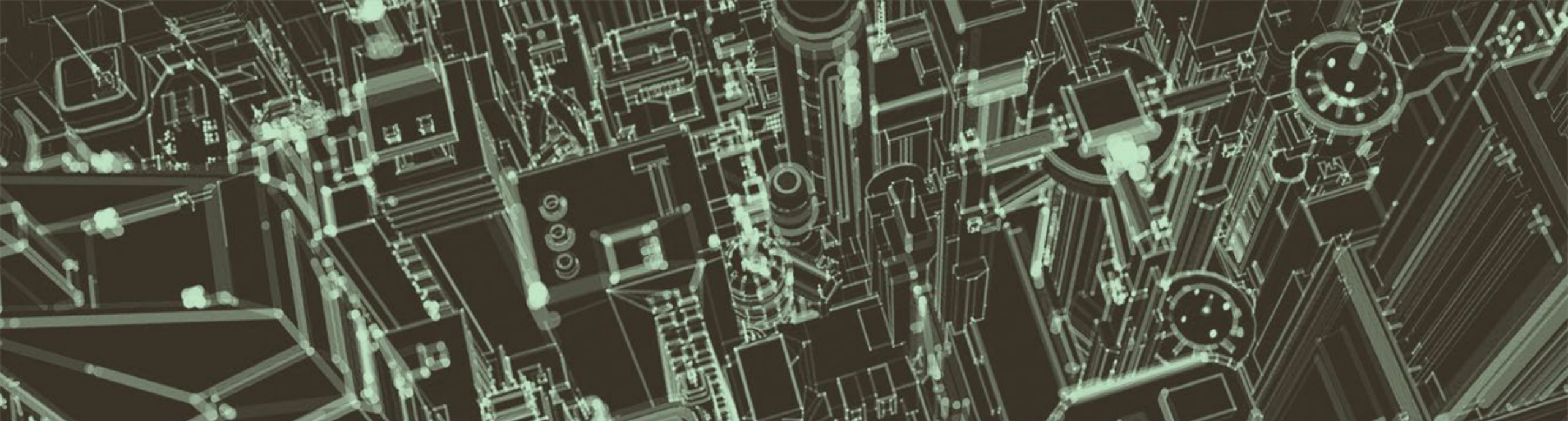
Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ponderay, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurred under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

Applicant Signature

Printed Name

Date

Add a Slide
Title - 5



Method of Payment; Audits; Re-determination

§3-8-8:§3-8-10



§3-8-8:§3-8-10

§3-8-8: METHOD FOR PAYMENT OF TAXES

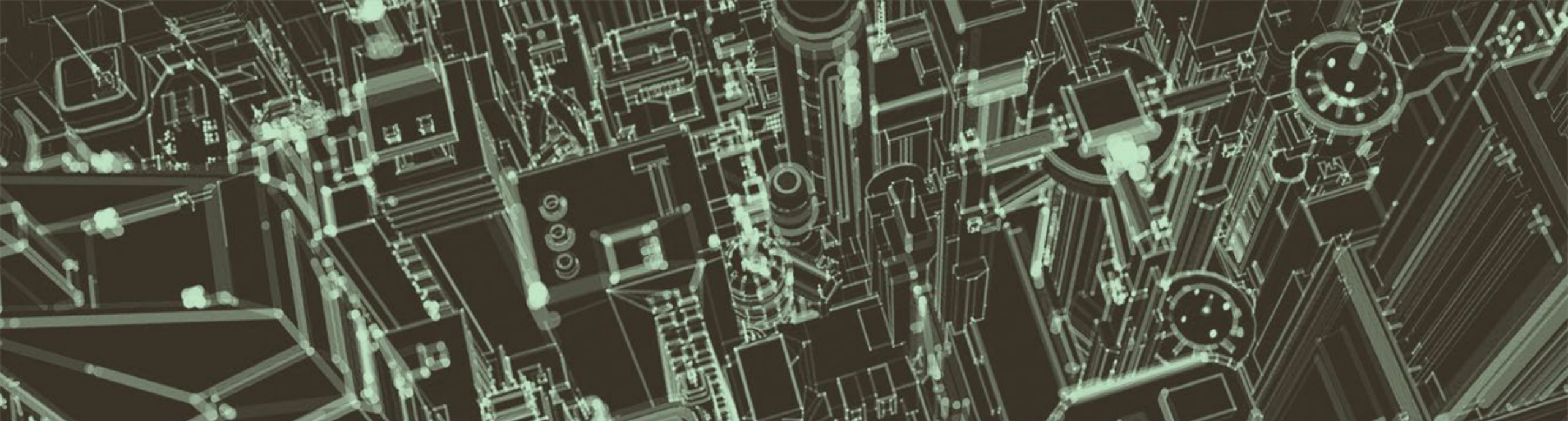
- Set forth the date of the month the tax is due. Currently requires monthly remittance along with their state filings.
- *Staff note: Council may consider other remittance dates rather than then 20th of each month. Some businesses suggested that they remit or file when they file their state sales tax. The 20th seems to be a standard date that other cities kept when amending the model ordinance.*

§3-8-9: AUDITS DEFICIENCY DETERMINATIONS

- Provides for the rules for which the City Clerk may call for audits of certain businesses for compliance with the law. Also provides for remedies on which errors or omissions are found and to provide for interest on deficiency if discovered.

§3-8-10: REDERMINATION OF DEFICIENCY

- Provides for a method for business to seek reconsideration of any deficiency founded by the City Clerk.



Appeals, Collections and Refunds

§3-8-11:§3-8-14



§3-8-11:§3-8-14

§3-8-11: APPEALS, INTEREST AND DEFICIENCY

- Provides for appeals on determinations of deficiency to City Council or District Court

§3-8-12: COLLECTIONS AND ENFORCEMENT

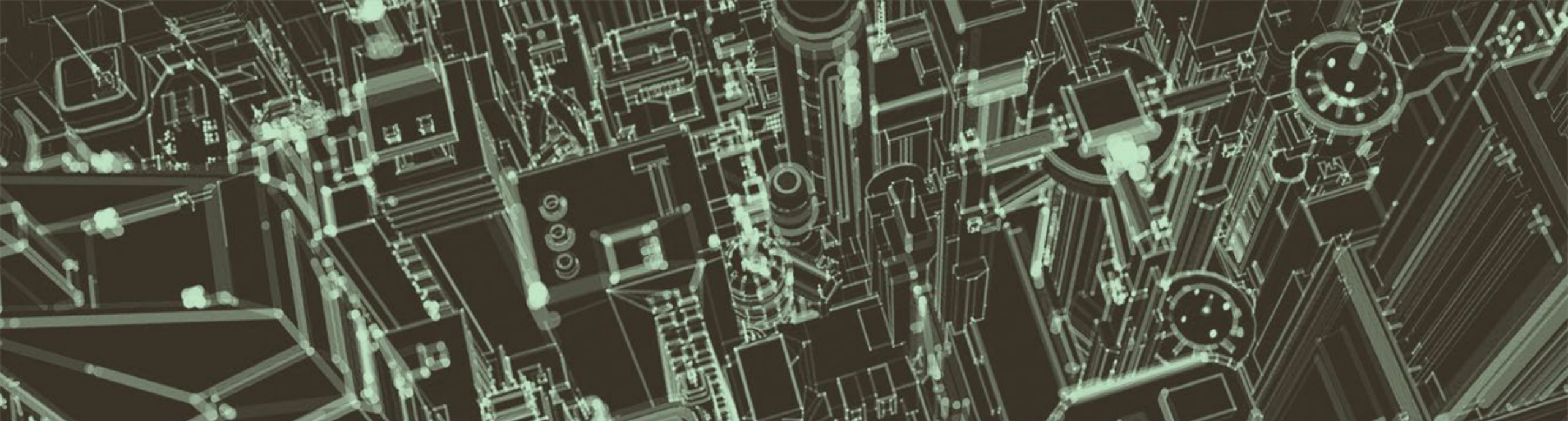
- Provides for right of review of the collected tax or where no tax is provided

§3-8-13: REFUNDS, LIMITATIONS

- Provides the process for which returns or refunds can be credited back to the retail businesses.

§3-8-14: RESPONSIBILITY FOR PAYMENT OF TAXES

- Requires every person with a duty to account for taxes to impose the tax as required within the chapter.



Period of Limitation, Successors and Administration

§3-8-15:§3-8-17



§3-8-15:§3-8-17

§3-8-15: PERIOD OF LIMITATION UPON ASSESSMENT & COLLECTION

- Provides for a period of time in which the city may seek compliance with the chapter. The section provides for the city to be able to go back three years and review for payment compliance and in the event of a deficiency, the city may go back 6 years.

§3-8-16: SUCCESSORS' LIABILITY

- Provides for a succession plan when a vendor sells his/her stock or merchandise and to withhold that portion of tax which is due.

§3-8-17: GENERAL ADMINISTRATION BY CITY CLERK

- Provides for the general administration of the chapter by the city clerk, who may employ such professional staff as deemed necessary to efficiently administrate the ordinance.
- Provides for the requirement that taxpayers keep such records pertaining to the sales of their business for not less than 4 years after making such payment to the city.
- Provides the authority of the Clerk and his/her designee to examine records and equipment of taxpayers or character of the business of the person in order to verify the accuracy of any return made.



Penalties, Charges, Exemptions and Confidentiality

§3-8-18:§3-8-21



§3-8-18:§3-8-21

§3-8-18: PENALTIES

- Provides for the penalty of a misdemeanor fine, if found to be guilty of violations; provides for revocation of their tax permit and bonding for reissuances; provides for the revocation of any municipal beer, wine or liquor by the drink licenses revoked; provides for the clarity around the determination of a sale to be that of the person making the sale.

§3-8-19: PENALTY CHARGES

- Provides for the penalty charge of 5% of the tax not paid or a minimum of \$10.00 which ever is greater, plus a penalty equal to the amount of tax not paid.

§3-8-20: EXEMPTIONS

- Provides for the exemption of all transactions by the State of Idaho, that are exempt from the provisions of the chapter.

§3-8-21: CONFIDENTIALITY OF INFORMATION

- Provides for the confidentiality of records relating to the books or papers regarding specific financial information on businesses submitting the local option tax. If, however, a business is brought forward for violations of the chapter, such information may be made available to the council and/or representatives for compliance or enforcement of the law.

ORDINANCE NO. 609

AN ORDINANCE OF THE CITY OF BONNERS FERRY, BOUNDARY COUNTY, IDAHO, ADDING A NEW CHAPTER 8, OF TITLE 3 NAMED LOCAL OPTION TAX, PROVIDING FOR DEFINITIONS: PROVIDING FOR THE IMPOSITION OF CERTAIN NON-PROPERTY TAXES, TO WIT: A ONE PERCENT (1%) TAX ON THE SALES PRICE OF ALL PROPERTY SUBJECT TO TAXATION UNDER IDAHO CODE 63-3601, *et. seq.*, IDAHO SALES TAX ACT EXEMPTING PURCHASES EXCEEDING \$1,000.00 IN ONE INDIVIDUAL TRANSACTION; PROVIDING THAT THIS NON-PROPERTY TAX SHALL BE IN EFFECT STARTING THE 1ST DAY OF JULY 2023 AND ENDING DECEMBER 31, 2033; ESTABLISHING THE PURPOSES FOR WHICH THE REVENUES DERIVED FROM SAID NON-PROPERTY TAXES SHALL BE USED; CREATING A PROPERTY TAX RELIEF FUND; AUTHORIZING THE CITY CLERK TO ADMINISTER, REGULATE, AND COLLECT SAID NON-PROPERTY TAXES; PROVIDING FOR PERMITS AND ISSUANCE; PROVIDING METHOD FOR PAYMENT OF TAXES, AUDITS, DEFICIENCY DETERMINATIONS; REDETERMINATIONS OF DEFICIENCY, APPEALS, INTEREST ON DEFICIENCY, COLLECTIONS AND ENFORCEMENT; REFUNDS, LIMITATIONS AND INTEREST; PROVIDING FOR RESPONSIBILITY FOR PAYMENT OF TAXES; PROVIDING PERIOD OF LIMITATION ON ASSESSMENT AND COLLECTION; ESTABLISHING SUCCESSOR'S LIABILITY; PROVIDING FOR GENERAL ADMINISTRATION BY CITY; PROVIDING PENALTIES AND PENALTY CHARGES; PROVIDING EXEMPTIONS; PROVIDING CONFIDENTIALITY OF INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS: The City Council has determined the City meets the requirements of a resort city, as established by Idaho Code, §50-1043-1049, through Resolution 2023-007 and,

WHEREAS: On May 16, 2023, the City of Bonners Ferry voters approved by 72% in favor of the City adopting an Ordinance providing for a 1% local option tax that would apply to all sales subject to Idaho sales tax, exempting those purchases in excess of \$1,000.00, completed in an individual transaction.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BONNERS FERRY, Idaho:

SECTION 1. FINDING: The City Council of the City of BONNERS FERRY hereby finds that The City of Bonners has a population less than 10,000 according to the most recent census and is a City that derives the major portion of its economic wellbeing from people catering to recreational needs and meeting needs of people traveling to said destination for an extended period of time; that the City has a significant economic dependence upon visitors and travelers passing through or staying in the community and, that said visitors and travelers require services of the City which place an undue burden upon the taxpayers of the City.

SECTION 2. ADOPTION:

That Bonners Ferry City Code, Title 3 Business and Licenses Regulation, is hereby amended to include a new Chapter 8, called Local Option Tax, which has established rulemaking and standards on the local option tax, and to provide for language on how to administer and enforce such language.

CHAPTER 8

LOCAL OPTION TAX

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3-8-1 DEFINITIONS

For the purposes of this Chapter, the following terms, phrases, words and derivations shall have the meaning given herein.

City of BONNERS FERRY means within the municipal boundaries of the City of BONNERS FERRY, BOUNDARY County, Idaho.

Person: The term “person” means and includes any individual, firm, co-partnership, joint venture, association,

social club, fraternal organization, corporation, estate, trust, business trust, receiver, trustee, syndicate, cooperative, assignee, or any other group or combination acting as a unit.

Purchase: The term “purchase” means and includes any transfer, rental, exchange, or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price is a purchase. A transfer for consideration of any publication or of tangible personal property which has been produced, fabricated, or printed to the special order of the customer is also a purchase.

Retail sale / Sale at retail: The terms “retail sale or sale at retail” mean a sale of tangible personal property for any purpose other than resale of that property in the regular course of business or lease or rental of that property in the regular course of business where such rental or lease is taxable under Section 63-3612(2)(h), Idaho Code.

1. All persons engaged in constructing, altering, repairing or improving real estate, which includes construction of prefabricated buildings as defined in Title 63, Chapter 36 Idaho Code, are consumers of the material used by them; all sales to or use by such persons of tangible personal property are taxable whether or not such persons intend resale of the improved property.
2. The delivery in this State of tangible personal property by an owner or former owner thereof or by a factor, or agent of such owner, former owner or factory, if the delivery is to a consumer or person for redelivery to a consumer, pursuant to a retail sale made by a retailer not engaged in business in this State, is a retail sale in this State by the person making the delivery. He shall include the retail selling price of the property in his total sales subject to tax under this Chapter.
3. For the purposes of this Chapter as enacted, the sale or purchase of a prefabricated building is deemed a sale or purchase of real property and not a sale or purchase of tangible personal property.

Retailer: The term “retailer” means and includes:

1. Every seller who makes any retail sale or sales of tangible personal property and every person engaged in the business of making retail sales at auction of tangible personal property owned by the person or others.
2. Every person engaged in the business of making sales for storage, use, or other consumption or in the business of making sales at auction of tangible personal property owned by the person or others for storage, use, or other consumption.
3. Every person making more than two (2) retail sales of tangible personal property during any twelve (12) month period, including sales made in the capacity of assignee for the benefit of creditors, or receiver or trustee in bankruptcy, or every person making fewer sales who holds himself out as engaging in the business of selling such tangible personal property at retail.
4. When the City Clerk determines that it is necessary for the efficient administration of this Chapter to regard any salesmen, representatives, peddlers, or canvassers as agents of the dealers, distributors, supervisors, or employers under whom they operate or from whom they obtain the tangible personal property sold by them, irrespective of whether they are making sales on their own behalf or on behalf of such dealers, distributors, supervisors, or employers, the City Clerk may so regard them and may regard the dealers, distributors, supervisors, or employers as retailers for the purpose of this Chapter.

5. Persons conducting both contracting and retailing activities. Such persons must keep separate accounts for the retail portion of their business and pay tax in the usual fashion on this portion.

Sale: The term “sale” means and includes any transfer of title, exchange or barter, conditional or otherwise, in any manner or by any means whatsoever, of tangible personal property for a consideration and shall include any transfer of possession through incorporation or any other artifice found by the State

Tax Commission to be in lieu of, or equivalent to, a transfer of title, an exchange or barter. “Sale” shall also include:

1. Producing, fabricating, processing, printing, or imprinting of tangible personal property for a consideration for consumers who furnish either directly or indirectly the materials used in the producing, fabricating, processing, printing, or imprinting.
2. Furnishing, preparing, or serving for a consideration food, meals, or drinks.
3. A transaction whereby the possession of property is transferred but the seller retains the title as security for the payment of the price.
4. A transfer for a consideration of the title or possession of tangible personal property which has been produced, fabricated, or printed to the special order of the customer, or of any publication.
5. Admission charges.
6. Receipts from the use of or the privilege of using tangible personal property or other facilities for recreational purposes.

Sales price: The term “sales price” means and includes the total amount for which tangible personal property including services agreed to be rendered as a part of the sale, is sold, rented or leased, valued in money, whether paid in money or otherwise, without any deduction on account of any of the following:

1. The cost of the property sold. However, in accordance with such rules and regulations as the State Tax Commission may prescribe, a deduction may be taken if the retailer has purchased property for some purpose other than resale or rental, has reimbursed his vendor for tax which the vendor is required to pay to the State or has paid the use tax with respect to the property, and has resold or rented the property prior to making any use of the property other than retention, demonstration, or display while holding it for sale in the regular course of business. If such a deduction is taken by the retailer, no refund or credit will be allowed to his vendor with respect to the sale of the property.
2. The cost of materials used, labor or service cost, losses, or any other expense.
3. The cost of transportation of the property prior to its sale.

The term “sales price” does not include any of the following:

1. Discounts allowed and taken on sales, but only to the extent that such discounts represent price adjustments as opposed to cash discounts offered only as an inducement for prompt payment.
2. Any sums allowed on merchandise accepted in part payment of other merchandise.
3. The amount charged for property returned by customers when the amount charged therefor is refunded either in cash or credit; but this exclusion shall not apply in any instance when the customer, in order to obtain the refund, is required to purchase other property at a price greater than the amount charged for the property that is returned.

4. The amount charged for labor or services rendered in installing or applying the property sold, provided that said amount is stated separately and such separate statement is not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
5. The amount of any tax (not including, however, any manufacturers' or importers' excise tax) imposed by the United States upon or with respect to retail sales whether imposed upon the retailer or the consumer.
6. The amount charged for finance charges, carrying charges, service charges, time price differential, or interest on deferred payment sales, provided such charges are not used as a means of avoiding imposition of this tax upon the actual sales price of the tangible personal property.
7. Charges for transportation of tangible personal property after sale.

Sales Tax Act shall mean the Idaho Sales Tax Act, Idaho Code 63-3601, *et. seq.*, including subsequent amendments thereto, which is hereby adopted by reference.

Seller: The term “seller” means every person making sales at retail or retail sales to a buyer or consumer, whether as agent, broker, or principle.

Individual transaction means any sale of tangible personal property reflected on a single invoice, receipt, or statement for which the aggregate sale transaction has been completed between the buyer and the seller.

Tangible Personal Property: The term “tangible personal property” means personal property which may be seen, weighed, measured, felt or touched, or which is in any other manner perceptible to the senses.

Taxpayer: Any person subject to or liable for any taxes imposed by this Chapter.

Transaction: A completed agreement between a buyer and a seller to exchange goods.

3-8-2 IMPOSITION AND RATE OF CERTAIN NON-PROPERTY SALES TAXES, TO WIT: A ONE PERCENT (1 %) TAX ON THE SALES PRICE OF ALL PROPERTY SUBJECT TO TAXATION, EXEMPTING THOSE SALES IN EXCESS OF \$1,000.00, IN ONE INDIVIDUAL TRANSACTION

The City of BONNERS FERRY, hereby imposes and shall collect certain non-property taxes, as follows:

A municipal sales tax is hereby imposed upon each sale at retail within the city of BONNERS FERRY, at the rate of one [1] % of the sales price of all property subject to taxation under Idaho Code 63-3601 *et. seq.*, Idaho Sales Tax Act, including subsequent amendments thereto, excepting those purchases or sales in excess of \$1,000.00, completed in a individual transaction.

- A. All monies collected and/or retained under the provisions of this Chapter shall be held in trust for the City of BONNERS FERRY and for payment thereof to the City Clerk in the manner and at the times provided in this Chapter.
- B. This section, as well as Idaho State Law, provides that when there is a retail sales transaction within the city of BONNERS FERRY, a local option is imposed. For a sale of goods, a sale is made in the city when title passes to the buyer in the city. When delivery of goods occurs in the city, title passes at the

time of delivery. If goods are shipped from outside the city into the city, the seller must obtain a city of BONNERS FERRY local-option tax permit pursuant to the terms of Subsection 7 of this Chapter. Alternatively, when goods are delivered by a seller within the city to a location outside the city, then title generally passes outside the city and no sales tax is owed to the city.

3-8-3 DURATION OF TAXES

The non-property sales taxes authorized and collected under this Chapter are hereby imposed commencing on July 1, 2023, and ending on December 31, 2033.

3-8-4 PURPOSES FOR WHICH THE REVENUES DERIVED FROM SAID NON-PROPERTY TAXES SHALL BE USED

The non-property tax revenue derived from and collected under this Chapter shall be used for the following purposes:

- A. Fire Protection, including capital and operating expenses.
- B. Law Enforcement, including capital and operating expenses.
- C. Streets, Sidewalks, Buildings and Grounds, including capital and operating expenses, such as road construction and maintenance and snow removal.
- D. Property Tax Relief (Per Idaho Code, any excess revenue received will be placed in a designated property tax relief fund.)
- E. Direct costs to the city to collect and enforce the tax.

3-8-5 CREATION OF A PROPERTY TAX RELIEF FUND

There is hereby created in the office of the City Clerk a fund to be designated as the “Municipal Property Tax Relief Fund.” All monies collected under this Chapter, and not otherwise budgeted by the City Council (excluding the current fiscal year which has already been budgeted ending September 30, 2023) shall be placed by the City Clerk into the municipal property tax relief fund. All monies collected and placed into said fund shall be used to replace City property taxes in the ensuing fiscal year.

3-8-6 AUTHORIZATION FOR CITY CLERK TO ADMINISTER, REGULATE AND COLLECT SAID NON-PROPERTY TAXES

The City Clerk of the City of BONNERS FERRY is hereby authorized and empowered to administer, regulate and collect payment of all non-property taxes adopted and imposed by this Chapter. Said Clerk shall have all of the powers set forth in this Chapter together with those additional powers necessary and proper to carry out the provisions of this Chapter.

3-8-7 PERMITS REQUIRED AND ISSUANCE OF PERMITS

- A. Every person desiring to engage in or conduct business of retail sales, within this City shall file with the City Clerk an application for a municipal non-property sales tax permit for each place of business. A separate permit is required for each place of business within the City. Every application for said permit shall be made upon a form prescribed by the City Clerk and shall set forth the name under which the

applicant transacts or intends to transact business, the location of the business or places of businesses, and such other information as the City may require. The application shall be signed by the owner, if he is a natural person; or in the case of an association or partnership, by a member or partner, in the case of a corporation, by an executive officer or other person authorized by the corporation to sign the application.

- B. Upon filing an application meeting the requirements set out above, the City Clerk shall issue to each applicant a permit for each place of business. A permit shall not be assignable and shall be valid only for the person in whose name it is issued and for the transaction of business at the place designated therein. It shall at all times be conspicuously displayed at the location for which it was issued. Issuance of a permit may be subject to additional requirements as set forth in this Chapter.
- C. On the face of the permit shall be fixed a municipal non-property tax number which shall be used by the applicant as an identifying number on all filing, payment and correspondence with regard to the non-property tax imposed under this Chapter.

3-8-8 METHOD FOR PAYMENT OF TAXES

- A. The taxes imposed by this Chapter shall be computed and paid for each calendar month. Said taxes are due and payable to the City Clerk on or before the 20th day of the succeeding month. The amount of tax paid shall be computed on all sales subject to taxation under this Chapter. Each person required to hold a municipal non-property sales tax permit and number shall file a municipal non-property sales tax return and a copy of their Idaho State Sales Tax Return for the month at the same time said taxes are paid to the City Clerk, unless said person has been permitted in writing by the Idaho State Tax Commission to file quarterly sales or use tax returns. Persons who have been permitted to file other than monthly returns shall notify the City Clerk in writing and the City Clerk thereupon may require reporting of State Tax Returns over some other period.
- B. The first payment of taxes under this Chapter shall be due and payable together on the 20th day of August 2023, for that period beginning July 1, 2023, and ending July 31, 2023, Thereafter all payments shall be made monthly.
- C. A municipal non-property sales tax return shall be filed each and every month by every person engaging in sales subject to taxation under this Chapter regardless of whether or not any tax is due. Returns shall be signed by the person required to file the return or by a duly authorized agent.
- D. A valid sales tax exemption certificate issued by the Idaho State Tax Commission upon filing a copy thereof with the City Clerk shall have the same effect to exempt the sale from the taxes imposed hereunder as in the Idaho Sales Tax Act.

3-8-9 AUDITS DEFICIENCY DETERMINATIONS

- A. The City Clerk may order an audit of any taxpayer under this Chapter for the purpose of ascertaining the correctness or completeness of any return or payment.
- B. If any error or omission is discovered in such audits or in any other way, the City Clerk may compute and determine the amount of tax due upon the basis of facts obtained from such information within its possession and assert a deficiency. One or more deficiency determinations may be made for the amount due for one or for more than one period. In making such a determination, the City Clerk may offset over payments against amounts due. Further, said determinations shall be made for the period or periods in respect to which the person fails to make a return and shall be based upon any information which is in the City Clerk's possession.

- C. The City Clerk shall give written notice of its determination and the amount of its deficiency, including interest, at the rate of twelve percent (12%) per annum from the date due, to the person from whom such deficiency amount is due. Such notice may be given personally or mailed to the person at the address furnished to the City Clerk in the non-property tax permit application.

3-8-10 REDETERMINATION OF DEFICIENCY

- A. Any person against whom a deficiency determination is made under this Chapter, or any person directly interested, may petition in writing for a redetermination within thirty (30) days after service upon the person of notice thereof. If the petition for redetermination is not filed within the thirty (30) day period, the determination becomes final at the expiration of the period.
- B. If a petition for redetermination is filed with the thirty (30) day period the City Clerk shall reconsider the determination and, if the person so requests in the petition, grant the person an oral hearing and give said person ten (10) days' notice of the time and place of the hearing personally or by mail addressed to the person at the address furnished to the City Clerk in said person's application for a non-property tax permit.

3-8-11 APPEALS, INTEREST ON DEFICIENCY

- A. When a redetermination is made, the City Clerk shall give notice to the taxpayer against whom the redetermination is made. Within thirty (30) days of the date upon which such notice of redetermination is mailed or served, the taxpayer may file an appeal with the City Council or may file a complaint with the District Court for review of the City Clerk's redetermination. There shall be no right of review to the City Council nor to the District Court on the determination of taxes due made by the City Clerk unless a redetermination has been timely filed. No assessment of a deficiency in respect to the tax imposed by this Chapter or proceeding to collect for its collection shall be made, begun or prosecuted until such notice has been mailed to the taxpayer and expiration of such thirty (30) day period after notice of redetermination, nor if a protest is filed until a decision on the protest becomes final. If the taxpayer does not protest to the City Council or file an action in District Court within the time prescribed in this section, the deficiency shall be assessed and shall become due and payable upon notice and demand from the City Clerk.
- B. Interest upon any deficiency shall be assessed at the same time as the deficiency and shall become due and payable upon notice and demand from the City Clerk and shall be collected as part of the tax at the rate of twelve percent (12%) per annum from the date prescribed for payment of the tax.

3-8-12 COLLECTIONS AND ENFORCEMENT

As soon as practical after monthly municipal non-property sales tax return and payment is filed, the City Clerk shall examine the same and determine the correct amount of the tax. For the purpose of ascertaining the correctness of any payment determining the amount of tax due where none has been made, determining liability of any person for any tax payable under this Chapter, or the liability at law or in equity of any person in respect to any tax provided by this Chapter or collecting any such liability, the City Clerk, or duly authorized deputy, is authorized (1) to examine the books, papers, records, or other data which may be relevant or material to the inquiry; (2) to summon the person liable for the tax or any officer, agent or employee of such person, or any person having possession, custody or care of books of accounting containing entries relating to the business of the person liable for the tax, to appear before the City Clerk, or deputy, at a time and place named in its summons to produce such books, papers, records or other data and/or give such testimony under oath as may be relevant or material to such inquiry.

3-8-13 REFUNDS AND LIMITATIONS

- A. If the City Clerk determines that any amount due under this Chapter has been paid more than once or has been erroneously or illegally collected or computed, the City Clerk shall set forth that fact in its records and the excess amount paid or collected may be credited on any amount due or payable to the City Clerk for non-property taxes from that person, and any balance refunded to the person by whom it was paid or to his successors, administrators or executors.
- B. No such credit or refund shall be allowed or made after one (1) year from the time the payment was made unless before the expiration of such period a claim therefore is filed by the taxpayer.
- C. Appeal from the City Clerk's decision denying in part or in whole a claim for refund shall be made in accordance with the laws of the State of Idaho with regard to claims against municipalities.

3-8-14 RESPONSIBILITY FOR PAYMENT OF TAXES

Every person with a duty to account for or pay over any tax imposed by this Chapter on behalf of a corporation, as an officer employee of the corporation, or on behalf of a partnership, as a member employee of the partnership shall be personally liable for payment of such tax, plus penalties and interest.

3-8-15 PERIOD OF LIMITATION UPON ASSESSMENT AND COLLECTION

- A. The amount of taxes imposed under this Chapter shall be assessed within three (3) years of the time the return upon which the tax asserted to be due was or should have been filed, whichever is later; provided, however, if a deficiency determination or assessment has been made within the prescribed time, such tax may be collected within a period of six (6) years after assessment. The running of limitations provided by this section shall be suspended for the period during which the City Clerk is prohibited from making the assessment or from collecting or proceeding in Court due to a petition for redetermination or an appeal therefrom, and for thirty (30) days hereafter.
- B. In the case of taxes due during the lifetime of a decedent, the tax shall be assessed, and any proceeding in court without assessment for the collection of such tax shall be begun, within six (6) months after written request therefor (filed after the return is made) by the executor, administrator, or other fiduciary representing the estate of such decedent unless the assessment is stayed by a petition for redetermination or any appeal therefrom.
- C. In the case of a false or fraudulent return with intent to evade tax, or of a failure to file a return, the tax may be assessed, or a proceeding in Court for collection of such tax may be begun without assessment, at any time within three (3) years after the date of the discovery of the facts constituting the fraud.

3-8-16 SUCCESSORS' LIABILITY

- A. If a vendor liable for any amount of tax under this Chapter sells out his business or stocks and goods, the vendee shall make an inquiry to the City Clerk and withhold from the purchase price any amount of tax that may be due under this Chapter until such time as the vendor produces receipt stating that no amount is due.
- B. If the purchaser of business or stock of goods fails to withhold from the purchase price as above required, he is personally liable for the payment of the amount required to be withheld by him.

3-8-17 GENERAL ADMINISTRATION BY CITY CLERK

- A. The City Clerk shall enforce the provisions of this Chapter and may prescribe, adopt, and enforce rules and regulations relating to its administration and enforcement. The City Clerk may employ qualified auditors for examination of taxpayers' books and records, and shall also employ such accountants, investigators, assistants, clerks, and other personnel as are necessary for the efficient administration of this Chapter and may delegate authority to its representatives to conduct hearings, or perform other duties imposed by this Chapter.
- B. Taxpayers in the City of BONNERS FERRY shall keep such records, receipts, invoices, and other pertinent papers as the City Clerk may require. Each such taxpayer who files tax payments required under this Chapter shall keep all such records for not less than four (4) years after making such payments unless the City Clerk in writing authorizes their destruction.
- C. The City Clerk, or any person authorized in writing by the Clerk, may examine the books, papers, records, and equipment of any taxpayer or any person liable for any tax, and may investigate the character of the business of the person in order to verify the accuracy of any return made, or if no return is made by the person, to ascertain and determine the amount required to be paid. Any taxpayer whose pertinent records are kept outside of the City must bring the records to the City for examination by the City Clerk upon request of the latter, or by agreement with the City Clerk permit an auditor designated by the City Clerk to visit the place where the records are kept, and there audit such records.

3-8-18 PENALTIES

- A. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor, punishable by up to one (1) year in the county jail, and/or Three Hundred Dollar (\$300.00) fine, or both. Furthermore, each month in which a person fails to report, or intentionally fails to accurately compute, or intentionally fails to accurately disclose the total amount of sales or rentals or the amount of tax to be paid, as imposed under this Chapter, shall be considered a separate offense.
- B. Any person who violates any provision of this Chapter shall have his municipal non-property sales tax permit and tax number revoked. The City Clerk shall send written notice of revocation of said permit and tax number to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten (10) days from the date said notice is mailed to file a written request of appeal with the City Council, challenging said revocation. If no appeal is timely made said revocation becomes final. Whenever a person subject to this Chapter has had said permit and tax number revoked, the City Clerk shall not reissue said permit nor issue a new permit to said person until said person places with the City Clerk a bond or other sufficient security in the amount equal to three (3) times the actual, determined, or estimated average monthly amount of tax payable by such person pursuant to this Chapter.
- C. The City Clerk, whenever it is deemed necessary to ensure compliance with this Chapter, may require any person subject to this Chapter to place with it such security as it may determine. The amount of said security shall not be greater than three (3) times the estimated average monthly amount payable by such persons pursuant to this Chapter. The amount of the security may be increased or decreased by the City Clerk at any time, subject to the limitations set forth above.
- D. Any person who violates any provision of this Chapter shall have all municipal non-property sales tax permits, municipal beer license(s), and wine license(s), and retail liquor by the drink license(s) revoked.
- E. Any amount of tax due under this Chapter for which a person fails to report or accurately compute, shall become a lien upon the property of said taxpayer on the date that the same becomes due, and the City may seek to enforce said lien and collect all taxes and interest due, together with the reasonable costs of

collection, including attorney 's fees, in a Court of competent jurisdiction.

- F. For the purposes of proper administration of this Chapter, and to prevent evasion of said non-property sales taxes, the burden of proving that a sale or rental is not a sale under this Chapter is upon the person who makes the sale or rental in question.

3-8-19 PENALTY CHARGES

- A. Any person who is required to collect and pay over any tax imposed by this Chapter and fails or refuses to pay over to the City the same when due in accordance with Section 9, hereinabove, shall be liable and pay a penalty change equal to five percent (5%) of the tax not paid, or a minimum of \$10 (whichever is greater). The City Clerk shall assess and collect said fee at the time any delinquent tax payment is tendered. The permit holder shall have ten (10) days from the date payment is made to file a written appeal with the City Council challenging said penalty determination. If no appeal is timely made as herein provided, said penalty determination shall be final.
- B. Any person who is required to collect, truthfully account for, and pay over any tax imposed by this Chapter and who willfully fails to collect such a tax or truthfully account for or pay over such a tax, or willfully attempts in any manner to evade or defeat such a tax or payment thereof, shall, in addition to other penalties provided by law, be liable to a penalty equal to the amount of the tax evaded, or not collected, or not accounted for or paid over. The City Clerk shall determine and assess such penalties, and the same shall become due and payable upon notice and demand from the City Clerk. The City Clerk shall send written notice of such penalty charge to the permit holder by mailing the same by certified mail to the address given on the permit application. The permit holder shall have ten (10) days from the date said notice is mailed to file a written request of appeal with the City Council challenging said penalty charge determination. If no appeal is timely made as herein provided, said penalty charge determination shall be final.

3-8-20 EXEMPTIONS.

All transactions by the State of Idaho, otherwise subject to imposition of said taxes, are exempt from the provisions of this Chapter.

3-8-21 CONFIDENTIALITY OF INFORMATION.

- A. No City Clerk of the City of BONNERS FERRY, BOUNDARY County, Idaho, nor any duly authorized Deputy City Clerk, agent or employee shall divulge or make known to any persons, in any manner, any information whatsoever submitted or obtained, directly or indirectly, pursuant to this Chapter, or to permit any non-property tax return or information supplied with regard thereto, or any copy thereof, or any paper or book so obtained, to be seen or examined by any person except as provided by law; provided that in any action or proceeding brought for the collection, remission, cancellation, or refund of the whole or any part of a tax imposed under this Chapter, or for enforcing the penalties prescribed for making false or fraudulent returns, any and all information contained in or provided with said returns may be made accessible to the elected and appointed officials, officers, and representatives of said City charged with enforcing or defending the same, all such returns, information, statements and correspondence relating thereto may be produced into evidence in any action, civil or criminal, directly pertaining to such returns or the tax imposed on the basis of such returns.
- B. The BONNERS FERRY City Council, under such rules and provisions as it may prescribe, may permit, notwithstanding the provisions of this Chapter as to secrecy, the Commission of Internal Revenue of the United States or his delegate or the proper officer of any state imposing a tax to inspect the non-

property tax returns or information provided or obtained in connection therewith, or may furnish to such officer, or his authorized agent, copies or an abstract thereof.

- C. Nothing in the Chapter shall prohibit a taxpayer, or authorized representative upon proper identification, from inspecting and copying his own non-property tax returns and information supplied therewith.

SECTION 3 SEVERABILITY

It is hereby declared to be the legislative intent that the provisions, and parts thereof, of this Chapter shall be severable. Should any section, subsection, paragraph, clause or phrase of this Chapter, or any particular application thereof, be declared invalid or unconstitutional for any reason by a Court of competent jurisdiction, such decision shall not affect the remaining portions of said section, subsection, paragraph, clause or phrase of this Chapter.

SECTION 4. EFFECTIVE DATE

This Chapter shall be in full force and effect on July 1, 2023, after voter approval, passage by City Council and Mayor, and publication according to law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry, Idaho this _____ day
of _____, 2023

This Chapter passed under suspension of rules and duly enacted as an Chapter of the City of Bonners
Ferry, Idaho on this _____ day of _____, 2023, upon the following roll call vote:

ROLL CALL:

Council President Alonzo _____

Council Member Poston _____

Council Member Thompson _____

Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor James R. "Dick" Staples

Attest:

Deborah Garcia, Clerk,
City of Bonners Ferry, Idaho

**SUMMARY FOR PUBLICATION OF
CITY OF BONNERS FERRY ORDINANCE NO. 609**

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. 609, adopted on June 6, 2023. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, BOUNDARY COUNTY, IDAHO, ADDING A NEW CHAPTER 8, OF TITLE 3 NAMED LOCAL OPTION TAX, PROVIDING FOR DEFINITIONS; PROVIDING FOR THE IMPOSITION OF CERTAIN NON-PROPERTY TAXES, TO WIT: A ONE PERCENT (1%) TAX ON THE SALES PRICE OF ALL PROPERTY SUBJECT TO TAXATION UNDER IDAHO CODE 63-3601, *et. seq.*, IDAHO SALES TAX ACT, EXEMPTING PURCHASES EXCEEDING \$1,000.00 IN ONE INDIVIDUAL TRANSACTION; PROVIDING THAT THIS NON-PROPERTY TAX SHALL BE IN EFFECT STARTING THE 1ST DAY OF JULY 2023 AND ENDING DECEMBER 31, 2033; ESTABLISHING THE PURPOSES FOR WHICH THE REVENUES DERIVED FROM SAID NON-PROPERTY TAXES SHALL BE USED; CREATING A PROPERTY TAX RELIEF FUND; AUTHORIZING THE CITY CLERK TO ADMINISTER, REGULATE, AND COLLECT SAID NON-PROPERTY TAXES; PROVIDING FOR PERMITS AND ISSUANCE; PROVIDING METHOD FOR PAYMENT OF TAXES, AUDITS, DEFICIENCY DETERMINATIONS; REDETERMINATIONS OF DEFICIENCY, APPEALS, INTEREST ON DEFICIENCY, COLLECTIONS AND ENFORCEMENT; REFUNDS, LIMITATIONS AND INTEREST; PROVIDING FOR RESPONSIBILITY FOR PAYMENT OF TAXES; PROVIDING PERIOD OF LIMITATION ON ASSESSMENT AND COLLECTION; ESTABLISHING SUCCESSOR'S LIABILITY; PROVIDING FOR GENERAL ADMINISTRATION BY CITY; PROVIDING PENALTIES AND PENALTY CHARGES; PROVIDING EXEMPTIONS; PROVIDING CONFIDENTIALITY OF INFORMATION; PROVIDING FOR SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance amends Bonners Ferry City Code Title Three and adds a new Chapter 8 providing for the language in which the local option tax shall be administered, in accordance with May 16, 2023 ballot language. This ordinance is effective upon enactment and publication according to law.

The full text of Ordinance No. 609 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

Dick Staples, Mayor

Deby Garcia, City Clerk

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

I, Andrakay Fluid, 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.

Andrakay Fluid, City Attorney

Dated: _____



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 24, 2023
RE: Business and Tax Support Clerk

The following attached job description is for a new position with the city to assist with the administration of the local option tax for the length of time that the tax is in place. The intent of this position is to hire someone to administrate and support local businesses in their remittance of the local option tax. Additionally, we expect that the new clerk will provide support for businesses as well as provide enforcement.

Staff did reach out to the State Tax Commission to seek their interest in handling the collection portion of the tax and learned that if they chose to assist us, it wouldn't be another year. Given that the tax is set to start on July 1, 2023, waiting for the Tax Commission to assist will put us significantly behind, if they decide to do this for us. That means we must prepare and learn our way through this administration without the assistance of the state. In response to this, we are asking for a dedicated person that will assist with this in the Clerk's office.

The attached job description anticipates the newly hired staff member to be full-time and have benefits. Initially the position will be required to prepare, track and administer the option tax and later would support, assist and enforce the tax with local businesses.

FISCAL IMPACT

The full-time, benefited position would cost the city between \$66,000 and \$76,000 based on hourly wage upon hire. Most costs associated with this hire would be paid for by the income from the local option tax. Some of the cost would be shared with utilities since the position is expected to be able to assist all areas of city governance.

RECOMMENDATION

In order for the city to fully implement the local option tax, the city must hire additional help to fully implement this tax and to support the businesses who will be required to pay the tax. Staff recommends the council approve the job description for the Business and Tax Support Clerk with the starting pay wage between \$18-22/hour. Staff also recommends the following split for the position:

General Fund 70%	Water 10%	Sewer 5%	Electric 15%
\$46,000-\$53,000	\$6,600-7,600	\$3,300-\$3,800	\$9,900-\$11,400



JOB TITLE: **CLERK –BUSINESS AND TAX SUPPORT**
PAY RANGE: \$18-\$22 DOE
STATUS: F.T. HOURLY
BENEFITS: YES
SUPERVISOR: CLERK / TREASURER

General Statement of Duties:

This Deputy Clerk position will be the main point-of-contact and will handle all aspects of administering the local option tax for the city in conjunction with the City Council, City Clerk and City Administrator. At the start of this position, the Clerk will be responsible for supporting and educating businesses about the law, as well as preparing documentation, forms and other supportive materials to assist in this effort. As the position progresses, the clerk will be responsible for supporting businesses and ensuring continual compliance with the law. Additionally, this position is intended to be supportive of the City Clerk/Treasurer and all other duties in which He/She is responsible for.

This position is expected to last for 10 years, running in conjunction with the effective term of the local option tax ordinance, which will be in place from July 2023 through December 2033, after which the city cannot guarantee the position. The clerk will work at the discretion of the City Clerk/Treasurer but is also expected to take direction from the Mayor and City Administrator.

Specific Responsibilities:

1. Responsible for the development, implementation, and issuance of city local option permits.
2. Collect and enforce on behalf of the city clerk all records associated with the local option tax.
3. Perform audits of any business for the purpose of ascertaining the correctness or completeness of any return or payment.
4. Develop and/or create forms, supportive material, as well as online website content that administer the local option tax.
5. Responsible for maintaining city records, including creating and maintaining an up-to-date database system on businesses registration, payments and accounting.
6. Working under the City Clerk, the deputy clerk shall be accountable for ensuing compliance with both city ordinance and state requirements on administering local option tax.
7. When requested, the Deputy Clerk shall be responsible for providing and/or producing data, analysis, and projections regarding the use local option tax.
8. Understand state and local law around local option tax and advise when necessary, of any course of action necessary to take to remain in compliance with the laws.
9. All other duties as assigned.

Standards of Performance:

A successful candidate of this position will be able to demonstrate the following:

- The ability to work under limited direction and produce quality outcomes.
- How he/she is a problem solver for both existing and potential problems.
- Has the ability to communicate and work effectively with staff members, businesses, and the public.

- Works well under pressure, while meeting deadlines.
- Flexible but organized, and able to prioritize a variety of related and unrelated tasks.
- Act in a professional and courteous manner

Required Skills/Preparation, Education, and Experience:

High school graduate, or equivalent combination of education and experience. Must be proficient in database management software and be able to effectively communicate in both verbal and written words.

Preferred Skills and Knowledge

Experience in software such as Microsoft Publisher, Adobe illustrator or other like products is preferred.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: May 31, 2023
RE: Electric – Dam Relicensing and Consultant Services

On April 18 of 2023, Council passed a motion to request a scope and fees from HDR Engineering for services related to relicensing the Moyie Dam before our current license expires. Attached with this memo is a scope and contract for your consideration.

I have asked HDR to break the scope into three stages as you will see on page seven of the HDR proposal. Phase 1 of the work is required to be complete by May 31, 2024, at a firm proposed cost of \$180,000, while the other two phases have an estimated range of cost shown. Since this project is a long-term effort, with several variables that can affect cost, it was agreed by staff and HDR that firm scoping of the next phases should take place just prior to that work in the future.

I recommend that the City Council approve the attached scope and contract with HDR Engineering for \$180,000.

Please contact me with any questions you may have about this recommendation.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and HDR Engineering herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work: Complete tasks 1, 2, and 3 as outlined in CONTRACTORS attached proposal dated May 12, 2023, titled "Proposal For FERC Relicensing Moyie River Hydroelectric Project (FERC No.1991), that describes work associated with providing a Notice of Intent, Pre-Application Document, and Traditional Licensing Process request to the Federal Energy Regulatory Commission.

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

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

CONTRACTOR shall complete Tasks 1, 2, and 3 by May 31, 2024.

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

Total not to exceed \$180,000.00

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

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

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

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

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

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

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten

(10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
James R. Staples, Mayor

Its _____
(Title or Office)

ATTEST:

Deby Garcia, City Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry

Exhibit A

HDR Letter Proposal - Scope



May 12, 2023

Mr. Mike Klaus, PE
City Engineer
City of Bonners Ferry, ID
7232 Main Street #149
Bonners Ferry, ID 83805

**Subject: Proposal for FERC Relicensing
Moyie River Hydroelectric Project (FERC No. 1991)**

Dear Mr. Klaus:

HDR appreciates the opportunity to present this proposal to the City of Bonners Ferry, Idaho (“City”) for professional services associated with the upcoming Federal Energy Regulatory Commission (“FERC” or “Commission”) relicensing of the Moyie River Hydroelectric Project (“Moyie River Project” or “Project”). This proposal provides the scope of work, schedule, and recommended budget allowances for supporting the relicensing activities starting with initial strategic and process planning through the issuance of the City’s new FERC license for the 3.9-megawatt (“MW”) Project.

Relicensing Approach

HDR’s approach outlined below is based on over three decades of providing FERC relicensing services to the hydropower industry. Through this experience, HDR has developed a comprehensive understanding of FERC’s relicensing process and how to help our clients meet their relicensing goals and objectives. Our proposal to support the City with the relicensing of the Moyie River Project is based on our depth of experience and the relicensing tools and templates that we have developed and refined over the years, tailored to the specific characteristics of the Moyie River Project. Our approach to supporting the City with the upcoming relicensing will focus on the following aspects.

Leverage HDR’s Pacific Northwest Relicensing Experience and Staff – HDR recently developed the Final License Applications (“FLA”) for the Skagit River Hydroelectric Project and the Broadwater Hydroelectric Project, located in Washington and Montana, respectively. Through these proceedings, as well as other relicensing and hydropower compliance activities, HDR has a thorough understanding of the relicensing requests and conversations that the City will encounter throughout the proceeding. HDR is proposing a management team of Matt Wiggs and Jenna Borovansky to lead HDR’s team in support of the City. Matt and Jenna have extensive experience working with both the state and regional agencies that will be engaged in the proceeding and have experience working in Idaho state government agencies. In addition, HDR will be able to leverage a variety of local subject matter experts on an as-needed basis throughout the five-year proceeding.

Continuation of Current Operations – Given the Project’s limited generation and footprint, HDR recommends working with the Project’s stakeholders early on to create a shared understanding of the impacts of the Project and how FERC approaches setting the environmental baseline, for evaluation in a relicensing, as existing conditions.

HDR is Ready to Perform – Given FERC’s statutory requirement for filing the Pre-Application Document (“PAD”) and Notice of Intent (“NOI”) between November 30, 2023, and May 31, 2024, it is time to initiate planning for the relicensing process. Once the PAD and NOI are filed, the relicensing process is driven by a series of required filings and schedule milestones. Beneficial to the City will be to use the time before the initial filings to establish the relicensing strategy and define the City’s relicensing goals and objectives. HDR appreciates the importance of this pre-filing period and how a well-developed strategy can result in downstream cost savings. HDR is ready to begin this work immediately and will commit the appropriate resources to support the City during the initial relicensing tasks and throughout the relicensing proceeding.

1.0 Project Understanding

The Moyie River Project’s existing 30-year license was issued on June 9, 1999, with an effective date of June 1, 1999. Therefore, the Project’s existing license expires on May 31, 2029. Based on the Commission’s regulations, to obtain a new license for the Project, the City must file the NOI and PAD by May 31, 2024, and the FLA by May 31, 2027.

Given the Project’s run-of-river operations, what is known at this time, and conversations to date between the City and HDR, it appears that the Commission’s Traditional Licensing Process (“TLP”) may provide the City with the preferred alternative to obtain the Project’s new license cost-effectively. Therefore, HDR’s proposal is based on using the Commission’s TLP. If during initial strategic planning and stakeholder consultation the City decides an alternative process (e.g., the Commission’s Integrated Licensing Process) is more appropriate for the proceeding, the City and HDR will modify the proposed scope of work and budget allowances at that time.

2.0 Scope of Services

HDR proposes a scope with six tasks in support of relicensing the Moyie River Project. The Project is considered a Major Project, 10 MW or less, which requires an application for a subsequent license from the Commission pursuant to 18 Code of Federal Regulations (“CFR”) §4.61.

Task 1 – Project Initiation, Management, and Strategic Planning

- Meet with the City personnel to define the relicensing strategy and to identify the City’s relicensing goals and objectives.
- Document initial stakeholder issues and the approach to the relicensing process in table format.
- Obtain operating data and existing internal data from the City.
- Provide general administration and Project management, including schedule, budget management, and monthly invoicing with a list of activities performed.

- Participate in monthly conference calls with the City throughout the relicensing process.
- Provide strategic planning support throughout the relicensing process.
- Prepare for and participate in initial consultation meetings with the U.S. Fish and Wildlife Service (“USFWS”), the Idaho Department of Environmental Quality (“DEQ”), the Idaho Department of Fish and Game (“IDFG”), the Idaho State Historic Preservation Office (“SHPO”), and the Kootenai Tribe of Idaho.
- Provide for maintenance of the relicensing consultation record.

Task 2 – NOI and PAD

- Develop the relicensing distribution list.
- Prepare a PAD Questionnaire and distribute the Questionnaire to applicable stakeholders.
- Via a webinar, support consultation with primary stakeholders in support of using the Commission’s TLP.
- Prepare the NOI, PAD, and TLP Request for submittal to FERC and other applicable parties.
- Perform initial informal Section 7 and Section 106 consultation.
- File the NOI, PAD, and TLP Request with FERC by May 31, 2024.

Task 3 – Joint Agency Public Meeting and Study Plans

- Support the City with preparation for the Joint Agency Public Meeting, including preparation of the presentation.
- Prepare, file, and distribute the meeting notice.
- Prepare study plan methodologies to be presented during the Joint Agency Public Meeting.
- Participate in the Joint Agency Public Meeting and Site Visit, including presenting the PAD and study plan methodologies.
- Review the 60-day comments from the stakeholders.
- As necessary, revise and distribute the study plan methodologies.

Task 4 – Study Implementation and Study Reports

- Conduct studies and assessments consistent with the agreed-upon study plans (including permits to perform fieldwork and development of draft and final study reports). Since the exact number, type, scope, duration/timing, and extent of studies is not known at the time of this proposal, HDR and the City mutually recognize this scope will be refined once more information is known.

Task 5 – Draft License Application, FLA, Historic Properties Management Plan, and Biological Assessment

- Prepare a Draft License Application (“DLA”) for the Project pursuant to 18 CFR §4.61 consisting of an Initial Statement and Exhibits A, E, F, G, and H.
- Issue DLA to stakeholders for review and comment via electronic distribution.
- Develop responses to stakeholder comments on the DLA and incorporate them, if necessary, into the FLA.

- Development of draft biological assessment (“BA”) and draft historical properties management plan (“HPMP”).
- Prepare the FLA for the Project pursuant to 18 CFR §4.61 consisting of an Initial Statement and Exhibits A, E, F, G, and H.
- Provide one CD of the public version of the FLA to the local library.
- Develop the public notice of the FLA.

Task 6 – Post-FLA Filing Activities

- Support the response to potential Additional Information Requests (“AIR”) received from FERC.
- Prepare for and participate in consultation meetings with the USFWS and Idaho SHPO to discuss the finalization of the BA and HPMP, respectively.
- Finalize the BA and HPMP and file with FERC.
- Review FERC’s Notice of Application Ready for Environmental Analysis.
- Submit a Pre-Filing Meeting Request, participate in the Pre-Filing Meeting (if determined necessary), and prepare an Application for Water Quality Certification for submittal to the DEQ. Applications will consist of a cover letter, DEQ’s Request for Clean Water Act Section 401 Water Quality Certification completed form, and a copy of the FLA and subsequent AIR responses, if applicable.
- Review potential Preliminary Prescriptions and Recommendations.
- Review FERC’s Draft Environmental Assessment.
- Review FERC’s Orders Issuing the New License for the Project.
- As necessary, HDR will support the City with the development of written comments in response to the stakeholder/FERC-issued documents for filing with FERC.

3.0 Project Team

HDR proposes to assign the following core staff to perform this scope of work. Additional technical and administrative staff will support the relicensing effort as necessary throughout the process. Resumes for our core team and other staff who may support the relicensing proceeding can be provided upon request.

Matt Wiggs Project Manager
Jenna Borovansky Senior Advisor
Lisa Dosch Assistant Relicensing Specialist
Danielle Risse Senior Cultural Resources Specialist
Gaea Bailey Hydropower Regulatory Specialist
Simone Barley-Greenfield Hydropower Regulatory Specialist
Brooke Mechels Recreation Planner
Brandon Jones Sr. GIS Specialist
Dave Culligan Principal-In-Charge

4.0 Schedule

HDR proposes the use of the Commission’s TLP. Based on a PAD/NOI filing date of May 31, 2024, HDR proposes the following schedule. Of note, during the initial strategic planning activities to be performed, the City and HDR will review the May 31st initial filing date and schedule to confirm that these dates are consistent with the City’s relicensing goals and objectives. For example, the City and HDR may agree that an earlier PAD/NOI filing date (e.g., November 30, 2023) may be more appropriate.

Activity	Responsible Party	Regulation	Proposed Date
Stage 1 Consultation (Phase 1)			
File NOI, PAD, and request to use TLP; distribute to stakeholders	The City	18 CFR §5.3, 5.5, and 5.6	May 31, 2024
FERC issues TLP authorization and Notice of NOI/PAD filing	FERC	18 CFR §5.8(a)	Jul 15, 2024
File written notice of Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(i)	Aug 29, 2024
Hold Joint Agency Public Meeting	The City	18 CFR §16.8(b)(3)(ii)	Sep 13, 2024
File comments on PAD and study requests	Stakeholders	18 CFR §16.8(b)(5)	Nov 12, 2024
Stage 2 Consultation (Phase 2)			
Study scoping	The City	--	Winter/Spring 2025
Conduct studies	The City	18 CFR §16.8(c)(1)	2025
Submit draft study report(s) to stakeholders	The City	--	Winter 2025
Submit final study report(s) to stakeholders	The City	18 CFR §16.8(c)(4)	Fall 2026
Issue DLA to stakeholders	The City	18 CFR §16.8(c)(4)	Jan 1, 2027
File comments on DLA (within 90 days after issuance of the DLA)	Stakeholders	18 CFR §16.8(c)(5)	April 1, 2027
File FLA with FERC (no later than 2 years prior to the expiration of the license)	The City	18 CFR §16.9	May 31, 2027

5.0 Assumptions

Specific to the scope of work presented in Section 2.0 of this proposal, HDR’s cost estimate is based on the task-specific assumptions provided above and the following assumptions:

- The relicensing will utilize the Commission’s TLP.
- No substantive modifications to Project features or operations will be proposed or imposed as part of the relicensing proceeding.

- Copies of relicensing documents will be distributed to the relicensing stakeholders via email or through FERC's e-Library. If required, hard copies will be produced by the City.
- Draft versions of documents for the City's review will be provided to the City electronically for one round of review and revision before submission with FERC.
- The City will provide HDR with the existing Project-related documentation located at the facility. This documentation will be used in support of developing the PAD and performing initial strategic planning activities.
- HDR assumes that on-site stakeholder meetings will be limited to the site visit to be held concurrent with the Joint Agency Public Meeting and potential meetings during on-site fieldwork in support of the implementation of the study plans. HDR assumes remaining consultation meetings will be held in Coeur d'Alene, Bonners Ferry, or virtually.
- HDR assumes the Joint Agency Public Meeting will be recorded via WebEx in place of using a court reporter. If a court reporter is necessary, HDR assumes the City will provide it at no cost to HDR.
- HDR assumes the City will submit the FLA public notice to local newspapers at no cost to HDR.
- HDR assumes the current Exhibit F drawings accurately represent the current facilities and that the drawings meet the Commission's current requirements for Exhibit F drawings and revisions or updates to Exhibit F drawings are not included as part of this proposal.
- Given the Project's dam safety classification, HDR assumes that a Supporting Design Report ("SDR") will not be required. If FERC requires the development of a SDR, HDR can develop the SDR under an amendment to the scope of work and authorized budget.
- HDR assumes the existing Exhibit G drawings (approved by the Commission in the 1986 License) will need to be reviewed and recreated to meet the Commission's current requirements for Exhibit G drawings.
- Regarding the Exhibit F and G drawings to be developed, HDR has made the following assumptions associated with the update of the drawings. HDR believes that based on our experience with updating Exhibit F and G drawings that these assumptions are consistent with the likely procedure for developing the drawings and support a reasonable initial estimate based on what is known at this time.
 - HDR will not need to perform a title search in support of updating the drawings.
 - HDR will not need to perform a field survey.
 - No abutter notifications will be required.
 - The Exhibit G impoundment boundary is based on the existing drawings.
 - The development of metes and bounds will not be required.
 - Verification of as-built conditions is not included or needed.

6.0 Compensation and Performance of Services

HDR recommends that an initial budget of \$180,000 be established to support Phase 1 activities described in this scope of work as listed in the table below. HDR will provide a revised scope of work and updated budget estimate prior to notice to proceed with future phases. Estimates for Phase 2 and Phase 3 activities are included below for planning purposes only.

Task No.	Task	Initial Budgetary Allowance
Phase 1 (2023-2024)		
1	Project Initiation, Management, and Strategic Planning (2023-2024)	\$55,000
2	NOI and PAD (2024)	\$75,000
3	Joint Agency Public Meeting and Study Plans (2024)	\$50,000
	Phase 1 Total	\$180,000
Phase 2 (2025-2027) Estimate		
1	Project Management and Strategic Planning (2025-2027)	\$350,000 - \$450,000
4	Study Implementation and Study Reports (2025-2026)	
5	DLA (2026) and FLA (2026-2027)	
	Phase 2 Estimate Total	
Phase 3 (2027-2029) Estimate		
6	Post-FLA Filing Activities (2027-2029)	\$80,000-120,000

Individual task budgets represent HDR’s estimate of the labor required for the identified base relicensing activities; however, the City and HDR agree that HDR is authorized to shift funds between tasks as may be necessary to carry out the work to be undertaken and will not exceed the total estimated budget without prior written authorization from the City. If additional tasks, unforeseen conditions, delays, or Project circumstances beyond those anticipated here arise, an additional budget may be needed. Such a request would be the subject of an addendum to this scope.

Consistent with similar scope of works associated with the FERC relicensing of a hydropower project, this proposed scope of work and proposed budget allowances are based on the information available the time this proposal was prepared and in a manner consistent with generally accepted practices of the profession. In addition, unknown variables inherently exist within scopes of work and costs required to navigate the FERC relicensing process. The City and HDR realize that relicensing costs and efforts may vary from the current estimates because latent requirements may be identified during the process of this work. HDR cannot represent that the Project’s new license can be obtained for the recommended allowance. Therefore, throughout the relicensing process, (e.g., following receipt of study requests and finalization of the study plans) the City and HDR will track the budget associated with the relicensing support activities with the understanding that additional budget may be required for specific tasks, depending on the necessary effort. HDR will put forth our good faith professional effort to remain within the estimated budget while maintaining the City’s relicensing goals and objectives. If additional budget for specific tasks becomes necessary, the City and HDR will work together to address such budgetary needs promptly.

HDR will perform this work on a time-and-materials basis. Prior task orders have been written on the City's contract terms and conditions. Please provide a copy for HDR Legal review. HDR requests that this proposal and the terms and conditions be referenced in any purchase order issued to HDR in support of the proposed scope of work.

HDR will commence work upon receipt of a written authorization that includes HDR's scope of work, associated assumptions, and agreed-upon terms and conditions. Direct costs (photocopy, postage, subcontractors, etc.) will be billed at actual cost plus 5%. Invoices will generally be sent monthly. HDR reserves the right to adjust salaries once per year. For estimating purposes, the ranges shown in this proposal represent an approximate annual escalation which will be adjusted as the years progress.

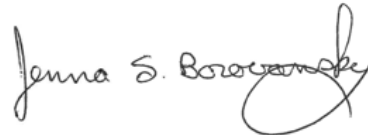
HDR appreciates the opportunity to support the City with the relicensing of the Moyie River Project and we look forward to your response. Should you have questions regarding this submittal or require additional information, please contact me at (509) 343-8426 or Jenna.Borovansky@hdrinc.com.

Respectfully submitted,

HDR Engineering, Inc.



Kate Eldridge
Senior Vice President and Idaho Area Manager



Jenna Borovansky
*Hydropower Regulatory and
Environmental Services Manager*

cc:



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 25, 2023
RE: Strategic Planning Exercise

Staff is seeking permission from Council to engage with a strategic planning consultant to assist the city in the next 5-10 years plan for its future through a strategic planning exercise.

A strategic plan is an internal action plan that is built from the city's other planning documents, including its annual budget. It is a tool that is used to define an organization's strategy and direction and to make important decisions about how to prioritize their resources. It follows a process that establishes a vision, considers the future environment, identifies actions to make it happen, and provides monitoring to ensure that goals are being met.

It is my belief that with this strategic plan in place, it will allow staff to bring forward projects and funding (with consideration given to prioritization) for this council and future councils. In effect, it will create more unity than strife between departments when we look to set our budgets year after year.

This process is anticipated to take around 6 months, and the cost or the type of services that this will provide is not subject to Idaho Code's selection process. Therefore, the City may decide based on its best interest. Staff has already communicated with two consultants regarding this task and expects that we will be able to bring forward a capable and competent consultant that will be able to complete this task to Council's expectations.

Included with this memo is an email from the City Administrator of the City of Jerome who touts the process as effective. I also included the 2020 plan that the city of Jerome completed as a basis of reference on what a strategic plan looks like.

FISCAL IMPACT

Staff anticipates the cost to range between \$15,000-\$20,000. Since the plan would include utilities and general fund, it is likely that a future contract with a prospective firm would include a cost sharing allocation amount by each department.

RECOMMENDATION

Staff recommends that the council authorize staff to bring forward a contract for a consultant to complete a 5 to 10-year strategic plan for the city.

Please let me know if you have any questions.

Lisa Ailport

From: Mike Williams <mwilliams@cityofjerome.org>
Sent: Wednesday, May 31, 2023 1:45 PM
To: Lisa Ailport
Subject: RE: Strategic Planning Process

Hello Lisa –

Yes, Kushlan Associates helped us with the formation of our strategic plan. We are actually due for an update to the plan, which we'll likely take on in a couple of years when we will likely have a new mayor.

The plan has been instrumental in the formation and implementation of our annual budget. The plan outlines vision, focus area, goals and objectives that we tie to our budget process. As we go through the process of putting our budget together, requests/projects must tie to a focus area of the strategic plan or it doesn't receive high consideration for funding. Since we went through quite the extensive public input process on our plan, it really helps with our community buy in to the budget. The plan also keeps our city council and staff attentive to our focus areas and helps us get back on track when we start going down a 'rabbit hole.'

I don't see any sort of drawbacks to going through a strategic planning process. Only major con would be going through a process and then putting the plan on a shelf and not referring to it again.

If you want a plan with a lot of community/stakeholder engagement I would probably budget around \$30-40k.

Hope this helps!

Mike

From: Lisa Ailport <lailport@bonnersferry.id.gov>
Sent: Tuesday, May 30, 2023 4:47 PM
To: Mike Williams <mwilliams@cityofjerome.org>
Subject: Strategic Planning Process

Hi Mike- I am working with my Council on strategies for why we should go through the exercise of completing a strategic plan. Diane Kushlan let me know that the city of Jerome recently completing this. Can you share with me what the pros and cons have been for your city after completing this task. What would you recommend setting for a budget for this type of plan?

Thanks for any insight you can provide. I do appreciate it!

Kindly,

Lisa M. Ailport, AICP
City Administrator

Direct Line: 208-267-4379
City Hall: 208-267-3105

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STRATEGIC PLAN



City of Jerome Strategic Plan

2015  2020  2030

Mayor David M. Davis

Councilmember Robert (Bob) Culver

Councilmember Christopher Barber

Councilmember Brent (Oop) Johnson

Councilmember Jason Peterson

City Administrator Mike Williams

Introduction

A Strategic Plan is an internal action plan. It is a tool that organizations use to define their strategy and direction, and make important decisions about their resources. It follows a process that establishes a vision, considers the future environment, builds consensus, identifies actions to make it happen, and provides continual monitoring to ensure that goals are being met. Strategic planning allows communities to control their future and align their resources with their top priorities. A strategic approach helps focus organizational energy avoiding diversion to less critical tasks. It establishes discipline in our processes, helping us know when to say “yes” to certain things and “no” to others as we are called upon to allocate resources. It provides a better understanding of the context and connection to the ultimate purpose for individual actions and budget decisions. It opens potential for partnerships with others who possess a stake in the achievement in the community vision.

As stewards of the community’s future, it is necessary for leadership to paint a picture of where we are headed and what our community will be in a designated time frame, say 15 years into the future. This is the vision that has been developed by the Mayor and City Council with a broad range of input from community stakeholders and the general citizenry.

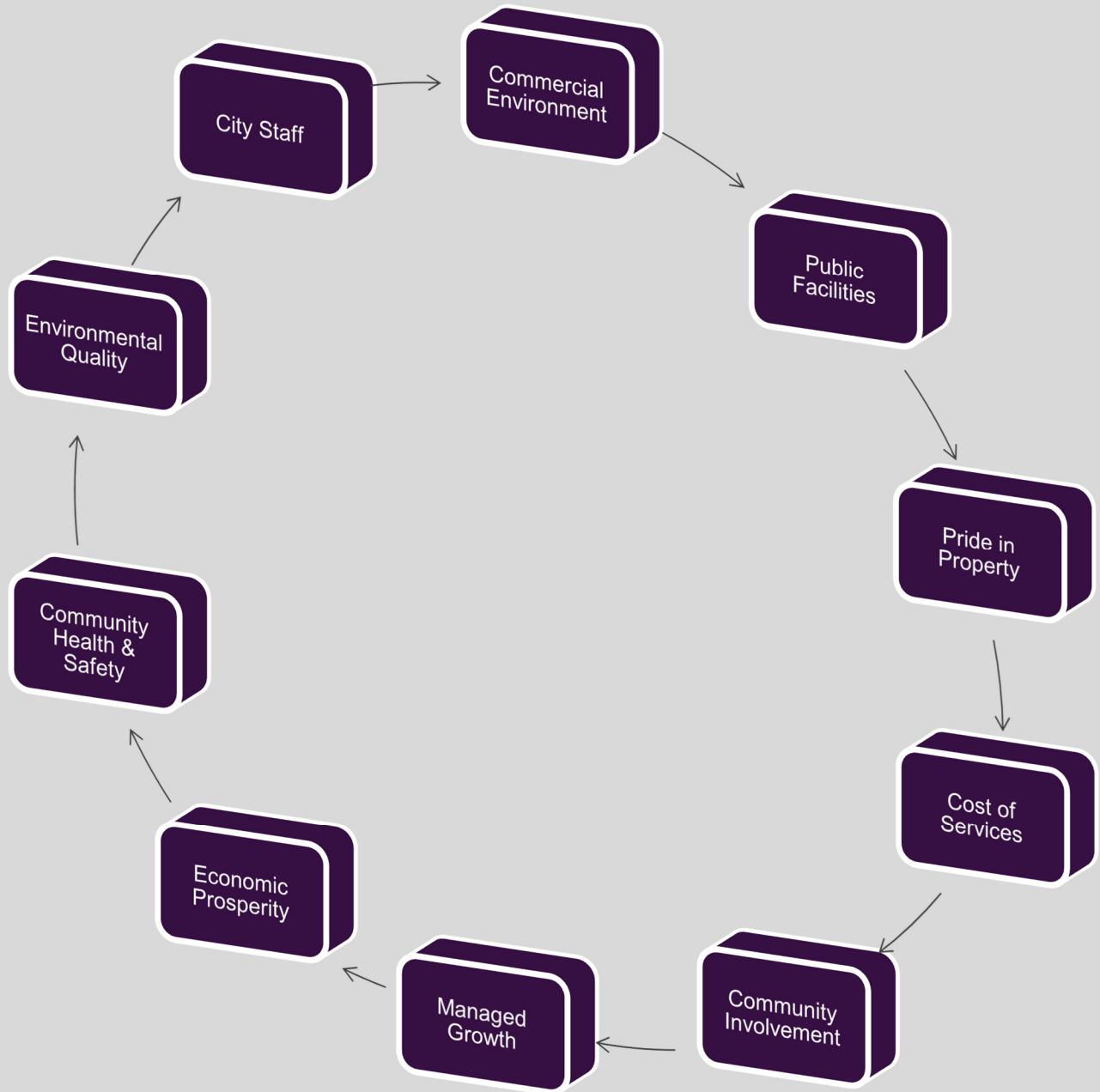
Process

The strategic planning process is designed to alter the way the City of Jerome does business, to provide a more deliberate method of connecting current decisions with the long-term vision of the community. As such a Strategic Planning document has been developed by the City Council that is intended to guide municipal decision-making. The Mayor and City Council could have chosen to use a closed process to develop the Plan, but they have determined that a much more inclusive and transparent process would best serve the broader interest of the community.

A multi-faceted approach to garner community input into the process was used over a six- month period. Interviews with a broad range of stakeholders tapped the views of many who have exercised leadership roles in Jerome over the years. More inclusive strategies were employed using a community survey distributed with the City’s utility bills and also made available on the City’s web site to facilitate the input of community members who elected to express their opinions about what the priorities of the city should be. Focus Groups were conducted with four identified segments of the community. A community forum, with an open invitation to all interested citizens, was held in February to allow participants to hear what community leaders as well as other Jerome residents and business people have to say about their vision for the future.

Based upon that input, the City Council directed the development of the Plan for their final consideration with the following focus areas:

1. Commercial Environment	6. Managed Growth
2. Public Facilities	7. Economic Prosperity
3. Pride in Property	8. Community Health and Safety
4. Cost of Services	9. Environmental Quality
5. Community Involvement	10. City of Jerome Staff



For each focus area, the Strategic Plan outlines the preferred vision, goals, and initiatives. Success factors to measure improvements, community partners, and city departments necessary for implementation.

Focus Area 1: Commercial Environment

2015 Condition:

Due to both national trends in the retail environment and regional issues, the traditional vitality of commercial activity in Jerome has eroded. National retailers whose presence on Main Street had extended over decades are gone. The majority of commercial activity remaining in the city is focused on the South Lincoln corridor. Survey results showed that the majority of shopping takes place in Twin Falls. Jerome is not alone in this experience. All over the country, traditional downtowns have declined while commercial activity has occurred along highways, in malls, or in big box retail centers.

Main Street is a part of the State Highway System (Idaho Highway 25). The reconfiguration of Main Street to a four-lane facility in 1998 reduced the amount of on-street parking. In 2013, a significant fire in the 100 Block of Main Street West destroyed two historic buildings fronting on Main Street.

The downtown commercial mix has evolved from a primarily retail area to one more focused on restaurants and bars with a significant presence of businesses focused on Hispanic clientele. Given national trends in retailing, the traditional mix of uses will not be reestablished. However, a new vision for downtown Jerome is needed.

A number of businesses exhibit varying levels of deferred maintenance and vacancies are prevalent in the downtown area. High level of concern was expressed regarding the future of Downtown Jerome and its impact on the balance of the community.

Preferred Future Vision:

A more self-reliant body of commercial activity exists in Jerome where a broad array of shopping choices is available for residents conveniently located within their community. Downtown Jerome has reestablished itself as a shopping and entertainment destination for Jerome residents and for the broader region. Downtown Jerome has taken advantage of its strategic location with good transportation access and central location in southern Idaho to position itself for sustained vitality.

Goal CE 1: Revitalize Downtown Jerome.

Initiatives:

CE1.1: Develop and implement a Downtown Jerome Revitalization Strategy.

- Downtown Redevelopment Plan.
 - Community, URA, and Chamber of Commerce input.
- Asset Assessment: Inventory publicly owned properties in and around downtown for potential reuse that would support revitalization effort.
- Review and update Parking Plan as needed.
- Review and update Traffic Study as needed.
- Business Development/Support Strategy: Review City regulations for impediments to investment in downtown Jerome.
- City/Business dialogue regarding Regulations.
- Marketing Data.

- Aesthetics.
 - Continued Code Enforcement.
 - Implementation of Landscaping Ordinance.

CE1.2: Continue support of events in the downtown area.

2-year Success Factors – Goal CE 1

- Continued support of events in downtown locations.
- Main Street beautification funded.
- Median agreement in place with Idaho Transportation Department.
- Citizens responding to downtown with Excellent or Good increased to 50% on next Community Survey.
- Block 55 and 56 being constructed or developed.
- Annual Report to City Council on progress.

Goal CE 2: Improve Jerome’s capacity to attract and retain commercial enterprises within the community.

Initiatives:

CE2.1: Develop a program for commercial business retention and attraction.

- Review City regulations for impediments to investment in Jerome.
- Asset Assessment: Inventory publicly owned properties in and around downtown for potential reuse that would support revitalization effort.
- Continue to work with and support private investment.
- Continue outreach to commercial businesses.

CE2.2: Assess infrastructure and plan for upgrades downtown.

2-Year Success Factors - Goal CE 2:

- Business Climate Assessment completed.
- Net increase in commercial establishments in Jerome.
- Annual Report to City Council on progress.

Focus Area 1 Partners:	
<ul style="list-style-type: none"> • City of Jerome • Jerome Urban Renewal Agency • Chamber of Commerce 	<ul style="list-style-type: none"> • Economic Development Organizations • Local Businesses • Other businesses
Staff Lead:	
<ul style="list-style-type: none"> • City Administrator 	<ul style="list-style-type: none"> • All Departments

Focus Area 2: Public Facilities

2015 Condition:

Over the past several years, the pace of growth has outrun the capability of the City to respond fully to its maintenance requirements and to expand the system capacity to keep up with a rapidly expanding population. The recent economic downturn has further limited the ability of the City to fund needed improvements.

Notable improvements have been made in the southern part of the city through the Jerome Urban Renewal Agency efforts and that Agency's jurisdiction has recently been expanded to include the central part of the city and part of the west end. A major investment to the wastewater treatment facility is underway; funded through a judicially confirmed bond issue and some improvements have been made to the water system. Additional investment is required in the water and sewer collection systems, but concern exists about the level of utility rates currently in place to support current or expanded efforts.

While much of the street system is adequate to serve existing and projected demand, certain areas with high traffic volume, especially areas with high levels of truck traffic show signs of significant wear calling for major maintenance if not total reconstruction. From the community comments, street striping is an issue. Sidewalks, where they exist are poorly maintained and much of the community was built without them. Many of the routes on which students walk to school have no sidewalks, forcing students to walk in the street competing with traffic, often on busy thoroughfares.

The parks and recreation mission is split between the City of Jerome and the Jerome Recreation District. The District owns and operates a recreation center located on South Lincoln and several active park areas, predominately dedicated to baseball and softball facilities. The City owns and maintains park areas as well. A response to the growing interest and demand for soccer facilities has yet to be formulated.

While a new fire station was constructed in 2004, no investment has been made in other municipal facilities in response to the growth in the community. The Police Department has been housed in a small and very old building located on South Lincoln Avenue. The City Council meetings are accommodated in a renovated building located at South Lincoln and Avenue A. The general administrative offices are housed in the City Hall located at Avenue A and Adams Streets, a facility that has served this purpose without addition since 1975 and is shared with the City's Fire Station #1. The City's maintenance operation functions out of the City Shop facility located on 820 4th Ave West. The operational facilities at the wastewater treatment plant are modern and functional reflecting the recent investment made in that service area.

With the exception of the new Fire Station #2 and the wastewater treatment plant, City operational facilities are obsolete and overcrowded and do not meet either current operational standards or in many cases even current building and access codes.

Preferred Future Vision:

A City Council Policy regarding level of service standards for all functions of municipal government exists and a fiscally supported maintenance and capital investment program is in place. A report detailing the condition of community infrastructure is an integral part of the annual City Council consideration of the update of the Capital Investment Plan. City streets are maintained, and new non-motorized facilities, sidewalks and bike paths have been expanded.

Goal PF 1: Improve capacity to maintain City-owned assets.

Initiatives:

PF1.1: Inventory City Owned Facilities and Properties.

- Street condition survey.
- Formalize and update sidewalk inventory.
- Water supply and distribution plans.
- Park condition survey through the National Citizen’s Survey.
 - Improve bathrooms, lighting, and memorial plaza.
- City office/maintenance facility condition and needs.

PF1.2: Adopt priority list for maintenance needs.

PF1.3: Identify funding mechanism to implement capital maintenance and improvement.

2-Year Success Factors - Goal PF 1:

- Inventory of City owned assets completed.
- Maintenance funding increased in all areas.
- Annual Report to City Council on progress.

Goal PF 2: Establish an implemented Capital Investment Program reflecting the infrastructure requirements of the service delivery programs.

Initiatives:

PF2.1: Based upon information provided in Goal PF 1, the City’s Comprehensive Plan, and other planning documents; develop a comprehensive Capital Investment Plan.

PF2.2: Develop an inventory of all funding sources available under State law and constitution with assessment of applicability to Jerome for Council consideration.

PF2.3: Identify a funding mechanism to provide resources to implement the Capital Investment Plan.

2-year Success Factors - Goal PF 2:

- Police Station under construction.
- Two connectivity projects completed.
- Capital funding decisions made.
- Capital Investment Plan adopted by City Council.
- Annual Report to City Council on progress.

Focus Area 2 Partners:

- | | |
|---|--|
| <ul style="list-style-type: none">• Consultants• Jerome Urban Renewal Agency | <ul style="list-style-type: none">• Jerome Recreation District |
|---|--|

Staff Lead:

- | | |
|--|---|
| <ul style="list-style-type: none">• Department Heads | <ul style="list-style-type: none">• Staff Members |
|--|---|

Focus Area 3: Pride in Property

2015 Condition:

For much of its 108-year history, Jerome viewed itself as a nice, well-kept market town serving its agricultural economic base. Well-maintained homes on tree-lined streets flanked an active and vibrant commercial area focused on Main Street. Over the years people have seen that vision change to a point where deferred maintenance, cluttered yards and vacant buildings have, in many people's opinion, become the new norm. This is seen by many as a diminution of community pride. This trend tends to reinforce itself into a negative spiral, further impacting not only "pride-of-place" but also the value of properties immediately surrounding the unmaintained property.

Preferred Future Vision:

A City Council adopted policy is in place expressing the community's expectations with respect to property maintenance. City resources are provided in the annual operating and capital budgets to support the stated expectations. Deferred maintenance, unmaintained properties and improperly stored vehicles and personal property, are seen as an uncommon situation in Jerome. The maintenance level of City-owned property serves as a positive example of Council expectations being met. Effective, community-based programs are in place to assist those whose physical and/or financial capabilities impede their ability to meet minimum expectations.

Goal PP 1: Improve condition of City-owned facilities, properties and equipment.

Initiatives:

PP1.1: Garden clubs/plant nurseries adopt public spaces for flower planting and maintenance.

PP1.2: Assess staffing levels and skills available.

- Consider temporary summer help to assist with workload spikes.
- Temporary employee to educate and enforce code in the Main and Lincoln Corridor.

PP1.3: Review contracting opportunities for enhanced maintenance levels.

2-Year Success Factors - Goal PP 1:

- Partnership agreement developed for garden clubs/nurseries.
- Staffing analysis conducted.
- Council decision regarding contracting services.
- Maintenance contracts in place as per Council direction.
- Annual Report to City Council on progress.

Goal PP 2: Improve the maintenance of commercial properties in Jerome.

Initiatives:

PP2.1: Maintain Code Enforcement Program as priority.

- Staffing Levels:
 - Continue temporary summer help to assist with workload spikes.

PP2.2: Develop a Community Relations Program.

- Continue to support and promote City Clean-Up Day with the Chamber of Commerce.

PP2.3: Mayor's Award (Develop incentives for commercial and residential property improvement).

- Establish award criteria for commercial and residential property improvement.

2-Year Success Factors - Goal PP2:

- Citizens responding to Code Enforcement with Excellent or Good increased to 50% on next Community Survey.
- Additional resources allocated if required.
- Continued community relations.
- Mayor’s program in place.
- Implementation of Landscape Ordinance.
- Annual Report to City Council on progress.

Goal PP 3: Improve the maintenance of residential properties in Jerome.

Initiatives:

PP3.1: Continue Code Enforcement Program.

PP3.2: Develop Community Relations Program.

PP3.3: Support volunteer efforts to provide cleanup/maintenance assistance for those who need it.

2-Year Success Factors - Goal PP 3:

- Education and communication with property owners.
- Additional resources allocated if required.
- Community relation effort functioning.
- Volunteer Program in place and functioning.
- Mayor’s award program functioning.
- Annual Report to City Council on progress.

Focus Area 3 Partners:

- | | |
|---|---|
| <ul style="list-style-type: none">• Residents• Landlords• Senior Center | <ul style="list-style-type: none">• Schools / Youth Groups• Churches |
|---|---|

Staff Lead:

- | | |
|---|---|
| <ul style="list-style-type: none">• Building Department | <ul style="list-style-type: none">• Planning and Zoning |
|---|---|

Focus Area 4: Cost of Services

2015 Condition:

In American society the cost of providing public services is almost universally viewed negatively. In Jerome, a recent decline in assessed values has driven tax rate increases while producing a declining yield of property taxes. While that is starting to recover, the values and lower tax rates experienced in the past decade have yet to produce the desired relief. In addition, the substantial investment in the wastewater treatment facility mandated by the federal government in response to violations of the City's operating permits have driven utility rates to new highs. The net effect on both the business and residential community has been noticeable and often controversial.

With relatively low incomes experienced by Jerome residents the capacity to support needed public expenditures can become strained. Yet at the same time, voters have recently approved bond issues to support new and expanded schools, a new jail for Jerome County and more recently a supplemental operating levy for the Jerome School District. The levies and bonds all required a super-majority for passage, so a high degree of community support was demonstrated.

A study serving as a basis for the consideration of the adoption of impact fees was conducted for the City of Jerome. After receiving and reviewing the report no further action was taken by the City Council.

Preferred Future Vision:

A City Council Policy is in place including levels of service to be provided to the community, mechanisms for assessing effectiveness of service provision, in-house provision of service versus contracting for services, potential partnerships, and appropriate level of tax and rate burden. The degree to which outside private and public funding sources are relied upon is defined. An annual cost of services report is included in the annual operating and capital investment budget consideration. The result of the successful implementation of this policy is the provision of acceptable levels of public services at cost levels sustainable by the community.

Goal CS 1: Maintain Competitive Fees and Property Tax Levels Within the City.

Initiatives:

CS1.1: Determine national models and best practices.

CS1.2: Develop local database of cost of service.

CS1.3: Develop cost burden analysis (property taxes and utility rates, impact fees, development fees).

CS1.4: Develop Benchmarks.

2-Year Success Factors - Goal CS1:

- Continue analysis.
- Annual Report to City Council on progress.

5-Year Success Factors - Goal CS1:

- Analysis completed.
- Benchmarks in place.
- Annual Report to City Council on progress.

Goal CS 2: Establish a program to pursue and secure outside funding sources from both private and public funding sources to support City priorities.

Initiatives:

CS2.1: Determine staffing for securing outside funding support.

CS2.2: Assess public and private funding sources for applicability to Jerome needs.

2-Year Success Factors - Goal CS2:

- ADA Ramp Grant.
- Ladder Truck Grant.
- Grant function assigned or contracted.
- Determined number of grant applications submitted and approved.
- Annual Report to City Council on progress.

Goal CS 3: Adopt and implement a City Council Policy clearly articulating parameters for considering alternate service delivery models (e.g.: contracting with other public entities, contracting with private entities, partnerships with other public entities).

Initiatives:

CS3.1: Develop evaluation criteria.

CS3.2: Develop priority list for consideration.

CS3.3: Conduct review(s) and report to Council.

2-Year Success Factors - Goal CS 3:

- Evaluation criteria adopted.
- All municipal functions evaluated.
- Annual Report to City Council on progress.

Focus Area 4 Partners:

- | | |
|--|---|
| <ul style="list-style-type: none">• Jerome 20/20• Consultants | <ul style="list-style-type: none">• Public Funding Entities• Private Foundations |
|--|---|

Staff Lead:

- | | |
|--|--|
| <ul style="list-style-type: none">• Finance Department | <ul style="list-style-type: none">• All Department Heads |
|--|--|

Focus Area 5: Community Involvement

2020 Condition:

Traditionally a tightly-knit community is valued for its "small-town-feeling". Active participation in civic affairs and community events varies widely with Jerome's population. Lack of community engagement is particularly troublesome when the community faces a growing number of challenges that will require a knowledgeable and involved community for successful resolution.

With 33% of its population under 18 years of age, Jerome demonstrates a significantly younger demographic than the state as a whole and estimates of school-age Latino population approaches 50%. Thus, issues effecting youth have a high significance in Jerome.

Over 34% of Jerome's population is Latino. Many see the Latino community as being disassociated with the broader community with limited interaction and low participation rates in civic affairs. A substantial percentage of those who have come to Jerome have yet to pursue or achieve US citizenship further limiting their capacity for constructive community involvement.

While the number of those living in Jerome who are over 65 years of age is lower than statewide percentages, they are engaged in civic activities at a high rate and, as with national trends, their numbers are expected to further increase at an escalating rate.

Preferred Future Vision:

Attention has been given to those segments of the population in need of special emphasis or enhanced services leading to greater inclusion in the community. Strong interagency partnerships have been developed assuring a broad-based focus on education, health, activities and other issues.

The City of Jerome addresses issues of accessibility of all segments of the community to decision-making, transparency of public processes and accountability. Successfully addressing the needs of our community is an asset in recruiting new business to locate in Jerome.

Goal CI 1: Provide community involvement opportunities for all segments of the community.

Initiative:

CI1.1: Maintain Comprehensive Outreach Programs.

- Participate in community events.
- Quarterly meetings with student leadership with high school and middle school.
- Social media presence.
- Designated Staff liaison with identified groups:
 - Latinos
 - Spanish radio broadcast
 - Seniors
 - Chamber of Commerce
 - Lunches/ambassador
 - Promise Partnerships

- CSI
- Jerome Recreation District
- Specific Businesses/Industries

CI1.2: Provide learning/engagement opportunities for youth within City departments.

2-year Success Factors - Goal CI 1:

- Established quarterly meeting with student body leadership.
- Continued support of community events.
- Increased social media presence.
- Continued staff liaison outreach program.
- Annual Report to City Council on programs.

5-year Success Factor – Goal CI 1:

- The result has been an improved level of understanding and confidence in decisions made by City Officials as well as voter support for additional resources when such need can be adequately demonstrated.

Goal CI 2: Improve educational outcomes for young people in Jerome.

Initiatives:

CI2.1: Continue family literacy programs offered through the Jerome Public Library.

CI2.2: Explore after-school and evening tutoring program offered by the Jerome Library (possibly staffed by retired teachers / qualified seniors).

CI2.3: Continue partnerships developed between school district, CSI, and businesses that focus on skills and training necessary for career readiness.

2-year Success Factors - Goal CI 2:

- Funding in place to support expanded Library Programs.
- Report to City Council on expanded Library Programs.
- All city departments report to City Council on participation in high school career readiness events.

Goal CI 3: Support community activities and events.

Initiatives:

CI3.1: Support programs and activities that attract participation from all segments of the community.

2-year Success Factors - Goal CI 3:

- Continued support of Sunset Market, Movies in Park, Christmas in Jerome, Freedom Fest, Joe Mama's, Trunk or Treat Main Street, cross cultural events.
- Continued support and partnership with the Jerome Recreation District.

Goal CI 4: Support the seniors in the community.

Initiatives:

CI4.1: Work with the staff liaison of the senior center to identify and provide support with the transportation, medical and nutrition needs of the senior population.

CI4.2: Support and organize volunteers to assist seniors.

2-year Success Factor - Goal CI 4:

- Needs of seniors are understood and supported.
- Library provide focused programs/presentations based on interests and needs.
- Annual Report to City Council on progress.

Focus Area Partners:

- | | |
|---|--|
| <ul style="list-style-type: none">• Community Spirit Committee• Jerome School District• Jerome Recreation District• Jerome Senior Center• Target Groups• Civic Groups• Media Reps• U of I Extension Office | <ul style="list-style-type: none">• Chamber of Commerce• College of Southern Idaho• Churches• Hospitals• South Central Idaho Health District• Jerome County• Civic Groups• Veterans Group |
|---|--|

Staff Lead:

- | | |
|---|---|
| <ul style="list-style-type: none">• Library Director• City Clerk• Fire Department | <ul style="list-style-type: none">• Planning & Zoning• Police department |
|---|---|

Focus Area 6: Managed Growth

2015 Condition:

During the recent economic recession, the rapid population growth experienced in the previous period leveled off. There is a generally held belief that with economic recovery, significant growth can again be expected. While most observers question whether the 6% annual growth rate encountered in prior decades will extend into the future, rates are expected to surpass recent recession-era growth rates.

A major concern expressed by all involved in the planning process revolves around whether and how the highly valued "small-town feel" of Jerome can be maintained as the population increases.

Preferred Future Vision:

The City's Comprehensive Plan has been updated to ensure its consistency with The Community Strategic Plan and adequately expresses the outcomes expected of both private and public investment. Regulatory mechanisms have been reviewed and updated to ensure that those rules support the realization of community goals and that their application and enforcement encourage, support and facilitate achievement of stated objectives. Growth is managed in a way that maintains an acceptable level of community services.

Goal MG 1: Ensure that the anticipated level of growth in the community is accommodated in a manner that supports clearly articulated community values.

Initiatives:

MG2.1: With involvement of the development industry and other community stakeholders, revise zoning, design, subdivision and building codes for consistency with revised Comprehensive Plan.

MG2.2: Conduct educational sessions with development community, business and neighborhood groups regarding the provisions of the revised Comprehensive Plan.

2-year Success Factors - Goal MG 1

- Community acceptance of code changes.
- City municipal codes updated.
- Training sessions conducted.
- Annual Report to City Council on progress.

Focus Area 6 Partners:

- | | |
|--|---|
| <ul style="list-style-type: none">• Developers• Consultants | <ul style="list-style-type: none">• Neighborhoods• Business Groups |
|--|---|

Staff Lead:

- | | |
|---|---|
| <ul style="list-style-type: none">• Planning & Zoning | <ul style="list-style-type: none">• City Engineer |
|---|---|

Focus Area 7: Economic Prosperity

2015 Condition:

The City of Jerome, in partnership with its Urban Renewal Agency and other economic development entities have seen impressive growth in the community's job base over the past several years. The recent period of economic recession has slowed success in this effort but renewed signs of growth in this area have been noted.

While the number of jobs has increased, there is concern expressed regarding the predominance of jobs being created at the lower end of the wage spectrum. This is reflected in the high rates of poverty in the community and the relatively low level of household income.

A relatively high tax burden on a population experiencing low level incomes suggest that meaningful expansion of resources to support needed public service commitments must, in part, be derived through the expansion of the tax base through investment in commercial and industrial enterprises.

Preferred Future Vision:

A City Council Policy has been adopted defining the City's role in expanding economic opportunity in Jerome. Strategies and programs in support of the defined City role are in place and functioning effectively. The job base has expanded and the average compensation levels have increased. Indices associated with poverty levels have improved across the board.

Goal EP 1: Improve the quality of jobs available to Jerome residents.

Initiatives:

EP1.1: Maintain and support partnerships with economic development organizations focusing on Jerome, the Magic Valley and the State of Idaho.

- *Maintain strategies with our economic development partners.*

EP1.2: Maintain support for the Jerome Urban Renewal Agency.

- Maintain formal operating agreement with the JURA.

2-Year Success Factors - Goal EP 1:

- On-going funding of economic development efforts.
- Update formal operating agreement between City of Jerome and JURA.
- Annual Report to City Council on progress.

Goal EP 2: Improve the average household income of Jerome residents.

Initiatives:

EP2.1: Support educational institutions in their efforts to increase high school graduation rates and post high school education.

- Explore partnerships between school district, industry, and CSI that focuses on skills and training necessary for career in food science and/or technology.

EP2.2: Support economic development efforts to generate jobs paying wage rates that will increase the average household income in Jerome.

- *Create policy statement on offering incentives to business development (what level of investment or job creation/wages).*

2-Year Success Factors - Goal EP 2:

- Number of new jobs created above 2015 wage rates.
- Reach out to DOL for annual reports for job growth and wages.
- Annual Report to City Council on progress.

Goal EP 3: Continue to Improve the business climate within the City of Jerome ensuring those businesses already located within the Community can prosper here and choose to expand in Jerome.

Initiatives:

EP3.1: Conduct a business climate analysis of Jerome every three years.

- *Gauge interest and cost of high education organization to perform study.*

EP3.2: Develop a program to improve the business climate in Jerome in response to any deficiencies noted in the business climate analysis.

2-Year Success Factors - Goal EP 3:

- Business Climate analysis conducted.
- Work program developed to respond to deficiencies.
- Address deficiencies from the business climate analysis.

Focus Area 7 Partners:

- | | |
|---|---|
| <ul style="list-style-type: none">• Jerome County• Jerome School District• Neighborhood Representatives• College of Southern Idaho | <ul style="list-style-type: none">• Boise State University• Chamber of Commerce• Economic Development Organizations |
|---|---|

Staff Lead:

- | | |
|--|---|
| <ul style="list-style-type: none">• City Administrator | <ul style="list-style-type: none">• Planning & Zoning |
|--|---|

Focus Area 8: Community Health and Safety

2015 Condition:

Jerome is viewed as a safe and relatively calm place to live and raise a family. Public safety services are highly regarded and continued focus on that high level of service is desired. The high cost of providing these services to an expanding population coupled with competing fiscal demands will present and on-going challenge for community decision-makers.

Community surveys reflect a troublesome level of health outcomes in the community placing Jerome in the lower quartile of counties in Idaho. Attention to the issues reflected in this data suggests a broad-based interagency approach that may require new levels of collaboration than previously witnessed in Jerome.

Preferred Future Vision:

City Council Policies regarding Public Safety and Community Health are in place and being implemented. Indices of community safety remain positive and a high level of community interaction with public safety personnel has produced on-going public support for these efforts. A community-based focus on improved health outcomes for all populations in the community has shown improved scores on all indices.

Goal CHS 1: Maintain high quality public safety services to the community.

Initiatives:

CHS1.1: Maintain and enhance when possible support for public safety services in Jerome.

CHS1.2: Enhance levels of communication between public safety agencies and the people they serve.

2-Year Success Factors - Goal CHS 1:

- Improvement in outcomes from statistical data and National Citizen Survey.
- Continue to support public safety programs.
- Annual Report to City Council on progress.

Goal CHS 2: Support healthy opportunities for Jerome Citizens.

Initiatives:

CHS2.1: Connectivity and walkability.

CHS2.2: Support recreation district.

CHS2.3: Support St. Luke's Community health initiatives.

2-Year Success Factors - Goal CHS 2:

- Mayor's Walking Challenge Improved outcomes from Robert Wood Johnson Survey and National Citizen Survey.
- Annual Report to City Council on progress.

Focus Area 8 Partners:

- | | |
|---|--|
| <ul style="list-style-type: none">• Chamber of Commerce• St. Luke's Hospital | <ul style="list-style-type: none">• Jerome Recreation District• College of Southern Idaho |
|---|--|

- South Central Idaho Health District

- Jerome School District

Staff Lead:

- Police Department
- Public Works
- Planning & Zoning

- Fire Department
- Building Department

Focus Area 9: Environmental Quality

2015 Condition:

The provision of appropriate levels of water and sewer service has presented substantial challenge to Jerome in recent years. Subject to enforcement action by the US Environmental Protection Agency, the City has made and continues to make significant investment in its wastewater treatment facility. These investments have driven utility rates to controversial levels. Water system improvements are also needed but resources to respond to this need are constrained.

Future residential, commercial and industrial growth is critically linked to the ability of the community to effectively respond to their obligations in this area.

Preferred Future Vision:

A City Council Policy is in place directing the City's efforts in environmental stewardship focusing on water, sewer and solid waste services. Plans are in place leading to implementation of this policy and all City services are in strict compliance with relevant state and federal requirements.

Goal EQ 1: Maintain and expand the City's commitment to the operation of municipal services and utilities in a manner consistent with state and federal requirements and local policy.

Initiatives:

EQ1.1: Maintain the current level of effort in improving the performance of the Jerome wastewater treatment facility.

EQ1.2: Adopt and implement the water system master plan.

EQ1.3: Explore affordable community recycling efforts.

EQ1.4: Adopt and implement wastewater master plan.

2-Year Success Factors - Goal EQ 1:

- Reduced permit violations from industries.
- Water and Wastewater System Master Plans adopted.
- Recycling efforts supported when feasible.
- Annual Report to City Council on progress.

Focus Area 9 Partners:

- | | |
|--|---|
| <ul style="list-style-type: none">• Idaho Power• Idaho Department of Environmental Quality• US Environmental Protection Agency | <ul style="list-style-type: none">• Jerome County• Solid Waste Contractor• North Side Canal Company |
|--|---|

Staff Lead:

- | | |
|--|--|
| <ul style="list-style-type: none">• Wastewater• Engineering | <ul style="list-style-type: none">• Public Works |
|--|--|

Focus Area 10: City of Jerome Staff

Preferred Future Vision:

City of Jerome employees clearly understand the mission, vision, and focus areas of the organization. Employees consult and work in partnership with elected leadership in communicating clear policy directives that set the framework for the City's most important asset, its employees. In a shared aspiration to achieve the goals of the organization, partnerships with public and private entities will be utilized where the Jerome community gains a competitive advantage from our collaborative efforts.

The City will invest in actions that support public service with integrity and transparency through an efficient workforce of skilled and equitably compensated team of public servants.

Goal CJS 1: Improve organizational excellence and enhance service delivery to the City's residents, businesses and industries.

Initiatives:

CJS1.1: Align community needs, policy, and staffing needs based on community expectations and desired levels of service to achieve strategic objects and priorities.

CJS1.2: Educate and provide opportunity for skill building through training, needed tools and career development.

CJS1.3: Continually research and test available technology to provide enhanced customer service.

CJS1.4: Provide a safe working environment through continued workplace safety meetings, harassment training and background checks.

2-Year Success Factors – Goal CJS 1:

- Annual customer service training.
- Annual Report to City Council on progress.

Goal CJS 2: Demonstrate commitment to employee development and retention.

Initiatives:

CJS2.1: Develop and maintain an equitable compensation and benefit program that enables recruitment and rewards and encourages high performance.

CJS2.2: Encourage and support employee professional development with tuition assistance and employee training.

CJS2.3: Continue employee health and financial wellness education.

2-Year Success Factors – Goal CJS 2:

- Funded and annually adjusted compensation model.
- Acceptable turnover rate.
- Annual Report to City Council on progress.

Goal CJS 3: Maintain a financially prudent, transparent, and accountable workforce.

Initiatives:

CJS3.1: Develop and implement a performance measurement and monitoring system.

CJS3.2: Continue professional administrative and operational oversight for city functions.

CJS3.3: Develop programs to assist in monitoring and providing input on state and federal level matters that effect the community, City and resources.

CJS3.4: Continue salary survey study for all staff.

2-Year Success Factors – Goal CJS 3:

- Implemented and measurable performance system.
- Salary survey study conducted.
- Annual Report to City Council on progress.

Focus Area 10 Partners:

- | | |
|---|---|
| <ul style="list-style-type: none">• State and National Associations• ICRMP | <ul style="list-style-type: none">• College of Southern Idaho• Department of Labor |
|---|---|

Staff Lead:

- | | |
|---|---|
| <ul style="list-style-type: none">• City Administrator• Finance Department | <ul style="list-style-type: none">• Human Resources |
|---|---|



City of Bonners Ferry Police Department

7232 Main Street • P.O. Box 149 • Bonners Ferry, ID 83805
Phone: 208.267.2412 • Fax: 208.267.4398

Mayor and City Council Members,

We have received our admin assistant resignation, and her last day is July 14. I would like to advertise part-time position of admin assistant/evidence tech and data entry and hire an individual before the July 14th departure date. I think it is imperative to have an overlap for training the replacement of 1 to 2 weeks for training.

We would like to eliminate the medical and keep hourly wage not to exceed 20 hours per week. The savings realized for our budget will be around \$9,000 annually at the current cost of medical insurance.

My recommendation is we advertise for the Police Admin Assistant as soon as possible for the open position.

A handwritten signature in black ink, appearing to read "BZ", is written above the printed name.

Brian Zimmerman
Chief of Police
Bonners Ferry



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: May 25, 2023
RE: Setting Dates for FY2024 Budget Workshops

The FY2024 budget workshop season is upon us, and staff needs to get clarity from council on the dates and forum you'd like to host the workshops in. Staff suggests meeting soon to establish the background and provide direction to staff on making across the board and wholistic changes to the budget. After which the council may elect to hold more consistent meetings or just plan as it goes.

The first meeting suggested by staff would be starting the second Tuesday in June, on June 13, 2023, and meeting every other week thereafter.

RECOMMENDATION

Staff recommends having the first budget workshop on Tuesday, June 13, 2023, at City Hall and then meeting every other week thereafter unless otherwise scheduled by the Council.

Please let me know if you have any questions.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: May 31, 2023
RE: Sewer – Highway 95 Crossings

In November of 2022 the City engaged HMH Engineering to look at the feasibility of completing some sewer crossings under Highway 95 while the current project is under construction. The contract with HMH was for \$6,500 and some workable options were found by HMH. However, the contractors' quote to complete those crossings were very high, and the City has been looking at other options for serving one of the locations that is in the process of being annexed by the City.

Staff has requested a quote for HMH to complete the design of the option that appears to be best for serving a newly annexed location. Since the work is similar in nature to the work previously completed by HMH, staff is proposing to extend the existing contract with them by \$3,500 to complete design of the proposed new main.

I recommend extending the current contract with HMH engineering by \$3,500 to complete design of a new sewer main, bringing the contract total to \$10,000.

Thank you,

Mike

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is entered into effective this ____ day of _____, 2022, between HMH, LLC, an Idaho limited liability company (“HMH”), and City of Bonners Ferry (“CLIENT”).

This Agreement consists of the following documents which are incorporated herein by reference:

- a. Terms and Conditions (Exhibit A);and
- b. Scope of Work and Cost Estimate (Exhibit B)
- c. Rate Schedule (Exhibit C).

IT IS HEREBY AGREED by and between the undersigned as follows:

1. Scope of Engagement. Client has engaged HMH to perform the following described services (collectively “Services”)

- Review feasibility for sewer and water crossings of US-95, preparing plans if feasible, described in the Scope of Work (Exhibit B).

The services outlined above are to be performed in connection with the connection of City sewer, owned by Client. Should the scope of the Project be changed by circumstances beyond the control of HMH, the parties shall renegotiate the terms and conditions of HMH’s engagement, including scope of services and Rate of Compensation.

We have agreed that our engagement is limited to performance of the services described above. Our acceptance of this engagement does not involve an undertaking to perform any services other than those outlined above. We may agree with you to limit or expand the scope of our representation from time to time, provided that any such change is confirmed in writing.

a. Exclusions. Services that are not included in the Scope of Engagement, but may be provided at additional expense, are as follows:

- i. Bidding documents.
- ii. Construction advertisement.
- iii. Construction observation.
- iv. Special Provisions

b. General Assumptions. The Scope of Work outlined above is subject to the following general assumptions made by the parties hereto:

- i. City will negotiate with US-95 contractor to perform work.
- ii. QLPE Process

c. Course of Construction. If the Scope of Engagement does not include construction phase services for this project, Client acknowledges that it assumes all


responsibility for interpretation of the project documents and for construction observation and waives any claim against HMH in connection with same.

1. Fees. HMH shall be compensated for all Services as outlined above on a time and materials basis not to exceed without written authorization in accordance with the Cost Estimate (Exhibit B) and Rate Schedule (Exhibit C).

HMH shall perform the services in exchange for time and materials fee of \$6,500.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

HMH, LLC
3882 N. Schreiber Way, Suite 104
Coeur d'Alene, ID 83815

By: 
Name: Alexander M. Hall
Member

City of Bonner Ferry
7232 Main Street
P.O. Box 149
Bonners Ferry, ID 83805

By: _____
Name: _____
Title: _____

EXHIBIT A

TERMS AND CONDITIONS

1. Fees. Our current billing rates for the professionals that are likely to work on this Project are outlined in Exhibit B. The fees that we charge for our services are based on a variety of factors, the most important of which is the amount of time spent on a particular engagement by our professionals. Our billing rates are subject to change from time to time, with 30 days advance notice. Other factors also may be taken into consideration in determining our fees, including the novelty and complexity of the engagement; the skill requisite to perform the services properly; the experience, reputation, and ability of those performing the services; the time limitations imposed by you or the circumstances.

a. Alternate Fee Arrangements. There are circumstances in which we may provide professional services to you other than on a standard hourly rate arrangement, for example, on a flat-fee basis for certain well-defined services, or other alternate fee basis when appropriate. Any service arrangements other than our standard hourly rates will be effective only after we have discussed the arrangements with you, you have approved the arrangements, and the details of the arrangements have been confirmed in a written fee agreement between you and us.

2. Costs. During the course of performing the Services for you, we may be obligated to make payments to third parties for various services. You will be responsible to reimburse us for any third-party charges which we may advance on your behalf. Examples include government and quasi-governmental agency fees, filing and recording fees, significant document duplication projects, overnight or express mail services, charges for outside consultants and research services, and travel expenses. In some circumstances, arrangements with your approval may be made for third parties to bill you directly for those costs. We will not charge you for certain internal services that we provide in connection with our Services (e.g., routine duplication, postage, faxing, and long-distance charges). We will itemize in detail any costs and charges that we advance on your behalf in the invoices that we send to you.

3. Retainer. We may ask clients to provide an advance deposit with our firm, typically equal to the fees and costs likely to be incurred during a two-month period. We also reserve the right to require additional deposits in advance of undertaking a substantial amount of work. Unless otherwise agreed, any advance deposits will be held in trust for application to the final invoice for the work undertaken under this Agreement. Upon request, we will provide you with an accounting of all monies held in trust.

4. Estimates of Fees and Costs. HMH will, to the best of its ability, perform the Services and accomplish the objectives defined in this Agreement within any written cost estimate provided by HMH. Client recognizes that changes in scope and schedule, and unforeseen circumstances can all influence the successful completion of Services within the estimated cost. The use of an estimate of fees or of a "not to exceed" limitation is not a guarantee that the Services will be completed for that amount; rather, it indicates that HMH shall not incur fees and expenses in excess of the estimate or limitation amount without obtaining

Client's agreement to do so.

5. Payment of Invoices. Our standard practice is to issue invoices monthly for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice, and our firm will charge a late payment fee of 1 1/2% per month (18% per annum) on invoices not paid within 30 days of receipt. Please bring any questions about inaccurate, inappropriate, or uncertain charges to the attention of the supervising engineer responsible for your engagement, within 30 days of the date of the invoice in question. Typically, we are able to resolve billing questions and problems promptly to the satisfaction of our clients with little inconvenience or formality. HMH reserves the right to exercise statutory lien rights to secure any sums due without prior notice.

6. Standard of Performance; Disclaimer of Warranties.

a. Level of Services. HMH offers different levels of professional services to suit the desires and needs of differing projects and clients. Although the possibility of error can never be eliminated, more detailed and extensive Services yield more information and reduce the probability of error, but at increased costs. Client must determine the level of Services adequate for its purposes. Client has reviewed the Scope of Engagement and has determined that it does not need or want a greater level of Services than that being provided.

b. Standard of Care. Subject to the limitations inherent in the agreed Scope of Engagement as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, HMH will perform its Services consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the Services are performed.

c. No Warranty. No warranty, express or implied, is included or intended by this Agreement.

7. Changed Circumstances. If HMH discovers conditions or circumstances that it had not contemplated at the commencement of this Agreement and/or which are inconsistent with the general assumptions of the parties as articulated herein, HMH will notify Client in writing of the changed conditions. Following notification, Client and HMH shall renegotiate the terms and conditions of this Agreement in good faith. If HMH and Client cannot agree upon amended terms and conditions within 30 days after notification of the changed conditions, HMH may terminate this Agreement and shall be compensated for all work performed as of the date of termination.

8. Hazardous Environmental Conditions of Materials. HMH's services exclude any services related to hazardous materials or a hazardous environmental condition, including hazardous materials as defined by federal, state and local law. Discovery of hazardous materials after the date of execution of this Agreement mandates renegotiation of HMH's scope of work or suspension or termination of services.

9. Assistance with Permits, Governmental Approval. If the Scope of Engagement includes assistance with seeking governmental permits and/or approval, Client understands and agrees that HMM does not warrant or guarantee that any permits or approvals will be acted upon favorably by the appropriate agency. Should Client have any questions regarding applicable laws, regulations, or laws, including but not limited to a determination of which permits or approvals are required for the Project, it agrees that it shall seek independent legal advice. Absent specific directives from the Client to do so, HMM shall have no liability for failing to apply for any requisite governmental permits or approval for the Project.

10. Advise About Possible Outcomes. Either prior to or at the commencement of our engagement, we may have expressed opinions or beliefs concerning the engagement, possible designs, courses of action, and results. Any such statements made are intended to be an expression of opinion only, based upon information then known or available to us, and should not be construed as a promise or guarantee of a particular result or outcome.

11. Opinions of Construction and Project Costs. HMM may be asked to provide opinions of probable construction or Project costs as part of the professional services under this Agreement. Client acknowledges that construction and project development are subject to many influences that are not subject to precise forecasting and are outside of HMM's control. Client understands and agrees that: HMM has no control over the cost of labor or materials furnished by others or market conditions; HMM's opinions of probable cost are based on HMM's experience and judgment; HMM does not guarantee or warrant that bids or estimates prepared by contractors will not deviate from opinions of probable cost provided by HMM; and HMM is not responsible for variations between actual construction bids or costs and HMM's opinions regarding probable construction costs.

12. Allocation of Risk.

a. Indemnification of Client. Subject to the provisions and limitations of this Agreement, HMM agrees to indemnify and hold harmless Client, its shareholders, officers, directors, employees, and agents from and against any and all claims, suits, liabilities, damages, expenses (including without limitation reasonable attorney's fees and costs of defense), or other losses (collectively "Losses") to the extent caused by HMM's negligent performance of its Services under this Agreement.

b. Indemnification of HMM. Client will indemnify and hold harmless HMM Entities from and against any and all Losses to the extent caused by the negligence of Client, its employees, agents and contractors. In addition, except to the extent caused by HMM's sole negligence, Client expressly agrees to defend, indemnify and hold harmless HMM Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

c. Consequential Damages. Neither Client nor HMH will be liable to the other for any special, consequential, incidental damages or penalties, including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, or inventory, or for use charges, cost of capital, or claims of the other party and/or its customers.

d. Continuing Agreement. The indemnity obligations and the limitations of liability established under this Agreement will survive the expiration or termination of this Agreement. If HMH provides Services to Client that the parties do not confirm through execution of an amendment to this Agreement, the obligations of the parties to indemnify each other and the limitations on liability established under this Agreement apply to such Services as if the parties had executed an amendment.

13. Insurance. HMH agrees to procure and maintain, at its sole expense, if reasonably available, the following insurance coverage:

- a. Statutory Workers' Compensation/Employer's Liability Insurance;
- b. Commercial General Liability Insurance with minimum limits of \$1,000,000.00 combined single limit for personal injury and property damage;
- c. Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles with minimum limits of \$1,000,000.00 combined single limit for bodily injury and property damage; and
- d. Professional Liability Insurance of \$1,000,000.00 per claim and annual aggregate for protection against claims arising out of the performance of services under this agreement caused by negligent acts, errors, or omissions for which HMH is legally liable.

Upon request and at Client expense, Client can be made an additional insured on HMH's commercial general liability and automobile liability insurance policies and certificates of insurance will be furnished to the Client.

14. Client's Responsibilities. In addition to full and timely payment for the Services performed under this Agreement, Client agrees to:

a. Cooperation. Assist and cooperate with HMH in any manner necessary and within its ability to facilitate HMH's performance under this Agreement.

b. Representative. Designate a representative with authority to receive all notices and information pertaining to this Agreement, communicate Client's policies and decisions, and assist as necessary in matters pertaining to the Project and this Agreement. Client's representative will be subject to change by written notice.

c. Rights of Entry. Provide access to and/or obtain permission for HMH to enter upon all property, whether or not owned by Client, as required to perform and complete the Services. HMH will operate with reasonable care to minimize damage to the Project Site(s). However, Client recognizes that HMH's operations and the use of

investigative equipment may unavoidably alter conditions or affect the environment at the existing Project Site(s). The cost of repairing such damage will be borne by Client and is not included in the fee unless otherwise stated.

d. Relevant Information. Supply HMM with all information and documents in Client's possession or knowledge which are relevant to HMM's Services. Client warrants the accuracy of any information supplied by it to HMM and acknowledges that HMM is entitled to rely upon such information without verifying its accuracy. Prior to the commencement of any Services in connection with a specific property, Client will notify HMM any known potential or possible health or safety hazard existing on or near the Project Site, with particular reference to Hazardous Materials or conditions.

e. Subsurface Structures. Correctly designate on plans to be furnished to HMM, the location of all subsurface structures, such as pipes, tanks, cables and utilities within the property lines of the Project Site(s). HMM is not liable to Client for any losses, damages or claims arising from damage to subterranean structures or utilities.

15. Document Ownership, Retention and Destruction. All documents prepared or obtained through the course of the project, including electronic files, are the property of HMM and Client. Upon request and payment of all fees and costs, Client is entitled to a copy of the complete project files, including paper and electronic versions. Client agrees that no work product may be used or reused by the Client other than for the construction, operation and maintenance of the Project, without prior written authorization of HMM. Client acknowledges that any other use of HMM's work product by Client will be at Client's sole risk without liability of HMM. Client shall timely pay, assume, defend, indemnify and hold HMM harmless from any claims, damages, losses and expenses, including attorney's fees, arising from unauthorized reuse of all work product prepared by HMM.

For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to destroy or otherwise dispose of our own files within a reasonable time after the termination of the engagement in accordance with our records retention policies. HMM normally does not retain files for more than 5 years after an engagement is concluded.

16. Termination of Engagement. The obligation to perform under this Agreement may be terminated by either party upon 30 days written notice. Such termination shall be based upon substantial lack of performance by the other party under this Agreement, including but not limited to, Client's failure to pay monthly invoices. HMM may terminate services under this agreement upon 7 days written notice if Client requires or demands that HMM perform services in conflict with HMM's professional responsibilities and Client hereby waives any and all claims against HMM for such termination. If this Agreement is terminated by either party, HMM shall be timely paid for services rendered and for direct expenses incurred to the date of such termination plus close-out or suspension costs including but not limited to document management, rescheduling or re-assignment of personnel, and documentation as to status of work tasks.

17. Miscellaneous.

a. Merger. All oral and written representations, warranties, agreements and contracts discussed or entered into by the parties hereto or their representatives before the effective date of this Agreement relating directly or indirectly to the subject matter set forth in this Agreement are merged into and superseded by this Agreement and this Agreement constitutes the sole and the entire contract between the parties hereto relating to the transactions set forth in this Agreement.

b. Paragraph headings. The paragraph headings used herein are for convenience only and are not a part of this Agreement and shall not be used to interpret it.

c. Severability. In the event any portions of this Agreement shall be deemed to be void, voidable or unenforceable, the remaining portions shall remain in full force and effect.

d. Choice of law and consent to jurisdiction and venue. This Agreement shall be governed by the laws of the State of Idaho. The parties hereby consent to the jurisdiction and venue of the district court located in Kootenai County, Idaho in the event of any legal proceeding with respect to the negotiation, execution or delivery of this Agreement, or the enforcement of any obligation, right of remedy thereunder, or the assertion of any claim, defense, set off or counterclaim in connection therewith.

e. Construction. As used in this Agreement, the masculine, feminine or neutral gender, and the singular or plural number, shall each be deemed to include the others whenever the context so indicates. This Agreement shall be construed without regard to the party or parties responsible for its preparation and shall be deemed to have been prepared jointly by the parties hereto. The parties hereto agree that any rule of construction to the effect that any ambiguities are to be or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor one party against the other.

f. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed and delivered shall be an original, and all of which, when executed, shall constitute one and the same instrument. Several duplicate originals of this Agreement shall be signed and each such signed duplicate original for all purposes.

g. Facsimile Copies. The parties agree that facsimile copies of the signatures to this Agreement shall be treated as original signatures, are acceptable to each other, and shall bind the parties' respective rights and obligations under this Agreement, to the same extent as if such signatures were original signatures.

h. Time of the Essence. Timely and prompt performance of each provision of this Agreement is of the essence and shall be required.

i. Notices. Notices required hereunder shall be in writing and shall be delivered to the parties by hand, or certified mail, return receipt requested, at the addresses first listed above and shall be effective upon delivery.

j. Modifications. This Agreement may not be amended, canceled, revoked or otherwise modified except by written agreement subscribed to by each of the parties hereto or their authorized representatives.

k. Agreement Binding on Successors. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective past, present and future successors in interest, partners, directors, officers, owners, stockholders, administrators, executives, employees, agents, representatives and all parent, subsidiary, allied or affiliated corporations or survivors by merger.

l. No Third Party Beneficiaries. There shall be no designated or intended third-party beneficiaries to this Agreement. This Agreement is for the sole and exclusive benefit of the parties.

m. Waiver of Jury Trial. Both parties forever waive any and all rights to a trial by jury in any action or proceeding to enforce or defend any rights or remedies under this Agreement, or any action or proceeding in any way arising out of or in connection with this Agreement, whether in contract or tort, at law or in equity, or mixed, and agree that any such action shall be tried by a judge and not by a jury.

n.

Attorney's Fees. In the event the parties are unable to resolve a dispute arising under this Agreement and litigation or arbitration is filed to resolve the dispute, the prevailing party shall be entitled to an award of their reasonable attorney's fees and costs

EXHIBIT B
CITY OF BONNERS FERRY
US-95 Sewer Crossing

SCOPE OF WORK

Project Description

HMH will first perform a feasibility analysis for a sewer crossing of US-95 at approximate station 489+00, and sewer and water crossing of US-95 at approximate station 484+50 of current ITD project KN 19916 Bonners Stage 2. The project will be developed using Survey information from ITD KN 19916 Bonners Stage 2. Supplemental survey is not included or anticipated.

Given each of these US-95 crossings are feasible, HMH will prepare plans for the crossings, and DEQ submittal QLPE. The City of Bonners Ferry will coordinate the construction of the crossings with the current US-95 contractor for project KN 19916.

Project Schedule

The city would like to begin this work in the early spring.

COST ESTIMATE

Cost

For this project we have included below a budget cost for feasibility study and Engineering services for the work described above. If additional work is requested or necessary, it will be billed at the hourly rates provided in Exhibit C.

Feasibility Study:	\$3,000
Budget Engineering:	<u>\$3,500</u>
Total Budget Cost =	\$6,500

EXHIBIT C
CITY OF BONNERS FERRY
US-95 Sewer Crossing

RATE SCHEDULE

<u>Staff Classification</u>	<u>Hourly Rate</u>
Project Engineer (PE)	\$101.52
Project Manager (PE)	\$152.41
