Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
September 20, 2016
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Consider Vacating Alleyway located within Block 2, Nixon's Hillcrest Addition by the Bonners Ferry Catholic Church and Sue Larson

Decision on Vacating Alleyway located within Block 2, Nixon's Hillcrest Addition by the Bonners Ferry Catholic Church and Sue Larson

PUBLIC COMMENTS

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

GUESTS

Mike Normandeau – Bonneville Power Administration Update

REPORTS

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of September 6, 2016 Council Meeting Minutes and September 15, 2016 Special Council Meeting Minutes

OLD BUSINESS

5. City – Third Reading of Special Event Permit Ordinance (attachment)
6. City – Adopt Special Event Permit Ordinance #557

NEW BUSINESS

7. City – Approve Homecoming Parade Permit for September 23, 2016 and Consider Extending Curfew for Homecoming Dance to 1:00 a.m. (attachment)

8. City – Authorize Barb LePoidevin to Decorate Georgia Mae Plaza for Christmas
9. City – Discuss Noise Ordinance (attachment)
10. City – Authorize Mayor to Sign Fire Protection Contract with Kootenai Tribe of Idaho (attachment)
11. City – Authorize Mayor to Sign Dispatch Agreement with Boundary County for Fiscal Year 2017 (attachment)
12. City – Approve Grant Writer (attachment)
13. Street – Approve Change Order for KG & T Septic for the Augusta Street Project (attachment)
14. Sewer – Approve Purchase of Aerator for the Lagoons (attachment)

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

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

ADJOURNMENT

INFORMATION

15. Electric/Water/Sewer – Profit/Loss Reports (attachment)
16. City – Mayoral Proclamation for Constitution Week September 17-23, 2016 (attachment)
17. City – Persi Training at Fire Hall on September 29, 2016
18. City – PRIMA Training in Coeur d'Alene on October 20, 2016

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Bonners Ferry City Council, pursuant to Idaho Code 50-13 will conduct a public hearing at City Hall, 7232 Main Street, on **Tuesday, September 20, 2016, at 7:00 p.m.** to consider vacating a 16-foot wide public alleyway located within Block 2, Nixon's Hillcrest Addition Book of Plats 1B, Page 50 (VC001-16), by the Bonners Ferry Catholic Church and Sue Larson, adjacent property owners. The purpose of the vacation is to accommodate reconstruction of a new church at the location.

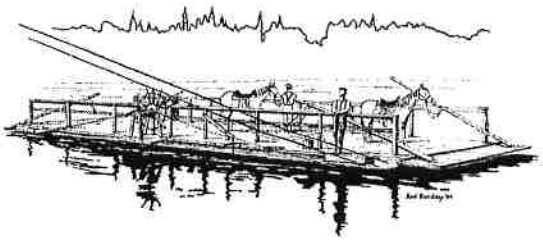
The deadline for submitting written comment and/or material is 5:00 p.m. September 15, 2016. Written comment may be mailed to City of Bonners Ferry, P. O. Box 149, Bonners Ferry, ID 83805, or faxed to (208) 267-4375. Written comment of one page or less will be accepted at the hearing provided the person submitting the material reads it into the record.

Anyone requiring special accommodation due to disability should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

City of Bonners Ferry

ATTEST: Kris Larson
City Clerk

Publish: September 1, 2016
September 8, 2016



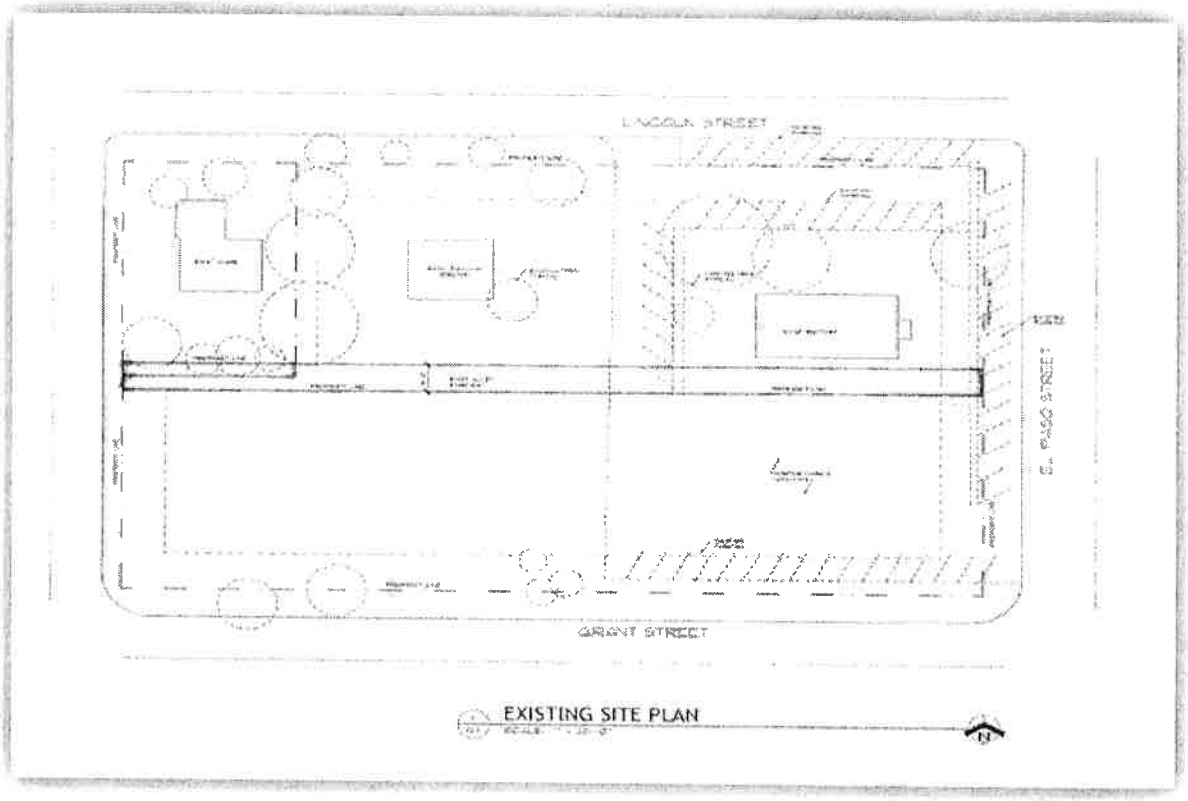
CITY OF BONNERS FERRY

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

STAFF REPORT FOR
VACATION OF PLATTED ALLEYWAY
FILE #VC001-16

Prepared by:	Lisa Ailport, AICP
	City Planner
Project Description:	Petition to vacate a 16-foot alleyway within Block 2, Nixon's Hillcrest Addition within Book of Plats 1B, Page 50.
Location:	The project is located south of Lincoln Street and East of Denver Street, within the City of Bonners Ferry.
Parcel size:	According to the plat, the alley way is 16-feet wide and 400 long, this equates to 6,400 Square feet of area or 0.14 acres of land.
Applicant:	St. Ann's Catholic Church and Susan Larson.
Applicant's Representative:	Erik Brubaker, Planner
Property Owner:	Same as applicant's
Petition filed with City:	August 12, 2014; amended August 16, 2016
Notice Provided:	Mailed: September 8, 2016
	Published in Paper: September 1, 2016 and September 8, 2016
Council Packets:	Staff report
	Application and Petitions
	Plat of Nixon's Hillcrest Addition
	Official notice and official mailing of record
	Proposed site plan(s) and building plan views

PROJECT SUMMARY



St. Ann's Catholic Church and Co-Applicant, Sue Larson are requesting to vacate an existing 16-foot wide dedicated alleyway in order to move forward with design of a new church.

Included with the petition, the applicant has provided proposed renderings of the new layout of the Catholic Church showing two different scenarios. The first is a building that is mostly rectangular and the second is a building that is L-shaped.

According to Erik Brubaker, the applicant's representative, the newly acquired area would allow more flexibility to accommodate a better designed layout of the new building than the fragmented area that currently exists because of the existing alleyway.

The current alleyway does contain city utilities; in fact sewer, water and electric are located within the current 16-foot wide strip. Discussions with the city's respective departments have led to church considering two options:

1. Move the utilities into the existing public rights of way of Lincoln and/or Grant Street; and/or

2. In lieu of city ownership, the Catholic Church would provide a utility easement for those remaining utilities.

On September 7, 2016, the City Engineer, City Planner and City Sewer and Water department heads met with Mike Wade, liaison to the church and Brett Converse, PE on site about moving utilities. While the Church wasn't prepared at that time to show the city the how utilities would be moved, there was discussion about level of service and city department heads requested that any design of utilities be shown to not decrease the level of existing service.

This discussion has led to conditions being proposed that, if approved, all utilities be designed and installed by the applicant. Furthermore, any work involving construction shall also require a development agreement to include, at a minimum the following: construction timing and expected time of completions, performance bonding for any work involving public amenities and possible warranty bonds for any work within right-of-way that includes modification of the existing roadway (including but not limited to boring, paving or reconstruction of streets). The purpose of the conditions is to insure that all public utilities and improvements are reconstructed to, at a minimum, the existing condition or better than before the city vacated any lands.

In addition to the development agreement, staff recommends requiring a public easement dedicated to the city for any remaining public utilities within the boundaries of the property.

APPLICABLE LAWS:

Idaho Code §50-311(Vesting) Idaho Code §50-1306, (procedural)

Idaho Code §50-1320 (Vesting) I.C. §50-1321, (Consent) Idaho Code §50-1324 (Taxes pd)

STANDARDS OF REVIEW:

Idaho Code, §50, Chapter 13 pertains to processes for vacating public right-of-way, specifically sections 50-1306A and 50-1318. The council may grant the request or deny the request as they deem necessary in the interest of the public (§50-1306A3).

The following is a summary of standards pertaining to vacations and the findings related to those standards:

1. Petitioner shall submit circumstances for the requested vacation:
    a. The applicant has listed their request with in the application supplied by the City. They request the vacation in order to accommodate a future building on the property.

2. Petitioner shall provide a legal description of the platted area or property to be vacated:
    a. The applicant has supplied a copy of the original plat.

3. Petitioner has provided the names of persons affected thereby:
    a. The applicant submitted to the City a list of names and mailing addresses of the property owners within 300 feet of the proposed vacated area.

DRAFT MOTION BY THE COUNCIL

Motion to Approve: I move to approve this file VC01-16, to vacate a 16-foot wide alleyway within Block 2, Nixon's Hillcrest Addition within Book of Plats 1B, Page 50, finding that it is in accord with Idaho Code 50-1306A and the standards of approval as outlined in the staff report and testimony received at this hearing. I further move to adopt the following findings of fact and reasoned decisions and including the conditions of approval (as amended, or as submitted) and enumerated in the staff report. The actions to be taken to obtain the vacation is to complete the conditions of approval as provided. (read conclusions 1-3)

Motion to Deny: I move to deny this file VC01-16, to vacate a 16-foot wide alleyway within Block 2, Nixon's Hillcrest Addition within Book of Plats 1B, Page 50, finding that it is not in accord with Idaho Code 50-1306A and the standards of approval as outlined in the staff report and the testimony received at the public hearing. Furthermore, I move to adopt the following findings of fact and reasoned decisions (read conclusions 1-3- noting the findings that support your claim-which conclusions does it fail to meet)

The actions to be taken to receive approval is

1. Submit a new petition that meets the standards of Idaho Code 50-1306A or
2. Provide evidence that the site can be developed without the need for vacation.

REASONED DECISION

***The above staff report and subsequent evidence in the record provides for the findings of fact required in order to make any conclusion of law. Based upon those findings, the following conclusions are adopted by the City Council.**

Conclusion 1:

The proposal was review for compliance with I.C. §50-1306A, procedures and §50-1318, in absence of opposition, and §50-1319, in presence of opposition and §50-1324 necessity of taxes paid. Therefore, the proposal **is/is not** in accordance with the applicable standards.

Conclusion 2:

The vacation of right-of-way **is/is not** in the interest of the public

Finding: Existing public utilities are located within the existing 16-foot wide alleyway (application).

Finding: St. Ann's Church is proposing to move city utilities at the church's cost (verbal testimony by E. Brubaker and Mike Wade).

Finding: The city has prepared a condition requiring a development agreement for any work relocating utilities, completion of installation and a public easement for any utilities which remain within the boundaries of the property prior to the city recording the vacation (Conditions 1-5).

Finding: St. Ann's Church has provided three site plans showing future locations of the church facility (file record).

CONDITIONS OF APPROVAL

1. The vacation of the above described right-of-way shall be effective upon recording of a resolution by the Council granting the vacation, vesting to reside with St. Ann's Catholic Church and Sue Larson (8-foot along boundary of ownership).

2. Prior to recording of the vacation, the City Council shall enter into a development agreement with the applicant(s) for relocating of any public utilities. The agreement shall, at a minimum, include the following:

    a. Construction plan approval process by the City and Idaho Dept of Environmental Quality,
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    e. Acceptance of Record Drawings,
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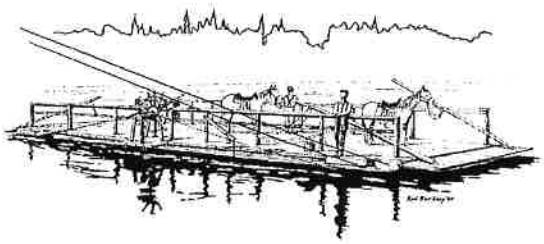
3. Prior to recording of the vacation, all public improvements shall be constructed and approved by the city engineer and the Idaho Department of Environmental Quality, and accepted by the City Council. All approved record drawings shall be submitted to the city at time of acceptance.

4. Prior to recording the vacation, the applicant shall provide to the City a draft legal description, prepared by an Idaho licensed surveyor, for review and approval prior to recording for a minimum 16-foot wide utility easement that encompasses any remaining public utilities within the boundaries of the subject properties (outside of normal lateral connections). Once approval of the description is completed by the city, the easement shall be recorded and a certified copy provided to the City. Once completed, the City may then record the vacation upon completion of any remaining conditions.

5. As applicable, certification of taxes paid, approved by the County Treasurer, shall be submitted to the City prior to the resolution being recorded, pursuant to I.C. §50-1324.



CITY OF BONNERS FERRY

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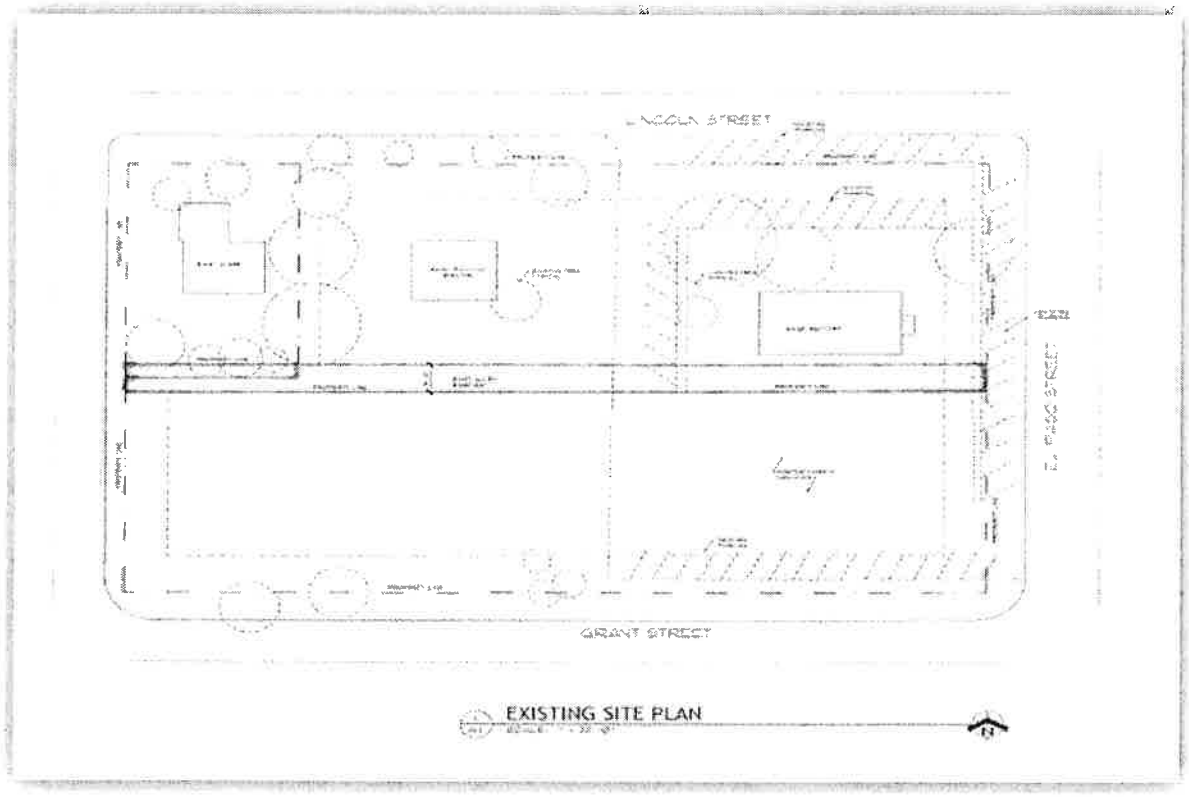

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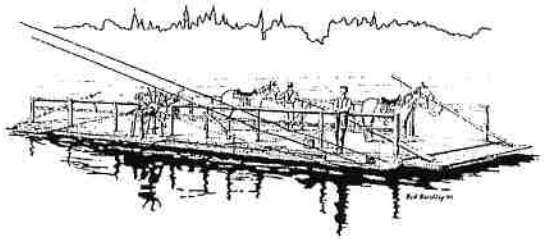


CITY OF BONNERS FERRY

PETITION TO VACATE RIGHTS OF WAY (IDAHO CODE - TITLE 50)

Jack Brinkley spawningtrout@gmail.com

Applicant's Name: BF CATHOLIC CHURCH **Date:** 7/16/2016

Mailing Address: PO Box 58
BONNERS FERRY, ID 83805

Day Telephone Number: (208) 267 2852 **E-mail Address:** spawningtrout@gmail.com

Cell Phone: (208) 946 1761 **Fax:** (208) 267 8222

Describe Request: *(If more space is needed, please use the backside of this form)*
VACATION OF PLATTED RIGHT-OF-WAY:
BLOCK 2 ALLEY OF NIXON'S HILLCREST ADDITION

Location of Property: (*Street Address or cross streets*) GRANT, LINCON, DENVER, + EL PASO

DESCRIPTION:

Instrument # 89482 **Date Recorded** JUNE 6 1963

Quarter: — **Section:** 34 **Township:** 62N **Range:** 01E

Subdivision Name: (*if applicable*) NIXON'S HILLCREST ADDITION

Block Number 2 **Lot Number(s)** 2-10

Book of Plat No. 1 B **Pages:** 50 **through** _____

Parcel or Tax Lot Number (*if available*) RPB0780002005BA
(All of this information can be obtained from your County Assessor's Office) RPB0780002010AA

Title to Vacated Portion to be Vested With: ST. ANN'S CATHOLIC CHURCH
And SUSAN LARSON

(Note: Whenever a street, alley or other right-of-way is vacated, title shall revert to the owner of adjacent real estate, one-half on each side thereof or as the City of Bonners Ferry deems in the best interests of the adjoining properties, un less the right-of-way was dedicated as part of a plat. In that event, the right-of-way should be vacated only to the property within the subdivision.)

RECEIVED
JUL 28 2016
CITY OF BONNERS FERRY

I (we), the undersigned, do hereby petition the City of Bonners Ferry to vacate the right of way described in this application and do certify that all information, statements, attachments and exhibits submitted herewith are true to the best of my (our) knowledge.

Rev. [signature]
Applicant Signature

July 28, 2016
Date

SUBDIVISION VICINITY

SEGREGATION REVISIONS

The revision dates below represent the file save dates for the posting of the listed revisions.

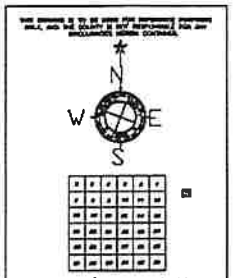
Community Title, LLC assumes no liability for inaccuracies contained in this map.

COMMUNITY TITLE OF BOUNDARY COUNTY
6607 Main
Post Office Box 1902
Bonners Ferry, Idaho 83805

RECEIVED
CITY OF BONNERS FERRY

Nixon's Hillcrest Addition

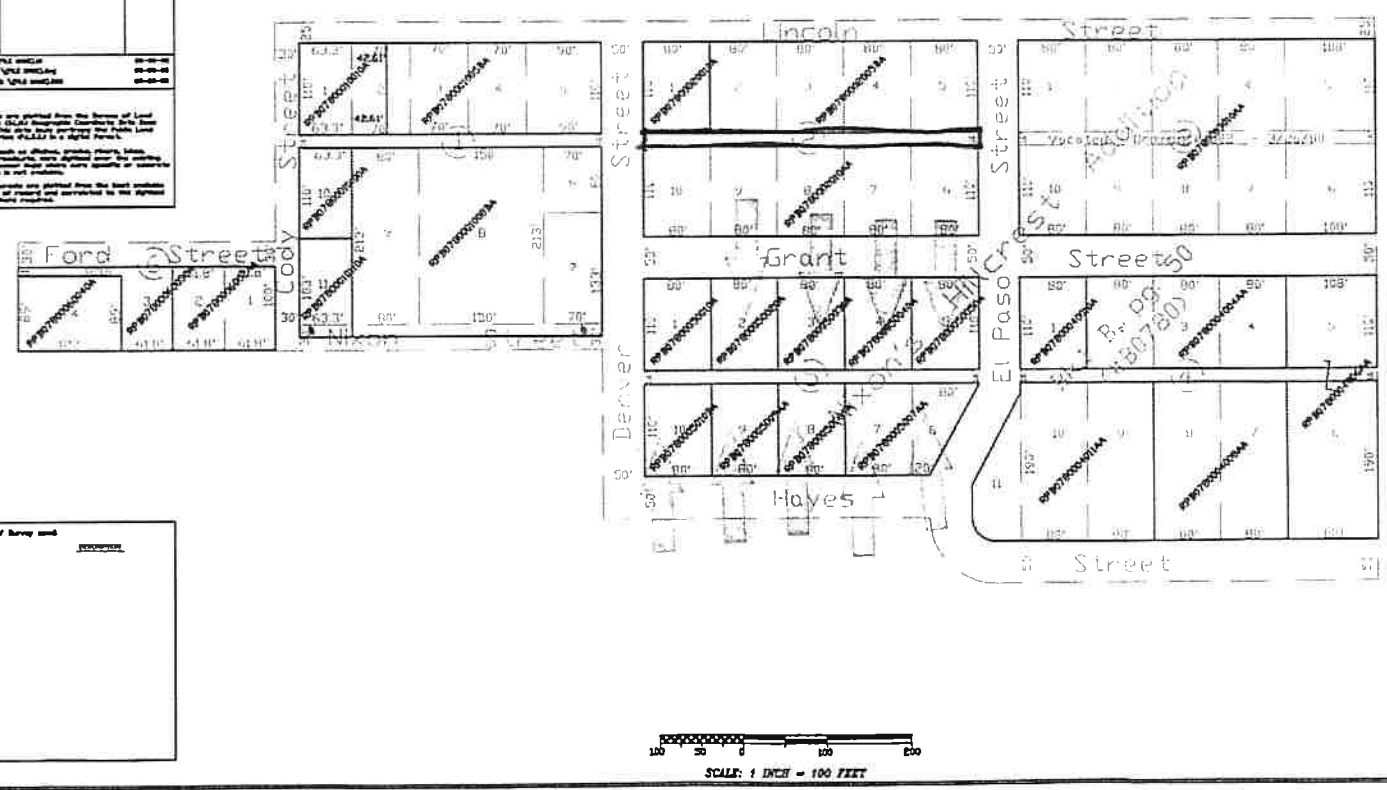
Book 1 B Plats, pg 50



Assessor's Parcel Map
BOUNDARY COUNTY
IDAHO

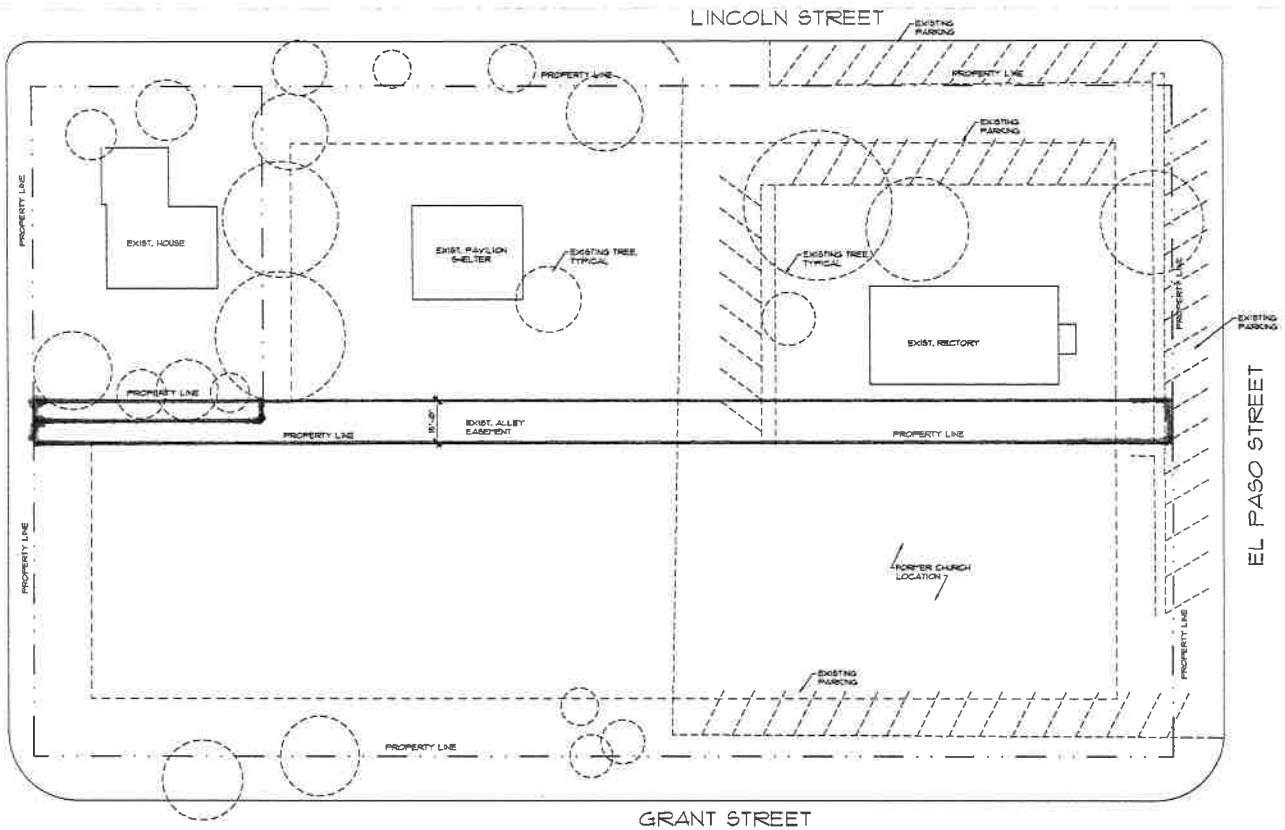
REVISIONS

NOTES:



Nixon's Hillcrest Addition

NixonsHillcrest.dwg



1 A1.1 EXISTING SITE PLAN
SCALE: 1" = 20'-0"

MJL ARCHITECT
607 E. 4th Ave #101
Post Falls, Idaho 83854
PH: (208) 773 - 9664
mark@mjl-architect.com

PRELIMINARY

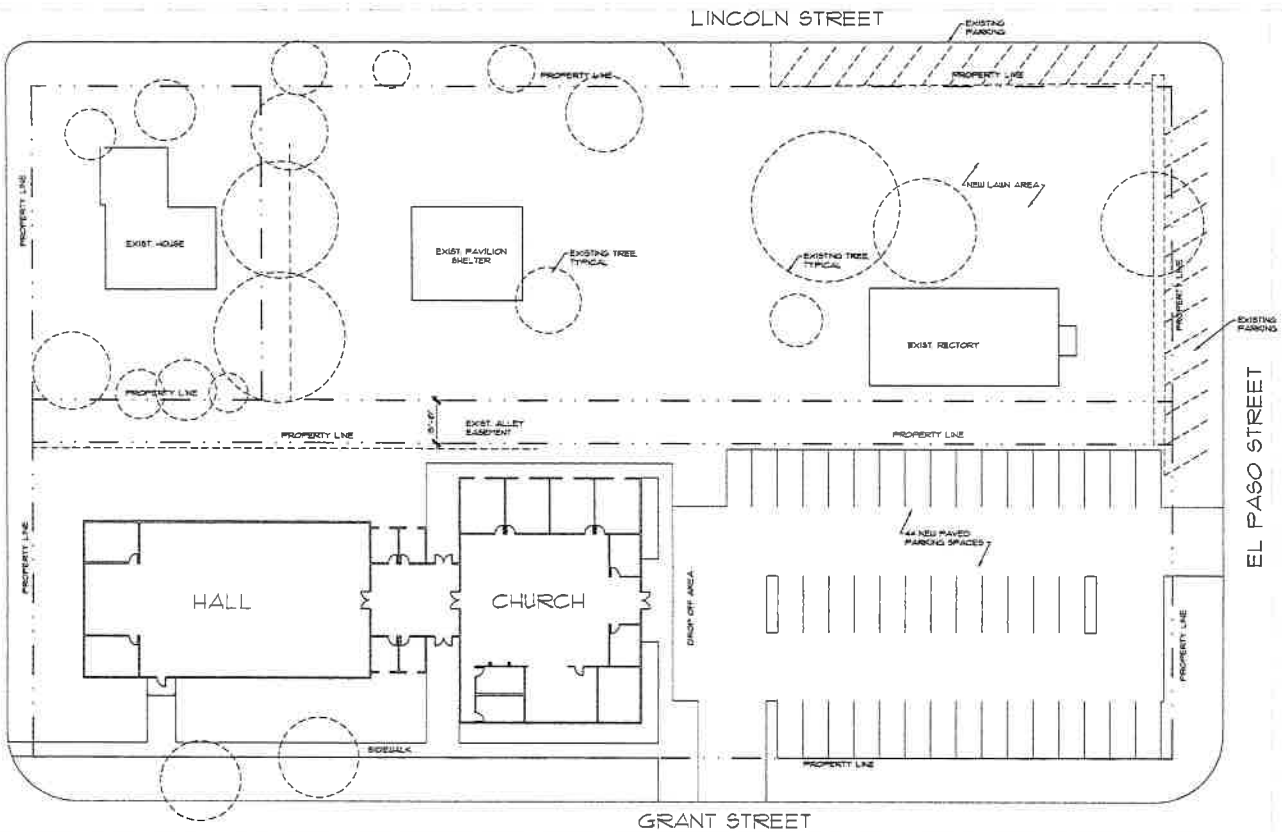
PROJECT NUMBER: 16-42
DATE: 06-27-16
DRAWN: MJL/RRW
REVISIONS:

NEW BUILDING FOR
ST. ANN'S CHURCH
9712 EL PASO STREET
BONNERS FERRY, IDAHO

EXISTING SITE PLAN

A1.1

© COPYRIGHT 2016 MJL ARCHITECT & ASSOCIATES



1 / A1.3 PROPOSED SITE PLAN - OPT. B

SCALE: 1" = 20'-0"

RECEIVED
CITY OF BONNERS FERRY

ML ARCHITECT
607 E. 4th Ave #101
Post Falls, Idaho 83854
Ph: (208) 773 - 9864
mark@ml-architect.com

PRELIMINARY

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DATE: 06-27-16
DRAWN: MJL/RRW
REVISIONS:

NEW BUILDING FOR
ST. ANN'S CHURCH
9712 EL PASO STREET
BONNERS FERRY, IDAHO

PROPOSED SITE PLAN

A1.3

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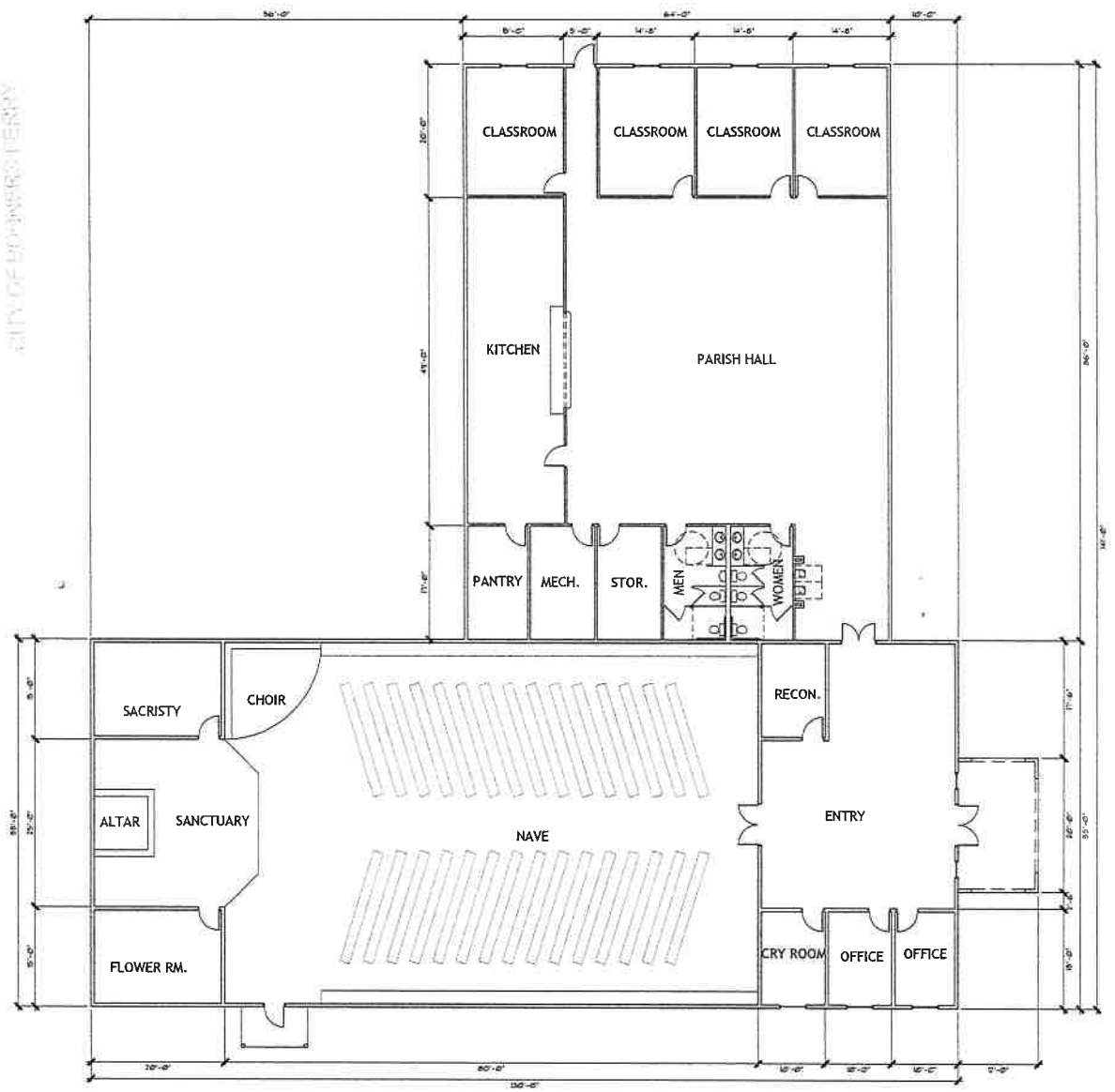

1 / A2.1 FLOOR PLAN - OPT. A

SCALE: 1/8" = 1'-0"

13,654 SF

ML ARCHITECT & associates
607 E. 6th Ave #101
Post Falls, Idaho 83854
PH: (208) 773 - 9864
mark@ml-architect.com

PRELIMINARY

PROJECT NUMBER: 16-42
DATE: 06-27-16
DRAWN: MJL/RRW
REVISIONS:

NEW BUILDING FOR
ST. ANN'S CHURCH
9712 EL PASO STREET
BONNERS FERRY, IDAHO

FLOOR PLAN

A2.1

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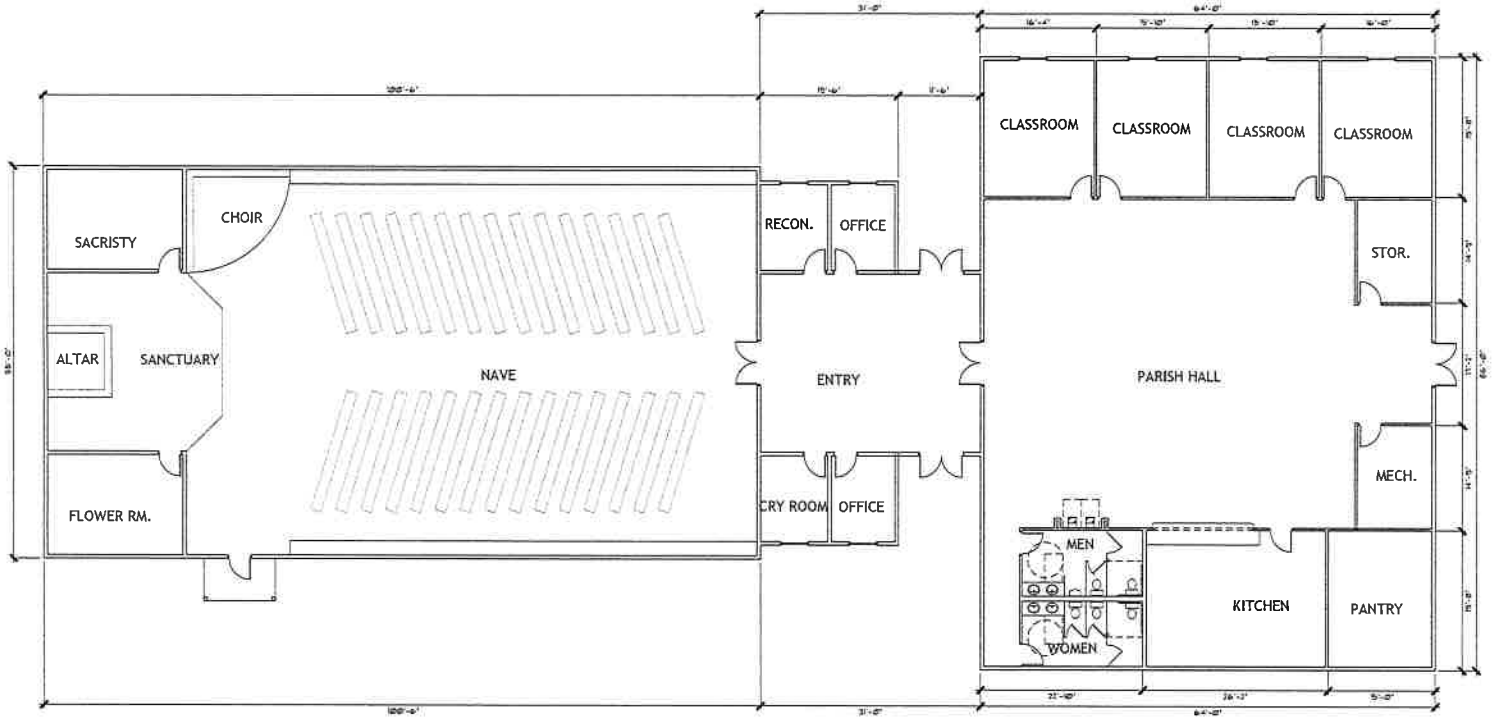

1 / A2.2 FLOOR PLAN - OPT. B

SCALE: 1/8" = 1'-0"

12,325 S.F.

ML ARCHITECT
607 E. 6th Ave #101
Post Falls, Idaho 83854
PH: (208) 773 - 9864
mark@ml-architect.com

PRELIMINARY

PROJECT NUMBER: 16-42
DATE: 06-27-16
DRAWN: MJL/RRW
REVISIONS:

NEW BUILDING FOR
ST. ANN'S CHURCH
9712 EL PASO STREET
BONNERS FERRY, IDAHO

FLOOR PLAN

A2.2

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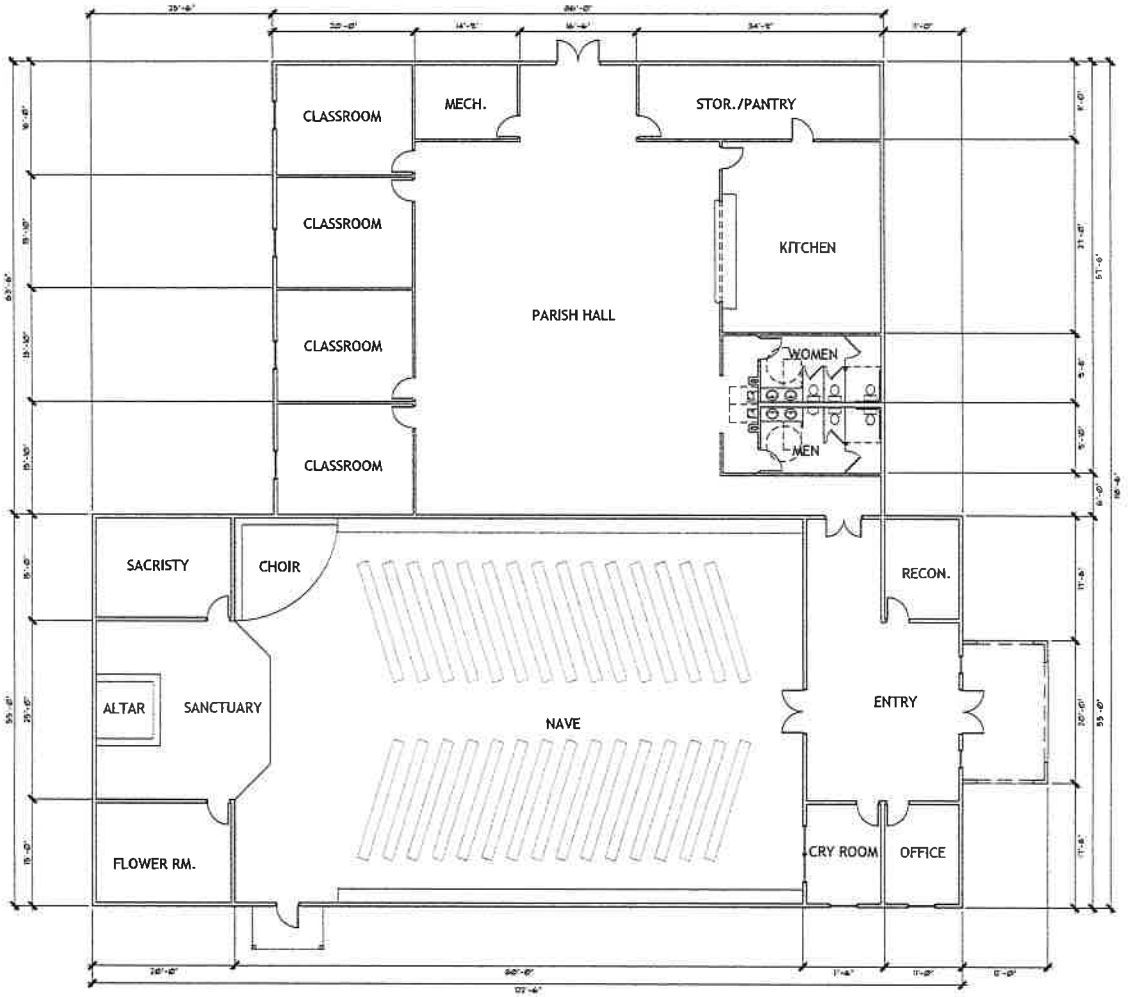
CITY OF BONNERS FERRY



1 / A2.3 FLOOR PLAN - OPT. C 12,199 S.F.
SCALE: 1/8" = 1'-0"

ML ARCHITECT
607 E. 6th Ave #101
Post Falls, Idaho 83854
PH: (208) 773-9864
mark@ml-architect.com

PRELIMINARY

PROJECT NUMBER: 16-42
DATE: 06-27-16
DRAWN: MJL/RRW
REVISIONS:

NEW BUILDING FOR
ST. ANN'S CHURCH
9712 EL PASO STREET
BONNERS FERRY, IDAHO

FLOOR PLAN

A2.3

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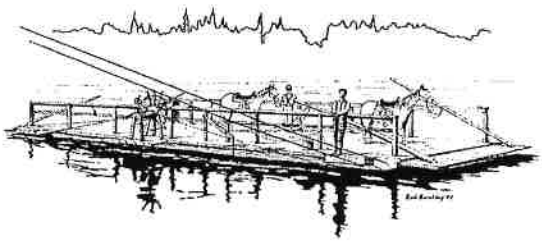


CITY OF BONNERS FERRY

PETITION TO VACATE RIGHTS OF WAY (IDAHO CODE - TITLE 50)

Applicant's Name: Susan M Larson **Date:** 8-16-14

Mailing Address: P.O. Box 177
BF, ID 83805

Day Telephone Number: (208) 267-3407 **E-mail Address:** Sue.larson1@gmail.com

Cell Phone: (___)_____ **Fax:** (___)_____

Describe Request: ***(If more space is needed, please use the backside of this form)***

_____

_____

Location of Property: (*Street Address or cross streets)* _____

DESCRIPTION:

RECEIVED

Instrument #_____ **Date Recorded** _____

Quarter: _____ **Section:** _____ **Township:** _____ **Range:** _____

Subdivision Name: (*if applicable*) _____

Block Number _____ **Lot Number(s)**_____

Book of Plat No._____ **Pages:** _____**through** _____

Parcel or Tax Lot Number ***(if available)*** _____
(All of this information can be obtained from your County Assessor's Office)

Title to Vacated Portion to be Vested With: _____;
And _____

(Note: Whenever a street, alley or other right-of-way is vacated, title shall revert to the owner of adjacent real estate, one-half on each side thereof or as the City of Bonners Ferry deems in the best interests of the adjoining properties, un less the right-of-way was dedicated as part of a plat. In that event, the right-of-way should be vacated only to the property within the subdivision.)

I (we), the undersigned, do hereby petition the City of Bonners Ferry to vacate the right of way described in this application and do certify that all information, statements, attachments and exhibits submitted herewith are true to the best of my (our) knowledge.

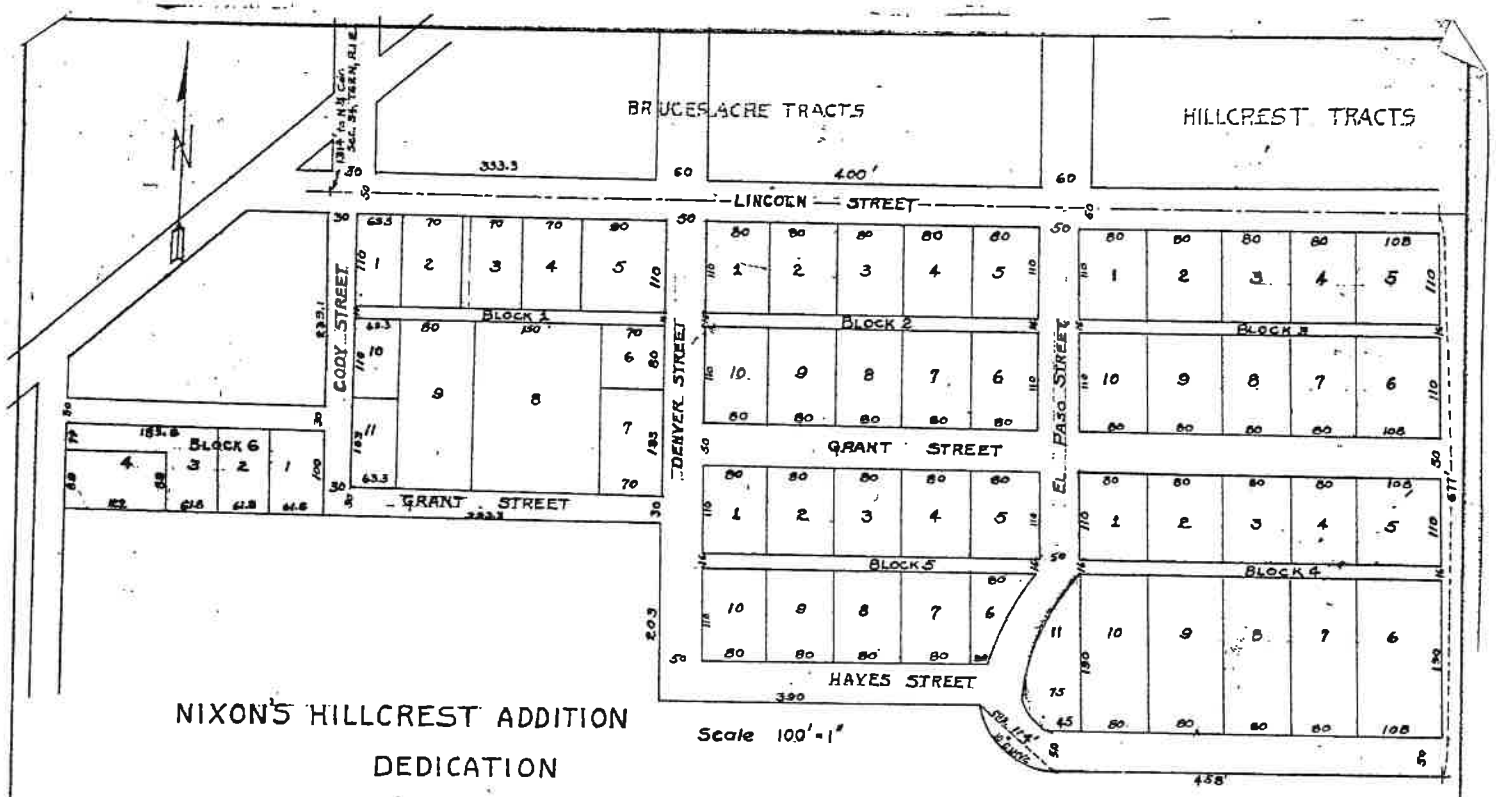
Susan M Larson _____ 8-16 _____, 20 14

Applicant Signature Date

50

C/O LISA Allport
RE: VC001-16

RECEIVED
AUG 21 2016
OFFICE OF BUSINESS SERVICES



NIXON'S HILLCREST ADDITION

DEDICATION

Scale 100'=1"

[illegible]

That we, [illegible] Nixon [illegible] Nixon, [illegible] and wife, are the owners in fee simple of the following described land situated in the Southwest Quarter of the Northeast Quarter (SW¼ [illegible]) of Section Thirty-four (34), Township Sixty-two (62) North, Range One (1) East, Boise Meridian, and more particularly described as follows:

Commencing 1314 feet South of the North Quarter corner of said Section Thirty-four (34), Township Sixty-two (62) North, Range One (1) East, Boise Meridian; thence East 1321 feet; thence South 677 feet, thence East 458 feet to a point; thence, to the right on a 1.5° curve with a chord of 114 feet; thence West 390 feet, thence North 203 feet, thence East 393.3 feet to the North and South [illegible] line of said Section Thirty-four (34); thence North 394.1 feet to the place of beginning.

Also, a small tract of land of the West [illegible] of and adjoining the North [illegible] South Quarter line of said Section Thirty-four (34) and being part of Lot One (1) of Kinnear's Gardens and more particularly described as follows:

Commencing 1578.1 feet South of the North Quarter corner of Section Thirty-four (34), Township Sixty-two (62) North Range One (1) East, Boise Meridian, thence West 307.5 feet; thence South 130 feet; thence East 307.5 feet; thence North 130 feet to the place of beginning.

66430

RPB0780004008AA	JOHN	TAFT	199 COTTAGE LANE	BONNERS FERRY	ID	83805
RPB0780004011AA	DAVID MICHAEL	YOUNG	6856 MAIN STREET	BONNERS FERRY	ID	83805
RPB07800050010A	TOMMY T	TIMMONS	6550 GRANT STREET	BONNERS FERRY	ID	83805
RPB07800050020A		ST. ANN'S CATHOLIC CHURCH	6712 EL PASO STREET	BONNERS FERRY	ID	83805
RPB07800050030A	CHRISTOPHER A	BORK	6534 GRANT STREET	BONNERS FERRY	ID	83805
RPB07800050040A	JEFF	HUGHART	6526 GRANT ST	BONNERS FERRY	ID	83805
RPB07800050050A	ROBERT	NORTON	6522 GRANT STREET	BONNERS FERRY	ID	83805
RPB0780005007AA	MATTHEW CARL	PLUID	598 THUNDER VIEW ROAD	MOYIE SPRINGS	ID	83845
RPB07800050080A	RONALD B	LARGE	6534 SHERMAN ALLEY	BONNERS FERRY	ID	83805
RPB0780005009AA	EILEEN	GAU	7070 CITRUS POINT CT	WINTER PARK	FL	32792
RPB0780005010BA	CHRIS L	CLARK	7064 FUNKHOUSER STREET	BONNERS FERRY	ID	83805

File No. #VAC01-16
Hearing Date September 20, 2016
Page 2 of 2
RECORD OF MAILING APPROVED BY: LISA M. AILPORT

I hereby certify that the above is a true correct copy of the "notice of public hearing" that mailed to the entities listed above, on this 8th **day of** September **, 2016**

Lisa M. Ailport

Lisa M. Ailport, AICP, City Planner

Parcels ID	PS_MAIL_FN	PS_MAIL_LN	PS_MAIL_A1	PS_MAIL_A2	PS_MAIL_CT	PS_MAIL_ST	PS_MAIL_ZP
RPB00000341490A		RAE LIVING TRUST	1621 SUNTERRA COURT		RICHLAND	WA	99352
RPB00000341821A	JOHN	TAFT	199 COTTAGE LANE		BONNERS FERRY	ID	83805
RPB0160001009DA	PHILLIPS R	BEACHY	300 PANTHER LANE		BONNERS FERRY	ID	83805
RPB0160001009EA	PHILLIPS R	BEACHY	300 PANTHER LANE		BONNERS FERRY	ID	83805
RPB0160001010BA		MOUNTAIN SPRINGS CHURCH INC	6789 SOUTH MAIN STREET		BONNERS FERRY	ID	83805
RPB0160001010EA		MOUNTAIN SPRINGS CHURCH INC	6789 SOUTH MAIN STREET		BONNERS FERRY	ID	83805
RPB0160001010FA		MOUNTAIN SPRINGS CHURCH INC	6789 SOUTH MAIN STREET		BONNERS FERRY	ID	83805
RPB0160001011AA		MOUNTAIN SPRINGS CHURCH INC	6789 SOUTH MAIN STREET		BONNERS FERRY	ID	83805
RPB0160001011BA	PAMELA D	BECK	PO BOX 1233		BONNERS FERRY	ID	83805
RPB0160001011CA	RONALD E	MUELLER	6541 LINCOLN STREET		BONNERS FERRY	ID	83805
RPB0160001012AA	ADAM J	MILLER	PO BOX 3027		BONNERS FERRY	ID	83805
RPB0160001012CA		BENNETT TRUST	8321 W HAMMER LANE		LAS VEGAS	NV	89149
RPB0160001012DA	DIVA VANESSA PETA	ROBINSON	6740 EL PASO STREET		BONNERS FERRY	ID	83805
RPB0160002009BA	CALVIN	DYCK	1523 OXFORD ROAD		BONNERS FERRY	ID	83805
RPB0160002009CA	BRIAN C	JENSEN	41161 HIGHWAY 200		HOPE	ID	83836
RPB0160002011AA	STEVEN W	CAREY	PO BOX 538		BONNERS FERRY	ID	83805
RPB0160002011BA		LENKER FAMILY TRUST	5610 BUTTONWOOD CT SE		SALEM	OR	97306
RPB0160002011CA	R E	LENKER	5610 BUTTONWOOD CT SE		SALEM	OR	97306
RPB0160002012AA	TYLER M	UNRUH	6750 DENVER STREET		BONNERS FERRY	ID	83805
RPB0160002012CA	ALAN	FLORY	PO BOX 1924		BONNERS FERRY	ID	83805
RPB03600040030A	JEANINE ETVIR	BENDER	6757 EL PASO STREET		BONNERS FERRY	ID	83805
RPB0360005002AA	IRMA F LE	CLARK	PO BOX 1005		BONNERS FERRY	ID	83805
RPB0360005003AA	ROBERT K	STANDLEY	310 DUNBAR AVE		FAIRBANKS	AK	99701
RPB0360005005AA		PANHANDLE LLC	PO BOX 538		BONNERS FERRY	ID	83805
RPB0360005005BA	KATHEE	ROBINSON	6490 FILLMORE ST		BONNERS FERRY	ID	83805
RPB0360005008AA	JIMMY L	BALL	PO BOX 1979		BONNERS FERRY	ID	83805
RPB07800010058A		UNITED METHODIST CHURCH	PO BOX 103		BONNERS FERRY	ID	83805
RPB0780001008BA		UNITED METHODIST CHURCH	PO BOX 103		BONNERS FERRY	ID	83805
RPB07800020010A	SUSAN M	LARSON	PO BOX 177		BONNERS FERRY	ID	83805
RPB0780002005BA		CATHOLIC CHURCH	PO BOX 58		BONNERS FERRY	ID	83805
RPB0780002010AA		CATHOLIC CHURCH	PO BOX 58		BONNERS FERRY	ID	83805
RPB0780003010AA		FIRST BAPTIST CHURCH	PO BOX 643		BONNERS FERRY	ID	83805
RPB07800040010A		FIRST BAPTIST CHURCH	PO BOX 643		BONNERS FERRY	ID	83805
RPB0780004004AA	KENNETH V	BAKER	PO BOX 1342		BONNERS FERRY	ID	83805

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING BONNERS FERRY CITY CODE TITLE THREE, CHAPTER SEVEN TO UPDATE REGULATIONS AND PERMITTING PROCESS CONCERNING SPECIAL EVENTS WITHIN THE CITY OF BONNERS FERRY; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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

WHEREAS, regulations pertaining to special events held within the City of Bonners Ferry are necessary to promote and protect the public health, welfare and safety by requiring a permitting process,

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

Section 1: That Bonners Ferry City Code Title Three, Chapter 7 is hereby repealed.

Section 2: That Bonners Ferry City Code Title Three, Chapter 7 is hereby replaced to read as follows:

SPECIAL EVENTS

3-7-1: FINDINGS AND INTENT

(A) The Bonners Ferry City Council finds that special events which take place in the City of Bonners Ferry which are offered to the general public or a substantial segment of the public have the potential to attract large gatherings of people which may cause adverse public health and safety conditions requiring municipal involvement and regulation to ensure adequate protection of public health and safety.

(B) It is the intent of the Bonners Ferry City Council that this chapter be enacted to protect and promote the health, welfare, and safety of citizens and visitors to the City of Bonners Ferry and to regulate special events for the benefit and protection of the public health and safety. Special event applicants, promoters, and sponsors whose special events require the use of extraordinary city resources as a result of anticipated attendance, heightened security concerns, or other logistical situations should pay for those extraordinary resources in order to alleviate the cost to the public taxpayer.

3-7-2: DEFINITIONS

As used in this chapter:

1. APPLICANT, PROMOTER, OR SPONSOR: The person making an application for a permit to plan and operate a special event within the City of Bonners Ferry. As used herein, the applicant, promoter, and sponsor may be used interchangeable and the requirements of this chapter and any administrative regulations shall be enforced against the applicant, promotor, or sponsor.
2. EXTRAORDINARY RESOURCES: Government, public health and safety personnel, equipment, or other resources which would not, in the absence of the special event, be required or expended.
3. INSURANCE: A general liability policy for each permitted event in the amount designated within this chapter written by an insurer authorized by the State of Idaho to write insurance policies and kept continuously in force for the full term of the permit.
4. PERMITTEE: A person having a city issued permit in full force and effect issued hereunder to plan and operate a special event within the City of Bonners Ferry.
5. PERSON: Any person, firm, partnership, association, corporation, company, or organization of any kind.
6. PROJECTED ATTENDEES AND PARTICIPANTS: The estimated number of persons who will attend or participate, are reasonably likely to attend or participate, or are expected to attend or participate in a special event. The number estimate should consider the type and format of the special event, the size and location of the event, any prior events which were similar, including the special event history itself if it is an annual event or part of a series of gatherings or events, and the entertainment, if any, planned.
7. SIDEWALK: Any area or way set aside or open to the general public for purposes of pedestrian traffic, whether or not it is paved.
8. SPECIAL EVENT: A pre-planned gathering, event, or series of related consecutive events of an entertainment, cultural, recreational, educational, political, religious, or sporting nature, or any other nature that:
    a. Is expected to draw fifty (50) or more persons at any session as participants or spectators;
    b. Impacts city streets, sidewalks, parks, common areas, or utilizes city resources;
    c. Requires special City services beyond normal functions including, but not limited to: street closure, increased police or fire protection; or
    d. Intends to broadcast amplified sound or generate unusual noise.

    Examples of special events include, by way of illustration and without limitation the following types of events: concerts, dances, assemblages,

processions, parades, circuses, fairs, festivals, block parties, community events, mass participation sports such as running events, bicycle races, or sports tournaments, or other organized activity conducted for a common and collective use.

9. STREET: Any place or way set aside or open to the general public for purposes of vehicular traffic including any berm or shoulder, right of way, or median strip thereof.

3-7-3: SPECIAL EVENT PERMIT REQUIRED:

1. No person shall stage, promote, or conduct any special event, as defined above, in the city without first obtaining a special event permit approved by the Chief of Police, Fire Department Chief, and City Administrator.
2. The requirements for permitting under this chapter shall not apply to the following (unless closure of City streets is requested, in such case, the organizer must complete an application, but fees shall be waived):
    a. Funeral processions,
    b. Spontaneous events for the purpose of expressive activity that occur in response to breaking news or events;
    c. Government sponsored functions;
    d. Venues that are permitted to hold such activities by the property's zoning or an approved special use permit;
    e. Private functions held on private property; and
    f. School District functions

    In determining whether an event is exempt, no consideration shall be given to the content of any constitutionally protected expression connected with the planned activity. No permit shall be required under this chapter, nor any condition imposed on any permit if requiring so would violate the rights protected by the Constitution of the United States or by the Constitution of the State of Idaho.

3-7-4: PERMIT APPLICATION, FEES, INSURANCE AND INDEMNIFICATION:

1. All applicants for a special event permit shall submit an application for a special event permit to the City Clerk no later than thirty (30) days prior to the commencement of the special event.
2. The application for a special event permit shall require and contain information as determined by application approved by the City Council and the Chief of Police.

3. The council shall establish by resolution, a non-refundable fee amount to be submitted with a permit application, the amount of which shall cover the expenses incident to processing the application. This may include an additional fee for applications not submitted in a timely manner as determined by this chapter.
4. All applicants shall submit, with the application, and maintain at least until the conclusion of the event, a comprehensive general liability insurance policy in the amount of one million dollars ($1,000,000), naming the City of Bonners Ferry as a co-insured party. If alcohol is to be served at the event, the insurance policy must also contain an alcohol rider. Applicants must also execute indemnification and hold harmless provisions contained within the application.
5. A cleanup fee, which shall be established by resolution of the City Council shall be required at the time of application, all, a portion of, or none of which shall be returned upon recommendation of the Chief of Police after his inspection of the premises after the event has concluded and the premises have been vacated. Cleanup shall include removal of all signs and advertising materials posted on public property to advertise the event.
6. Upon application to the council and good cause shown, the council may, reduce or waive part or all of the financial requirements for issuance of a permit where the proceeds of the performance or parade are to be donated to a charitable or community organization or for a purpose to benefit the residents, business, or purpose of the City.

3-7-5: ISSUANCE OF PERMIT, EXTRAORDINARY RESOURCES; CONDITIONS OF APPROVAL; GROUNDS FOR DENIAL

1. Upon submission of the application and any supporting documents required by this chapter, the Chief of Police or his designee may approve, approve with conditions, or deny a permit. If additional information is required by the chief of police the applicant shall have five (5) business days to submit all requested information.
2. Special event applicants, promoters, or sponsors whose special events require the use of extraordinary city resources as a result of their anticipated attendance or heightened security concerns shall be required to pay for those resources as determined by the chief of police. Full recovery for extraordinary expenses shall be required no later than sixty (60) days following the conclusion of the event.
3. The Chief of Police shall seek advice of other relevant staff members when the review and coordination of a specific event application is deemed necessary including the Street Department, Clerk's Office, and Fire Department. The applicant may be required to attend a meeting with the relevant parties during the review of the application.
4. An application for a permit may be denied if the Chief of Police determines:

a. The applicant has made any false, material representation in the application;
b. The applicant fails to provide any items or information required by this chapter;
c. In the opinion of the chief of police, the proposed event fails to provide a safe and secure venue or puts at risk the safety and well-being of citizens in the community, or if the applicant fails to gain required licenses, permits, or permissions;
d. The special event will substantially interfere or conflict with any other special event for which a permit has already been granted or activity already scheduled with the provision of public safety or other city services in support of such other previously scheduled event.
e. The special event will:
    i. Substantially interrupt the safe and orderly movement of public transportation or other vehicular and pedestrian traffic in area of the special event;
    ii. Close streets so as to cause unsafe conditions for the public;
    iii. As a result of the expected attendance at the event, the lawful capacity of the facility or area will be exceeded;
    iv. The parking available at the facility will be inadequate to accommodate the expected attendance; or
    v. The event coordinator, applicant, promotor, or sponsor has failed to pay for a previously permitted event.

5. If a permit is denied or if the permit is approved with conditions to which the applicant objects, the chief of police or his designee shall provide the applicant with a written decision to deny or approve the conditions within ten (10) business days. The applicant, within ten (10) business days of the denial may appeal the decision to the City Council for a final review based upon the documents and circumstances presented. The applicant's appeal will be scheduled for consideration by the City Council during a regularly scheduled council meeting within fifteen (15) business days.

3-7-6: REVOCATION OR SUSPENSION OF A PERMIT

The Chief of Police or his designee may summarily suspend or revoke a special event permit issued under this chapter for violation by the applicant of federal, state, or local laws or ordinances during the event, for violations of conditions of the permit, or for making any material false representations in an application for a permit. In deciding whether to suspend or revoke a permit, the Chief of Police or his designee may consult with other members of city staff. In the event of a suspension or revocation, the appeal provisions above shall apply commencing upon the date of the suspension or revocation notice.

3-7-7: PROHIBITIONS AND PENALTIES

At special events, it shall be unlawful for any person to:

1. Conduct, present, stage, or promote a special event without a permit;
2. Violate any provision of this chapter;
3. Serve or cause to be served alcohol in violation of Idaho Code; and/or
4. Violate any condition of a special event permit.

Any person violating any provision of this chapter shall be deemed guilty of an infraction and upon conviction thereof shall be fined in an amount not to exceed the statutory maximum established by Idaho Code.

Section 3: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 4: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

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

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

_____
Clerk, City of Bonners Ferry

City of Bonners Ferry

Parade Permit Request

Applicant: Bonners Ferry High School
(Organization)

Are you a non-profit: NO If yes, non-profit # not applicable

Do you have insurance for this event: YES Policy: 2PGD04024011S

Address: 6485 Tamarack Ln. Bonners Ferry, ID. 83805

Purpose: Homecoming

Parade Date: 9.23.16 Time: Roll call: 11:00 line up: 11:30 parade: 12:00

Describe parade route & include sketch: Parade will begin at Fairgrounds, go down Bonner St, turn right at Main St, across Kootenai St toward Arizona St then turn right and walk back to fairgrounds

* No throwing candy or items from other vehicles (must be handed out)

* No sirens during parade

* No-debris left on street. If animals are to be in the parade there must be someone designated to follow and clean up after them.

Special conditions: N/A

I request approval for the above parade, and agree to the terms and conditions. I am an authorized representative of the group making application.

Signature: C. Garner Title: Dean of Students Phone: 267 3149

Date of request: 9.23.16 (minimum of 30 days advanced notice required.)

Approved: Chief of Police: Kris Walter Date: 9-14-16

Mayor: _____ Date: _____

Fees Paid:

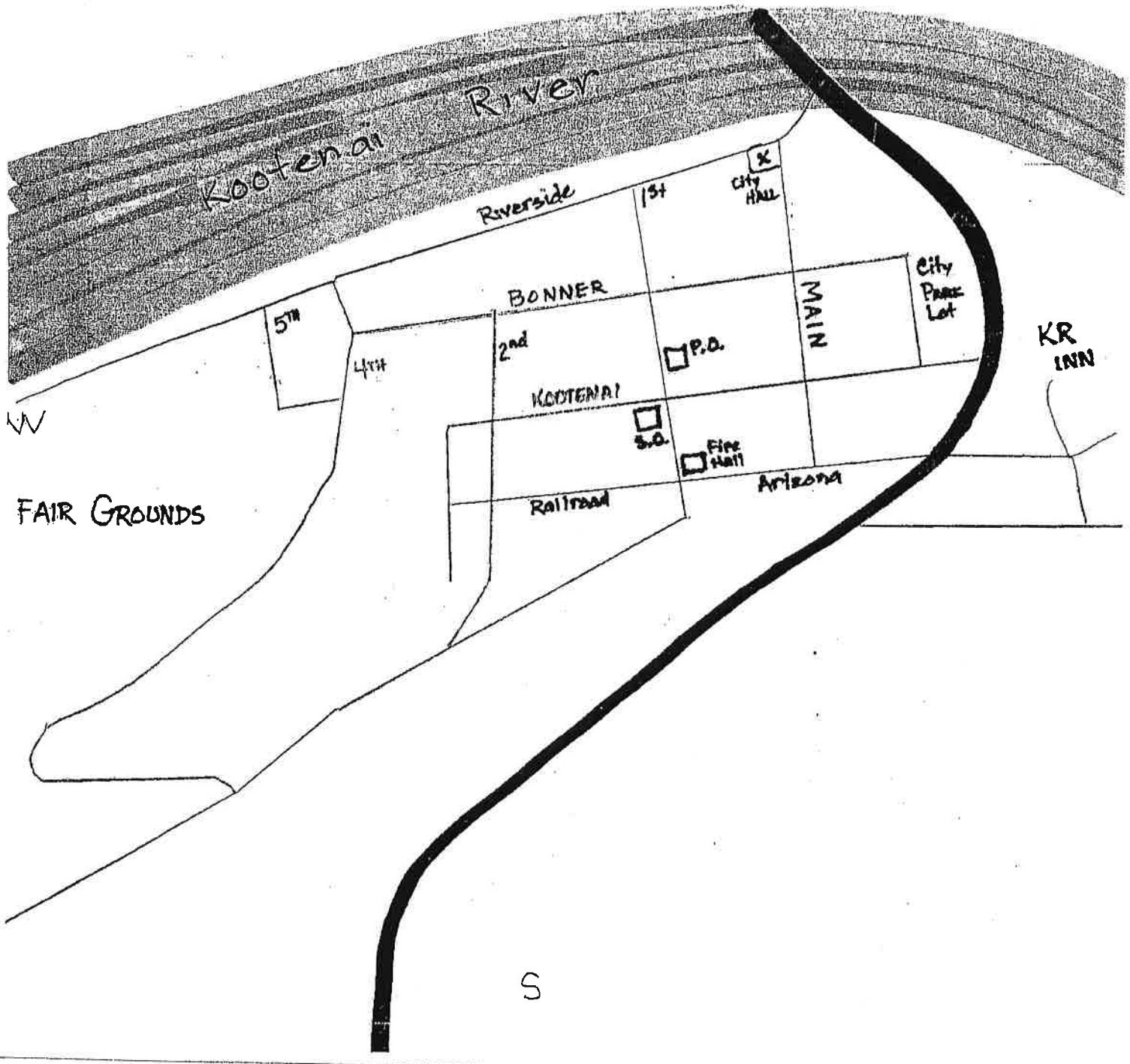
Special Event Fee $100.00 Waived ____ Paid ____ Date: _____

Cleanup Fee $100.00 Waived ____ Paid ____ Date: _____

Because this is a school event, we request that the event fee is waived and that the curfew be moved to 1:AM on Saturday the 24 after the dance on the 23 that ends at midnight.

N

PARADE ROUTE



Rec'd 8-30-16

City Council Members

Re: Noise Ordinance

Years ago I saw road signs on the North Hill about compression brakes. Did this ordinance get voted out or is it just not being enforced?

I understand safety of truckers is important. However unmuffled compression brakes are very loud even inside my house. With truck traffic on the highway day and night this becomes very disturbing.

Another noise issue is loud music from vehicles. Just because these individuals enjoy that strong beat doesn't mean everyone does. It can be heard blocks away.

I would appreciate an answer about these two issues. Do we have and ordinance about unmuffled compression brakes? Do we have a general noise ordinance? If not can it be established/enforced?

Jan Klopfenstein
P.O. Box 21
Bonners Ferry, ID 83805
208-304-4572

ORIGINAL

CONTRACT FOR FIRE PROTECTION SERVICES

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

PARTIES

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

FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.

A.

SCOPE OF SERVICES

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

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

B.

FIRE HYDRANTS

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

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

C.

PROGRESS AND FINAL REPORTS

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

GENERAL TERMS AND CONDITIONS

A.

SUPPLIES, EQUIPMENT & FACILITIES

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

B.

CONTRACT TERM

The period of this Contract shall be the period beginning October 1, 2016 and ending September 30, 2017 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

C.

CONTRACT AMOUNT

CITY shall receive compensation for services provided under this Contract in the amount of twenty-one thousand five hundred and four United States dollars (US$21,504.00 -- $1792/month), which amount shall be prorated from the date of signature of both parties.

D.

DISPUTES

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

E.

INDEMNIFICATION

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

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

F.

PAYMENT IN LIEU OF TAXES

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

G.

VOLUME CONSIDERATION

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

H.

TRIBAL COOPERATION

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

I.

HOLD OVER CLAUSE

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

DATED this ___ day of _____, 2016.

KOOTENAI TRIBE OF IDAHO **Attest:**

By:_____ By:_____

Gary Aitken, Jr., Chairman Velma Bahe, Secretary

CITY OF BONNERS FERRY **Attest:**

By:_____ By:_____

CITY/COUNTY DISPATCH AGREEMENT

This **AGREEMENT** by and between the CITY OF BONNERS FERRY, an Idaho Municipal corporation (City), and the COUNTY OF BOUNDARY, a political subdivision of the State of Idaho (County).

WITNESSETH:

WHEREAS, City operates and funds a full-time Police department; and

WHEREAS, County operates and funds a full time Sheriff's Department; and

WHEREAS, the maintenance of an additional dispatcher by each department would amount to duplication of services at the expense of the taxpayer; and

WHEREAS, Idaho Code Section 67-2326 authorizes joint service agreements where it is to the mutual advantage of the parties as well as provide functions in a manner that will best accord with geographic, economic, population and other factors influencing their respective needs and development; and

WHEREAS, City and County, each for itself, finds that a joint agreement for the funding and operation of a joint dispatching service does provide an advantage and does provide a service that will best accord with the geographic, economic and efficiency needs of each of them; and

WHEREAS, the term of said agreement begins on October 1, 2016 and terminates on September 30, 2017;

NOW, THEREFORE, the parties agree as follows:

1. County agrees as follows:

A. County will, and hereby does, authorize the Sheriff's Department to provide twenty-four hour dispatching service so that reasonable full-time dispatching service will be provided to the Sheriff's Department and City police, Fire Departments, Electric, Water, Sewer, Streets, and such other City Departments as necessity requires upon mutual agreement of all parties.

B. The funds identified in Section 2 below, delivered by City to County, will be paid to County as and for payment in full of City's obligation for dispatching service.

2. City agrees as follows:

A. City will, for Fiscal year 2016-2017, pay to County $28,500 for such service, payable to County on or before January 15, 2017.

3. The parties jointly agree:

A. Sheriff will have complete and sole and only control of the positions of dispatcher and of the person occupying the same, including, but not limited by such inclusion, applying Sheriff's Department personnel policies.

B. The duration of this Agreement shall be from October 1 through September 30 of each succeeding Fiscal Year if renewed. Notice of non-renewal shall be provided in writing by either party not less than ninety (90) days prior to the expiration of this agreement, otherwise this agreement shall renew for an additional fiscal year with all terms and conditions unchanged except for the contract dollar amount, which shall be negotiated by the parties hereto in good faith.

C. This Agreement does not create any separate or legal entity.

D. The purpose of this Agreement, as outlined above, is to provide dispatch service for the joint benefit of the City Police, City Fire, and other departments as necessity requires and the Boundary County Sheriff's Department by mutual agreement of all parties.

E. It is specifically understood that this Agreement does not include any financial obligations the parties have regarding each of their uses of the North Idaho Crime laboratory.

4. In addition to the funding outlined above, all funding will be provided through the County budget process.

5. The administrator of this Agreement shall be the Sheriff, Boundary County, Idaho.

6. No real property will be involved in this Agreement, and the manner of acquiring, holding and disposing of personal property used in this agreement will be discretionary with the Sheriff, as outlined in his annual budget.

7. The work of these dispatchers will be solely as employees of County.

8. County will hold City harmless from all claims or causes of action arising

from acts of County, its agents or employees acting under or in relation to this Agreement.

9. Further, it is acknowledged and agreed that this Agreement covers the provision of services only and that City by virtue of this Agreement acquires no interest in property owned or used by county as related to the Agreement and that City acquires no interest in dispatcher positions other than the services provided by such positions during the non-terminated and active time frame of this Agreement.

It is further agreed that no dispatcher shall be considered an employee of City for any purposes, including but no limited by such inclusion, worker's compensation and unemployment compensation.

DATED this 29th day of August, 2016.

CITY OF BONNERS FERRY

By_____
David Sims, Mayor

ATTEST:

_____
Kris Larson, Clerk of
the City of Bonners Ferry

COUNTY OF BOUNDARY
BOARD OF COMMISSIONERS

_____
Dan R. Dinning, Chairman

_____
LeAlan L. Pinkerton, Commissioner

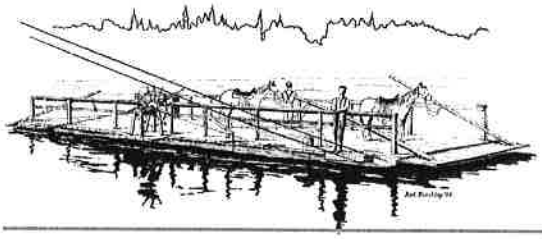
_____
Walt Kirby, Commissioner

BOARD OF COUNTY COMMISSIONERS SEAL BOUNDARY COUNTY IDAHO

Attest:

Glenda Poston,
Clerk of the Board of Commissioners

Greg Sprungl
Boundary County Sheriff



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council

From: Kris Larson, Clerk/Treasurer

Date: 9/16/2016

Re: Grant Writing and Administrative Services

The City advertised for Request for Proposals for Administrative Services. This was for assistance in project development, grant writing and grant administration for all public facility, economic development, senior center and imminent threat type projects for a three year period within the City.

We received two proposals. One from Panhandle Area Council and the other was from Stephen Drinkard.

Mike Klaus, Lisa Ailport, and I interviewed both candidates and judged them based on capability, experience, qualifications, approach and schedule, and selection committee interview. Please find attached the summary of our evaluations. We selected Panhandle Area Council.

Please call Mike, Lisa, or me if you have any questions.

Thank you,

Kris

Summary Evaluation Rating Sheet
GRANT WRITING AND ADMINISTRATION SERVICES

NAME OF BIDDER	CAPABILITY	EXPERIENCE	QUALIFICA-TIONS	APPROACH & SCHEDULE	INTERVIEW	TOTAL	COMMENTS
Panhandle Area Council	70	75	75	70	30	320	Depth of staff More depth in PAC than individual Good experience Great drive
Stephen DrinKard	68	64	70	64	30	296	Out of the box approach Searches for funding sources Liked creativity & problem solving skills
Chief Elected Official Signature:							Date:

MEMO

CITY OF BONNERS FERRY
Admin/Engineering

Date: September 20, 2016
To: City Council
From: Mike Klaus
Subject: **Augusta St. Project - Time Extension Change Order**

The Augusta Street Sidewalk project was to be substantially complete by August 20th with a final completion date of September 5th, 2016. The contractor, KG&T Septic, has experienced delays for several reasons. The longest delays have apparently been associated with the late arrival of storm drain components earlier in the project. The City is responsible for a two day delay, because of an unanticipated water line move.

The Contractor is asking to extend the substantial completion date to September 30, 2016 and the final completion date to October 10, 2016. The attached letter indicates "asphalt and final clean up by September 30, 2016". I have talked to KG&T about that being labeled as the substantial completion. I also discussed the final completion date with KG&T and determined that the 10th of October provides a typical period between substantial and final completion in a typical project.

Please call me with any questions you may have.

Thank you,

Mike

Mike

KG&T Septic Inc.
172 Sunrise Road
Bonners Ferry, Idaho 83805
208-267-5110 phone
208-267-6016 fax
kgtseptic@frontier.com

September 15, 2016

Mike Klaus
City of Bonners Ferry

Re: Completion Schedule for Augusta Street, Bonners Ferry, Idaho.
(This is just a projected time frame, we are hoping for an earlier completion and will stay aggressively working on this project till completion)

This is to inform you of our scheduled completion days.

All Excavation to be complete by September 27, 2016

All Concrete work to be complete by September 27, 2016

All Asphalt and final clean up by September 30, 2016

We ask for an additional 4 working days once we receive our "punch list" to complete any additional issues.

We thank you very much for giving us the opportunity work for you on this project. We also appreciate your help and working together with you on the issues that we have faced during this project. We feel that the project is going well and look forward to the completion.

Thank you,
Terry Johnson

MEMO

CITY OF BONNERS FERRY
Admin/Engineering

Date: September 20, 2016
To: City Council
From: Mike Klaus
Subject: **Sewer Department - New Aerator Purchase**

Last week, I determined with the sewer department that we needed an additional aerator in the primary lagoon. I authorized the sewer department to purchase another aerator for $9,152.16, because we currently have inadequate aeration to properly treat wastewater. We also have one aerator out of service which further increased the need for another unit.

In the warmer summer months it is difficult to maintain high enough dissolved oxygen to provide adequate treatment, especially if the incoming waste stream has a spike that increases the oxygen demand. The City's treatment process has experienced low dissolved oxygen at unexpected times, indicating that we need to have additional aeration available for unexpected spikes to the system.

Please call me with any questions you may have.

Thank you,

Mike

AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

PROPOSAL # 43032

TO: BONNERS FERRY
6362 WASHINGTON ST.
BONNERS FERRY
IDAHO 83805
USA
ATN: DOUG

PROJECT: BONNERS FERRY WWTP, ID
BONNERS FERRY
ID
USA-MUN
PROPOSAL DATE: September 12, 2016

If billing and/or shipping address is different, please advise.

Qty	Description	Unit Price	Total Price
	We are pleased to quote, for acceptance within (30) days of this date, prices and terms on equipment listed below. Shipment of equipment will be completed (3-4) weeks* after receipt of purchase order with mutually acceptable terms and conditions, subject to credit approval, or engineer approved submittals, if required. Aqua-Aerobic Systems' proposal is based upon supply of equipment models as noted. *Notes: Actual shipment is dependent on equipment availability at the time of receipt of order. Equipment will be furnished by Aqua-Aerobic Systems, Inc. with civil work and installation by the purchaser.		
1	7.5 HP Model SS "Endura Series" Aqua-Jet Aerator. Float is 14 gauge 304 stainless steel skin, filled with closed cell polyurethane foam. Volute and Intake Cone are 304 stainless steel. Propeller is cast stainless steel. Diffusion Head is monolithic casting of 304 stainless steel. Motor will be TEFC, 460 volt, 3 phase, 60 hertz, 1800 RPM with 1.15 Service Factor and Class F nonhygroscopic insulation. Motor shaft is one-piece 17-4 PH stainless steel. WARNING: The Aqua-Jet® Aerator has a high velocity, upwardly directed hydraulic flow directly below the unit. In addition, horizontal surface velocities persist for some distance from the unit. These flow patterns may, in some instances, cause damage to basin bottoms or walls, creating leaking potential. In earthen or lined basins, Aqua-Aerobic Systems recommends the use of a concrete pad on the basin bottom directly below the aerator. If concrete is known to be nonresistant to the waste, other materials should be investigated. Riprapping, or similar means of bank protection can protect basin walls. If basin contains toxic wastes, user is advised to obtain engineering advice as to basin design and construction necessary to prevent possible erosion and leakage. Aqua-Aerobic Systems assumes no liability or responsibility for any damage to basin bottoms or walls, or for any injuries or damages resulting therefrom.	$6,336.80	$6,336.80
1	304 stainless steel anti-erosion assembly for 7.5 HP aerator.	$386.89	$386.89
1	7.5 HP Aqua-Jet Aerator premium efficent motor 460 volt, three phase, 60 hertz, 1800 RPM.	$1,930.35	$1,930.35

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1	Propeller kit, part #P2600012-LX0, for 7.5HP aerator. Kit includes 15-5 Propeller with set screws, propeller pin, loctite, quickmetal and installation manual.	$498.12	$498.12

SPECIAL NOTES:

COMMERCIAL NOTES:

- Freight charges are NOT included in this proposal. Freight charges will be prepaid with actual charges to be added to invoice.

- Startup supervision is NOT included.

- Payable net 30 days from date of shipment subject to credit review; no retainage allowed.

- Unless specifically stated herein, no taxes were included in Aqua-Aerobic Systems' price. State and/or local taxes will be charged unless we receive a valid resale/exemption certificate.

SCOPE / EQUIPMENT NOTES:
- Only the aerator and anti-erosion assembly is provided. Electrical and mooring accessories, control panels, junction boxes, anchors and eyebolts are not included in Aqua's scope of supply and shall be supplied by others. Pricing can be provided upon request.

- Based on the current instability in stainless steel pricing, Aqua-Aerobic Systems, Inc. reserves the right to re-evaluate the pricing quoted prior to order acceptance.

- Aqua-Aerobic Systems' offer is based upon the supply of Aqua-Aerobic Systems' standard equipment as described within this proposal, including the warranty as included within Terms and Conditions of Aqua-Aerobic Systems, Inc., and Aqua-Aerobic Systems' standard factory test(s) prior to shipment. Aqua-Aerobic Systems' scope of supply does not include any process or performance guarantees or warranties or process or performance testing unless specifically detailed within this proposal.

- TRADEMARKS: Aqua-Aerobic, AquaSBR, Aqua-Jet, Aqua-Jet II, AquaDDM, Endura Series, Aqua EnduraDisc, Aqua EnduraTube, Aqua CB-24, AquaCAM-D, AquaEnsure, IntelliPro, AquaExcel, Aqua MixAir, AquaPASS, Aqua MSBR, AquaMB Process, Aqua-Aerobic MBR, Aqua UltraFiltration, Aqua MultiBore, OxyMix, Aqua BioMax, AquaDisk, AquaDrum, AquaDiamond, Aqua MegaDisk, AquaDrum, Aqua MiniDisk, OptiFiber, OptiFiber PES-13, OptiFiber PA2-13, OptiFiber ACR-13, OptiFiber PES-14, AquaABF, Turbilite, and the Aqua-Aerobic logo are registered trademarks or pending trademarks of Aqua-Aerobic Systems, Inc. All other products and services mentioned are trademarks of their respective owners.

SHIPPING NOTES:

To expedite your order, please provide the shipping instructions below:

Earliest acceptable equipment on site date:

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Ship to address (including zip code):

Driver to provide 24 or 48 or _____ HOURS pre-delivery notice to:

Jobsite contact name:

@ telephone number: _____

Deliveries are accepted on the following days of the week:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Acceptable hours of delivery ____:____ AM to ____:_____ PM

Special instructions to relay to the carrier and/or the driver:

Pricing Summary:

Equipment and/or Accessories:	$9,152.16
Total Job Price:	$9,152.16

Material and/or services not specifically listed in this proposal are not included in the quoted TOTAL JOB PRICE and are to be supplied by others.

Goods quoted above will be sold subject to the terms and conditions of sale set forth on the face hereof and the following pages entitled "Terms and Conditions of Aqua-Aerobic Systems, Inc. (A Metawater Company)": Any different or additional terms are hereby objected to.

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

This offer and all of the goods and sales of Aqua-Aerobic Systems, Inc. are subject only to the following terms and conditions. The acceptance of any order resulting from this proposal is based on the express condition that the Buyer agrees to all the terms and conditions herein contained. Any terms and conditions in any order, which are in addition to or inconsistent with the following, shall not be binding upon Aqua-Aerobic Systems, Inc. This proposal and any contract resulting therefrom, shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of laws principles.

PAYMENT
Unless specifically stated otherwise, quoted terms are Net 30 Days from shipping date. Past-due charges are 1.5% per month and will apply only on any past-due balance. Aqua-Aerobic Systems, Inc. does not allow retainage of any invoice amount, unless authorized in writing by an authorized representative of our Loves Park, Illinois office.

DURATION OF QUOTATION
This proposal of Aqua-Aerobic Systems, Inc. shall in no event be effective more than 30 days from date thereof, unless specifically stated otherwise, and is subject to change at any time prior to acceptance.

SHIPMENT
Shipping dates are not a guarantee of a particular day of shipment and are approximate, being based upon present production information, and are subject to change per the production schedules existing at time of receipt of purchase order. Aqua-Aerobic Systems, Inc. shall not be responsible for any delay in shipment for causes beyond its control including, but not limited to, war, riots, strikes, labor trouble causing interruption of work, fires, other casualties, transportation delays, modification of order, any act of governmental authorities or acts of God. Quoted shipment dates in this proposal are approximate dates goods will be shipped and, unless agreed to in writing by Aqua-Aerobic Systems, Inc., Buyer may not postpone or delay the dates of shipment of goods from our plant or from our supplier's plants beyond the dates set forth in this proposal.

TITLE AND RISK OF LOSS
All prices and all shipments of goods are F.O.B. Aqua-Aerobic Systems, Inc.'s plant at Loves Park, Illinois unless specifically stated otherwise. Delivery of the goods sold hereunder to the carrier shall be deemed delivery to the Buyer, and upon such delivery, title to such goods and risk of loss or damage shall be upon Buyer.

TAXES
Prices quoted do not include any taxes, customs duties, or import fees. Buyer shall pay any and all use, sales, privilege or other tax or customs duties or import fees levied by any governmental authority with respect to the sale or transportation of any goods covered hereby. If Aqua-Aerobic Systems, Inc. is required by any taxing authority to collect or to pay any such tax, duty or fee, the Buyer shall be separately billed at such time for the amounts Aqua-Aerobic Systems, Inc. is required to pay.

INSURANCE
Unless the goods are sold on a CIF basis, the Buyer shall provide marine insurance for all risks, including war and general coverage.

SECURITY
If at any time the financial responsibility of the Buyer becomes unsatisfactory to Aqua-Aerobic Systems, Inc., or Aqua-Aerobic Systems, Inc. otherwise deems itself insecure as to receipt of full payment of the purchase price from Buyer hereunder, Aqua-Aerobic Systems, Inc. reserves the right to require payment in advance or security or guarantee satisfactory to Aqua-Aerobic Systems, Inc. of payment in full of the purchase price.

LIMITATION OF ACTION
No action shall be brought against Aqua-Aerobic Systems, Inc. for any breach of its contract of sale more than two years after the accrual of the cause of action thereof, and, in no event, unless the Buyer shall first have given written notice to Aqua-Aerobic Systems, Inc., of any claim of breach of contract within 30 days after the discovery thereof.

CANCELLATION CLAUSE
No acceptance of this proposal, by purchase order or otherwise, may be modified except by written consent of Aqua-Aerobic Systems, Inc. nor may it be cancelled except by prior payment to Aqua-Aerobic Systems, Inc. the following sums as liquidated damages therefor: 1) If cancellation is prior to commencement of production and prior to the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to 15% of the total purchase price; 2) If cancellation is after the commencement of production or after the assumption of any obligations by Aqua-Aerobic Systems, Inc. for any materials or component parts, a sum equal to the total of the direct, out-of-pocket expenses incurred to the date of cancellation for labor, machine time, materials and any charges made to us by suppliers for cancellation, plus 30% of the total purchase price. All charges and expenses shall be as determined by Aqua-Aerobic Systems, Inc. In the event any items are used by Aqua-Aerobic Systems, Inc. to fill a subsequent order, then upon receipt of payment for such order, Aqua-Aerobic Systems, Inc. shall pay the Buyer a sum equal to the direct out-of-pocket expenses previously charged and received from Buyer.

PROPRIETARY INFORMATION
This proposal, including all descriptive data, drawings, material, information and know-how disclosed by Aqua-Aerobic Systems, Inc. to Buyer in relation hereto is confidential information intended solely for the confidential use of Buyer, shall remain the property of Aqua-Aerobic Systems, Inc. and shall not be disclosed or otherwise used to the disadvantage or detriment of Aqua-Aerobic Systems, Inc. in any manner.

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TERMS AND CONDITIONS OF AQUA-AEROBIC SYSTEMS, INC.

QUALIFIED ACCEPTANCE AND INDEMNITY

In the event the acceptance of this proposal by Buyer either is contingent upon or subject to the approval by any third party such as, but not limited to, a consulting engineer, with respect to goods, parts, materials, descriptive data, drawings, calculations, or any other matter, then upon such approval by any third party, Aqua-Aerobic Systems, Inc. shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal. In the event any such third party requires modifications in the proposal prior to the approval thereof, Aqua-Aerobic Systems, Inc. may at its sole option and without liability to any party elect to cancel this proposal or return the purchase order to Buyer. In the event Aqua-Aerobic Systems, Inc. elects to modify this proposal to conform to the requirements for approval by any third party, Aqua-Aerobic Systems, Inc. in such event shall have no liability to Buyer or to any third party so long as the goods sold and delivered by Aqua-Aerobic Systems, Inc. conform to this proposal as modified.

Buyer agrees to indemnify and save harmless Aqua-Aerobic Systems, Inc. from and against all costs and expenses and liability of any kind whatsoever arising out of or in connection with claims by third parties so long as the goods sold hereunder conform to the requirements of this proposal as approved by any third party.

WARRANTY; LIMITATION OF LIABILITY; AND DISCLAIMER

In return for purchase and full payment for Aqua-Aerobic Systems, Inc. goods, we warrant new goods provided by us to be free from defects in materials and workmanship under normal conditions and use for a period of one year from the date the goods are put into service, or eighteen months from date of shipment (whichever first occurs). If the goods include an "Endura Series" motor, the complete Endura Series unit shall be warranted by Aqua to be free from defects in materials and workmanship under normal conditions and use for three years from the date the product is put into service or 42 months from the date of shipment (whichever occurs first).

OUR OBLIGATION UNDER THIS WARRANTY IS EXPRESSLY AND EXCLUSIVELY LIMITED to replacing or repairing (at our factory at Loves Park, Illinois) any part or parts returned to our factory with transportation charges prepaid, and which our examination shall show to have been defective. Prior to return of any goods or its parts to our factory, Buyer shall notify Aqua-Aerobic Systems, Inc. of claimed defect, and Aqua-Aerobic Systems, Inc. shall have the privilege of examining the goods at Buyer's place of business at or where the goods have otherwise been placed in service. In the event this examination discloses no defect, Buyer shall have no authority to return the goods or parts to our factory for the further examination or repair. All goods or parts shall be returned to Buyer, F.O.B. Loves Park, Illinois. This warranty shall not apply to any goods or part which has been repaired or altered outside our factory, or applied, operated or installed contrary to our instruction, or subjected to misuse, chemical attack/degradation, negligence or accident. This warranty and any warranty and guaranty of process or performance shall no longer be applicable or valid if any product, including any software program, supplied by Aqua-Aerobic Systems, Inc., is modified or altered without the written approval of Aqua-Aerobic Systems, Inc. Our warranty on accessories and component parts not manufactured by us is expressly limited to that of the manufacturer thereof.

THE FOREGOING WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS ON OUR PART, INCLUDING ANY LIABILITY FOR NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS EXPRESSLY DISCLAIMED; AND WE EXPRESSLY DENY THE RIGHT OF ANY OTHER PERSON TO INCUR OR ASSUME FOR US ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF ANY GOODS PROVIDED BY US. THERE ARE NO WARRANTIES OR GUARANTEES OF PERFORMANCE UNLESS SPECIFICALLY STATED OTHERWISE.

UNDER NO CIRCUMSTANCES, INCLUDING ANY CLAIM OF NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, SHALL AQUA-AEROBIC SYSTEMS, INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, COSTS OF CONNECTING, DISCONNECTING, OR ANY LOSS OR DAMAGE RESULTING FROM A DEFECT IN THE GOODS. LIMIT OF LIABILITY: AQUA-AEROBIC SYSTEMS, INC.'S TOTAL LIABILITY UNDER THE ABOVE WARRANTY IS LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PART. THE REMEDIES SET FORTH HEREIN ARE EXCLUSIVE, AND OUR LIABILITY WITH RESPECT TO ANY CONTRACT OR SALE, OR ANYTHING DONE IN CONNECTION THEREWITH, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, OR OTHERWISE, SHALL NOT, IN ANY CASE, EXCEED THE PRICE OF THE GOODS UPON WHICH SUCH LIABILITY IS BASED.

Final acceptance of this proposal must be given to Aqua-Aerobic Systems, Inc. at their office in Loves Park, Illinois. Please acknowledge acceptance by signing the proposal and returning it to Aqua-Aerobic Systems, Inc.

Accepted by:

By: _____ **Date:** _____

Offer Respectfully Submitted,

Cynthia Borcherts

Cynthia Borcherts, Sales Assistant
Aqua-Aerobic Systems, Inc.

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CITY OF BONNERS FERRY ELECTRIC FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: ***August, 2016***

	ENERGY SALES	DOLLARS This Month	DOLLARS Year to Date	KWH SOLD This Month	KWH SOLD Year to Date	# of Cust. This Month
1	*Residential & Farm*	*$106,211*	$1,590,534	*1,360,290*	22,144,785	**2,006**
2	*Residential Seasonal*					
3	*Commercial - small (50 KVA or less)*	*$39,716*	$474,756	*565,627*	6,929,628	**458**
4	*Commercial - large (over 50 KVA)*	*$87,998*	$935,211	*1,381,612*	15,028,929	**183**
5	*Industrial*	*$81,160*	$967,501	*1,468,158*	18,397,647	**12**
6	*Irrigation and/or drainage pumping*	*$834*	$21,415	*5,688*	266,743	**9**
7	*Public Street Lighting*	*$2,438*	$26,819			**3**
8	*Interdepartmental*	*$4,818*	$48,775	*72,000*	689,964	**27**
9	*Self Consumed*	*$240*	$2,422	*3,089*	33,761	**3**
10						
11						
12	**Total** (1 thru 11)	**$323,415**	**$4,067,433**	**4,856,464**	**63,491,457**	**2,701**

	OTHER REVENUES		
13	*Pole Use*		$1,750
14	*Connects*	*$2,010*	$11,325
15	*Conservation*		
16	*Misc. Electric Revenue*	*$125*	$23,607
17	**Total Misc. Revenue** (13 thru 15)	**$2,135**	**$36,682**
18	**Total Operating Revenue** (12 + 16)	**$325,550**	**$4,104,115**

	OPERATING EXPENSES		
19	*Generation*	*$22,534*	$228,180
20	*Power Purchases - BPA*	*$150,768*	$1,763,586
21	*Power Purchases - Other*		
22	*Maintenance - General Property*	*$2,665*	$53,287
23	*Conservation*	*$8,015*	$56,305
24	*Customer's Srvc & Record*	*$4,092*	$45,937
25	*Total Ops & Treatment Expense*		
26	*Administrative and General*	*$36,314*	$557,521
27	*Transmission*	*$1,904*	$23,911
28	*Distribution*	*$24,305*	$326,272
29	*Rolling Equipment*	*$2,231*	$42,464
30	**Total Operating Expenses**(19 thru 29)	**$252,828**	**$3,097,463**

INCOME STATEMENT	This Month	Year to Date
1. Total operating Revenue (line 18)	**$325,550**	**$4,104,115**
2. Operating revenue deductions:		
3. Total operating expenses (line 30)	**$252,828**	**$3,097,463**
4. Depreciation	*$40,235*	$442,585
5. Amortization		
6. Taxes (transfer to General Fund)	*$16,278*	$205,205
7. Tax equivalents (interest to General Fund)	*$742*	$21,956
8. Total operating revenue deductions(3 thru 7)	**$310,083**	**$3,767,209**
9. Operating Income (1 minus 8)	**$15,468**	**$336,906**
OTHER INCOME		
10. Interest	*$768*	$22,170
11. Misc. Non-operating revenue (net)	*$0*	$7,040
	$768	**$29,210**
13. Gross Income (9 + 12)	**$16,236**	**$366,116**
14. Interest on long term debt	*$21,216*	$42,433
15. Interest on investment of municipality	*$2,603*	$48,633
16. BPA Revenues		
17. BPA Expenditures		
18. Miscellaneous income deductions		
19. Total Income deductions (14 thru 18)	**$23,819**	**$91,066**
20. Net Income (13 minus 19)	**($7,584)**	**$275,050**

CITY OF BONNERS FERRY WATER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: ***August, 2016***

	SALES	DOLLARS This Month	DOLLARS Year to Date	Cubic Feet Sold This Month	Cubic Feet Sold Year to Date	# of Cust. This Month
1	*Residential*	*$67,129*	$587,437	*1,847,239*	9,728,796	**1,090**
2	*Commercial - small*	*$28,819*	$234,542	*755,772*	4,334,460	**218**
3	*Commercial - large*	*$17,790*	$143,781	*547,915*	3,392,973	**79**
4	*Interdepartmental*	*$1,313*	$5,903	*44,221*	143,995	**6**
5	*Wholesale*					
6	*Industrial*	*$341*	$3,690			**2**
7	*Pumping & Drainage*	*$76*	$828			1
8	Total (1 thru 7)	**$115,468**	**$976,181**	**3,195,147**	**17,600,224**	**1,396**

	OTHER REVENUES		
9	*Bulk Water Sales*		$400
10	*Coin Op Sales*	*$238*	$1,423
11	*Misc. Water Revenue*		$3,671
13	*Connect Fees*	*$2,959*	$21,043
14	*Grant Revenue*		
15	Total Misc. Revenue (9 thru 14)	**$3,197**	**$26,537**
16	Total Operating Revenue (8 + 15)	**$118,665**	**$1,002,718**
	OPERATING EXPENSES		
17	*Source of Supply*		$6,555
18	*Pumping*	*$1,586*	$6,286
19	*Treatment*	*$12,807*	$142,463
20	*Transmission*	*$132*	$1,658
21	*Distribution*	*$3,836*	$51,730
22	*Line Operation/Maintenance*	*$6,447*	$24,856
23	*Meter Maintenance/Reading*	*$570*	$7,926
24	*Structure Maintenance*	*$883*	$6,058
25	*Customer Service*		
26	*Customer Accounting*	*$1,791*	$16,966
27	*Rolling Equipment*	*$546*	$15,557
28	*General & Administrative*	*$5,137*	$145,366
29	*Conservation*		
30	*General Property Maintenance*		$2,818
31	Total Operating Expenses(17 thru 28	**$33,735**	**$428,239**

	INCOME STATEMENT	This Month	Year to Date
	1. Total operating Revenue (line 16)	**$118,665**	**$1,002,718**
	2. Operating revenue deductions:		
	3. Total operating expenses (line 29)	**$33,735**	**$428,239**
	4. Depreciation	*$28,670*	$315,370
	5. Amortization		
	6. Taxes (General Fund Transfer)	*$5,933*	$50,137
	7. Tax equivalents (Interest to General Fund)		
	8. Total operating revenue deductions(3 thru 7)	**$68,338**	**$793,746**
	9. Operating Income (1 minus 8)	**$50,327**	**$208,972**
	OTHER INCOME		
	10. Interest	*$83*	$1,297
	11. Misc. Non-operating revenue (net)	*$1,147*	$1,373
	12. Total other income (10 + 11)	**$1,230**	**$2,670**
	13. Gross Income (9 + 12)	**$51,557**	**$211,642**
	14. Interest on long term debt		$18,468
	15. Interest on investment of municipality		
	16. Miscellaneous income deductions		
	17. Total Income deductions (14 thru 16)	**$0**	**$18,468**
	18. Net Income (13 minus 17)	**$51,557**	**$193,174**

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: ***August, 2016***

	SALES	DOLLARS This Month	DOLLARS Year to Date	Cubic Feet Sold This Month	Cubic Feet Sold Year to Date	# of Cust. This Month
1	*Residential*	*$27,818*	$296,452			1,010
2	*Commercial - small*	*$16,582*	$173,356			207
3	*Commercial - large*	*$10,103*	$100,054			66
4	*Interdepartmental*	*$26*	$270			1
5	*Wholesale*					
6	*Industrial*	*$51*	$540			2
7	*Pumping & Drainage*					
8						
9	Total (1 thru 7)	**$54,580**	**$570,672**	0	0	1,286

	OTHER REVENUES			INCOME STATEMENT	This Month	Year to Date
10	*Junk or Salvage Sold*			1. Total operating Revenue (line 15)	**$55,474**	**$577,079**
11	*Flusher Truck Rental*		$179	2. Operating revenue deductions:		
12	*Misc. Sewer Revenue*			3. Total operating expenses (line 28)	**$37,510**	**$336,172**
13	*Connect Fees*	*$894*	$6,228			
14	*Grant Revenue*					
15	Total Misc. Revenue (10 thru 14)	**$894**	**$6,407**	*4. Depreciation*	*$5,700*	$62,700
16	Total Operating Revenue (9 + 15)	**$55,474**	**$577,079**	*5. Amortization*		
				6. Taxes (General Fund Transfer)	*$2,774*	$28,854
	OPERATING EXPENSES			*7. Tax equivalents (Interest to General Fund)*		
17	*Pumping & Lift*	*$6,108*	$30,800	8. Total operating revenue deductions(3 thru 7)	**$45,983**	**$427,727**
18	*Treatment*	*$21,781*	$156,580	9. Operating Income (1 minus 8)	**$9,491**	**$149,352**
19	*Dredging*	*$819*	$24,110	OTHER INCOME		
20	*Transmission*		$110	*10. Interest*	*$94*	$2,217
21	*Distribution*	*$3,263*	$22,556	*11. Misc. Non-operating revenue (net)*		$20
22	*Collection*		$220	12. Total other income (10 + 11)	**$94**	**$2,237**
23	*Operation Lines*	*$57*	$6,086	13. Gross Income (9 + 12)	**$9,585**	**$151,589**
24	*Maintenance of Lines*	*$132*	$1,108			
25	*Structure Maintenance*		$454	*14. Interest on long term debt*		
26	*Customer Service*			*15. Interest on investment of municipality*		
27	*Customer Accounting*	*$157*	$1,434	*16. Miscellaneous income deductions*		
28	*Rolling Equipment*	*$2,634*	$20,434			
29	*General & Administrative*	*$2,559*	$70,998			
30	*General Property Maintenance*		$1,282	17. Total Income deductions (14 thru 16)	**$0**	**$0**
31	Total Operating Expenses(17 thru 30)	**$37,510**	**$336,172**	18. Net Income (13 minus 17)	**$9,585**	**$151,589**

Proclamation!

WHEREAS: September 17, 2016, marks the two hundred twenty-ninth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

NOW, THEREFORE I, David Sims by virtue of the authority vested in me as Mayor of the City of Bonners Ferry do hereby proclaim the week of September 17 through 23 as

CONSTITUTION WEEK

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City to be affixed this 15th *day of September of the year of our Lord two thousand and sixteen.*

Signed _____ *SEAL Attest*