

### **Welcome to tonight's City Council meeting!**

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

### **Vision Statement**

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

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**February 21, 2017**  
**7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

### **GUESTS**

Clif Warren – Joint Powers Agreement for SPOT Bus

### **PUBLIC COMMENTS**

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

### **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 February 7, 2017 Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – Authorize Mayor to Sign Joint Powers Agreement for SPOT (attachment)
6. City – Approve Scope of Work for Bonners Ferry Visitor Center Research and Analysis (attachment)
7. Sewer – Authorize Mayor to Sign Idaho Community Development Block Grant Addendum and Associated Paperwork (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**

## Kris Larson

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**From:** David Sims  
**Sent:** Thursday, February 16, 2017 3:44 PM  
**To:** Kris Larson; Andrakay Pluid  
**Subject:** SPOT  
**Attachments:** JPA addendum; SPOT JPA(ver 033016).pdf; SPOTMember Agreement Bonners Ferry.docx

Hello,

Here are the SPOT documents, including the original JPA, the addendum and the document we are to sign.

Thanks,  
David

# JOINT POWERS AGREEMENT

## Selkirks-Pend Oreille Transit Authority (“SPOT”)

This Joint Powers Agreement (“Agreement”) is entered into pursuant to the provisions of Idaho Code §§ 67-2326 through 67-2333, relating to the joint exercise of powers by and among the following public agencies of the State of Idaho: the City of Dover; the City of Sandpoint; the City of Kootenai; and the City of Ponderay.

### RECITAL

- A. In June 2011, the cities of Dover, Sandpoint, Kootenai and Ponderay cooperated in the creation of a public transportation system, “Selkirks-Pend Oreille Transit”, commonly known as “SPOT”.
- B. The City of Dover operates SPOT under the guidance and advise of a committee composed of the mayors of each city.
- C. The cities of Dover, Sandpoint, Kootenai and Ponderay contribute annually to the operating costs of SPOT.
- D. The public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the parties to provide efficient and responsive public transportation services which are coordinated in a manner to encourage ease of ridership and quality services.
- E. The parties to this Agreement are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code § 50-322 to purchase, lease or otherwise procure public transportation systems and to provide by general ordinance for the regulations governing the maintenance and operation of the same.
- F. It is the mutual desire of the parties, acting pursuant to Idaho Code § 67-2328, to maintain an authority board to procure, establish, operate, maintain and plan for a public transportation system in and between the corporate limits of Dover, Sandpoint, Ponderay, and Kootenai and within Bonner and Boundary Counties.

## JOINT POWERS AGREEMENT

Now be it therefore resolved, in consideration of the mutual advantages and benefits to each public agency, which is a party hereto, and the mutual covenants herein contained, the public agencies agree as follows:

### 1. **Creation.**

- 1.1 **Name.** The “Selkirks-Pend Oreille Transit Authority” (“Authority” or “SPOT”) is hereby created as a joint powers entity, separate and apart from any political subdivision, or public agency, through this Joint Powers Agreement pursuant to the provisions of Idaho Code § 67-2326 through 67-2333.
- 1.2 **Members.** The public agencies, as defined in I.C. § 67-2327, which enter into this Joint Powers Agreement and any other public agencies which qualify and agree to the terms of this agreement subsequent to the original formation shall be the “Members” of SPOT.
- 1.3 **Operation.** SPOT shall make decisions and act through its Board. The Board shall be governed by the terms of this Joint Powers Agreement and any bylaws adopted by SPOT, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.
- 1.4 **Purpose.** The purpose of SPOT is to establish, implement, maintain, fund and operate a public transportation system for the benefit of the Members’ commuters, residents and visitors.
- 1.5 **Duration.** The duration of SPOT shall be for a period of six (6) years provided, however, that the same may be extended for an additional periods or periods of time, as the Members deem appropriate. Any such extension of this agreement shall be in writing, adopted by the governing body of each of the Members hereto.
- 1.6 **Non-Waiver of Immunity.** Members of SPOT, by participation in this joint powers agreement, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by any state or federal law.

### 2. **Members.**

- 2.1 **Board Representative.** After execution of this Agreement, the Mayor or Chairman of each Member shall appoint one representative to serve on the Board.
- 2.2 **Additional Members.** Additional public agencies authorized under Idaho Code to participate in a joint powers agreement may be included as Members, upon a majority vote of the existing Members to allow said public agency to participate, conditioned upon the public agency agreeing in writing to be subject to the terms of this Agreement.
- 2.3 **Withdrawal.** Any Member may withdraw from SPOT after giving written notice to the Board. The withdrawal shall be effective on August 1<sup>st</sup> following the notice.

A Member may also withdraw from SPOT within fifteen (15) days after the adoption of an amendment to this Agreement, such withdrawal to be effective immediately.

- 2.4 **Expulsion.** After notice and the reasonable opportunity to cure of not less than thirty (30) days, the Board, by a two-thirds (2/3) vote, may expel a Member for failure to carry out the obligations of a Member and where such failure impairs the ability of SPOT to carry out its purpose or powers.
3. **Obligation of Members.** The obligations of Members shall be as follows:
  - 3.1 To pay promptly the Member's share of the annual cost of the budgeted expenditures for SPOT in such amounts as shall be established by the Board pursuant to this Agreement;
  - 3.2 To designate a representative for the Board; and
  - 3.3 To cooperate with the officers, agents and employees of SPOT in activities relating to the purposes and powers of SPOT.
4. **SPOT Powers and Duties.** SPOT shall have the authority and power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall include but are not limited to:
  - 4.1 As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from federal and state governments and from any agency or political subdivision thereof, or from any private sources;
  - 4.2 To acquire by purchase, gift, lease, sublease or otherwise, and to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a public transportation system, including but not limited to the procurement of rolling stock, and land and easement acquisitions;
  - 4.3 To fund operational and maintenance costs of operating a public transportation system, including operation of vehicles and hiring of employees
  - 4.4 To prepare, develop, approve and implement strategic plans for the operation of SPOT and to coordinate SPOT services with the multi-modal transportation plans of the Members;
  - 4.5 To create an annual budget for the operation of SPOT and manage contributions from the Members for the operations of SPOT;
  - 4.6 To contract with public or private agencies, companies or other entities for the provision of public transportation services or in order to meet requirements of State and/or Federal Transportation legislation;
  - 4.7 To create technical and citizen committees and any other committees deemed necessary, to advise SPOT on transportation related matters;
  - 4.8 To provide opportunities for public comment and review of SPOT services;
  - 4.9 To employ agents, employees and independent contractors;

- 4.10 To invest funds as allowed by Idaho statutes;
  - 4.11 To sue and be sued; and
  - 4.12 To carry out such other activities as are necessarily implied or required to carry out the purposes of SPOT, as specified in Article 1 of this Agreement or the specific powers enumerated in this Article.
5. **Financial Operations.** Financial operations of SPOT shall be committed to the sound discretion of the Board.
- 5.1 **Budgeted Expenditures.** The Board of SPOT shall establish a preliminary annual operating budget in an amount necessary to operate and maintain the level of service determined by the Members. The preliminary budget shall be submitted to the Members prior to April 10<sup>th</sup> of each year. Nothing herein shall be construed as obligating the Members to grant any revenue request or contribution. The Board shall also determine the pro-rata share of each Member and establish the time period for when payment is due. During each fiscal year, the Members shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing board. Upon approval of the Board, a Member may contribute its share of the budget through in-kind services, equipment, personnel, personal or real property.
  - 5.2 **Limitation on Expenditures.** The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties in amounts exceeding those funds actually budgeted and contributed to the Authority by the Parties.
6. **Board.** A representative on the Board shall serve for the term designated by the Member that he/she represents. A Member's Mayor or Chairman may replace its representative at any time and for any reason.
- 6.1 **Powers and Duties.** The Board shall have the following powers and duties
    - 6.1.1 To annually elect a chairman and vice-chairman and secretary ("Officers"). The Officers must be elected from among the Board by majority vote. In the event that a Member replaces its representative and that representative is an Officer, the Board shall hold a new election to fill the vacancy for the remainder of that Officer's term.
    - 6.1.2 To admit new Members in accordance with Article 2.
    - 6.1.3 To establish the annual operating budget for SPOT and determine the pro-rata share of each Member and establish the time period for payment of the pro-rata share.
    - 6.1.4 To provide for selection of all personnel and contractors necessary for the operation of SPOT.
    - 6.1.5 To establish a schedule for all Board meetings.
    - 6.1.6 To exercise all powers of SPOT, except powers reserved to the Members.

- 6.1.7 To make reports to the Members at their meetings.
- 6.1.8 To provide for the investment and disbursement of funds.
- 6.1.9 To establish bylaws, rules and regulations governing its own conduct and procedures and the powers and duties of its officers, not inconsistent with this Agreement.
- 6.1.10 To provide to members and annual report of operations and financial affairs.
- 6.1.11 To form committees and advisory panels; to provide other services as needed by SPOT. The Board shall determine the method of appointment and terms of members of committees and advisory panels.
- 6.1.12 To dissolve SPOT in accordance with a majority vote by the Board.
- 6.1.13 To follow public procurement laws in the selection of services or purchase of equipment.
- 6.1.14 To do all acts necessary and proper for the implementation of this Agreement.
- 6.2 **Meetings of the Board.** All provisions of Idaho's open meeting law shall apply to the Board's meetings.
  - 6.2.1 The Board shall set a time and place for regular meetings.
  - 6.2.2 The Chairman may call a special meeting. Alternatively, the Chairman shall call a special meeting upon the request of a majority of the Board.
  - 6.2.3 A majority of representatives shall constitute a quorum to do business. All acts of the Board shall require a majority vote of those present and voting.
  - 6.2.4 Each board member shall be entitled to one vote.
- 6.3 **Liability of Board and Officers.** The directors, Board representatives and officers of SPOT should use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No director shall be liable for any action taken or omitted by any other director. The assets of SPOT shall be used to defend and indemnify any Director, Member representative, officer or employee for actions taken by each such person in good faith within the scope of his or her authority for SPOT. SPOT may purchase insurance providing coverage for directors, officers and employees.
- 7. **Dissolution.** SPOT may be dissolved and terminated by majority vote of the Board, provided that the Members have been provided with a notice of intent to dissolve at least 30 days prior to the decision. Upon the dissolution of the Authority, the property owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities, and the proceeds of any such sale shall be divided among the Members in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided however that prior to any sale of property,

real or personal, the Members may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. In the event of termination, any then-existing valid contractual obligations of SPOT shall become joint obligations of the parties.

8. **Other Terms.**

- 8.1 **Rights and Remedies Cumulative.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. A party's failure to exercise a right, power, privilege, or remedy hereunder shall not preclude further exercise at a later date.
- 8.2 **Counterpart Execution.** This Agreement may be signed in counterparts. Each identical copy of an agreement signed in counterparts is deemed to be an original and all identical copies shall together constitute one and the same instrument.
- 8.3 **Modification.** This agreement may be modified or revoked by written agreement of the parties, provided no action shall violate or impair any then-existing contractual obligation relating to SPOT.
- 8.4 **Performance Date.** Any performance required under this instrument that falls due on a Saturday, Sunday, federal holiday, or state bank holiday may be performed on the next day that is not a Saturday, Sunday, federal holiday, or state bank holiday.
- 8.5 **Attorney's Fees.** If a party initiates an arbitration or judicial action, including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees and costs.
- 8.6 **Entire Agreement.** This agreement contains the entire agreement of the parties respecting the matters herein and supersedes all prior written and oral agreements between the parties respecting such matters.
- 8.7 **Interpretation.** The captions and titles are for convenience and reference only. They shall not define, limit or construe the contents of any provision. Unless otherwise suggested by the context of the provision, the masculine gender shall include the feminine and vice versa. Words used in singular include the plural and vice versa.
- 8.8 **Severability.** Any provision prohibited by law or unenforceable shall not affect the remaining provisions of the agreement.

In witness whereof, the Parties have caused this Agreement to be executed by the duly-authorized representatives, effective the last date of execution.

**CITY OF DOVER**

Signed: \_\_\_\_\_

By: Mayor

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

Attest: \_\_\_\_\_

By: City Clerk

**CITY OF SANDPOINT**

Signed: \_\_\_\_\_

By: Mayor

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

Attest: \_\_\_\_\_

By: City Clerk

**CITY OF PONDERAY**

Signed: \_\_\_\_\_

By: Mayor

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

Attest: \_\_\_\_\_

By: City Clerk

**CITY OF KOOTENAI**

Signed: \_\_\_\_\_

By: Mayor

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

Attest: \_\_\_\_\_

By: City Clerk

JOINT POWERS AGREEMENT  
SELKIRKS-PEND OREILLE TRANSIT AUTHORITY ("SPOT")  
ADDENDUM NO. 1

THIS ADDENDUM to the Joint Powers Agreement by and between the City of Dover; the City of Sandpoint; the City of Kootenai; and the City of Ponderay ("Parties"), is entered into this \_\_\_\_ day of \_\_\_\_\_, 2016.

WHEREAS on or about May 4, 2016, the Parties entered into a Joint Powers Agreement (JPA") creating a new and separate entity to govern the operation and maintenance of SPOT; and

WHEREAS, the Parties have agreed to certain changes in the language of the JPA which are reflected in this Addendum.

NOW THEREFORE, the Parties agree as follows:

1       **Creation.** – shall amend and add the following:

1.1       **Members.** The public agencies, as defined in I.C. §67-2327, which enter into this Joint Powers Agreement and any other public agencies which qualify and agree to the terms of this agreement subsequent to the original formation shall be the "Members" of SPOT.

1.2.1       **Member-at-Large.** The Members may solicit nominations from a variety of organizations and individuals that it deems appropriate and have an interest in multimodal transportation to fill this position and such selection shall be made by majority vote of the Members. The Member-at-Large shall have a powers and obligations of a Member, but will not be required to make financial contributions to the SPOT budget.

Section 2-**Members.** – shall be amended to read:

2.1       **Board Representative.** After execution of this Agreement, the Mayor or Chairman of each Member shall appoint one representative to serve on the Board. The Member-at-Large shall also be a member of the Board.

This Addendum is incorporated by reference into the JPA. In the event of a conflict between the terms of the Addendum and the terms of the JPA, the terms of the Addendum shall control.

**CITY OF DOVER**

Signed: \_\_\_\_\_  
By: Mayor

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

Attest: \_\_\_\_\_  
By: City Clerk

**CITY OF SANDPOINT**

Signed: \_\_\_\_\_  
By: Mayor

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

Attest: \_\_\_\_\_  
By: City Clerk

**CITY OF PONDERAY**

Signed: \_\_\_\_\_  
By: Mayor

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

Attest: \_\_\_\_\_  
By: City Clerk

**CITY OF KOOTENAI**

Signed: \_\_\_\_\_  
By: Mayor

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

Attest: \_\_\_\_\_  
By: City Clerk

**Selkirks-Pend Oreille Transit Authority ("SPOT")  
Joint Powers Members Agreement  
City of Bonners Ferry**

- A. In June 2011, the cities of Dover, Sandpoint, Kootenai and Ponderay cooperated in the creation of a public transportation system, "Selkirks-Pend Oreille Transit", commonly known as "SPOT".
- B. The cities entered into a Joint Powers Agreement ("JPA") effective May 4, 2016 governing the operation of SPOT.
- C. Article 2.2 of the JPA allows for additional public agencies to participate in the JPA as members, upon a majority vote of the existing members.
- D. The existing members of the JPA have voted to expand the membership in this Agreement to include City of Bonners Ferry.
- E. The City of Bonners Ferry is authorized by Idaho Code §31-4317 to maintain and improve public transportation systems within and providing access to the district.

The undersigned is authorized and hereby agrees to be bound by and subject to the terms of the JPA as of the date of execution.

City of Bonners Ferry

Signed: \_\_\_\_\_

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

By: Mayor



Bonnars Ferry Visitor's Center Research and Analysis  
Scope of Work

Start: January 2017  
Completion: early May 2017

**Study Budget = \$3,390 + (\$678) F&A = \$4,068**

IPI Faculty (20 hours) = \$1,240 (salary and benefits)	<b>\$1,240</b>
5 MPA students (1 semester class) = \$0	
Summer 2017 intern stipend = \$2,000	
Operating Expenses (printing) = \$150	<b>\$ 150</b>
Facilities and Administration = \$678	\$0 Covered by BSU
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	<b>\$1,390</b>

Council will approve the \$1,390 at the council meeting on February 21, 2017.

**Other possible costs for later approval.**

*Intern* *\$2,000 Grant*

If it is determined to have an intern then the Economic Development Council (EDC) will work with Boise State University (BSU) and the department of Commerce to apply for a grant. If grant money is approved for the intern, the EDC will submit the intern budget to council for approval of the BSU summer intern.

Travel for BSU visit to Visitor Center \$????

One or two of the team members would like to visit center before final submittal of project. The EDC is in discussion with them and we have not agreed as of today whether there is a benefit to us for that trip. If we decide there is, it will be a later agenda item.

One of the purposes for this Capstone project was to reduce the \$20,000 a year the city pays out for keeping the visitor center open. One of the desired outcomes for this study is to significantly reduce the City budget for the visitor center. Currently, the team has proposed some innovative alternatives for income resources in supporting the visitor center. Even though there is an initial outlay, the city will realize a benefit for the cost of this study many times over.

The second page has the scope of the Boise State University project.

## Scope of Work

The Boise State University Idaho Policy Institute will partner with the spring 2017 Masters of Public Administration Capstone class to conduct this research. Boise State will also work to recruit a student intern to carry out the study's recommendations.

1. Establish state of Bonners Ferry (basic demographics, economic development strategy, etc.)
2. Review the current structure, staffing, funding, programs and utilization of the visitors center
3. Determine peer locations with bricks and mortar visitor centers and gather information regarding structure, staffing, funding, programs and utilization. (One research question may be "how do visitor centers contribute to/support the local economy?")
4. Conduct comparative analysis (this may include document review, interviews, and/or other methodologies) and establish best practices
5. Determine recommendations for funding and best use for Bonner's Ferry's visitor center.
6. Create a report and presentation for Economic Development Council and Bonners Ferry's Mayor and City Council.