

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
March 21, 2017
5:00 p.m. Council Meeting
6:00 p.m. Public Hearing

PLEDGE OF ALLEGIANCE

PUBLIC HEARING 6:00 p.m.

Vacation of Platted Alleyway File #VC02-16 – Case Vacation

Decision on File #VC02-16 – Case Vacation

GUESTS

Chamber of Commerce – Kootenai River Days

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 March 3, 2017 Workshop/Special Council Meeting Minutes and March 7, 2017 Regular Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. City – Discuss having Memorial Day Parade as a City Event
6. City – Discuss Incident Command Advisor

7. Pool – Authorize Advertisement for Lifeguards and Head Lifeguard
8. City – Discuss Joint City/County Meeting Date of April 24, 2016 at 6:00 p.m. (attachment)
9. City – Set Fiscal Year 2018 Budget Hearing for September 5, 2017 at 7:00 p.m. (attachment)
10. City – Appoint Representative to SPOT Board
11. City – Authorize Mayor to Sign Contracts for 2017 with Mastre Backhoe Service, Mike Kelly Excavating, KG&T Septic Service, District 1, and P&O (attachment)
12. Golf – Approve Support Agreement with Toro NSN for Irrigation Computer (attachment)
13. Water – Approval to Purchase Test Pump
14. City – Approve Transfer of Beverage License for Hayley and Selva Kumar doing business as Jack’s Club Pending Receipt of Proper Documentation (attachment)
15. City – Set Date for Workshop/Special Meeting to Discuss Fiscal Year 2017 Budget

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

16. Electric/Water/Sewer – Profit/Loss Reports (attachment)
17. Street – LHTAC Transportation Plan Grant Approval (attachment)
18. Street – Claim for Damage (attachment)
19. Police – Vehicle Damage Claim (attachment)

Kris Larson

From: Boundary Commissioners <commissioners@boundarycountyid.org>
Sent: Wednesday, March 15, 2017 9:16 AM
To: Kris Larson; cityofmoyiesprings@yahoo.com
Subject: City/County Meeting - Proposed Date

Good morning Kris and Donna.

Commissioners were talking about hosting the next city/county meeting and they have a date they would like you to run by your councils to see if it's workable. Can you connect with your board members to see if Monday, April 24, 2017, at 6:00 p.m. works for a city/county meeting and get back to me?

(I'm still working on a location as the Extension Office might be tied up.)

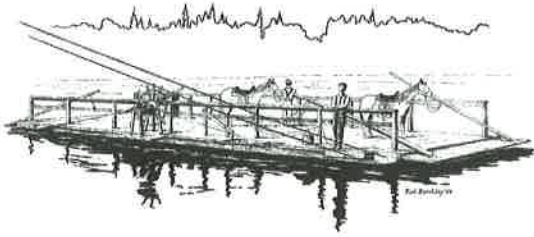
Thank you!!!

Michelle

City Budget Calendar for Fiscal Year 2018

PLEASE NOTE: *The dates shown are statutory deadlines for budgeting actions. City officials are strongly encouraged to complete each step in the budgeting process as early as possible.*

| <u>Date</u> | <u>Action/Event</u> | <u>Idaho Code</u> |
|---|--|-------------------|
| Friday, April 28, 2017 | Last day for the city to notify the county clerk of the date, time and location of the city budget hearing for the upcoming fiscal year. (“Not later than April 30 of each year...”) | 63-802A |
| Monday, June 5, 2017 | The new construction roll is due from the county assessor. (“As soon as possible, but in any event by no later than the first Monday in June...”) | 63-301A |
| Friday, August 4, 2017 | The county auditor will notify the city of the taxable valuation of all the taxable property from the property roll for the current year, from the operating property roll for the previous year, from the prior year’s actual or current year’s estimated subsequent property roll and missed property roll, and the amount of value subject to occupancy tax notwithstanding exemptions authorized in chapter 6, title 63 of Idaho Code, for the previous year. The auditor will furnish the valuation from the current operating property roll upon receipt from the State Tax Commission. (“Prior to the first Monday in August...”) | 63-1312 |
| Choose date that will meet publication and hearing requirements | The City Council must adopt a tentative budget prior to the public hearing on the budget. Legal notice of the proposed budget and budget hearing must be published twice, at least 7 days apart, in the official newspaper. Please Note: Cities that advertise in a weekly newspaper should be aware of publication dates and adjust deadlines accordingly. | 50-1002 |
| Wednesday, Sept. 6, 2017 | Last day for budget hearing (“...Prior to certifying to the county commissioners...”) | 50-1002 |
| Thursday, September 7, 2017 | Last day to certify property tax levy to county commissioners. (“...not later than the Thursday prior to the second Monday in September...”) | 63-803(3) |
| Friday, September 29, 2017 | Appropriations ordinance must be passed by the council and published once in the official newspaper by this date. The ordinance must also be sent to the Secretary of State. (“The city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance...”) | 50-1003 |
| Sunday, Oct. 1, 2017 | Beginning of 2018 Fiscal Year. | 50-1001 |



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: March 17, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Independent Contractor Agreements**

Each year the City revises contracts that it has with various contractors in Boundary County. Most of these contracts are with companies that provide excavation and hauling services, as well as water/sewer pipeline work. I recommend that the Council authorize the Mayor to sign the attached contracts with the following contractors:

Mastre Backhoe Service
Mike Kelly Excavating
KG&T Septic Service
District 1 (formerly Poulton Development)
P&O

These contracts should have been revised before January 1, 2017, I apologize for the delay.

Please let me know if you have any questions.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and Heavy equipment services

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

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

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

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

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

CONTRACTOR will work at various times as directed by the City from March 21, 2017 and continue until December 31, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 120, per hour for 30,000lb Excavator work.

The sum of \$ 115, per hour for 16,000lb Excavator work.

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

The sum of \$ 45, per hour for an additional Labor if required.

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

The sum of \$ 115, per hour for H80 Dozer work.

Total not to exceed _____. See attached bid proposal.

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, Heavy equipment services, and underground utility installation and repair

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

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

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

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

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

CONTRACTOR will work at various times as directed by the City from March 21, 2017 and continue until December 31, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

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

The sum of \$ 110, per hour for Backhoe work.

The sum of \$ 110, per hour for D5 Dozer work.

The sum of \$ 60, per hour for D5 Dozer rental.

The sum of \$ 110, per hour for 12 Yard Dump Truck work.

The sum of \$ 33, per hour for an additional Unskilled Labor if required.

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

The sum of \$ 14, per foot for boring up to 2 ½ inch conduit with 20 foot minimum.*

The sum of \$ 30, per foot for boring up to 3-4 inch conduit with 20 foot minimum.*

*Not applicable to for State Highway Crossings

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

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

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, pumping, and portable toilets

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

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

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

- CONTRACTOR shall commence work on the project by _____, 20____ and complete the project by _____, 20____.
- CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.
- CONTRACTOR will work at various times as directed by the City from March 21, 2017 and continue until December 31, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

- The sum of \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.
- The sum of \$ 200.00, per hour for Pumper Truck work, 150.00 minimum.
- The sum of \$ 120.00, per hour for Excavator 30,000lb work.
- The sum of \$ 90.00, per hour for Excavator 10,000 – 15,000 lb work.
- The sum of \$ 110.00, per hour for Dump Truck work.
- The sum of \$ 84.20, per month for portable toilet rental work (as of April 1, 2013).
- The sum of \$ N/A, per hour for Backhoe work.
- The sum of \$ 55.00, per hour for an additional Labor with pick-up if required.
- The sum of \$ 45.00, per hour for an additional Labor with-out pick-up if required.
- The sum of Actual cost plus 10% for Material if required.
- Total not to exceed _____ . See attached bid proposal.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

District 1 INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and District 1 (Josh Figgins 661-3290) herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and heavy equipment services

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

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

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

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

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

CONTRACTOR will work at various times as directed by the City from March 21, 2017 and continue until December 31, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

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

The sum of \$ 125, per hour for Long-Boom Excavator work.

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

The sum of \$ Actual Cost for Low-boy / Mobilization expenses if required.

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

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

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

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$\$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and

employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and P & O Incorporated (Jeff Ponell 946-3643) herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and heavy equipment services

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

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

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

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

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

CONTRACTOR will work at various times as directed by the City from March 21, 2017 and continue until December 31, 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The sum of \$ 125, per hour for 41,000lb Excavator work.

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

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

The sum of \$ 95, per hour for 10 Yard Dump Truck work.

The sum of \$ 125, per hour for 10 Yard Dump Truck with Pup work.

The sum of \$ 95, per hour for TD8 Dozer work.

Total not to exceed _____. See attached bid proposal.

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: March 17, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Golf Course - Irrigation System Computer Support**

The golf course irrigation system is operated with a Toro computer program that the course operator relies on operate the entire sprinkler system. The name of the computer program is Toro NSN. When the City purchased the Toro NSN program last year, one year of support came with it. This year we need to renew the support to make sure Ralph is able to keep the irrigation system operating successfully. The lowest cost option for maintaining support is the Toro NSN On-Call plan, as shown on the attachment. I recommend renewing this plan for \$2,099 for two years.

Please let me know if you have any questions.

Thank you,

Mike

TORO® NSN | RENEWAL OPTIONS

If you are responsible for maintaining your turf in top condition, the last thing you need is irrigation system downtime. NSN brings you peace of mind knowing that your system will never be down long enough to harm your turf or compromise your professional relationships and responsibilities. One call and we're here ready to answer your irrigation questions, troubleshoot your system, and solve problems 24/7/365, so you don't waste valuable time and resources. We offer flexible renewal options for the exact support and investment protection you need.



More information contact NSN Sales at:

(888) 676-8676 • Fax (325) 673-8765

www.toronsn.com

Renewal Options Plan Comparison

Extended Central Control System Support for Existing Domestic NSN Subscribers

| RENEWAL PLANS with: | Ultimate | Optimum | Premium Tower | Classic 36 | Standard Tower | Essentials | Annual | NSN On-Call |
|--|----------------------------|--------------------------|------------------|--------------------------|------------------|------------------|-----------|------------------|
| Unlimited 24 Hour Toll-Free Support by Licensed Irrigators | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| 24/7/365 Emergency Paging Service | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Extended Warranty Fulfilled by Qualified Toro Technicians | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Free Controller Software Service Packs & Discounted Enhancements | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| 24 Hour Hardware Replacement | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| NSN Regional 2-day Training Class Tuition, GCSAA-Accredited | ✓ | ✓ | | ✓ | | | | |
| Color Printer | ✓ | ✓ | | ✓ | | | | |
| TORO® Standard Computer* | | | | ✓ | | | | |
| TORO® Standard Tower Only** | | | | | ✓ | | | |
| TORO® Premium Computer* | ✓ | ✓ | | | | | | |
| TORO® Premium Tower Only** | | | ✓ | | | | | |
| Uninterruptible Power Supply (UPS) | ✓ | ✓ | | ✓ | | | | |
| NSN Connect for Remote Connection and NSN Portal | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Microsoft® Office | ✓ | | | | | | | |
| Plan Term | 60 months | 36 months | 36 months | 36 months | 36 months | 60 months | 12 months | 24 months |
| Lump-Sum Pricing (USD) | \$13,360 | \$9,629 | \$7,439 | \$8,359 | \$6,959 | \$8,389 | \$2,369 | \$2,099 |
| Monthly Pricing (USD) | \$1,000 + \$239 60 mos. | \$500 + \$274 36 mos. | \$229 36 mos. | \$500 + \$239 36 mos. | \$208 36 mos. | \$155 60 mos. | n/a | \$106 24 mos. |

* These plans cover your most-current NSN computer & provide one new computer for irrigation/other office use (continuous warranty required).

** These plans cover your new tower and most-current NSN components (continuous warranty required)

Plan pricing effective May 1, 2016. All pricing subject to sales tax where applicable. This publication supersedes all previous price lists. Prices and specifications are subject to change without notice. Availability and pricing of NSN products and services may vary by international region.

TORO® NSN | RENEWAL OPTIONS

Why should I renew? NSN strives to provide the best possible service for its customers in order to keep their irrigation central control systems working and turf in top condition. For over a quarter century, our support services have been successfully and effectively keeping even the most complex systems operating. Without NSN, replacement, repairs and service costs associated with just one incident can easily exceed the cost of an NSN renewal plan. Additionally, our trained and licensed irrigator support technicians are available around-the-clock to assist you in problem-solving and in maximizing your irrigation programs so that you can get the most out of your TORO irrigation investment and better manage valuable water resources.

If I have any questions about renewal options, my current service agreement or its expiration date, or need help deciding which plan is best for me, whom do I call? NSN Sales at 1-888-676-8676, press 1 for Mark Stockdale or 3 for Malissa Lambert.

Where can I find current TORO central controller/computer specifications? www.toronsn.com/service

Why should I spend the extra money on a Premium TORO computer over a Standard? Premium computers are designed to give you greater computing power for software such as TMap® and Lynx® that require greater system resources. And equally important, because technology changes constantly, buying as powerful technology as you can today extends the value of your investment for years to come, providing assurance that your computing needs will be met over a longer period of time.

When I renew, why should I get a TORO computer/central controller rather than an "off-the-shelf" computer that could cost less?

First, be sure you are comparing feature-to-feature and warranty-to-warranty; TORO-configured computers are priced competitively with retail models. As a Microsoft® Certified Partner, we configure the Windows® operating system residing on the TORO computer to integrate most effectively with TORO irrigation software. That means your central control system will run as smoothly as possible with the least number of software conflicts. Second, we know that your work environment is not a typical office environment, so we design the TORO controller to function optimally in maintenance sheds and other similar facilities. We are perpetually looking for better ways to protect your TORO controller from the extremes of heat and cold and from the influence of dust and dirt. Most importantly, only TORO computers are eligible for NSN's 24-hour replacement service — not a loaner, but a replacement. That means that if your system does fail to operate effectively, you will be back up and running as quickly as possible, with minimum disruption. Using a retail computer may mean watering manually for days or even weeks while the hardware or software problem is diagnosed and waiting for subsequent repair or replacement. One call to NSN solves the finger-pointing that can accompany computer problems of this nature. It is important to remember that your central control system is an investment which includes components other than the computer. A large part of your consideration should be costs related to replacement of interface devices and peripherals that will not be covered by a retail warranty.

I have found a plan I want, what do I need to do next? Call NSN Sales at 1-888-676-8676 (1 for Mark Stockdale or 3 for Malissa Lambert) to request the plan you want. Please leave the following information if you get voice mail: contact name and mailing address; desired plan name; and, desired payment terms. The service agreement and invoice for initial payment will be sent to you as you requested.

Is sales tax charged on the plan purchase? Your local sales tax is charged, if required, on the equipment portion of the plan, and is due with the initial payment. Some states also require sales tax to be charged on the service portion of the plan.

Can I pay by credit card? Toro NSN accepts AMEX®, VISA® and MasterCard®. There is a place on the invoice sent with the new agreement for the information required to be entered.

How long does it take to process my renewal? The signed service agreement and initial payment due must be received by Toro NSN to begin processing your renewal. Upon receipt of those items, it usually takes 10-15 business day to process the order.

After I've sent in my check and signed service agreement, how soon can I expect my TORO computer? NSN strives to provide the fastest possible turnaround time for new computers. As soon as we receive your payment and signed service agreement, your order will be processed, and your computer will be custom-built and shipped to you. As a convenience, the shipment tracking can be monitored on the NSN Portal. To ensure rapid service, please be sure that both your check and signed service agreement are sent to NSN at the same time.

When does my NSN coverage begin? Your initial central control coverage begins as soon as you plug in your new TORO computer. When you call NSN Support to receive the unlock code to activate your computer, or when your distributor installs your computer and activates it for you, your coverage begins. When you renew, your NSN coverage begins either at the end of the current support plan cycle, or when your payment and signed service agreement are received by NSN.

What happens if I don't renew my plan now, and later want to get back on NSN? If it has been over 120-days since your NSN service was current, your distributor will first need to do an on-site inspection of your equipment to verify its serviceability. After verification, you can renew with NSN as long as you choose a plan that includes a new computer (not Tower only). This policy is in place to ensure that the covered equipment is in good condition and does not need extensive repairs.

No. 2017- 3 Transfer

City of Bonners Ferry

2017

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT Foley and Selva Kumar doing business as Pack's Club is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

| | |
|-----------------------------|-----------------|
| On Premises | |
| LIQUOR | 000.00 |
| BEEER: Container Only | 00.00 |
| Draft/Container | 000.00 |
| WINE | 000.00 |
| Off Premises | |
| BEEER: Container | 00.00 |
| Keg, Jug and container | 000.00 |
| WINE | 000.00 |
| Transfer Fee- Beer and Wine | 100.00 |
| TOTAL FEE \$ | \$100.00 |

APPROVED:

Mayor

ATTEST:

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2017

This License Must Be Conspicuously Displayed

CITY OF BONNERS FERRY ELECTRIC FUND
MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: **February, 2017**

| | DOLLARS | | KWH SOLD | | # of Cust. |
|--|-------------------------|--------------------|------------------|-------------------|--------------------|
| | This Month | Year to Date | This Month | Year to Date | |
| ENERGY SALES | | | | | |
| 1 Residential & Farm | \$134,562 | \$831,266 | 3,375,150 | 13,386,403 | 2,005 |
| 2 Residential Seasonal | | | | | |
| 3 Commercial - small (50 KVA or less) | \$55,422 | \$240,763 | 844,206 | 3,588,582 | 458 |
| 4 Commercial - large (over 50 KVA) | \$98,998 | \$446,960 | 1,688,579 | 7,300,838 | 192 |
| 5 Industrial | \$196,175 | \$572,052 | 2,056,735 | 9,243,776 | 12 |
| 6 Irrigation and/or drainage pumping | \$1,962 | \$12,385 | 18,476 | 144,253 | 8 |
| 7 Public Street Lighting | \$2,438 | \$12,190 | | | 3 |
| 8 Interdepartmental | \$5,606 | \$24,601 | 84,229 | 360,765 | 28 |
| 9 Self Consumed | \$262 | \$1,306 | 3,466 | 17,262 | 3 |
| 10 | | | | | |
| 11 | | | | | |
| 12 Total (1 thru 11) | \$495,425 | \$2,141,523 | 8,070,841 | 34,041,879 | 2,709 |
| | INCOME STATEMENT | | | | |
| OTHER REVENUES | | | | | |
| 13 Pole Use | | | | This Month | Year to Date |
| 14 Connects | \$450 | \$3,658 | | \$495,925 | \$2,155,738 |
| 15 Conservation | | \$9,279 | | | |
| 16 Misc. Electric Revenue | \$50 | \$1,278 | | \$487,681 | \$1,467,261 |
| 17 Total Misc. Revenue (13 thru 15) | \$500 | | | \$40,235 | \$201,175 |
| 18 Total Operating Revenue (12 + 16) | \$495,925 | \$2,155,738 | | \$24,796 | \$107,788 |
| | | | | \$1,609 | \$6,116 |
| OPERATING EXPENSES | | | | \$554,321 | \$1,782,340 |
| 19 Generation | \$17,928 | \$89,103 | | (\$58,396) | \$373,398 |
| 20 Power Purchases - BPA | \$332,094 | \$868,442 | | | |
| 21 Power Purchases - Other | | | | \$1,609 | \$6,239 |
| 22 Maintenance - General Property | \$6,493 | \$24,380 | | | \$1,025 |
| 23 Conservation | | \$5,318 | | \$1,609 | \$7,264 |
| 24 Customer's Svc & Record | \$4,095 | \$17,460 | | (\$56,787) | \$380,662 |
| 25 Total Ops & Treatment Expense | | | | | |
| 26 Administrative and General | \$62,437 | \$261,805 | | | \$16,504 |
| 27 Transmission | \$1,670 | \$18,729 | | \$16,504 | \$16,504 |
| 28 Distribution | \$56,788 | \$159,130 | | \$2,602 | \$13,012 |
| 29 Rolling Equipment | \$6,176 | \$22,894 | | | |
| 30 Total Operating Expenses(19 thru 29) | \$487,681 | \$1,467,261 | | | |
| | | | | | |
| 19. Total income deductions (14 thru 18) | | | | \$19,106 | \$29,516 |
| 20. Net income (13 minus 19) | | | | (\$75,893) | \$351,146 |

CITY OF BONNERS FERRY WATER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: *February, 2017*

| | SALES | DOLLARS | | Cubic Feet Sold | | # of Cust. | |
|---------------------------|--------------------------------------|------------|--------------|-----------------|--------------|------------|-------------------------|
| | | This Month | Year to Date | This Month | Year to Date | This Month | Year to Date |
| 1 | Residential | \$53,393 | \$259,525 | 593,210 | 3,063,029 | 1,089 | |
| 2 | Commercial - small | \$21,019 | \$107,807 | 285,326 | 1,741,162 | 217 | |
| 3 | Commercial - large | \$11,733 | \$59,658 | 185,608 | 1,120,906 | 83 | |
| 4 | Interdepartmental | \$355 | \$2,084 | 3,877 | 50,347 | 6 | |
| 5 | Wholesale | | | | | | |
| 6 | Industrial | \$361 | \$1,745 | | | 2 | |
| 7 | Pumping & Drainage | \$81 | \$391 | | | 1 | |
| 8 | Total (1 thru 7) | \$86,942 | \$431,210 | 1,068,021 | 5,975,444 | 1,398 | |
| INCOME STATEMENT | | | | | | | |
| OTHER REVENUES | | | | | | | |
| 9 | Bulk Water Sales | | | | | | This Month Year to Date |
| 10 | Coin Op Sales | \$190 | \$489 | | \$87,222 | \$435,048 | |
| 11 | Misc. Water Revenue | | | | | | |
| 13 | Connect Fees | \$90 | \$3,349 | | \$45,394 | \$200,573 | |
| 14 | Grant Revenue | | | | | | |
| 15 | Total Misc. Revenue (9 thru 14) | \$280 | \$3,838 | | | | |
| 16 | Total Operating Revenue (8 + 15) | \$87,222 | \$435,048 | | \$28,670 | \$143,350 | |
| OPERATING EXPENSES | | | | | | | |
| 17 | Source of Supply | \$55 | \$5,099 | | \$4,361 | \$21,753 | |
| 18 | Pumping | \$1,189 | \$5,215 | | | | |
| 19 | Treatment | \$17,584 | \$71,406 | | | | |
| 20 | Transmission | \$157 | \$1,469 | | \$106 | \$468 | |
| 21 | Distribution | \$5,594 | \$31,782 | | | \$689 | |
| 22 | Line Operation/Maintenance | \$1,390 | \$9,796 | | \$106 | \$1,157 | |
| 23 | Meter Maintenance/Reading | \$571 | \$3,659 | | \$8,903 | \$70,530 | |
| 24 | Structure Maintenance | \$1,528 | \$2,379 | | | | |
| 25 | Customer Service | | | | | | |
| 26 | Customer Accounting | \$1,631 | \$6,897 | | | | |
| 27 | Rolling Equipment | \$1,069 | \$4,433 | | | | |
| 28 | General & Administrative | \$14,626 | \$58,438 | | | | |
| 29 | Conservation | | | | | | |
| 30 | General Property Maintenance | \$0 | \$0 | | | | |
| 31 | Total Operating Expenses(17 thru 28) | \$45,394 | \$200,573 | | \$0 | \$0 | |
| | 18. Net Income (13 minus 17) | | | | \$8,903 | \$70,530 | |

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: *February, 2017*

| | DOLLARS | | Cubic Feet Sold | | # of Cust. |
|---|------------|--------------|-----------------|--------------|--------------|
| | This Month | Year to Date | This Month | Year to Date | |
| SALES | | | | | |
| 1 Residential | \$30,975 | \$145,461 | | | 997 |
| 2 Commercial - small | \$19,120 | \$87,830 | | | 204 |
| 3 Commercial - large | \$11,807 | \$54,046 | | | 71 |
| 4 Interdepartmental | \$30 | \$136 | | | 1 |
| 5 Wholesale | | | | | |
| 6 Industrial | \$59 | \$272 | | | 2 |
| 7 Pumping & Drainage | | | | | |
| 8 | | | | | |
| 9 Total (1 thru 7) | \$61,991 | \$287,745 | 0 | 0 | 1,275 |
| INCOME STATEMENT | | | | | |
| OTHER REVENUES | | | | | |
| 10 Junk or Salvage Sold | | | | This Month | Year to Date |
| 11 Flusher Truck Rental | | \$279 | | \$61,991 | \$288,918 |
| 12 Misc. Sewer Revenue | | | | \$27,993 | \$124,857 |
| 13 Connect Fees | | \$894 | | | |
| 14 Grant Revenue | | | | | |
| 15 Total Misc. Revenue (10 thru 14) | \$0 | \$1,173 | | \$5,700 | \$28,500 |
| 16 Total Operating Revenue (9 + 15) | \$61,991 | \$288,918 | | \$3,100 | \$14,446 |
| OPERATING EXPENSES | | | | | |
| 17 Pumping & Lift | \$6,197 | \$18,260 | | \$36,793 | \$167,803 |
| 18 Treatment | \$9,413 | \$54,215 | | \$25,198 | \$121,115 |
| 19 Dredging | | \$2,346 | | | |
| 20 Transmission | | \$4,336 | | \$118 | \$456 |
| 21 Distribution | \$2,031 | \$11,137 | | \$118 | \$161 |
| 22 Collection | | | | \$118 | \$617 |
| 23 Operation Lines | \$197 | \$1,141 | | \$25,316 | \$121,732 |
| 24 Maintenance of Lines | | \$117 | | | |
| 25 Structure Maintenance | \$589 | \$648 | | | |
| 26 Customer Service | | | | | |
| 27 Customer Accounting | \$131 | \$730 | | | |
| 28 Rolling Equipment | \$2,771 | \$5,549 | | | |
| 29 General & Administrative | \$6,664 | \$26,318 | | | |
| 30 General Property Maintenance | | \$60 | | \$0 | \$0 |
| 31 Total Operating Expenses(17 thru 30) | \$27,993 | \$124,857 | | \$25,316 | \$121,732 |

Kris Larson

From: Eric Olson <EOlson@hmh-llc.com>
Sent: Monday, March 13, 2017 2:06 PM
To: David Sims; John Youngwirth; Mike Klaus; Kris Larson; Lisa Ailport
Subject: Bonners Ferry T-Plan Grant

Preliminary word from LHTAC is that Bonners Ferry will be receiving the Transportation Plan grant. Congratulations!

Eric Olson, PE
Senior Project Manager

HMH Engineering, LLC
1302 W Hayden Ave
Hayden, ID 83835
c 208.651.4152

NOTICE OF TORT

For Damage or Injury

ATTENTION:

This form is to be completed by the claimant and is a requirement that if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you, is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: DAVID E BAKER

Address: 6732 KAWIKSU ST

City: BONNERS FERRY State: ID Zip Code: 83805

Address for the Six Months Prior to the Date of the Damage or Injury Occurred:

Home Number: (208) 610 3201 Work Number: () _____

Date of Incident: 02-17 Time: _____ A.M. or P.M.

Location of Occurrence: AS ABOVE

Injuries that Resulted: NONE

Provide a Description of What Happened:
(Please attach any additional information you deem necessary)

SNOW PLOWS PUSHED CHAIN LINK FENCE
OVER AT 20MPH SIGN

RECEIVED

MAR 13 2017

CITY OF BONNERS FERRY

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against CBF

for REPAIR (a public entity)

in the amount of _____
(damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S. C. 1395.

Date of Birth _____

SSN _____

Medicare/Medicaid Number _____

Signature: N. E. Baker

Date: 03-13-17

Mailed 3-13-17

My 1st Report of an Incident/Accident
(To be completed by the Risk Manager and sent to ICRMP)



VEHICLE DAMAGE

(Damage to YOUR Vehicles Insured by ICRMP)

| |
|---|
| Name of Our Entity: <i>City of Bonners Ferry</i> |
| Address: <i>P.O. Box 149, Bonners Ferry, ID 83805</i> |
| Phone #: <i>208-267-3105</i> |
| Date Incident Occurred: <i>3-6-17</i> |
| Where did the Incident Occur? <i>Chinook Street & Highway 95</i> |
| Describe What Happened: <i>Officer Lopez turned off Highway 95 onto Chinook Street when the vehicle slid on the ice striking a concrete barrier with the drivers side front bumper.</i> |
| Who reported the claim to you? <i>Police Chief Vic Watson</i> |
| Department Involved in Incident: <i>Police</i> |
| Employee(s) Involved in Incident: <i>Raul Lopez</i> |
| Make, Model & VIN # Of Our Vehicle Or Equipment Involved: <i>2006 Chevrolet Tahoe 1GNEK13T56J162468</i> |
| Date Signed: <i>3-15-17</i> |
| Risk Manager Signature: <i>Kris Larson, Clerk/Treasurer</i> |

(Please attach any additional documentation you deem necessary)

*emailed to ICRMP
3-16-17*



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 #VC02-16 – CASE VACATION

Prepared by: Lisa Ailport, AICP
City Planner

Project Description: Petition to vacate a portion of a 16-foot alleyway within Block 17, of the Amended Plat of Bonners Ferry, Book 1C, Page 67, which can generally be described as being between Lots 1-3 and Lots 22-24 and a 30-foot wide by 160-foot long right of way of North River Drive along the south line of Lot 24, and a portion of Lot 1, Block 17 of the Amended Plat of Bonners Ferry (see visual on page 2).

Location: The project is located south east of Boundary Street and North of North River Drive.

Parcel size: ±6,500 square feet is proposed to be vacated.

Applicant: Robert and Linda Case

Applicant's Representative: Clare Marley, Ruen-Yeager and Associates

Property Owner: Same as applicant's

Petition filed with City: October 21, 2016; Amended February 27, 2017

Notice Provided: Certified Mailings: December 6, 2016, March 6, 2017
Published in Paper: December 1, 2016 and December 8, 2016
March 2, 2017 and March 9, 2017

Council Packets: Revised Staff report
Amended Application and Petitions
Traffic Safety Minutes of November 16, 2016
Public Comments,
Plat of Amended Plat of Bonners Ferry
Exhibit A and B
Official notice and official mailing of record for 3/21/17 hearing

PROJECT SUMMARY

The applicant originally requested to vacate a portion of a platted alleyway located adjacent to existing property owned by the applicant. A public hearing was held in December of 2016 which ultimately led to the continuation of the hearing until March 21, 2017, at the applicant's request.

Their request to continue was to address concerns about future utility connections that were raised at the initial hearing. In addition to addressing future utility connection through a proposed 16-foot easement (see application), the applicant also amended their request to include a portion of the platted North River Drive. The portion of the additional lands requested to be vacated are those lands directly in front of their ownership (see legal description).

The applicant asserts the vacation is requested because the public right-of-way serves no public need, has never been constructed in 125 years and cannot physically connect to the existing public road (Original petition and February addendum).



The application makes the following arguments for why the vacation is necessary.

Alleyway/Road ROW serves no public need:

According to the application and February addendum, the applicant contends no utilities are located within the alley or N. River Drive public right of way. A review of city plans and utilities also concludes that no city utilities are located within the alley. An existing utility pole is located to the south of the existing road right of way, likely within private property, although there is no survey data to support the actual location of the pole in relation to the ROW.

In addition, no properties will be left without legal access if the requested vacation is approved.

Alleyway and Road ROW has never been constructed:

According to the application, the alleyway and road way was dedicated to the public with the recording of the plat of Bonners Ferry, Idaho on July 9, 1890 when Bonners Ferry was still a part of Kootenai County. The plat has been in existence since 1890, over 125 years, and the alleyway, according to the applicant has only been improved with the homeowner's improvements (see application photos).

Alleyway cannot physically connect to the public road:

The platted alleyway intersects the public right-of-way (see above plat map), however this area is not where the physical road is located. As shown in the aerial image below, North River Drive is physically located south of the platted right of way, which is likely due to topography in the area. According to the application, a bench/slope runs east to west which prohibits connection to the existing road known as North River Drive. Photos were submitted with the application showing the topographic constraints.



Current Platted Road / Alleyway cannot be developed to a standard travel way

For the following reasons:

- a. There is no direct, physical access from the south end of the alley and the platted N. River Drive because the road was not constructed in the right of way;
- b. Any attempt to construct a driveway at the present-day location would require extensive excavation, rock removal, and blasting and would result in damage to the Case property;

- c. There is no ability for an emergency vehicle or other vehicles to turn around at the end of the alley, due to steep grade and lack of connection to the physical N. River Drive. Which is located 20-feet or more below.
- d. Dead-end alleys are prohibited by current Bonners Ferry road standards (Policy IV. G. C. 7).
- e. Street grades cannot exceed 6% grade (Policy IV.G.C.10). In addition, city standards require new approaches be no greater than 2-4% grades. The alley is on a hillside with slopes exceeding an estimated 45% grade.
- f. Current standards for alley construction require a 12-foot wide construction travelway within a 20-foot wide right-of-way (Policy IV.G.9). The platted 16-foot wide alley cannot meet today's standards for construction.

Existing N. River Drive cannot be constructed within the right of way

Topographical constraints, rocky steep slopes prevented the physical road from being constructed in the right-of-way, which is why the physical road is located south of the platted right of way. As a result of a plat that considered straight lines and regular intersecting streets, the actual land features could not of allowed for the construction of the road.

Support found by City in other vacations:

According to the application addendum, page 7, the City has supported vacation in the area. In particular, Boundary Street located south of the subject request. The application notes other areas north of the site as well.

ANALYSIS:

According to Idaho Code 50-311, the City may vacate a public right-of-way when it is determined to be "expedient for the public good" to do so. Furthermore, IC 50-1306A stipulates certain procedures to be adhered to and a public hearing held. Once these requirements have been met, the City Council may grant the request to vacate with such restrictions as they deem necessary in the public interest.

While State statute dictates the council can take this action once the notification procedures have been completed, the City does little to standardize how to evaluate what "expedient for the public good" means. Staff, in processing the application to hearing has attempted to extract out facts through the application and petition materials and by routing the request to agencies and departments to seek comments and/or recommendations by those departments.

The application was routed to the Traffic Safety Committee, which met on November 16, 2016. This vacation request was the first petition many on the Committee had ever considered. Staff provided the following questions in order help the dialog of evaluating what how vacating the right-of-way could affect city connectivity and use:

1. Has the right-of-way served the public in the past?
 - a. Has the right of way served as a transportation corridor in the past?
 - b. Has there ever been any city owned or public utilities within the right of way?
2. Does the right-of-way currently serve the public?
 - a. Is there currently any recognized use of the right of way such as trails, pathways or other travelways?
 - b. Does anyone or any property require the right of way to maintain access to property?

3. Will the right-of-way serve the public in the future?
 - a. Is there a future need to maintaining or keeping the right of way to connect trail systems or pathways?
 - b. Will there be a need to in the future have a corridor for future transportation planning efforts?

After evaluating the above the Traffic Safety Committee felt the existing alley did not serve the interest of the public currently or in the future, and therefore made a motion to recommend approval to City Council (see attached minutes).

City Departments, including City Streets, City Electric and the City Sewer and Water Departments were consulted and voiced some concern over granting the vacation without consideration of what future development patterns will be.

The Case's response to this concern is to offer to dedicate to the City a 16-foot wide easement in another location on property they own (see application for details). If the vacation is approved, the City would negotiate through a development agreement for the 16-foot easement. Idaho case law do not support a land exchange can be negotiated contingent upon vacation approval. That being said, the request should be considered based on the request itself and not on the proposition that the City would obtain the easement. In addition, an easement may be reserved over the exact location of the existing platted alley. This condition would require that the easement be secured in order to accommodate future location of utilities, the likelihood which would be overhead.

In the requested Addendum, the Case's are asking for an additional 30-feet of right of way be vacated for the reasons stated above. This area is located directly in front of their ownership (see legal description), which fronts on the ROW. Idaho State code 50-311 provides for the direction of how a vacation, if approved, should be executed.

I.C. 50-311...Provided further that whenever any street, avenue, alley or lane shall be vacated, the same shall revert to the owner of the adjacent real estate, one-half (1/2) on each side thereof, or as the city council deems in the best interests of the adjoining properties, but the right of way, easements and franchise rights of any lot owner or public utility shall not be impaired thereby.

The Case's are requesting consideration of the entire 30-feet be reverted back to them, as allowed for under the verbiage of 50-311, "...or as the city council deems in the best interest of the adjoining properties."

According to the Contract City Attorney Nancy Stricklin, there are occasions when the 50/50 distribution would not be equitable and the city council should consider a different distribution. Those scenarios may include:

1. Right-of-way that was not platted, but deeded to the city by one property owner. In that case, the right-of-way should revert back to the property from which it came.
2. In a rare circumstance, right-of-way is platted to follow the exterior boundary of a plat and the adjacent property on one side is outside of the plat from which it was dedicated. In that case, the platted right-of-way came from only those lots that were created as part of the plat and the right-of-way should revert only to the adjacent lots within the plat from which the right-of-way came.
3. Circumstances where the topography of the vacated right-of-way would make the land unusable for one of the adjoining property owners.

Staff has provided a condition for both scenarios if the vacation is approved (see condition 1a or 1b).

PUBLIC COMMENTS

The City received public comments from the following. A summary of the comments are included, but the council packet includes the entire comment:

Steve Galbraith provided written letter of opposition, received on December 13, 2016, noting that the vacation, if approved, would limit access to an existing power pole that serves three properties in the area.

Staff Note: The existing power pole may be located within the platted right-of-way of North River Drive. This portion of the right-of-way is not being requested as part of the vacation request. Furthermore, a condition securing the franchised rights of any easements is provided as a condition of approval (see condition #3).

DeAnna Galbraith provided a written letter of opposition to the file received December 12, 2016 noting similar issues as did Steve Galbraith did regarding access to the existing power pole.

Lillian Clements provided a written letter to the file, received December 9, 2016, noting that she walks her dogs along Arapaho alley and the vacation would restrict her access to the public alleyway. She is opposed to the vacation.

Testimony received at the hearing on December 20, 2016 was from Steve and DeAnna Galbraith. Their contention was that if the vacation is granted that it will compromise future development to the north due to the lack of public right-of-way or secured easements.

COUNCIL ACTION:

Ultimately it is City Council who has to weigh the facts and the testimony at the hearing to ensure adequate evidence supports what "expedient for the public good" is and what it means. Draft findings have been prepared based on the file.

APPLICABLE LAWS:

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

Idaho Code §50-1320 (Vesting) Idaho Code §50-1324 (Taxes pd)

DRAFT MOTION BY THE COUNCIL

Motion to Approve: I move to approve this file VC02-16, to vacate a portion of a 16-foot wide alleyway and a 30-foot portion of N. River Drive as described within the February 27, 2017 legal description provided with petition addendum. All of which is located within Block 17 of the Amended Plat of Bonners Ferry, book 1C Page 67, 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 1-2)

Motion to Deny: I move to deny this file VC02-16, to vacate a portion of a 16-foot wide alleyway and a 30-foot portion of N. River Drive as described within the February 27, 2017 legal description provided with petition addendum. All of which is located within Block 17 of the Amended Plat of Bonners Ferry, book 1C Page 67, 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 1-2- 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 50-311 and 50-1306A and concludes the interest of the public is met;

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 proposed to be adopted by the City Council by motion to approve.**

Reasoned Decision 1:

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

Draft Finding: Certified mailings of the request to vacate was sent to landowners within 300-feet of the lands to be vacated on December 6, 2016 and March 2, 2017, respectfully (file record).

Draft Finding: Notification of the proposed hearing was published in the December 1st, and December 8, 2016 and on March 2 and march 9, 2017 by affidavit of publication by the Bonners Ferry Herald (file record).

Reasoned Decision 2:

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

Draft Finding: The alleyway has not been constructed in 125 years and does not contain any known easements or utilities (application).

Draft Finding: Physical topographic constraints prevent future construction of the alleyway and prevent the alley from connecting to the existing North River Drive in (application).

Draft Finding: The Traffic Safety Committee made a motion to recommend approval of the vacation finding that the right-of-way does not currently serve the interest of the public and will not serve the interest of the public in the future (draft 11/16 minutes).

Draft Finding: Alleyways serve as benefit of access and utility placement (Staff Testimony).

Draft Finding: The existing utility service line that serves the Case property and the Galbraith property could not be extended without the need for public easement or public right of way, which the existing alleyway provides (Council Testimony).

Draft Finding: A condition requiring an easement over the existing alley public right of way for future overhead utility is placed as a condition for future development of overhead city utilities.

CONDITIONS OF APPROVAL

1. A. The vacation of the above described right-of-way shall be effective upon recording of an ordinance by the Council granting the vacation, vesting to reside with Robert and Linda Case; or

B. The vacation of the described right of way shall be effective upon recording of an ordinance by the City Council granting the vacation, where vesting to reside with Robert and Linda Case in the 16-foot alley vacation and ½ interest in the portion of N. River Drive to Robert and Linda Case. The remaining ½ interest shall be vested in Stephen and Deanna Galbraith, owners of Block E and F of the Amended Plat of Bonners Ferry
2. Prior to recording of the ordinance, the applicant's shall submit language drafted for recording to the satisfaction of the City, for reservation of an easement over the existing platted alley that will be vacated. The easement shall be to the city for the benefit of future overhead utilities and should be a minimum of 16-feet in width.
3. Prior to recording of the vacation ordinance, warranty deed(s) shall be prepared for recording combining the vacated alleyway with the ownership on either side of the alleyway to the satisfaction of the City. Once the vacation is recorded, the deed(s) shall be recorded combining the ownership into one parcel of land. The deed(s) shall reference the following language in the recording of the property consolidation, "The franchised rights of and easements of public utilities, if any, shall not be impaired by the recording of the vacation and shall remain in force."



RUEN-YEAGER & ASSOCIATES, INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

December 21, 2016

Via email

Lisa Ailport, AICP
Bonners Ferry City Planner
P.O. Box 149
Bonners Ferry, ID 83805

Re: File #VC02-16, Bob & Linda Case Petition to Vacate

Dear Lisa:

On behalf of my clients, Bob and Linda Case, I respectfully request File #VC02-16, a petition to vacate platted alleyway, be tabled to allow the city and affected parties sufficient time to explore access and utility easements. As evidenced by testimony at the December 20th public hearing, there are several issues that should be resolved prior to a final decision. We believe the outcome of further staff and landowner discussion would benefit all parties, including the city.

Please let me know if you have any questions regarding this request.

The petitioners would also like to schedule a meeting with you, Mike Klaus and the affected parties as soon as possible. Please advise me of when we might be able to meet.

Thank you.

Sincerely,
RUEN-YEAGER & ASSOCIATES, INC.

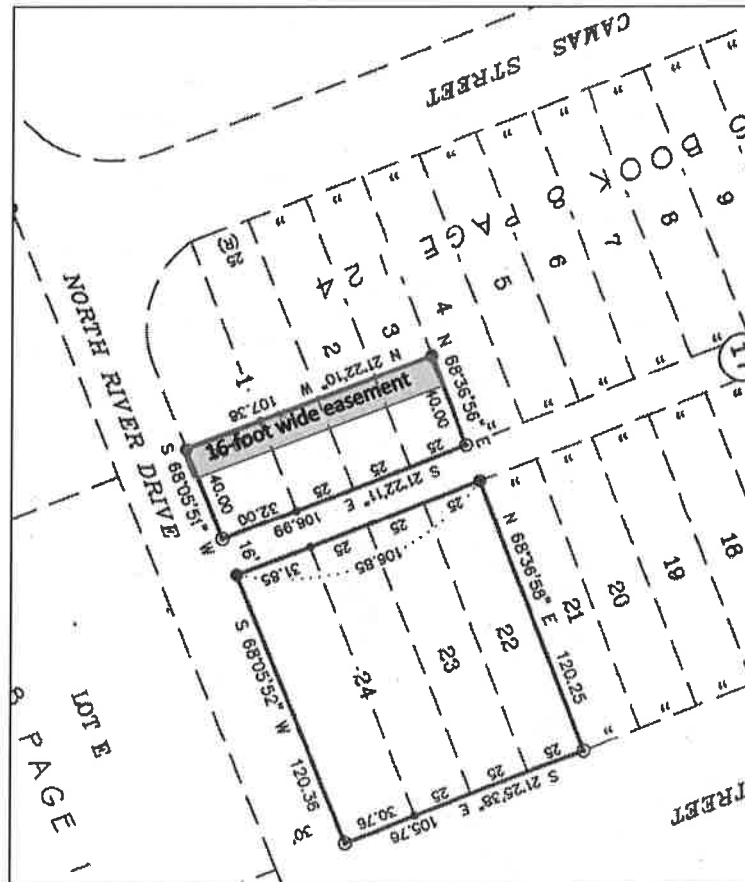

Clare Marley, AICP
Contract City Planner

c: Bob & Linda Case

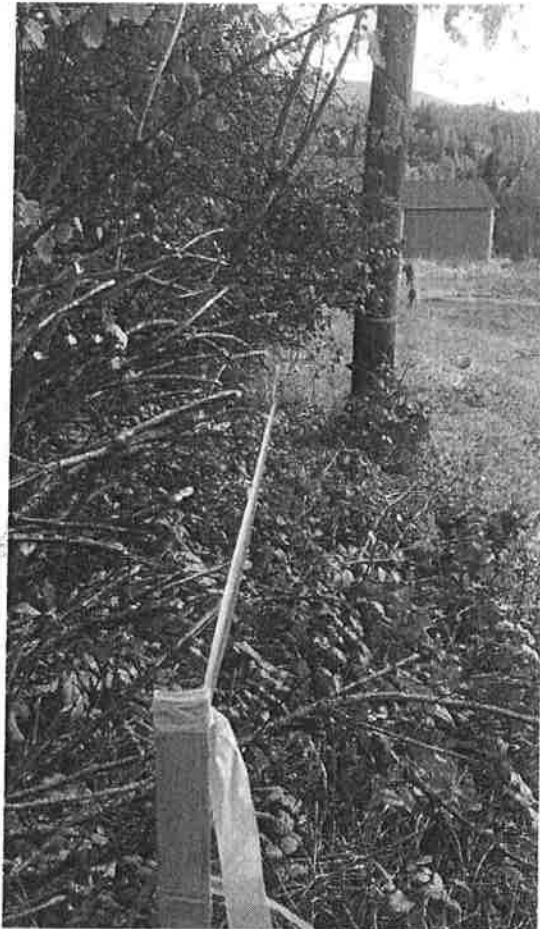
Petition Addendum – City of Bonners Ferry, ID
Application #VC02-16
Linda and Robert Case request to vacate 16-foot wide alley

In response to issues raised at the public hearing of December 20, 2016, the petitioners offer the following:

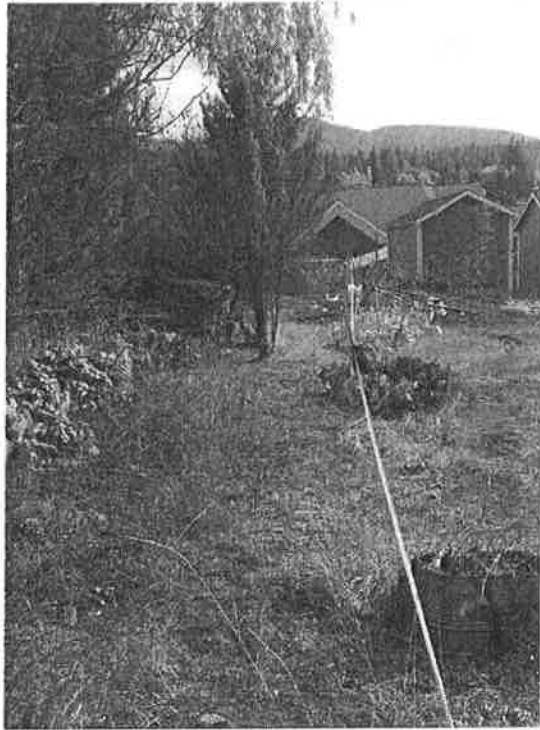
- 1. Utility easement:** Petitioners Bob and Linda Case will offer, through a development agreement, a 16-foot wide utility easement at the western edge of their northeasterly 40 feet of Lots 1-3, Block 17, Amended Plat of Bonners Ferry, shown in Figure 1, below. The utility easement would be granted to address concerns from the City Council that future utility access may be needed to serve adjoining properties. This utility easement would provide a far superior utility corridor than the subject 16-foot alleyway because it is on a more level portion of the petitioners' property, is less rocky, and is near existing utility structures, as the photos below illustrate.



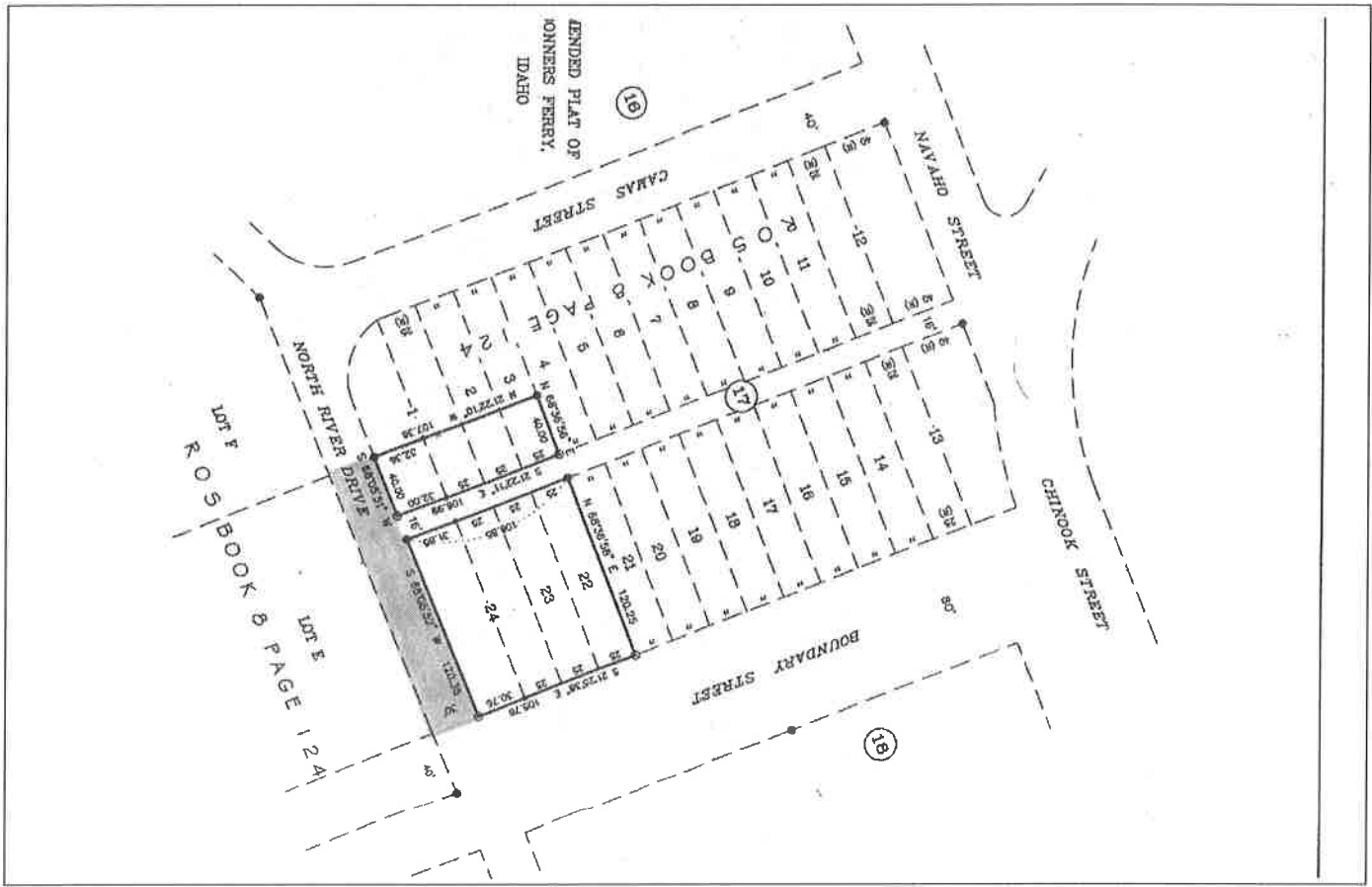
Northwest corner of 40-foot portion of Lots 1-3 of Case ownership



Northwest corner of 40-foot portion of Lots 1-3, looking south down the side line

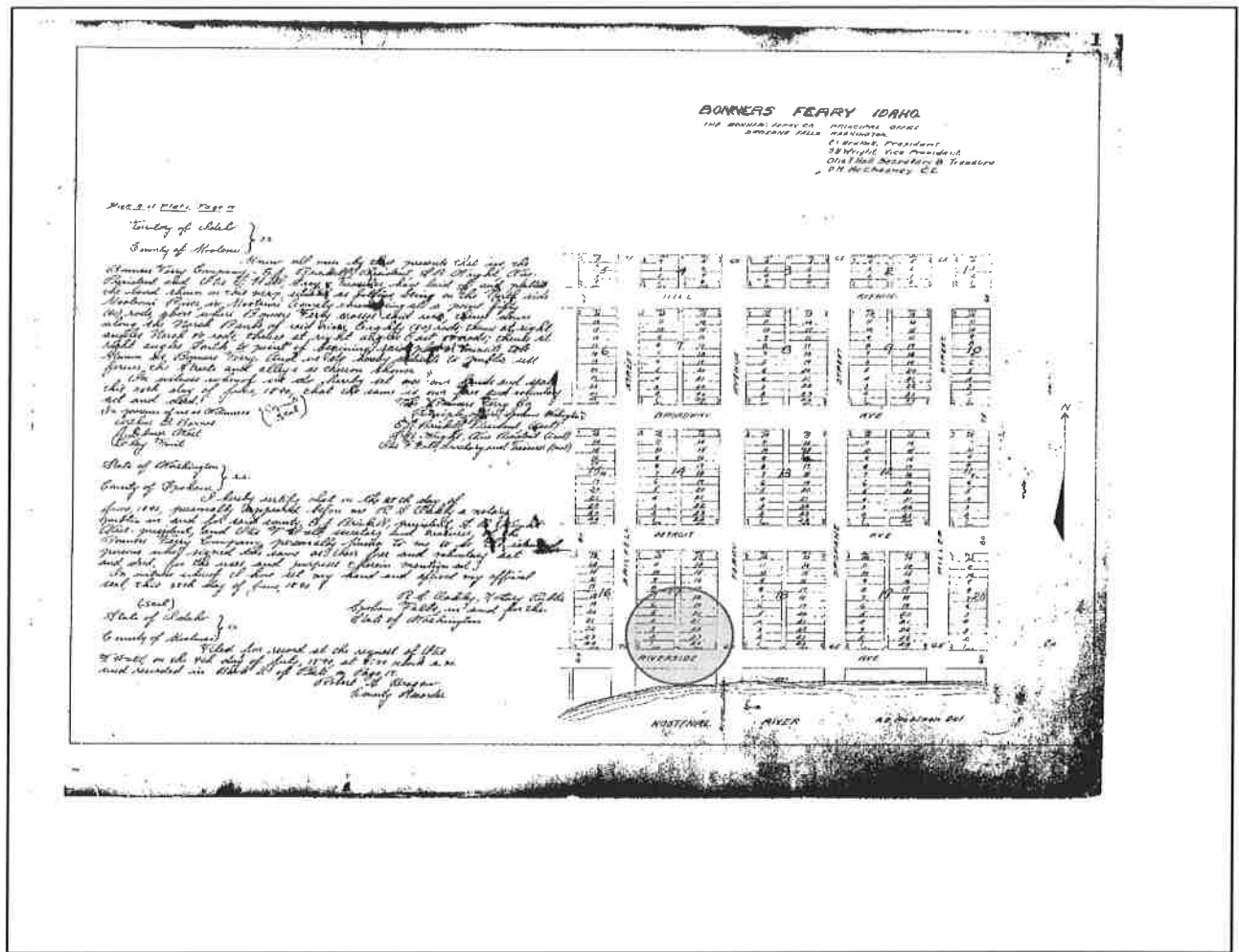


2. Vacation of undeveloped portion of North River Drive. As was evident with the initial petition and public record, platted North River Drive fronting the Case property was never developed with a travelway because of its steep, rocky face. The roadway instead was developed south of the platted right-of-way, in an area topographically suitable for road construction. The petitioners desire to amend their application to include the vacation of the entire 30-foot wide section of North River Drive fronting their properties and generally described as: "all that portion of North River Drive lying south of the following: Lots 22-24, Block 17, of the Amended Plat of Bonners Ferry; the northeasterly 40 feet of Lots 1, 2, and 3, Block 17 of the Amended Plat of Bonners Ferry and the 16-foot wide alley lying between these lots." (A description prepared by an Idaho-licensed surveyor of the portions of public right-of-way will be provided to the city upon request.) An illustration of the proposed vacation is shown below.

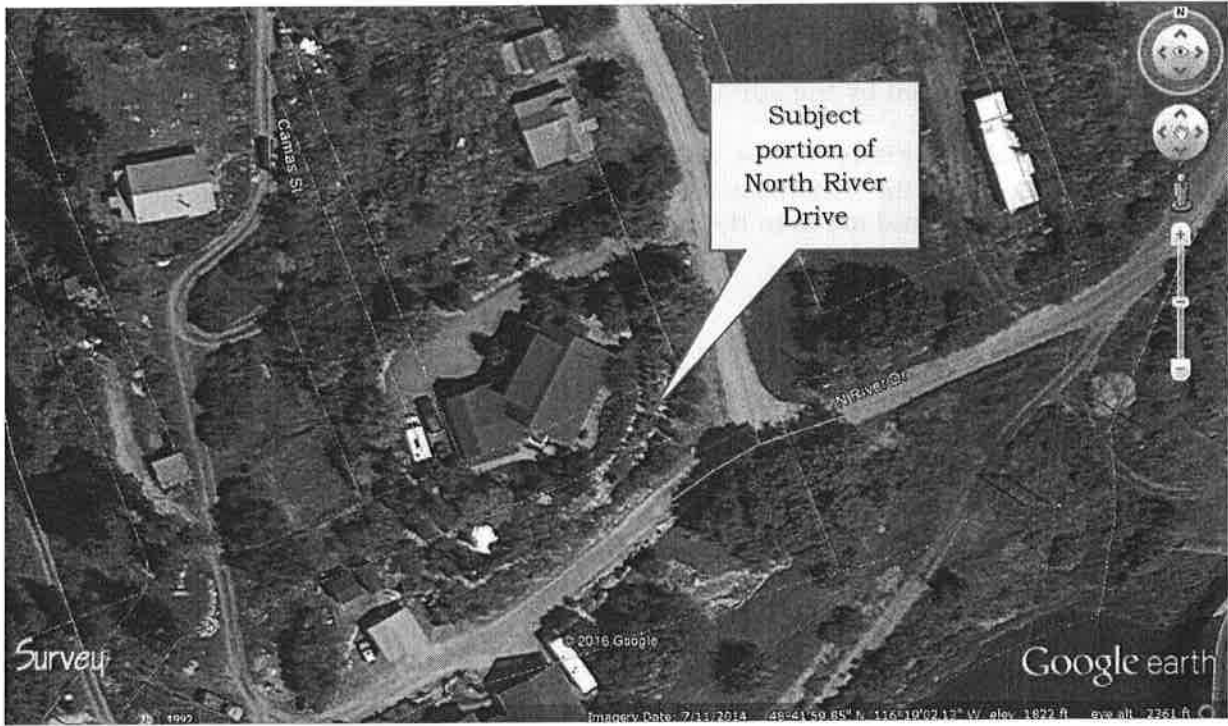


ADDITIONAL EVIDENCE IN SUPPORT OF REQUEST:

- 1.** The proposed offer of the 16-foot wide utility easement on the western portion of Lots 1-3 would allow city access to an area that is not steep and rocky, thereby saving future costs for utility installations in the present, uphill location. Further, there are other options for placement of power poles, including within the existing platted rights-of-way of Camas Street, north and south. Neighboring properties could benefit from utility access on either side of Camas Street, as platted or within the prescriptive path. The proposed additional 16-foot wide utility easement provides an additional option.
- 2.** The current platted alley that is the subject of the vacation request cannot be developed with a standard travelway because:
 - a.** There is no direct, physical access from the south end of the alley and the platted North River Drive because North River Drive was not constructed within its right-of-way.
 - b.** Any attempt to construct a driveway at the present-day location would require extensive excavation, rock removal, and blasting and would result in damage to the Case property.
 - c.** There is no ability for an emergency vehicle or other vehicles to turn around at the end of the alley, due to the steep grade and lack of connection to the physical North River Drive, which is located 20 feet or more below.
 - d.** Dead-end alleys are prohibited by current Bonners Ferry road standards (Policy IV.G.C.7.)
 - e.** Street grades cannot exceed 6% grade (Policy IV.G.C.10.) In addition, city standards require new approaches be no greater than 2-4% grade. The alley is on a hillside with slopes exceeding an estimated 45%.
 - f.** Current standards for alley construction require a 12-foot wide constructed travelway within a 20-foot wide right-of-way (Policy IV.G.9). The platted 16-foot wide alley cannot meet today's standards for construction.
- 3.** The platted portion of North River Drive fronting the Case property was never constructed within its right-of-way due to steep, rocky slopes. The physical roadway is located south of the platted right-of-way, curving in a southwesterly direction away from the Case property. The right-of-way was dedicated to the public with the recording of the plat of Bonners Ferry, Idaho on July 9, 1890, when Boundary County was still a part of Kootenai County. The original plat was designed with straight lines and regular intersecting streets and alleys, without regard to the topography. (See plat of Bonners Ferry, Idaho below.) As a result, the dedicated alley and portion of North River Drive, dedicated to the public more than 125 years ago, were never built and cannot be constructed due to topography.



4. Cities have the power to vacate alleys, as authorized by Idaho Code §50-311 and §50-1306A.
5. Idaho Code §50-311 empowers the city to vacate public rights-of-way “whenever deemed expedient for the public good.” Whenever an alley or street is vacated, the land shall revert to the owner “of adjacent real estate, one-half (½) on each side thereof, or as the city council deems in the best interests of the adjoining properties...” The rights of any utilities shall not be impaired by the proposed vacation. The petitioners request the 30-foot wide portion be dedeed to them, upon vacation, or as provided by Idaho Code.
6. There are no utilities within the platted portion of North River Drive fronting the Case property. Based on aerial photographs, a portion of the platted right-of-way has been landscaped. While not survey-accurate, the aerial photograph below provides information regarding the relationship of the platted area to the residential improvements and legal boundaries. A gazebo and pergola, both non-permanent structures, appear to be located within the platted right-of-way. The petitioners report they pay taxes on these structures.



7. Photographs below are evidence that the subject portion of North River Drive has not been constructed and could not be constructed to today's standards due to topographic constraints. The landscaped area is on a ledge above the physical roadway.

A portion of North River Drive platted right-of-way on hilltop above present-day roadway, looking southwest.



8. Vacation of the portion of North River Drive fronting the petitioners' property would not deprive any properties of legal access. No physical access to properties would be lost by the vacation of the right-of-way. All surrounding properties have access to their properties via other existing public rights-of-ways, prescriptive roads, or private access, as evidenced by the survey, aerials, plats, and site observations.
9. Other vacations within the area have been granted by the City of Bonners Ferry, including the extension of Boundary Street, directly southeast of the petitioners' property, and areas to the north of the site.



RUEN-YEAGER & ASSOCIATES, INC.
ENGINEERS ♦ PLANNERS ♦ SURVEYORS

February 22, 2017

Via email

Lisa Ailport, AICP
Bonners Ferry City Planner
P.O. Box 149
Bonners Ferry, ID 83805

Re: File #VC02-16, Bob & Linda Case Petition to Vacate – Petition Addendum

Dear Lisa:

The Bonners Ferry City Council granted a request by Bob and Linda Case to table the above-named alleyway vacation petition to allow time to explore access and utility easements issues that were raised at the initial public hearing.

As a result of meetings with city staff, a review of city standards, and meetings with the petitioners, the following "Petition Addendum" is offered to address the concerns regarding continued utility easement access and other issues of public interest.

We believe a site visit to this property would be beneficial to the council in helping them understand the unique topography and issues of this petition. Should the council or staff desire, the landowners are willing to give access through their property to reach the public right-of-way. Please advise if you wish to arrange such a visit.

If you need any additional materials or information prior to the continuation of the public hearing on March 21st, please let me know.

Thank you.

Sincerely,
RUEN-YEAGER & ASSOCIATES, INC.


Clare Marley, AICP
Petitioners' Representative

c: Bob & Linda Case
Enclosure: Petition Addendum

Vc 02-14



CITY OF BONNERS FERRY

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

Applicant's Name: Linda and Robert Case Date: 10/06/16

Mailing Address: P.O. Box 239, Bonners Ferry, ID 83805

Day Telephone Number: (208) 660-1915 E-mail Address: _____

Applicant's Name: _____ Date: _____

Mailing Address: _____

Day Telephone Number: () E-mail Address: _____

Applicant's Representative: Clare Marley, AICP

Company Ruen-Yeager and Associates, Inc.

Mailing Address: 219 Pine Street, Sandpoint, ID 83864

Day Telephone Number: (208) 265-4629 E-mail Address: cmarley@ruenyeager.com

DESCRIPTION:

Subdivision Name: Amended Plat of Bonners Ferry Instrument # ROS 267641

Block Number 17 Lot Number(s) 22-25 Book of Plat No. 1-C Pages: 67

Quarter: _____ Section: 27 Township: 62N Range: 1E

Location of Property: (Street Address or cross streets) 7306 Boundary Street

Parcel or Tax Lot Number (if available) RPB0120017024BA; RPB0120017024BA

(This information can be obtained from County Assessor's Office)

REQUEST

(If more space is needed, please use additional paper)

Please explain why the vacation is necessary:

The vacation of the 16-foot wide alley adjoining the subject parcels is requested because the public right-of-way serves no public need, has never been constructed, and cannot physically connect to the public roadway to the south. See attached narrative for further explanation.

RECEIVED

OCT 21 2016

RECEIVED

OCT 21 2

Please explain why this vacation is in the interest of the public to vacate:

Please see attached narrative in support of the petition to vacate.

Are there any utilities within the existing right-of-way? If yes, please explain None.

Will any utilities remain in the same location if the vacation is approved? If yes, please explain: Not applicable. There are no utilities in the alley.

Does that applicant propose to provide any easements as part of the vacation? If yes, please explain: None are proposed.

Title to Vacated Portion to be Vested With: The full 16-foot width of the platted alleyway between ;
And petitioners' property, as described, is to be vested with Robert and Linda Case.

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.

See attached
Applicant Signature

_____, 20____
Date

Applicant Signature

_____, 20____
Date



CITY OF BONNERS FERRY

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

Applicant's Name: _____ Date: _____

Mailing Address: _____

Day Telephone Number: () _____ E-mail Address: _____

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:

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.)



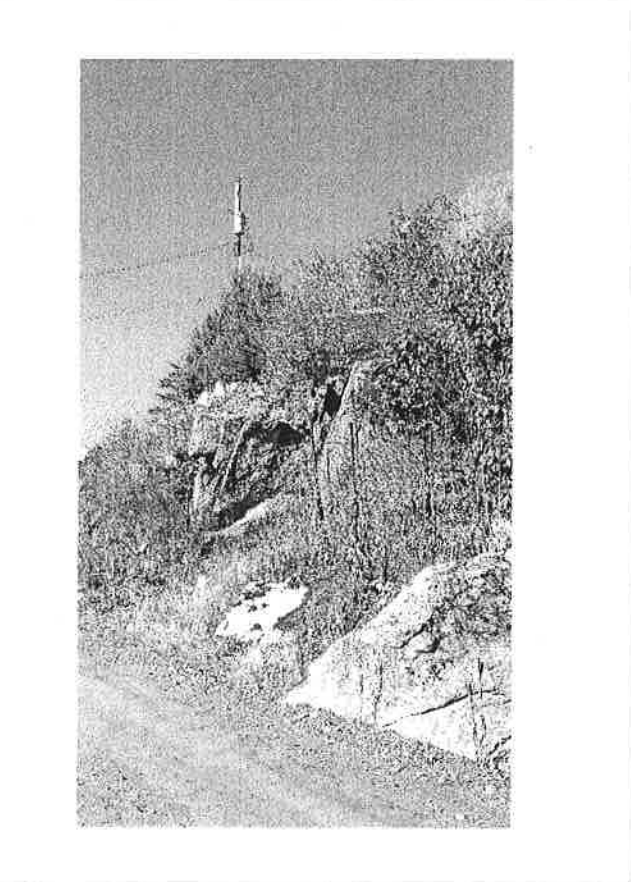
I (we), the undersigned, do hereby petition the City of Bonners Ferry to vacate the right of way described in this application and do certify that all information, statements, attachments and exhibits submitted herewith are true to the best of my (our) knowledge.


Applicant Signature


Date

Evidence in support of petition to vacate alleyway
Linda and Robert Case, petitioners
City of Bonners Ferry, ID

| ITEM | EVIDENCE |
|---|---|
| Request | To vacate a 16-foot wide public alley bisecting property owned by the petitioners. |
| Location | Adjoining property at 7306 Boundary Street, Bonners Ferry, ID. |
| Legal | A portion of the 16-foot wide alley in Block 17 of the Amended Plat of Bonners Ferry in Section 27, Township 62 North, Range 1 East, B.M., Boundary County, as recorded in Book 1-C, Page 67, records of Boundary County, Idaho, lying between Lots 22 through 24, and a portion of Lots 1 through 3 of said plat. (See attached legal description by James R. Staples, PLS.) |
| Background | The subject alleyway was dedicated to the public with the recording of the plat of Bonners Ferry, Idaho on July 9, 1890, when Boundary County was still a part of Kootenai County. (See attached plat of Bonners Ferry, Idaho.) Although dedicated to the public more than 125 years ago, this portion of the dedicated alleyways of the plat of Bonners Ferry has never been constructed and is not currently maintained by the City of Bonners Ferry. |
| Setting | The south end of the dedicated alleyway intersects with the platted portion of North River Drive. (See attached preliminary survey.) However, North River Drive was not constructed within its dedicated right-of-way due to steep, rocky slopes. The physical road is constructed south of the platted right-of-way, as seen in the aerial photo and close-up below. The alley does not provide a through way to North River Drive due to topographic constraints. |
| Aerial photo of North River Drive and alleyway | |

| | | |
|--|---|---|
| <p>Close-up showing dedicated right-of-way</p> |  | <p>Note: The aerial photograph from Google Earth shows approximate locations of structures in relation to legal boundaries, such as rights-of-way and property lines.</p> |
| <p>Slope</p> | <p>Photos demonstrating the sloped, rocky area between the platted alleyway and current North River Drive are shown below.</p> | |
| <p>Photos:</p> <p>Left, view from North River Drive upslope to petitioners' home</p> <p>Right, view looking west from North River Drive below petitioners' home</p> |  |  |
| <p>Provisions of Idaho Code, §50-311</p> | <p>Cities have the power to vacate alleys, as authorized by Idaho Code §50-311 and §50-1306A.</p> <p>IC §50-311 empowers the city to vacate public rights-of-way “whenever deemed expedient for the <u>public good</u>.” Whenever an alley or street is vacated, the land shall revert to the owner “of adjacent real estate, one-half (½) on each side thereof, or as the city council deems in the best interests of the adjoining properties...” The rights of any utilities shall not be impaired by the proposed vacation.</p> | |

| | |
|-------------------------------|---|
| <p>§50-1306A</p> | <p>There are no utilities located within the alley, according to the landowners. However, the petitioners would agree to a condition stating: “The franchise rights and easements of public utilities, if any, shall not be impaired by the vacation and shall remain in force.”</p> <p>The petitioners own both sides of the 16-foot wide alley, as evidenced by the deeds and preliminary survey submitted with this petition. Therefore, once vacated, the petitioners request the city council grant ownership of the subject alley to them in its entirety.</p> <p>Vacation of the alley is in the public good because the alley cannot be reasonably constructed to serve the physical North River Drive roadway due to rock outcroppings and steep slopes. The alley serves no public need.</p> <p>IC §50-1306A provides that the city shall give legal notice and conduct a public hearing, and “may grant the request to vacate with such restrictions as they deem necessary <u>in the public interest.</u>”</p> <p>The petitioners would agree to the condition preserving any potential utility easements, though none are known to exist. Also, should the city determine the combining of the vacated alley with adjacent land is needed to meet the “public interest” requirement or subdivision laws, they would agree to combine by deed the alleyway with their adjoining properties.</p> |
| <p>Public interest</p> | <p>When considering vacations of public rights-of-way, the governing bodies need to determine whether the vacation is in the public interest. While not defined by state code, “public interest” can include future extensions of public roads, legal access to other properties, use of the right-of-way for public utilities, or use of the land for snow storage. As evidenced by the photographs below, and attached, the alley has not been constructed and has been converted over time to a parking area, landscape wall, and patio area. Construction of the alley would serve no practical purpose because it cannot connect to the physical North River Drive at the south end or properties to the north. Development of the alley would require removal of rock and placement of fill. The development would not be in the public interest due to the expense, lack of need for access, and the environmental effects of extensive rock removal and fill. Most importantly, the extended alley could not physically connect to the actual roadway below. Since the alley is not used by the public, there is no need for snow storage. Lastly, the vacation of the right-of-way will not deprive any property of legal access. All surrounding properties have access to their properties via other existing public rights-of-ways, prescriptive roads, or private access, as evidenced by the survey, aerials, plats, and site observations.</p> |

**Photo of
northeast
end of alley**



**Photo of
dedicated
alley area,
looking
toward south.
North River
Drive is
located
downslope
from this
point.**



**LEGAL DESCRIPTION
FOR
VACATION OF PART OF THE ALLEYWAY
IN
BLOCK 17 OF THE AMENDED PLAT OF BONNERS FERRY**

A part of the 16.00 foot alley in Block Seventeen (17) of the Amended Plat of Bonners Ferry in Section Twenty-seven (27), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; as recorded in Book 1-C, Page 67, records of Boundary County, Idaho and more particularly described as follows:

Beginning at the northeast corner of Lot 3, Block 17 of the Amended Plat of Bonners Ferry, marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence along the east line of Lots 1, 2, and 3 of Block 17, S 21°22'11" E, 106.99 feet, to the southeast corner of Lot 1, Block 17 of the Amended Plat of Bonners Ferry, marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence N 68°05'53" E, 16.00 feet, to the southwest corner of Lot 24, Block 17 of said Amended Plat and marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, along the west line of Lots, 22, 23, and 24 of Block 17, N 21°22'11" W, 106.85 feet, to the northwest corner of Lot 22, Block 17 of said Amended Plat and marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence S 68°36'59" W, 16.00 feet to the POINT OF BEGINNING.





CITY OF BONNERS FERRY

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

Applicant's Name: Linda and Robert Case Date: 10/06/16

Mailing Address: P.O. Box 239, Bonners Ferry, ID 83805

Day Telephone Number: (208) 660-1915 E-mail Address: _____

Applicant's Name: _____ Date: _____

Mailing Address: _____

Day Telephone Number: () E-mail Address: _____

Applicant's Representative: Clare Marley, AICP

Company Ruen-Yeager and Associates, Inc.

Mailing Address: 219 Pine Street, Sandpoint, ID 83864

Day Telephone Number: (208) 265-4629 E-mail Address: cmarley@ruenyeager.com

DESCRIPTION:

Subdivision Name: Amended Plat of Bonners Ferry Instrument # ROS 267641

Block Number 17 Lot Number(s) 22-25 Book of Plat No. 1-C Pages: 67

Quarter: _____ Section: 27 Township: 62N Range: 1E

Location of Property: (Street Address or cross streets) 7306 Boundary Street

Parcel or Tax Lot Number (if available) RPB0120017024BA; RPB0120017024BA
(This information can be obtained from County Assessor's Office)

REQUEST

(If more space is needed, please use additional paper)

Please explain why the vacation is necessary:

The vacation of the 16-foot wide alley adjoining the subject parcels is requested because the public right-of-way serves no public need, has never been constructed, and cannot physically connect to the public roadway to the south. See attached narrative for further explanation.

Please explain why this vacation is in the interest of the public to vacate:

Please see attached narrative in support of the petition to vacate.

Are there any utilities within the existing right-of-way? If yes, please explain None.

Will any utilities remain in the same location if the vacation is approved? If yes, please explain: Not applicable. There are no utilities in the alley.

Does that applicant propose to provide any easements as part of the vacation? If yes, please explain: None are proposed.

Title to Vacated Portion to be Vested With: The full 16-foot width of the platted alleyway between ;
And petitioners' property, as described, is to be vested with Robert and Linda Case.

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.

Applicant Signature

_____, 20____
Date

Applicant Signature

_____, 20____
Date

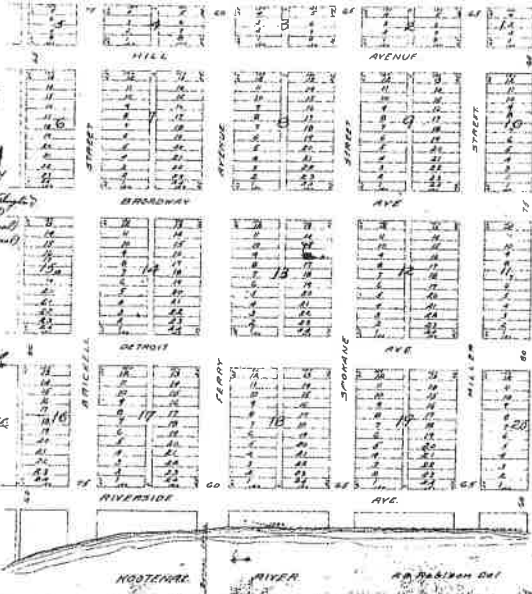
BONNERS FERRY IDAHO.

THE BONNERS FERRY CO. PRINCIPAL OFFICE
 BARNHURST, WASHINGTON
 J. B. McCreaney, President
 J. B. McCreaney, Vice President
 J. B. McCreaney, Secretary
 J. B. McCreaney, Treasurer

2nd 1/2 1/2 1/2 1/2 1/2

County of Idaho }
 County of Adams }

Know all men by these presents that we, the Bonners Ferry Company, of the County of Adams, State of Idaho, do hereby certify that we have laid out and dedicated to the public use certain streets and alleys in the Town of Bonners Ferry, in Adams County, Idaho, and that we have caused to be filed in the office of the County Clerk of Adams County, Idaho, a map of said streets and alleys, which map is on file in the office of the County Clerk of Adams County, Idaho, and that we have caused to be filed in the office of the County Clerk of Adams County, Idaho, a copy of these presents, which map and copy of these presents are on file in the office of the County Clerk of Adams County, Idaho, and that we have caused to be filed in the office of the County Clerk of Adams County, Idaho, a copy of these presents, which map and copy of these presents are on file in the office of the County Clerk of Adams County, Idaho.



State of Washington }

County of Spokane }
 I hereby certify that on the 20th day of June 1890, pursuant to chapter 45 of the laws of the State of Washington, and that I have caused to be filed in the office of the County Clerk of Adams County, Idaho, a copy of these presents, which map and copy of these presents are on file in the office of the County Clerk of Adams County, Idaho.

State of Idaho }

County of Adams }
 Filed for record at the request of the
 and recorded in the office of the County Clerk of Adams County, Idaho, on the 20th day of July, 1890, at 8:30 a.m.

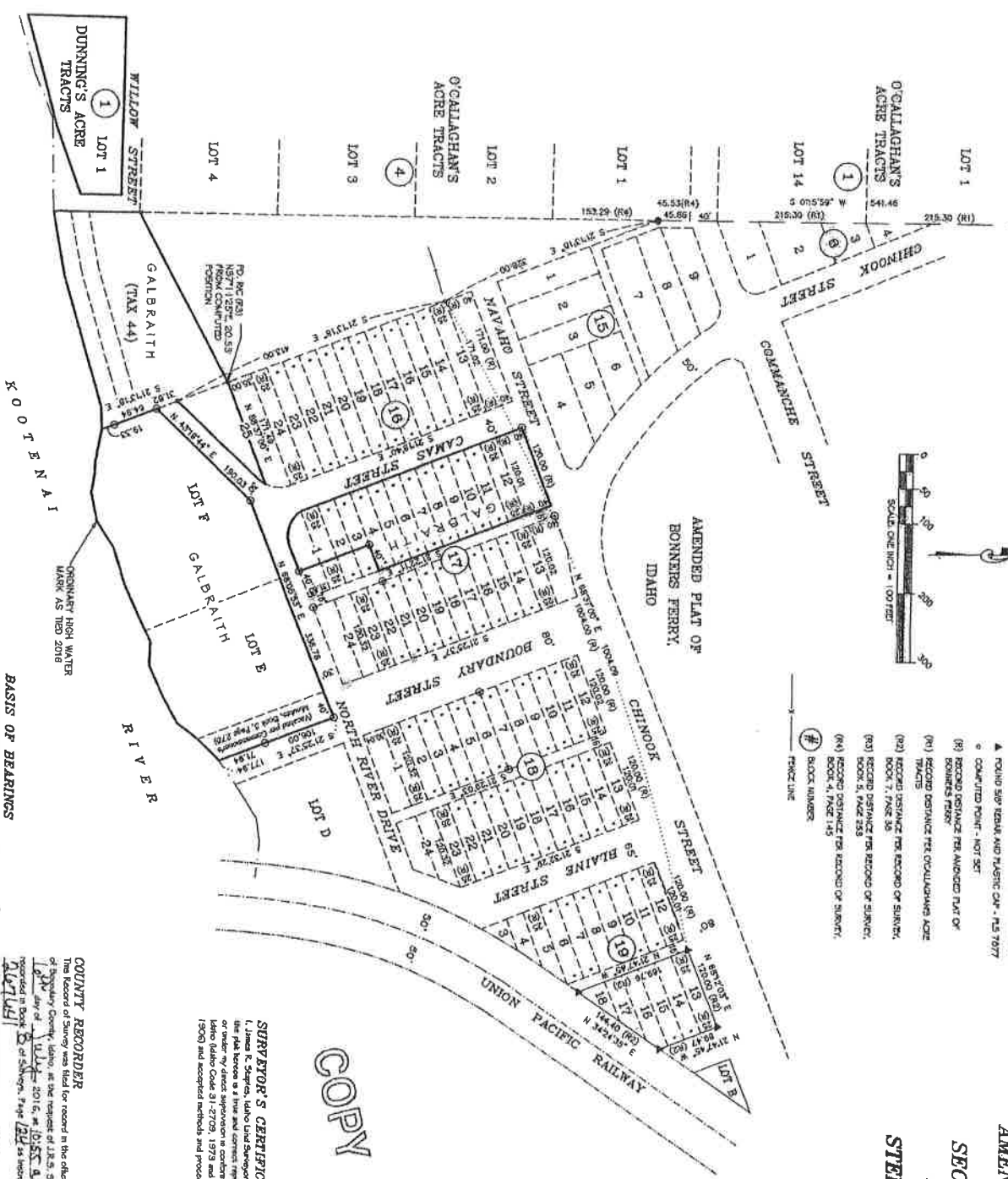
July 1890
 Kootenai County
 streets & alleys dedicated to public

RECORD OF SURVEY

AMENDED PLAT OF BONNERS FERRY
IN
SECTION 27, T. 62N, R. 1E, B.M.
BOUNDARY COUNTY, IDAHO
FOR
STEPHEN AND DEANNA GALBRAITH



- LEGEND**
- FOUND CORNER EXHIBIT AS NOTED
 - SET 5/8" REBAR AND PLASTIC CAP - #3 SIZE
 - ▲ FOUND 5/8" REBAR AND PLASTIC CAP - #5 SIZE
 - ◊ COMPUTED POINT - NOT SET
 - (R) RECORD DISTANCE FOR AMENDED PLAT OF BONNERS FERRY
 - (R1) RECORD DISTANCE FOR RECORD OF SURVEY, BOOK 7, PAGE 38
 - (R2) RECORD DISTANCE FOR RECORD OF SURVEY, BOOK 5, PAGE 233
 - (R3) RECORD DISTANCE FOR RECORD OF SURVEY, BOOK 4, PAGE 145
 - (R4) RECORD DISTANCE FOR RECORD OF SURVEY, BOOK 4, PAGE 145
 - ⊕ BLOCK NUMBER
 - FENCE LINE



NOTE

The field survey was conducted following past surveys as follows:

- Amended Plat of Bonners Ferry as recorded in Book 1 of Plans, Page 67
- The plat of O'Callaghan's Acre Tracts as recorded in Book 1 of Plans, Page 33
- The plat of Dunning's Acre Tracts as recorded in Book 1 of Plans, Page 62
- Record of Survey Book 4, Page 23, Instrument Number 156372
- Record of Survey Book 4, Page 145, Instrument Number 2210034
- Record of Survey Book 5, Page 233, Instrument Number 2210034
- Record of Survey Book 5, Page 40, Instrument Number 220034
- Record of Survey Book 7, Page 35, Instrument Number 2298555

The hinge point on the west line of the Amended Plat of Bonners Ferry was determined from Record of Survey Book 4, Page 145 setting the found corner and cap set at the large point per this survey.

The alignment of the west line of Block 15, 16 and Lot F was determined by a line from the hinge point set per Record of Survey Book 4, Page 145 to the adjacent metes and bounds of the original 1914 QLD survey and the call to the west line of the Townsite of Bonners Ferry in said QLD survey.

Record distances held along the west side of Blocks 15 and 16 with the encroachment, a the west line of Lot F.

Existing fences and lines of occupation were established in the final boundary determination for this survey and are shown on the face of this survey.

The 35 foot dimension along the west line of the North half of Lot 25, Block 15, and the alignment of the south line of Block 17 and 18 was based on Record of Survey Book 5, Page 233.

The eastern corner of this survey was marked to and determined by Record of Survey Book 7, Page 35.

COPY

SURVEYOR'S CERTIFICATION

I, James R. Stephens, Idaho Land Surveyor No. 5620, do hereby certify that the plat hereon is a true and correct representation of a survey made by me or under my direct supervision in compliance with the laws of the State of Idaho (Idaho Code 31-2703, 1973 and Idaho Code 55-1803 through 1808) and accepted methods and procedures of surveys.



BASIS OF BEARINGS

Bearings are based on Record of Survey, Book 7, Page 35, as Instrument No. 2298555.

COUNTY RECORDER

This Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, in the presence of J.R.S. Stephens, Inc. the Surveyor, on this 20th day of July, 2016, at 10:55 A.M. and duly recorded in Book 5 of Surveys, Page 233 as Instrument No. 2298555.

GLENDAPOSTON
County Recorder

Glenda Poston
Deputy Recorder

| | |
|-------------------------------|--------------|
| J.R.S. SURVEYING, INC. | |
| PO BOX 5028 - 6770 KATIE | |
| BONNERS FERRY, ID. 83806 | |
| (409) 367-7565 | |
| RECORD OF SURVEY | |
| NO. 2298555 | DATE 7/20/16 |
| BY J.R.S. | DATE 7/20/16 |
| BY G.P. | DATE 7/20/16 |

RECORD OF SURVEY

AMENDED PLAT OF BONNERS FERRY
IN
SECTION 27, T. 52N. R. 1E, B.M.
BOUNDARY COUNTY, IDAHO
FOR
STEPHEN AND DEANNA CALBRAITH



- LEGEND**
- ⊙ FOUND CORNER EVIDENCE AS NOTED
 - ⊖ SET AND REBUILT AND PLUMED CORNER - (13 3628)
 - ⊕ COLLIMATED SET REBUILT AND PLUMED CORNER - (15 3628)
 - ⊙ FOUND LUMP REBUILT AND PLUMED CORNER - (15 7877)
 - ⊖ COMPUTED POINT - NOT SET
 - (1) RECORD DISTANCE PER AMENDED PLAT OF BONNERS FERRY
 - (2) RECORD DISTANCE PER CALBRAITH ACRES TRACTS
 - (3) RECORD DISTANCE PER RECORD OF SURVEY BOOK 7, PAGE 30
 - (4) RECORD DISTANCE PER RECORD OF SURVEY BOOK 5, PAGE 223
 - (5) RECORD DISTANCE PER RECORD OF SURVEY BOOK 4, PAGE 110
 - (6) BLOCK NUMBER
 - ⊖ TRUCK LINE



This piece of road by the bridge is the boundary of the Wood Vacated

This alley was vacated just recently

COPY

NOTE

The field survey was conducted within past records as follows:

- The plat of Bonners Ferry as recorded in Book 1 of Fish, Page 67
- The plat of Calbraith Acres Tracts as recorded in Book 1 of Fish, Page 55
- The plat of Bonners Ferry as recorded in Book 1 of Fish, Page 67
- Record of Survey Book 4, Page 126, Instrument Number 196372
- Record of Survey Book 4, Page 128, Instrument Number 197652
- Record of Survey Book 5, Page 223, Instrument Number 221000
- Record of Survey Book 5, Page 223, Instrument Number 221034
- Record of Survey Book 7, Page 30, Instrument Number 221035

The higher point on the west line of the Amended Plat of Bonners Ferry was determined from (Record of Survey Book 4, Page 118) utilizing the found pole and cap set at its highest point per the survey.

The 4' of ground on the west line of Block 15, 16 and Lot 17 was determined by an extension of the center line of the lot line of Block 14, Page 145 to the adjacent corner of the 1/4 section of the plat of the west line of Block 17 and 18 was based on Record of Survey Book 7, Page 30.

General instructions filed along the east side of October 13 and 15-well be maintained in a book bound in 1917.

Corner markers and lines of construction were maintained in the field boundary determined by this survey and are shown on the face of this survey.

The 20' foot dimension along the west line of the north line of lot 21, Block 16, an extension of the south line of Block 17 and 18 was based on Record of Survey Book 7, Page 30.

The eastern side of this survey was laid in and determined by Record of Survey Book 7, Page 30.



BASIS OF HEARINGS
Hearings were held on Record of Survey, Book 7, Page 30, on November 14, 23, 1925.

COUNTY RECORDER
The Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, at the request of J.R.S. Surviving, Inc. this day of April, 1925, at 10:15 A.M. in the presence of J.R.S. Surviving, Inc. and city of ALTA and ALTA and ALTA as witnesses. No. 111

GLENDAPOSTON
County Recorder

G. Glavin
Deputy Recorder

| | | | |
|--------------------------------------|------|------|-------------|
| J.R.S. SURVIVING, INC. | | | |
| PO BOX 2028-2476 HAIR | | | |
| BONNERS FERRY, ID. 83206 | | | |
| (202) 369-8800 | | | |
| RECORDED BY <u>STEPHEN A. GLAVIN</u> | | | |
| FILED IN | BOOK | PAGE | DATE |
| 111 | 7 | 30 | APR 15 1925 |

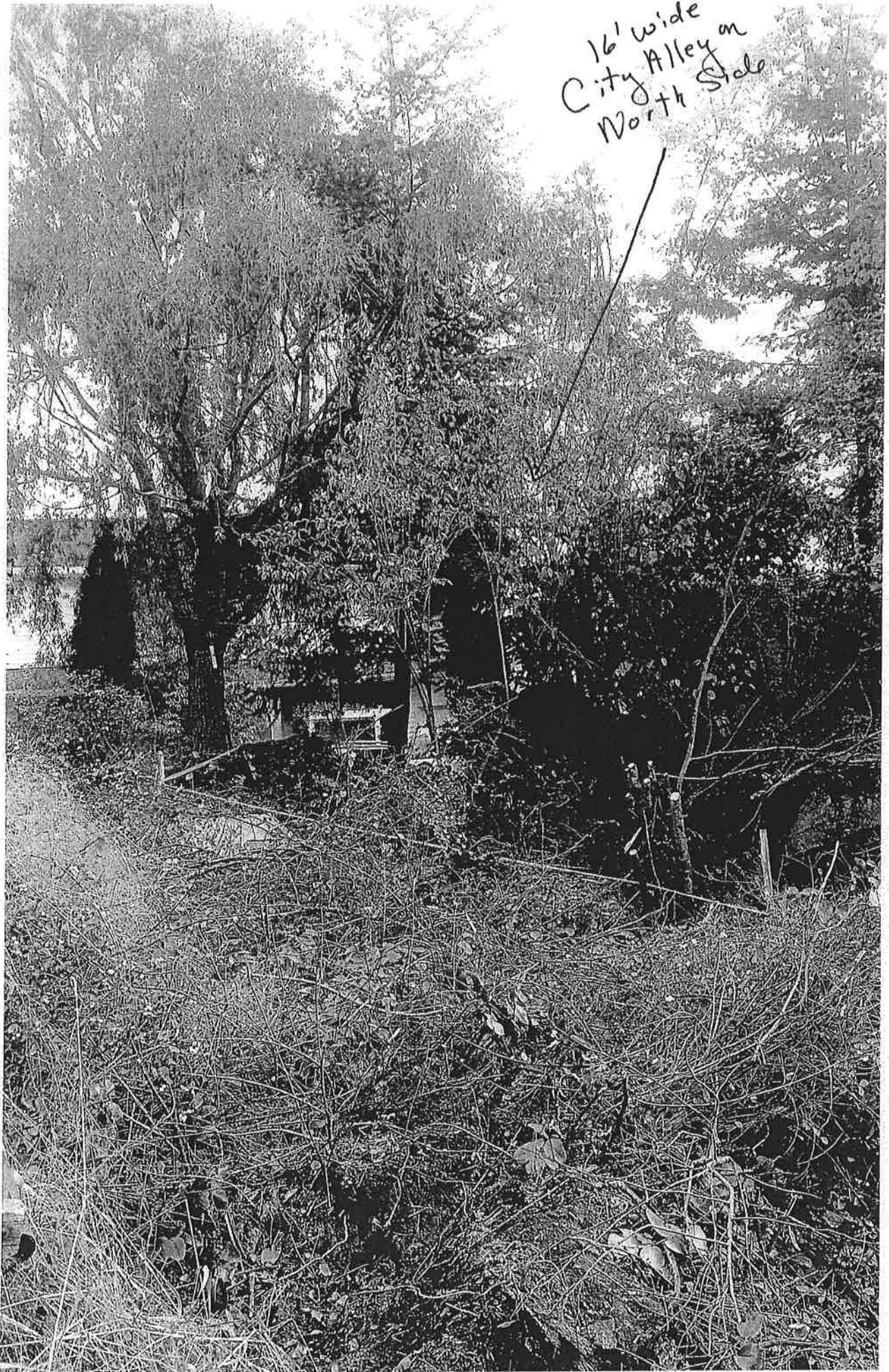


End
of 16'
wide
Non-Existing
Alley
on
South
End



This is
the 30'
wide
Narrow
Existing
Road

16' wide
City Alley on
North Side





North Side of
Alta Vista
Circuit



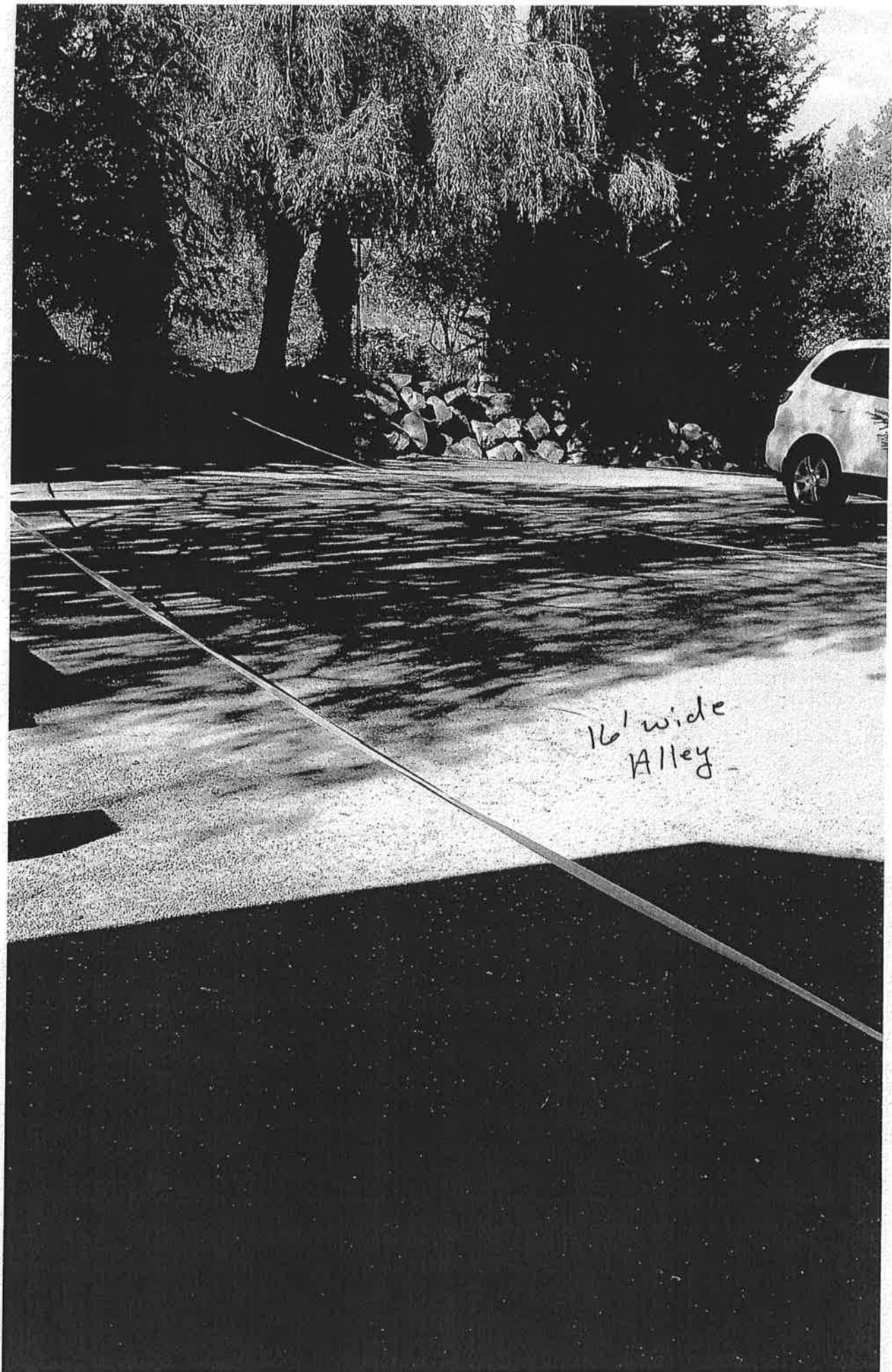
End of
16'
Alley
on
North
Side



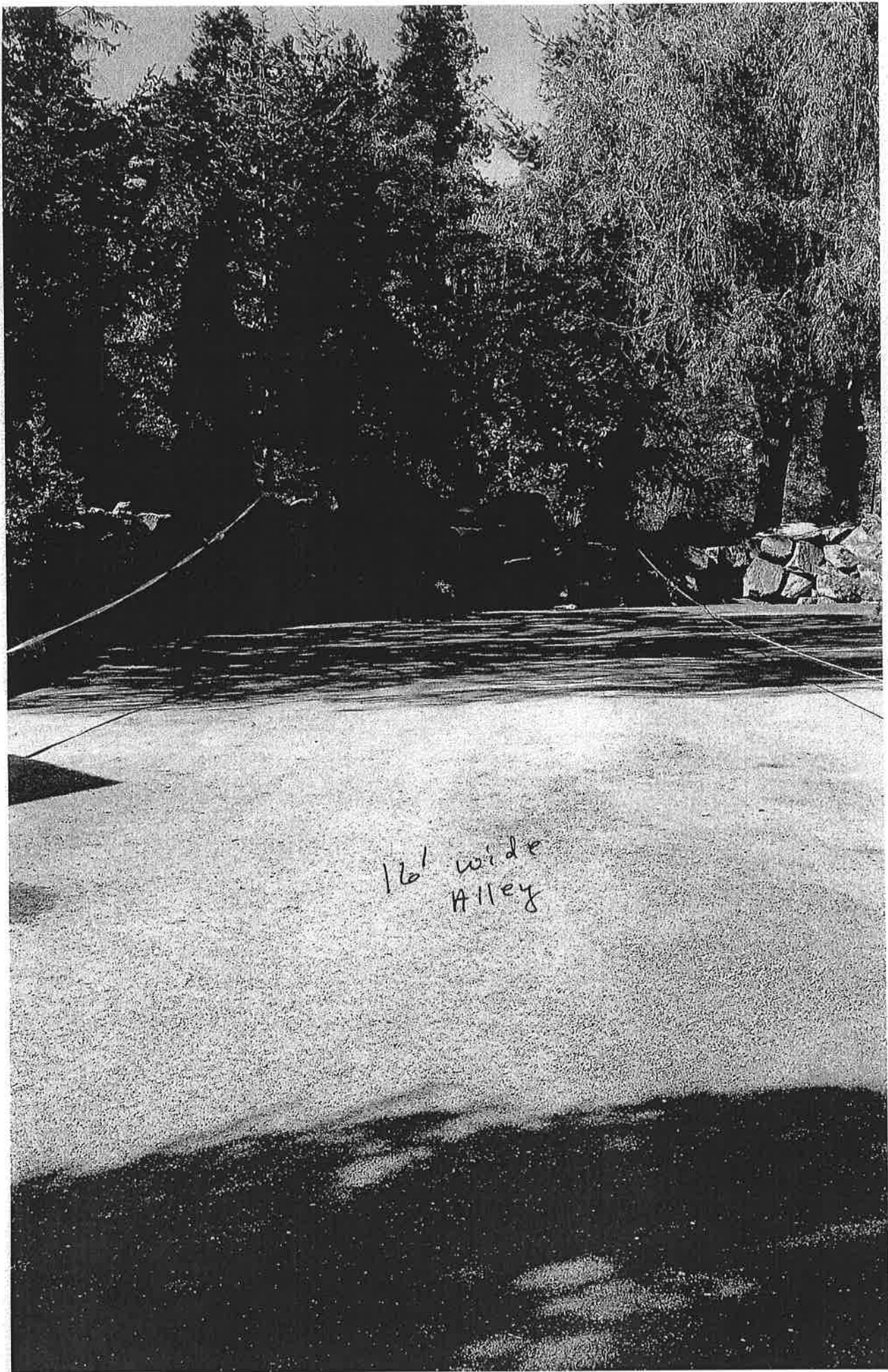
Top of
the
30' wide
Non-Existing
Road

30' wide
Non-Existing Road on
top of hill

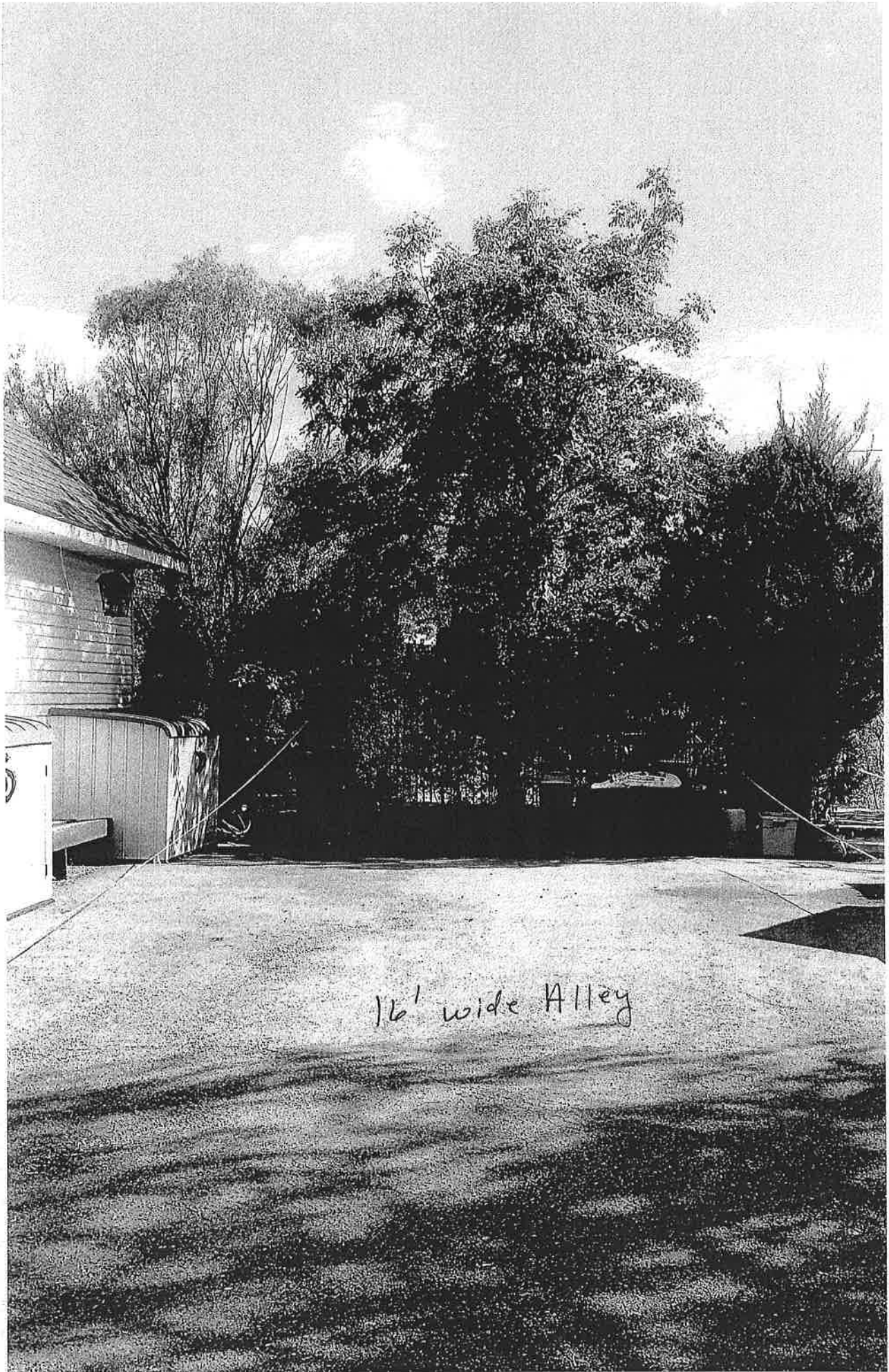




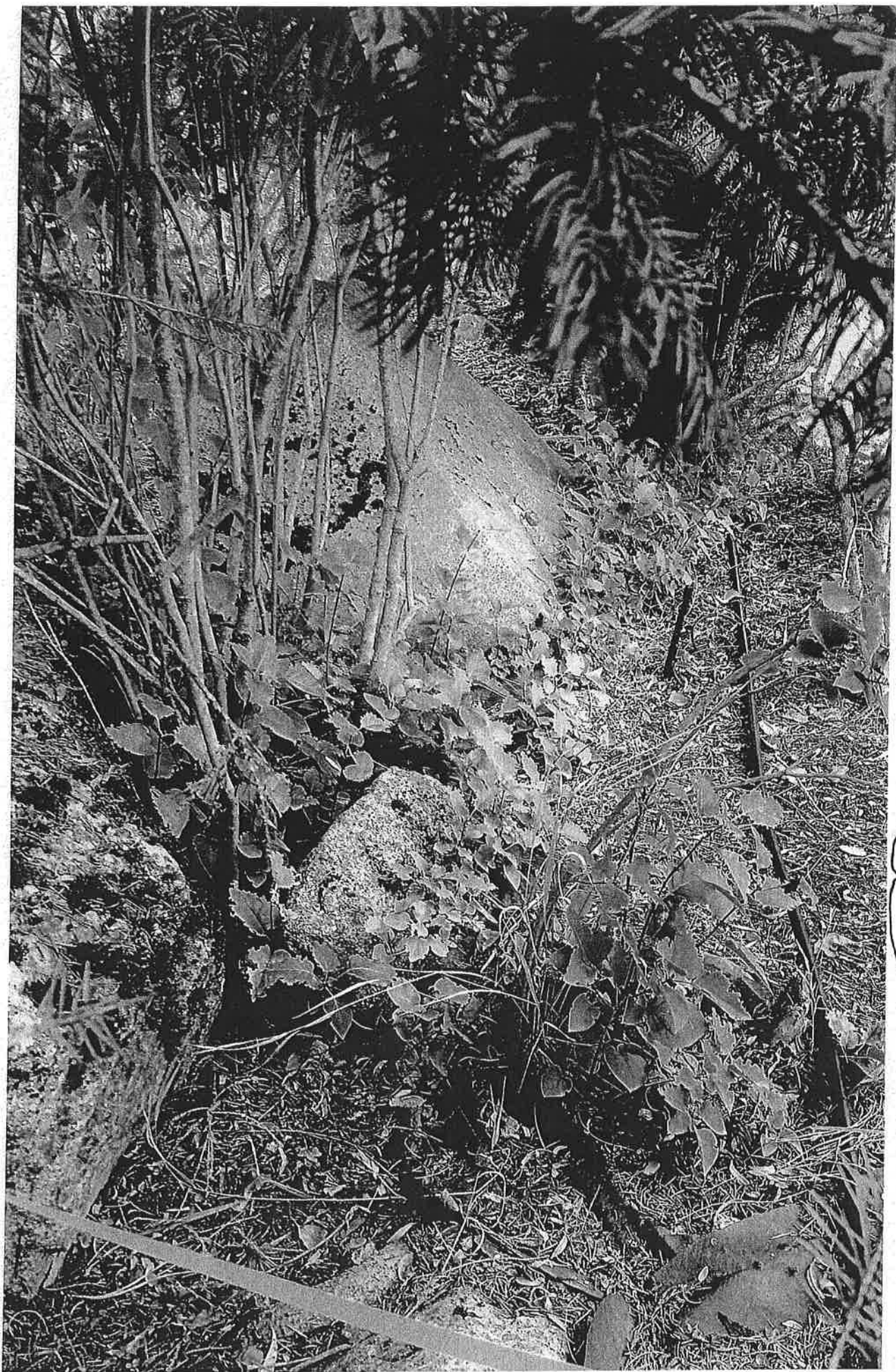
16' wide
Alley



16' wide
Alley



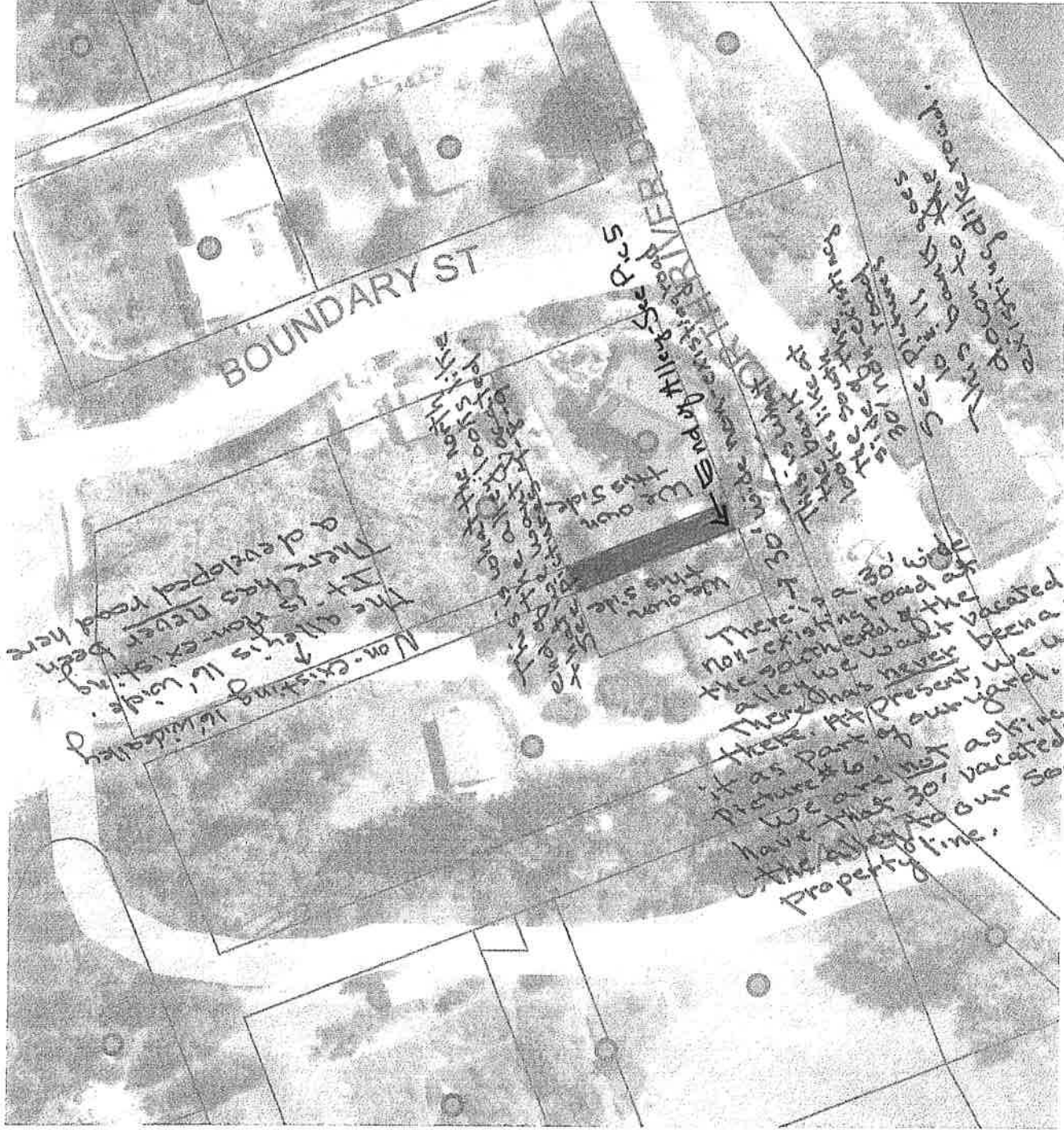
16' wide Alley





The area in pink is the piece of the alley we are asking to have vacated. We have been using this 16' wide alley as part of our driveway for the past 15 years.

See pictures 1-2-3 & 4
We own the Property on both sides of that alley's need that road to get backed out of our garage.
The South end of that alley ends in our patio See pictures 5 & 6



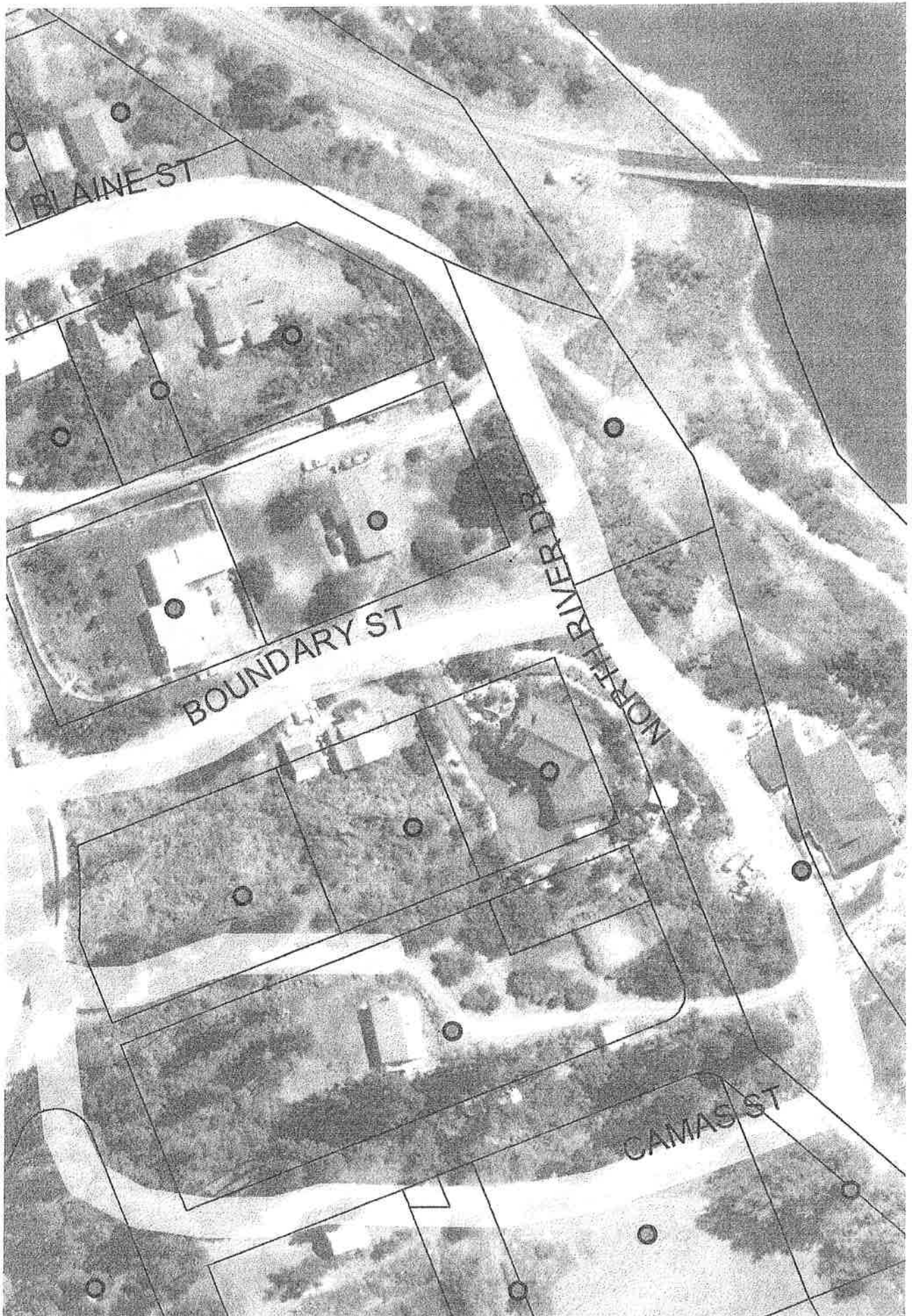
Non-existing sidewalk of the alley is 16' wide. It is non-existing & developed road here. There has never been a developed road here.

We own this side of the alley. We own this side of the alley. We own this side of the alley.

We own this side of the alley. We own this side of the alley. We own this side of the alley.

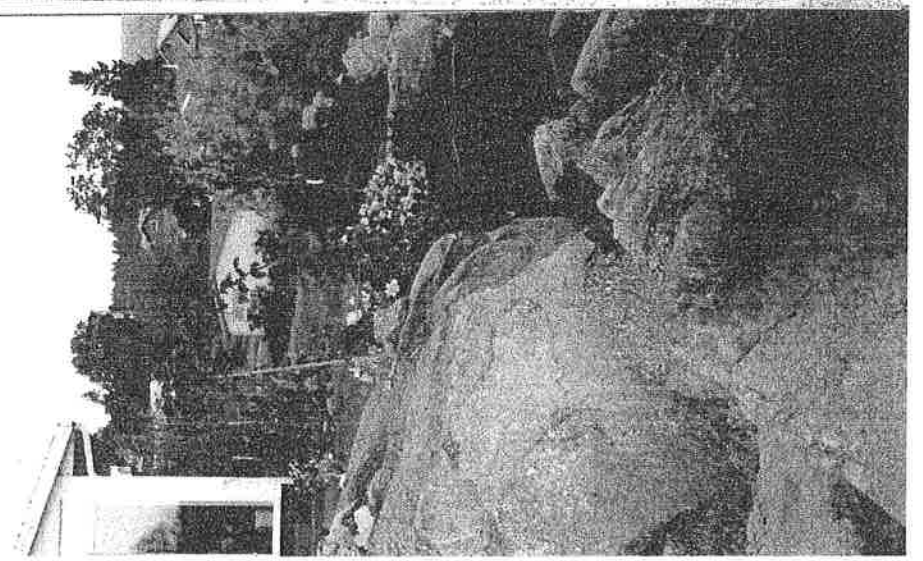
There is a 30' wide non-existing road at the south end of the alley we want vacated. There has never been a road there. At present, we use it as part of our yard. We are not asking to vacate the alley, only the 30' vacated. See picture 6. We are not asking to vacate the alley, only the 30' vacated. See picture 6.

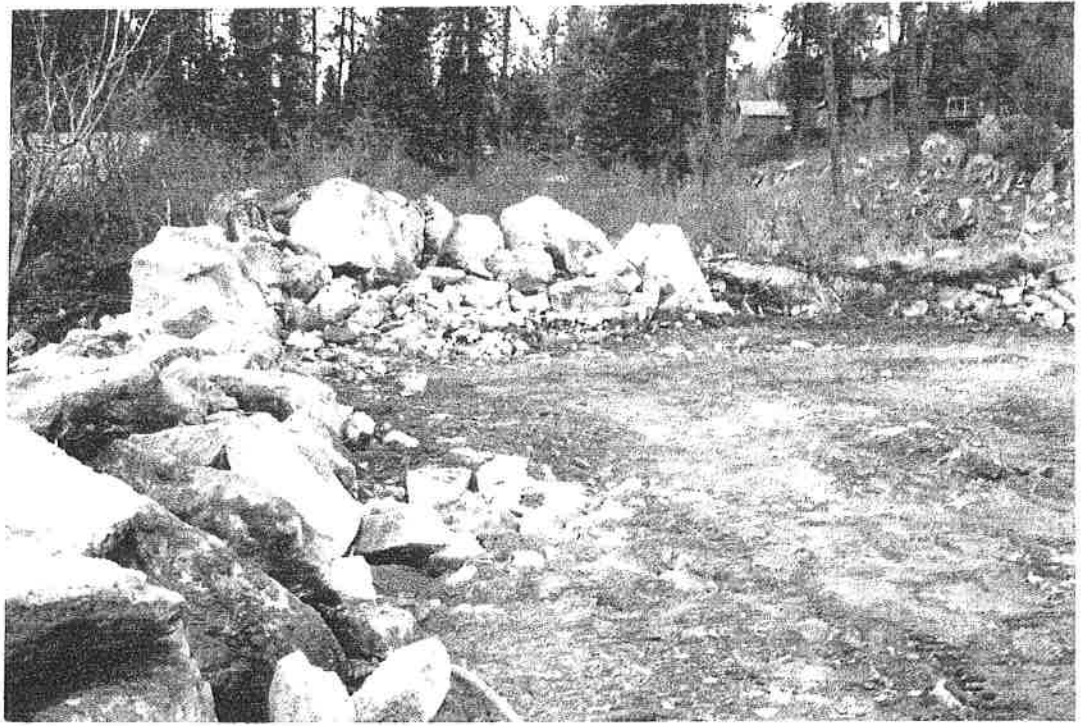
See pictures 1-2-3 & 4
We own the Property on both sides of that alley's need that road to get backed out of our garage.
The South end of that alley ends in our patio See pictures 5 & 6





Looking toward
the river -
South end
of alley





Looking
toward the
north end
of alley



8 2 2 1 6

COMPARED

WARRANTY DEED

THIS INDENTURE, Made this 2nd day of December, 1960, between Leona Hall Greenwood and Otto Greenwood (wife and husband), of Sandpoint, County of Bonner, State of Idaho the parties of the first part, and Leslie E. Frans and Elva S. Frans, husband and wife, of Napoleon, County of Boundary, State of Idaho the party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One dollar (1.00) and other valuable consideration ----- DOLLARS, lawful money of the United States of America,

to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following described real estate, situated in Bonners Ferry, Boundary, State of Idaho, to-wit:

Lots 17, 18, 19, 20, 21, 22, 23, 24, and that part of lot 25 not previously deeded to the Spokane International Railroad Company in that certain deed appearing as instrument No. 20773 of records, all in Block 16 as in records now recorded at the Courthouse of Boundary County, Idaho and lots 1 to 17 inclusive Block 17, North of the river, Bonners Ferry, Idaho.

(\$4.40 revenue stamps attached and duly cancelled)

TOGETHER, With all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, the reversions and reversions, remainder and remainders, rents, issues and profits thereof; and all estate, right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, together with the appurtenances, unto the party of the second part, and to his heirs and assigns forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Presence of Leona Hall Greenwood [SEAL] Otto Greenwood [SEAL]

STATE OF IDAHO, County of Boundary ss.

On this 4th day of December, 1960, before me Estelle Jacobson, a Notary Public in and for said State, personally appeared Otto & Leona Greenwood

known to me to be the persons whose names they executed the same, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

Estelle Jacobson Notary Public for the State of Idaho, Residing at ---, Idaho.

(Notarial Seal)

STATE OF IDAHO, County of Boundary, ss.

I hereby certify that this instrument was filed for record at the request of Boundary Abst. Co. at 5 minutes past 11:00 o'clock A.M., this 10 day of Oct., A.D. 1960, in my office, and duly recorded in Book 34 of Deeds at page 125.

Marian Masonbrink Ex-Officio Recorder.

By D. M. Plumlee, Deputy.

BOUNDARY COUNTY, IDAHO

described property, to-wit:
Lots 17, 18, 19, 20, 21, 22, 23, 24 and that
part of Lot 25 not previously deeded to the
Spokane International Railroad Company in that
certain deed appearing as Instrument #20773 of
records, all in Block 16 as in records now record-
ed at the Courthouse of Boundary County, Idaho,
and Lots 1 to 17 inclusive, Block 17, North of
the River, Bonners Ferry, Idaho.

Together with the tenements, hereditaments, and appurtenances whatsoever thereunto
belonging or in anywise appertaining.

TO HAVE AND TO HOLD, All and singular the above mentioned and described premises, to-
gether with the appurtenances unto the said party of the second part, his heirs and assigns
forever.

IN WITNESS WHEREOF, The said party of the first part, guardian as aforesaid, has here-
unto set her hand and seal, the day and year first above written.

Leona V. Jacobson

STATE OF IDAHO,)
)ss.
County of Bonner,)

On this 21st day of December, 1951, before me, Raymond T. Greene, Jr., a Notary Public
in and for said county and state, personally appeared LEONA V. JACOBSON, known to me to be
the person whose name is subscribed to the within instrument and acknowledged to me that
she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day
and year first above written.

Raymond T. Greene, Jr.
Notary Public in and for the State
of Idaho, residing at Sandpoint.
Commission expires: 1-20-52.

(Notarial Seal)

STATE OF IDAHO)
)SS
County of Boundary)

Filed for record at the request of Boundary Abst. Co. on the 10 day of Oct. 1960 at
11:10 o'clock A.M., and recorded in Book 33 of Deeds on page 3.

Marian Mesenbrink, County Recorder
By D. M. Plumlee, Deputy

Fee \$1.75

~~COMPANER~~

8 2 2 1 8

QUIT CLAIM DEED

THIS INDENTURE, Made the 8th day of March in the year of our Lord one thousand nine hundred
and sixty between CARL R. TIFFT and LUCY L. TIFFT, husband and wife of Sandpoint, County
of Bonner, State of Idaho parties of the first part, and ELVA S. FRANS of Bonners Ferry,
County of Boundary, State of Idaho, party of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the
sum of Ten and no/100ths- - - -DOLLARS lawful money of the United States of America, to
them in hand paid by the said party of the second part, the receipt whereof is hereby ack-
nowledged, do by these presents, demise, release, and forever quit-claim unto the said
party of the second part, to her heirs and assigns all the certain lot piece or parcel of
land, situated in the said -- County of Boundary, State of Idaho, and bounded and part-
icularly described as follows, to-wit:

WARRANTY DEEDS

Lots Seventeen (17), Eighteen (18), Nineteen (19), Twenty (20), Twenty-one (21), Twenty-two (22), Twenty-three (23), Twenty-four (24), and that part of lot Twenty-five (25) not previously deeded to the Spokane International Railway Company in that certain deed appearing as Instrument No. 20773 of records, all in Block Sixteen (16) as in records now recorded at the Courthouse of Boundary County, Idaho; Lots One (1) to Seventeen (17) inclusive, Block Seventeen (17), North of the River, in Bonners Ferry, Idaho

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof.

TO HAVE AND TO HOLD, All and singular the said premises together with the appurtenances unto the said party of the second part, and to her heirs and assigns forever.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of } Carl R. Tifft (SEAL)
} Lucy L. Tifft (SEAL)

STATE OF IDAHO, }
} ss.
County of Bonnor }

On this 8th day of March, in the year 1960, before me the undersigned a Notary Public in and for the said County and State personally appeared Carl R. Tifft and Lucy L. Tifft, Husband and Wife known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Richard Barker
Notary Public in and for the State of Idaho
Residing at Sandpoint, Idaho.
My commission expires 5-1-63

(Notarial Seal)

STATE OF IDAHO }
} ss.
County of Boundary }

I hereby certify that this instrument was filed for record at request of Boundary Abst. Co. at 20 minutes past 11:00 o'clock A.M., this 10 day of Oct. A.D., 1960 in my office and duly recorded in Book 33 of Deeds at Page 4.

Marian Meisenbrink, Ex-officio Recorder
By D. M. Plumlee, Deputy

Fees \$1.50

COMPARED

8 2 2 4 9

WARRANTY DEED

THIS INDENTURE, Made this 6th day of October, 1960, between LINDSAY-HELMER HARDWARE CO., a partnership, of Bonners Ferry, County of Boundary, State of Idaho, the party of the first part, and H. BOYD LINDSAY of Bonners Ferry, County of Boundary, State of Idaho, the party of the second part.

WITNESSETH: That the said party of the first part for and in consideration of the sum of One and no/100 (\$1.00) Dollar lawful money of the United States of America, to them in

BH 2010280
①

248519

STATE OF IDAHO }
County of Boundary } SS.
Filed by: Boundary Abstract
on 11-24-10 at 1:18
Glenda Poston
County Recorder J. Isaac
By Deputy
Fee \$ 10.00 Chg.
Mail to BA

PERSONAL REPRESENTATIVE'S DEED

THIS DEED, made by GLENDA McCALMANT, Personal Representative of the Estate of ELVA S. DOUGLAS, Deceased, Grantor, to STEPHEN E. GALBRAITH and DEANNA S. GALBRAITH, husband and wife, as community property with rights of survivorship, Grantee, whose address is 6528 N. River Drive, Bonners Ferry, ID 83805.

WHEREAS, Grantor is the qualified Personal Representative of said estate, filed as Case Number CV-2010-66 in Boundary County, Idaho; and

WHEREAS, Grantee is entitled to distribution of the hereinafter described real property;

THEREFORE, for valuable consideration received, Grantor quit claims, transfers, grants, bargains, sells and conveys to Grantee the following described real property in Boundary County, Idaho:

Lots 1 through 12 LESS the East 40 feet of Lots 1, 2 and 3, all in Block 17 of the amended Plat of Bonners Ferry, as shown by the plat recorded in Book 1 of Plats, Page 67, on file with the Boundary County Idaho recorder.

TOGETHER with all appurtenances.

TOGETHER with all after acquired interests.

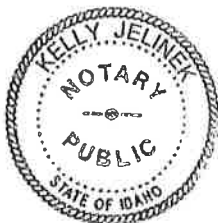
SUBJECT TO such rights, easements, covenants, restrictions, and zoning regulations as appear of record or by use upon the premises.

EXECUTED this 23rd day of November, 2010.

Glenda McCalmant
GLENDA McCALMANT, Personal
Representative of the Estate of ELVA S.
DOUGLAS,

STATE OF IDAHO)
County of Boundary)

On this 23rd day of November, 2010, before me, the undersigned Notary Public, personally appeared GLENDA McCALMANT, known or identified to me to be the Personal Representative of the Estate of ELVA S. DOUGLAS, Deceased, and known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as said Personal Representative of said estates.



Kelly Jelinek
Notary Public for Idaho
Residing at NAPLES
Commission Expires: 10/22/2013

WARRANTY DEED

For Value Received **Elva S. Douglas, a widow, formerly known as Elva S. Frans**

Hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto

Robert C. Case and Linda L. Case, husband and wife

whose address is: **P.O. Box 839, Bonners Ferry, ID 83805**

Hereinafter called the Grantee, the following described premises situated in **Boundary County, Idaho**, to-wit:

The Northeasterly 40 feet of Lots 1, 2 and 3, Block 17, Amended Plat of Bonners Ferry according to the plat thereof recorded in Book 1 of Plats, Page 67 with the Boundary County, Idaho recorder.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances unto the said Grantee and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U. S. Patent reservations, restrictions, easements of record, and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

Dated: March 16, 2005

Elva S. Douglas
Elva S. Douglas

Elva S. Frans
Elva S. Frans

STATE OF Idaho

)ss.

COUNTY OF BOUNDARY

On this 17th day of March, 2005, before me the undersigned notary public, personally appeared Elva S. Douglas, a widow, formerly known as Elva S. Frans, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Stacey Frederickson
Notary Public of Idaho
Residing at: Boundary County, Idaho
Commission Expires: 03/15/15



From Linda Case

RECEIVED

MAR 14 2017

Letter in Support of Petition for Vacation

CITY OF BONNERS FERRY

1. If the vacation of this property is approved, 6970 ft. will go back on the tax rolls for as assessed value of \$13,480.00 in taxable value. The taxes the Case's would pay total approximately \$200.74 annually. See page #1a and 1b done by administrative staff at the Boundary County Courthouse and initialed by the appraiser and treasurer's staff.

In addition, our gazebo and pergola (patio) is on a portion of this property and we have paid approximately \$118.00 annually in taxes for these for about the last 15 years. They are assessed at \$7920.00.

2. If the vacation of this property is approved, we can retain the use of our driveway and will be able to do scheduled asphalt maintenance on the alley portion. The City was aware we were asphaltting this area when it was originally done. The value of our property is assessed higher because of this driveway. See page #2.
3. If the city allows any kind of roadway to be built on these parcels in question, it would likely cause much damage to our home, both physical damage and a substantial lowering of assessed value. It would be a financial loss to us as well as to the City. See picture #3 – Blasting which Steve Galbraith was overseeing.
4. This parcel we are asking to have vacated has been our yard and driveway for the past 15 years. We have easily spent approximately \$30,000 or more, not counting our time, into landscaping and making this hilltop beautiful and useful – placement of rock walls, shrubbery, trees, flowers, etc. Before we arrived in Bonners Ferry from Boston, Steve Galbraith was overseeing the blasting contracted by Clint Kimball. If we had not done this landscaping, this City portion would have looked like picture #4. If we would have not done the landscaping, our taxes would not be almost \$2,000.00 a year to the City. (4A & 4B)

In addition, whereas this parcel was not useful before, we have now turned it into a place of beauty and safety, which is a benefit to the community. Many citizens of this area now enjoy our yard. We have held weddings, birthday celebrations, retirement parties and Bonners Ferry class reunions in this area. It is now safe to use because of our landscaping and the steep embankments have been made so danger of falling is minimal. See page #5. (5a & 5b)

5. The Galbraith's do not need to use this alleyway or property for power access and phone lines to their property. DSL is already going into that property from the North and power could be much more easily accessed from the following.
 - a. Along the west edge of the 40' of the Case's property. That area is flat vs. a rocky alley.
 - b. Along the north/south edge of Camas St. The platted street on the existing area or –
 - c. From the north up by the Chinook Street area, the same way the existing DSL lines come in.

For the City to develop this alley just for the benefit of the Galbraith's is not financially justifiable to the public. See page 6.

Mayor Sims stated he met with Steve Galbraith discussing issues near our home and the city boat dock a couple of times. He also stated that the City Attorney he was consulting with at that time, Attorney Andrakay Fluid, told him it was okay for him to make statements at the December 20, 2016 City Council meeting regarding this vacation. We feel uneasy about this as Attorney Fluid had previously represented Steve and DeAnna Galbraith. See page #7. We were not privy to any of these meetings.

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
tbombers
Parent Parcel Number

Property Address

Neighborhood
1100 Bonners Ferry

Property Class
520 - Resid lots/tracts in city

TAXING DISTRICT INFORMATION
Jurisdiction 11

Area 001
District 001000

OWNERSHIP

TRANSFER OF OWNERSHIP
Date

Printed 03/08/2017 Card No. 1 of 1

Page # 1

RESIDENTIAL

VALUATION RECORD

Assessment Year Worksheet
Reason for Change

| | | |
|--------------|---|-------|
| VALUATION | I | 13480 |
| Market Value | B | 0 |
| | T | 13480 |

LAND DATA AND CALCULATIONS

| Rating | Measured | Table | Prod. Factor | Base | Adjusted | Extended | Influence | Value |
|----------------|----------|-------|---------------------|------|----------|----------|-----------|-------|
| Soil ID | Acres | Depth | -or- Square Feet | Rate | Rate | Value | Factor | |
| 1 | 6970.00 | | | 2.58 | 2.58 | 17970 | 0.7 -25% | 13480 |
| 1 Market Value | | | | | | | | |

tax approximately \$200.74 annually

Supplemental Cards
MEASURED ACRES

0.1600

Supplemental Cards
TRUE TAX VALUE

13480

3-8-17

Supplemental Cards
TOTAL LAND VALUE

13480

1-A



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

$6990 \text{ Ft}^2 = 0.16 \text{ Acre}$

PO BOX 57
BONNERS FERRY, ID 83805

ASSESSMENT NOTICE

PARCEL DESCRIPTION:
E 40' OF LOTS 1, 2 & 3 & LOTS
22, 23 & 24
BLK 17
BONNERS FERRY
SEC 27 T62N R1E

For any questions, please notify
the Assessor's office immediately.
Assessor's telephone#: (208) 267-3301

PARCEL ADDRESS:
7306 BOUNDARY ST 83805

CASE ROBERT C
& CASE LINDA L
PO BOX 239
BONNERS FERRY ID 83805

Appeals of your property value must
be filed in writing on a form provided
by the County, by:

JUNE 27, 2016

Tax Code Area: 1-0000

Parcel Number:

RPB0120017024B A

ASSESSED VALUE OF YOUR PROPERTY

| CATEGORY AND DESCRIPTION | LOTS/ACRES | LAST YEAR'S VALUE | CURRENT YEAR'S VALUE |
|---|------------|-------------------|----------------------|
| 20 CITY RESIDENT LOTS | .367 AC | 29,920 | 29,920 |
| 30 NON RES BLDG | | 7,590 | 7,920 |
| 41 RESIDENTIAL BLDG | | 176,520 | 182,870 |
| <p><i>We are assessed \$118,000 per yr on our gazebo & pergola. The treasurer's office stated to us that this amounts to about \$118,000 in tax dollars to the city per year.</i></p> | | | |
| SUBTOTAL: | .367 | 214,030 | 220,710 |
| LESS HOMEOWNERS EXEMPTION: | | 89,580 | 94,745 |
| NET TAXABLE PROPERTY VALUE: | | 124,450 | 125,965 |

TAXING DISTRICT INFORMATION

| TAXING DISTRICTS | PHONE NUMBER | DATE OF PUBLIC BUDGET HEARING |
|------------------|--------------|-------------------------------|
| COUNTY | 267-2242 | 09/06/2016 |
| BONNERS FERRY | 267-3105 | 09/06/2016 |
| SCHOOL TORT | 267-3146 | 06/13/2016 |
| SCHOOL BOND | 267-3146 | 06/13/2016 |
| SCHOOL SUPP. | 267-3146 | 06/13/2016 |
| SCHOOL EMERG. | 267-3146 | 06/13/2016 |
| ROAD & BRIDGE | | Not Required |
| LIBRARY DIST. | 267-3750 | 09/01/2016 |
| MOSQUITO ABATM | | Not Required |
| AMBULANCE | 267-2242 | 09/06/2016 |

THIS IS NOT A BILL. DO NOT PAY.

To get an estimate of
your property tax, use
the Tax Estimator at
tax.idaho.gov

COPY

2

07-05



CITY OF BONNERS FERRY

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

PUBLIC ROAD ACCESS PERMIT

You need an access permit if you are constructing a new entrance onto a city street or alley. You may also need an access permit if you reconstruct an existing entrance.

APPLICANT: APAX

APPLICANT SIGNATURE: [Signature] JONAH GORMAN

PHYSICAL ADDRESS: 7306 Boundary

DAYTIME PHONE NUMBER: 406-755-2739

WORK DESCRIPTION: (describe the work you are going to perform. Provide a sketch on the back of this application showing dimensions of driveway, dimensioned location on the lot, surfacing to be used, name of the street your entering onto, if you're on a corner lot provide the name of both streets, if you're installing a culvert provide the diameter, pipe material and length. Indicate the minimum backfill cover over the culvert. Place stakes on the ground where the entrance will be located.)

ASPHALT Paving

CITY CONDITIONS:

- MAINTAIN PROPER DRAINAGE IN CONDUCTING ASPHALT WORK

CITY VALIDATION:

BY Michael B. Klouk
TITLE CITY ENGINEER
DATE 6-15-07

#11

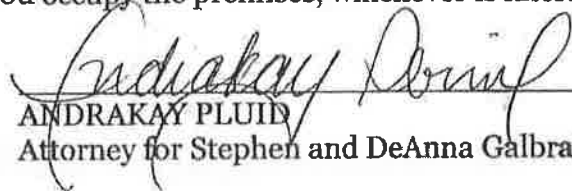
ANDRAKAY FLUID
Attorney at Law

**TERMINATION OF TENANCY
THIRTY DAY NOTICE**

TO: LANCE GALBRAITH
And all other occupants, guests and/or subtenants
AT: 7310 Arapaho Alley
Bonners Ferry, ID 83805

YOU ARE HEREBY NOTIFIED that your month-to-month tenancy of the premises listed above is terminated. This is your thirty (30) day written notice to vacate the premises. You and all of your property must be removed from the premises on or before August 22nd, 2014. If you fail to vacate the premises, an unlawful detainer action will be filed to evict you. If an unlawful detainer action is filed, the prevailing party is entitled to an award of all attorney fees and court costs incurred, pursuant to Idaho Code Section 6-324. Your rent is still due pursuant to the terms of your lease through the above date or the last day you occupy the premises, whichever is later.

DATE: July 23, 2014


ANDRAKAY FLUID
Attorney for Stephen and DeAnna Galbraith

PROOF OF SERVICE

I, the undersigned, being at least 18 years of age, declare under penalty of perjury that I served this Notice, of which this is a true copy, on the above-mentioned tenant in possession in the same manner(s) indicated below:

- I handed a copy of this Notice to the Tenant personally.
- I personally delivered a copy of this Notice to a person of suitable age and discretion at Tenant's residence/place of business and mailed a copy to Tenant at his place of residence.
- I posted a copy of this Notice in a conspicuous place on the property and mailed a copy to Tenant at his place of residence.

Executed on _____, 2014 at _____, Idaho.

Signature of Servant

Servant (Printed Name)

had reportedly suffered severe injuries. While at the hospital, the female victim advised Sheriff's Deputies that her husband had shot another man during the altercation. Responding to the scene, deputies discovered the victim of the shooting along the roadway leading to

various batteries, one about 4 miles from the center of animal activity. He was placed in jail following his release from the hospital. According to BCSD, the incident is still under investigation.

Despite some times from Idaho Falls in Montana on Monday to increase power produced at plants in the region as the federal power agency faces a number of power supply and economic chal-

lenges, according to the U.S. Army Corps of Engineers. The Corps increased flows from 4,000 to 9,000 cubic feet per second into Montana and on Tuesday, took that up to 10,000 cfs.

flows are normally 4,000 cfs. There is not enough water, unless something changes in a big way. **See CORPS/44**

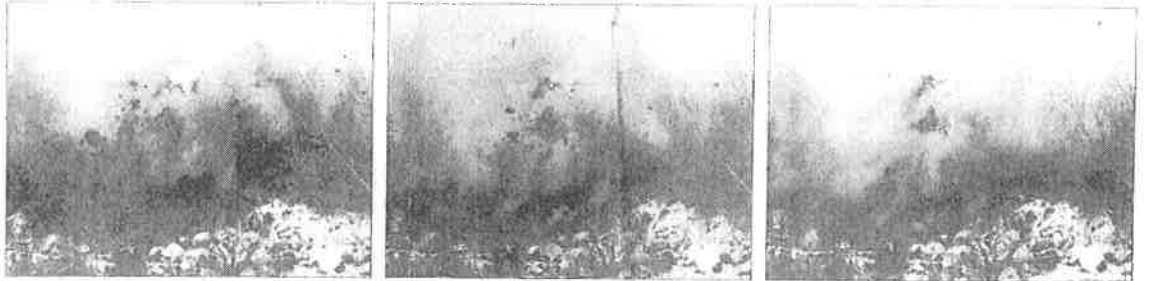
A series of big bangs

43



This past week a little demolition was needed to get some rocks moved on the North Side. The Clint Kimball Company tackled the problem as part of a construction project just off of Boundary Street, near the city boat launch. This photographic series progresses from left to right on the top row and then left to right on the bottom row. The rock formation near the worker in the first photo is the center point of the remaining photos.

Photos by G. Tom Arroyo



This Weekend's Weather

Saturday



Sunny but cloudy

34°/18°

Sunday



Plenty of clouds and cold

34°/18°

Inside

Section A

- BUS DIRECTORY 6 & 9
- CALENDAR 7
- REAL ESTATE 10 & 11
- CLASSIFIEDS 10-12
- SHERIFF'S LOG 3

Section B

- SPORTS 1, 2 & 3
- TV LISTINGS LIGHTERSIDE
- WEATHER 4
- PUZZLES LIGHTERSIDE
- SPORTS CALENDAR 1

Contacting the Times

Phone

Telephone
(208) 267-7004
Fax
(208) 267-2762
E-Mail
kvtimes@dmn.net

Address

Mailing Address
P.O. Box G, Bonners Ferry,
Idaho 83805
Office Address
6369 Banner Avenue,
Bonners Ferry, Idaho

From Robert Case

RECEIVED

MAR 14 2017

Letter in Support of Petition for Vacation

CITY OF SOMMERS FERRY

City Councilman Rick Alonzo stated that no one had used the 16' platted alleyway in question for 126 years and, other than the taxes, he does not see what the advantages are to the City for vacating it and what would the Case's gain by having it vacated.

We are asking to have this 16' wide alleyway and the 30' platted N. River Rd that our backyard is in vacated.

I am a veteran (Navy) and almost 81 years old. My wife, Linda Case, is almost 70. I've worked for law enforcement and Homeland Security for almost 50 years. I feel I have put my time in working for the public good and it has been my privilege to do so. We have lived in this spot for over 15 years.

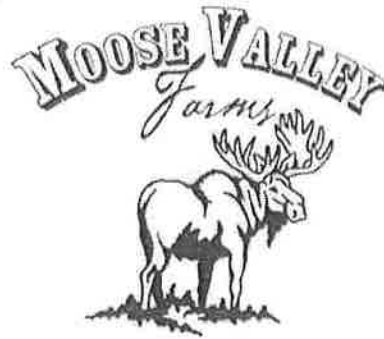
I feel we have the right, at our ages, to the peaceful, uninterrupted, quiet enjoyment of our home and property from interferences by hostile neighbors, Steve and DeAnna Galbraith. For about the past 10 years we have been subjected to harassment, intimidation, and bullying, mainly to my wife while I was at work, from the Galbraith's. Regardless what the Galbraith's say, this seems to be a control and personal issue between my wife and her brother; not a land use dispute.

- a. They run their heavy equipment with excessive noise frequently.
- b. Start fires that burn for several days making it hard to breathe and making it necessary for us to shut doors and windows we would normally use for ventilation. At times, we have to leave our house because of smoke.
- c. They complain about tree limbs in their power line, which runs across our property. The tree limbs have never reached the lines as I keep them trimmed.
- d. They are always in the bushes marking City property and what they believe is theirs, with pink tape in numerous places around our home.
- e. They burned foliage on city land close to our home, which my wife had kept watered and groomed just 2 days before our house was in the Garden Tour (see picture #1).
- f. They just recently moved their lawn chairs and big telescope up onto our patio, which is indeed in the area we are asking to have vacated, very close to the windows in our home. This is weird and foretells of problems to come. This very much feels and fits the definition of stalking - a felony. - See picture #3
- g. They sprayed red paint across our patio concrete, which by the way, Steve Galbraith helped pour (see picture #2). It appears to me Steve Galbraith gets very destructive when not getting his own way.

I expect that the City take reasonable efforts to ensure that the harassment, intimidation, and bullying, which has been continual and substantial, is stopped by the Galbraith's. If this continues, severe emotional and physical distress, which could possibly result in our bodily harm, could manifest. They have been acting in a manner that endangers our health, safety, welfare, and comfort.

The 2010 Garden Tour

Sponsored by:



- 7 Stunning gardens have been graciously opened up for touring! Please respect their gardens & residences since they are generously sharing them with us! (i.e., don't pick the flowers & don't swim in their ponds!!!!!!)
- Please, no strollers or pets!
- Garden # 2, Jerry & Marie DePue's, have a restroom located at their place. Also, they have generously offered to allow their guests to pack a lunch and eat lunch at their residence.
- Take advantage of the complimentary water located at each stop to refresh & quench your thirst while touring!
- Tour at your leisure, there is no particular order! The residences are accepting visitors from 10 a.m. to 4 p.m.
- Have fun and let us know if you would like to be one of the gardens showcased in the 2011 tour!!

Moose Valley Farms
Highway 95, Milepost 495.5, * 138 Latigo Lane * Naples, Idaho
(208) 267-5108 moosevalleyfarms@nidaho.net

2010 Garden Tour Driving Directions

- 1. The Barton Residence 1762 West Elmira Road (Elmira)**

Traveling south on Highway 95, turn right (west) on West Elmira Road. Go approximately ½ mile and turn right at the bank of mailboxes. Stay on main road until it dead ends at the Barton residence, 1.7 miles from Highway 95.
- 2. The DePue Residence 2761 Highland Flats Road (Naples)**

Turn west off of Highway 95 onto Deep Creek Loop Road. Turn left at the Idaho Granite Works sign onto Highland Flats Road. Travel across train tracks, up the hill and through the 4 corners junction. The DePue residence will be on the left.
- 3. The Warwick Residence 119 Broken Spoke Court (Naples)**

Traveling north on Highway 95 toward Bonners Ferry, ½ mile past mile marker 503, turn right onto wagon wheel road. Follow road up a switchback for 2 miles, and turn left at the top of the hill onto Broken Spoke Court. Look to your right, see fenced in area, old car planted, and a Greek goddess to greet you. Turn right into the first driveway, "Paradise estates".
- 4. The McKenney Residence 6422 Baxter Street (Bonners Ferry)**

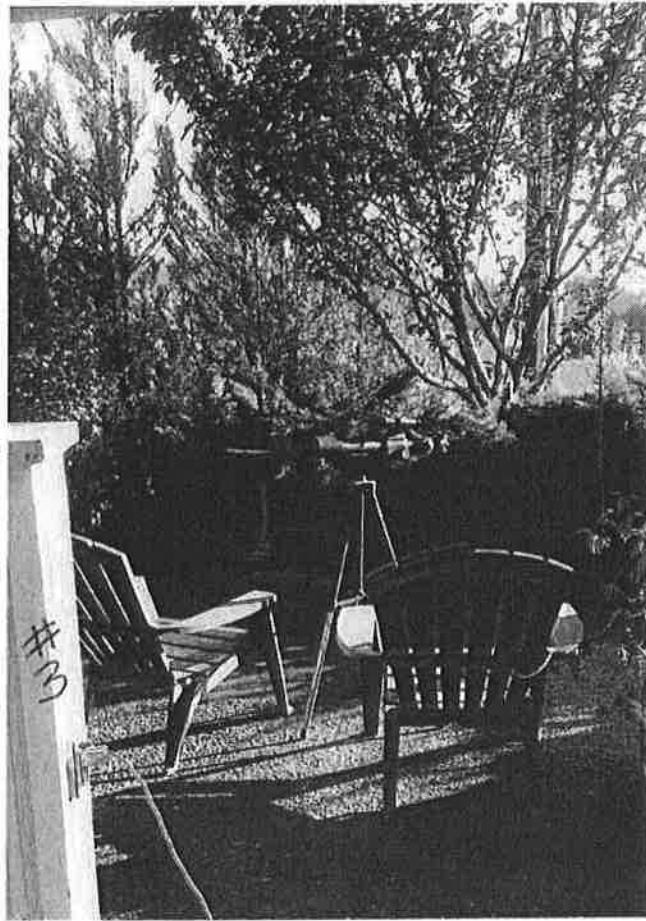
Traveling north on Highway 95 in Bonners Ferry you will come to a 90 degree turn to the left on the south hill, watch for Madison Street, which crosses the highway left and right. Turn right (east) onto Madison Street, go uphill and take a left on Baxter Street.
- 5. The Duarte Residence 1132 Riverside (Bonners Ferry)**

Traveling north on Highway 95, take a left on Riverside, (immediately before the Kootenai River Bridge, which travels in front of City Hall). Proceed west on Riverside for 1.132 miles to the Duarte Residence on the left.
- 6. The Case Residence 7306 Boundary Street (Bonners Ferry)**

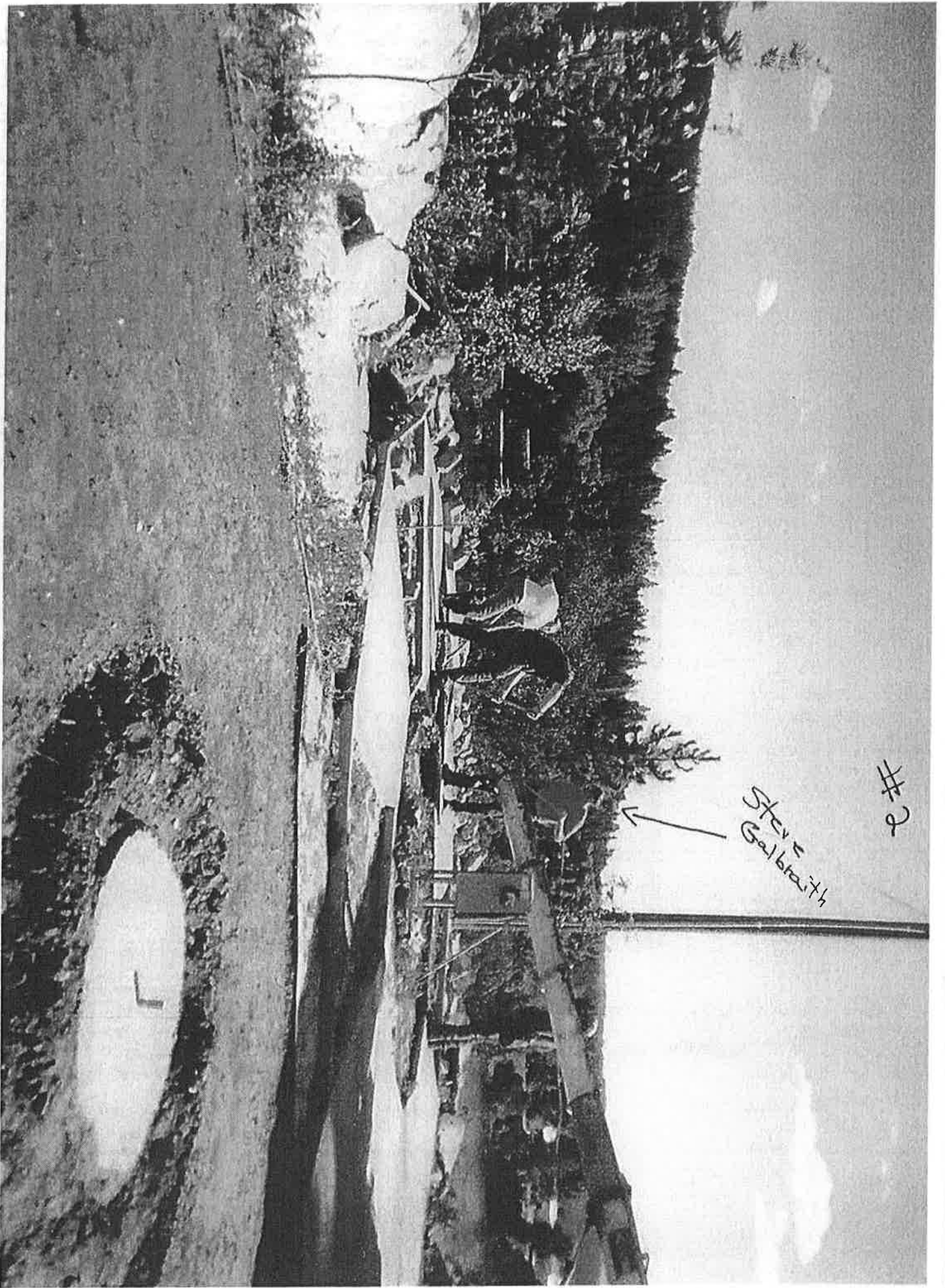
Traveling north through Bonners Ferry, cross the Kootenai River Bridge. Take the first immediate left (west) onto Chinook street. Take the second left onto Boundary Street, traveling straight down toward the river. The Case Residence is a large white house on the rock to the left with the paved drive.
- 7. The Pannell Residence 105 Quiet Place (Moyie Springs)**

Traveling north on Highway 95, turn eastbound (right) at the 3 mile junction onto Highway 2. Travel 2 miles and down the hill, turn right onto Roosevelt Road. Travel approximately 1 mile to the Whispering Pines entry, called Whispering Lane. (you will pass Zimmerman Road on your right, and Whispering Pines is on your left.) Turn left at Quiet Place, and around the bend you will come to 105 Quiet Place – you can't miss the daisies!!!

#3

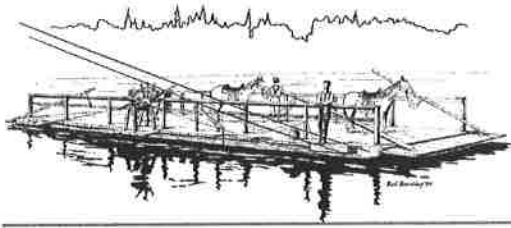


Chairs & big telescope put on our patio
when we were not home.



Steve Galbraith

#2



CITY OF BONNERS FERRY

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

November 3, 2016

TO:

- | | |
|--|--|
| <input type="checkbox"/> Panhandle Health District | <input type="checkbox"/> Idaho Dept. of Water Resources |
| <input checked="" type="checkbox"/> City of Bonners Ferry Street Dept. | <input checked="" type="checkbox"/> City of Bonners Ferry Utility (Electric) |
| <input checked="" type="checkbox"/> City of Bonners Ferry Fire Dept. | <input checked="" type="checkbox"/> City of Bonners Ferry Police Dept. |
| <input checked="" type="checkbox"/> City of BF Utility (Sewer/Water) | <input checked="" type="checkbox"/> Traffic Safety Committee |
| <input type="checkbox"/> Boundary County School District | <input type="checkbox"/> Fish and Wildlife Service |
| <input type="checkbox"/> Avista Power Company | <input type="checkbox"/> Forest Service |
| <input type="checkbox"/> Frontier | <input type="checkbox"/> State Fire Prevention Marshall (Dist. 1) |
| <input type="checkbox"/> Idaho Dept. of Fish and Game | <input type="checkbox"/> Other _____ |

FROM: Lisa M. Ailport, AICP, City Planner

SUBJECT: **File #VC02-16: Vacation of a portion of a 16-foot Alleyway near North River Drive & Boundary St (Amended Plat of Bonners Ferry)**

The enclosed application has been submitted to the City of Bonners Ferry for processing. Linda and Robert Case are seeking to vacate a portion of a 16-foot wide alleyway near North River Drive (south) and Boundary Street (east). The portion to be vacated is within Block 17 of the Amended Plat of Bonners Ferry, Book 1C, Page 67 and can be generally described as being between Lots 1-3 and Lots 22-25 (see attached application). The vacation will encompass approximately 1,696 square feet, all of which would be conveyed to the applicant in accordance with Idaho Code, if approved. Vacations are allowed only when they are found to be in the interest of the public, per IC. 50-1306A(3). Please review the application relative to your agency's area of expertise and include any recommended conditions of approval or if any additional information is requested by your agency prior to City staff scheduling or holding this project for public hearing.

Please respond by **November 18, 2016 by 5:00 pm**, in order for your comments to be included with the file record. Comments received after the above date, may be entered as public comments. If no response is provided, staff will conclude your agency has no objections to the project or recommended conditions.

If you have no comment or response, you may indicate below and return this form to the City as soon as possible to speed processing time. Thank you for your assistance.

NO COMMENT _____
Agency Name, Initials of Agency Representative

Date

c: Applicant (w/o enclosures)
Project Representative (w/o enclosures).

The Traffic Safety Committee meeting of November 16, 2016 convened at 1:07 p.m. at City Hall. Present for the meeting were John Marquette, Richard Hollenbeck, Don Lindsay, Foster Mayor, Police Chief Vic Watson, City Administrator Mike Klaus, City Planner Lisa Ailport, Street Superintendent John Youngwirth, and Clerk Kris Larson.

Foster Mayor moved to approve the October 19, 2016 meeting minutes. John Marquette seconded the motion. The motion passed, all in favor.

Lisa Ailport spoke regarding File #VC02-16: Vacation of a portion of a 16 foot alleyway near North River Drive and Boundary Street (amended plat of Bonners Ferry). She reviewed a record of survey from JRS Surveying with the group to display where the proposed vacation request is located. John Youngwirth said the alley does not exist. Don Lindsay asked if the alley is abandoned what the taxable value would be. Lisa said the applicant owns lots 1, 2, and 3 and on the other side of the alley lots 22, 23, and 24. She said they will be required to combine the lots with the abandoned alleyway.

John Youngwirth asked if Galbraith's are aware of this abandonment and if they were okay with it. Lisa said we have not notified everyone yet as we are in the process of working with agencies now. If the application goes forward the public within 300 feet will be notified of the hearing date.

Foster asked if the property serves any purpose now and if it will ever be needed in the future. Lisa said State statute says the vacation should be in the public interest. She submitted a list of questions to the group for consideration of what public interest may be. Foster said he appreciated the definitions.

John Youngwirth said there is physically no alley there. It is a rock outcropping. Mike Klaus said the upper portion of the alley may be usable but the south end is not. John Youngwirth said it is worth more for tax purposes than an alley.

John Marquette said he does not see why there would be a problem vacating this alley. Vic said the applicant has utilized the alley property already, and he thinks the best avenue would be to vacate the property. Lisa said in the interest of the City, someone that takes over city property does not necessarily warrant property by abandonment. She said future value needs to be considered such as if the City would want to have a trail or park in that area.

Vic asked if the Committee feels there is future value in the land for the City or the public. Mike said it could be used for a pedestrian path to North River Drive but steps would have to be built. John Youngwirth said he sees taxable value as a benefit. Mike said if it was flat ground he would feel differently than he does now but because it is so steep and rocky that it does not seem to have future value.

Vic said he is satisfied that the right of way does not serve the public currently or in the future.

Foster Mayo moved that the right of way for the alley does not serve the interest of the public now or in the future. John Marquette seconded the motion. The motion passed, all in favor.

John Youngwirth said there is no handicapped parking space near the Hair Connection and Mugsy's where people are being dropped off to get their hair done. He said it would need a handicapped sign and designation for parking space. John Marquette moved to recommend to City Council that we put a handicapped parking space in front of Mugsy's and the Hair Connection on Main Street. Don Lindsay seconded the motion. The motion passed, all in favor.

Richard Hollenbeck asked what the rules were for people parking camp trailers on the streets. Vic said he needs to know where it is and how the City has the area marked. He said if it is not prohibited it would be allowed as long as it has a current license. Richard is concerned about snow plowing this winter. He said it is on Eisenhower near his residence.

Richard Hollenbeck had a request from a resident on Montana and Hazel Streets to put a centerline on the street because people cut the corner when they are traveling to and from the cemetery. John Youngwirth said it is too late this year to paint, but he will do it next year.

Mike Klaus spoke regarding the speed limit from the Golf Course to the City limits. He would like to see the speed limit reduced in this area as sight distance is a problem, and he is concerned about people pulling on the highway from the Golf Course and from the side roads in that area. Foster said there were three fatalities in that area in the past few years. Foster was discouraged with the State's work on the speed limit in the Three Mile area as they only reduced the speed limit by 5 miles per hour.

There being no further business, the meeting adjourned at 1:47 p.m.

RECEIVED

MAR 13 2017

CITY OF BONNERS FERRY

To Whom this May Concern,

My name is Joan Branscome. I live in Porthill, Idaho. My ancestors have resided in boundary county since 1902. I take pride in the fact that my grandfather picked this county to raise his family. My mother made sure we spent every summer here, even though I attended private school in Spokane during the winter months. Once I married brought my husband up here to visit my Moms family, we chose to raise our family here. In 1978 we moved to boundary county full time. In 1981 I went to work for GSA under contract work doing maintenance under several different contractors for the US port of Entries in Northern Idaho (both Porthill and Eastport POE's). I also worked at Metaline POE. From 1981 to 2012 I worked under several Port Directors. Bob Case was one of those whom I had the privilege to work with.

Bob Case was not just a Port director he was a hard working fair human being. When you work as a maintenance person, as I did, for 32 years. You did not run across a lot of folks that went that extra mile, to do things right. He evaluated situations, did his homework, looked at both sides, came up with, not only a fair but just decision. He had to make a lot of unpopular decisions but he did his job, that he was paid to do, His honesty, as a person stood out, it showed in all he did. He ran a tight ship. Of all the Port directors I ever worked under, he, had the most respect I have ever seen given by the people in his Port.

So when I first started hearing these rumors around town of all the harassment that has been on going on, just over this particular property adjustment and the city vacated alley ways. I also heard about the extra money spent to bring in a non affiliated lawyer, hired by our tax dollars, to assess what needs to be done and fairly. Then unbiased, our town officials, presented the solution to Bob's brother in law (don't take my word for it look it up) to a well beyond fair benefit. Again he was asked to share (not with his sister but another neighbor) half and half that the city offered him, that is, attached to his property. But, NO, he wanted it all, plus, the Property that isn't even connected to his. He wants to maintain control of. Like most of us here in the county, I too, have no

power to get this bully to be stopped. It is Bobs wifes family member thats known for his tactics to get what he wants and it's been allowed to go on and on. Then it hit me like a lead balloon, the ones whom carry out the laws in our dear town ought to do what they have been paid to do, their jobs, in looking this case up. We can learn what all he has been offered and what he has turned down, just because he wants all or nothing doesn't mean he should be allowed to get it. Ask YOUR SELF, is bullying, NOT BEING ALLOWED, in just our school system or should it be banned from all areas of our society.

When a person like Bob Case who worked in our justice system for years did his job honestly. Does he not deserve the same justice done for him and his family.

I for the most part, am a proud citizen or this county, but I truly hate seeing injustices being allowed to go on and on and nothing is getting done. Just because someone doesn't want to rock the boat and make a bullying come to a stop. This case is a well talked about bully problem and it doesn't sit well. If he gets away with this, just imagine, the Pandora's box, you all, will be opening up from here on.

Sincerely,

Joan Branscome

3/11/17
So whom it may concern:

I have known Bob & Linda Case as adults for about 7 years.

I was working in a job that had some issues. When I told them of the problems, they agreed to help me find the problem and work to a solution. They were honest, up front and professional. They got to the bottom of the problem and it was corrected.

At this time, Linda told me of the situation with her brother and the land.

In this 7 years, the problem has remained the same.

Linda & Bob deserve for this to be over and they need the problem solved.

Please find the truth and act accordingly.

Nancy J. Carrington

RECEIVED

MAR 14 2017

CITY OF BONHUIS

To Whom It May Concern;

Re: Personal Reference – Robert and Linda Case

I have known Bob and Linda for the past 20 years, first as a boss and then as a personal friend.

I first met Bob shortly after he arrived in Boundary County from Edmonton, Canada where he served as an Immigration Officer. He had moved to Bonners Ferry to begin working as my Port Director for Customs and Border Protection. Not long after he arrived, he noticed me and said “Linda says hy”. Bob let me know Linda and my sister were friends in High School.

The first year I worked with Bob he was always a straight forward, honest and well thought out man and his wife Linda. They were and still are some of the best and most honest and trust worthy people in my life.

Bob has been in law enforcement for about fifty years and has served as a detective in homicide divisions, vice, Immigration and finished his career in Customs and Border Protection right here in Bonners Ferry at the Porthill Idaho Port Of Entry. The jobs demand Integrity, honesty, due diligence and service to country. Linda his wife and companion stood by his side in all these lonely nights wondering if he would come home at all and never wavered and stood by Bob’s side with the same due diligence and integrity

Bob and Linda Case are the type of people that bring the same type of honesty and integrity form their lives to the people they have around them, simply because of the work they put in themselves and their life and have become people that I look up to and believe in greatly do to their everyday efforts to be honest and overall good people.

Sincerely,



Donavon Poston- Customs and Border Protection

RECEIVED
MAR 14 2017
CITY OF BONNERS FERRY

To The City Council,

I've advised my Aunt Linda Case not to have any business dealings with my dad, Steve Galbraith. My business dealings with him and his wife, DeAnna, have proven that his word cannot be trusted.

I've told my Aunt Linda that by the time everyone figures out what he's really trying to do, the ball will be rolling so fast that not her, or the City, will be able to stop his plans.

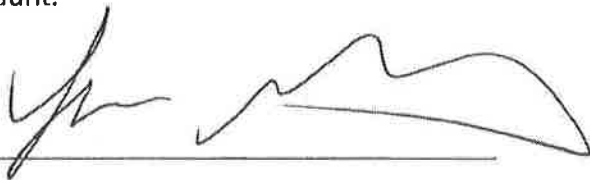
I'm familiar with the area in question because I lived on the property he owns next to the Cases. I was buying it from my Dad and DeAnna as per our verbal agreement, until they went back on their word. It was my Dad who had approached me and offered to buy it. I would make payments and after a number of years, I would pay them more than they paid – they said it was an investment for them. I put an additional \$30,000 approximately into the property when they told me they were going back on our original deal. At which point, I quit making payments and was never reimbursed for my contribution.

During this time, there was never any mention from them about using the alley in the Case's driveway.

During the time I occupied this premises, I was subjected to much harassment. I was recuperating from a serious surgery, and Steve Galbraith would harass me by entering my home without permission.

There are much better ways to supply power to that area by going up Camas Street or coming in from the North. In fact, as far as phone lines go, when I lived there, I had DSL lines installed coming from the North.

The very worst access would be thru the alley next to the Case's garage. The only reason the Galbraith's are opposing the Case's application for vacation is to harass and try to control my aunt.

A handwritten signature in black ink, appearing to read 'Lance Galbraith', written over a horizontal line.

Lance Galbraith

RECEIVED

MAR 14 2017

CITY OF BONNIERS FERRY

John "Jack" R. Douglas
Attorney at Law
Boundary County Prosecuting Attorney
P.O. Box 3136
Bonners Ferry, ID 83805

Re: Letter of Recommendation for Lance Galbraith

13 March 2017

To Whom It May Concern:

I have known Lance Galbraith for about a half dozen years. He is a lodge brother at the Bonners Ferry Masonic Lodge, and also has been a Moyie Shrine Club member.

Lance has served as head of the lodge and he has also helped with lodge and Shriner events, such as the Boundary County Fair. He does that every year and is a big help. As you know, the money raised goes to the Spokane Shriners Hospital to benefit children.

As a lodge officer most of the time I have known Lance, I have inter-acted with him countless times and I have had an opportunity to form an opinion about him as a person and his general, over-all character. From that I believe that Lance Galbraith is a fine young man of good character. I also believe him to be honest and above reproach. I would trust him with my belongings and I know I can rely on his word. In short, he is honest and I trust him.

Thank you.

Sincerely,



RECEIVED

MAR 1 2017

CITY OF BONNERS FERRY

Members of the City Council,

Pertaining to the matter of vacating the alley (VC-02-16) also known as Arapaho Alley, and giving the land to Bob and Linda Case, I Steve Galbraith, oppose the action.

If vacated, it would be difficult to access the power pole and transformer that feeds three different properties. If that transformer requires repair or replacement, that could force access through our property instead of the existing city right of way. It would also cause new work costs to increase because of more difficult access, which would be passed on to us for the work we have planned for our neighboring investment property.

For my investment property which borders the Case's property and the alley, the power has to be redirected. That location has an extremely old secondary power pole that needs replaced because of deteriorated condition, the height being too low for safety, and the lines cross over a portion of the Case's private land. Part of the power line is on a portion of the alley that the Cases are requesting to vacate. It would be beneficial to us if that dilapidated power pole, power line, and phone provisions are relocated fully onto the existing legal right of way, which is the alley.

I met with Dave Sims and Mike Klaus last summer about re-plotting and vacating the platted section of North River Drive between Boundary Street and Camas Street. Dave and Mike both agreed that they would like to re-plot the entire area and deal with the prescriptive-use North River Drive road surface through our property, but said they would let us proceed *only if* both parties (Cases and Galbraiths) came to agreement for everything. The Cases declined to agree.

At this point, it would be extremely unjust and inappropriate to act on the Case's request, only to benefit them. Their request should fall under the same guidelines of requiring agreement between both parties and be beneficial to all the public's best interest that the alley serves. Since it does not, we need to retain the alley right of way.

Therefore, I oppose this request to vacate the alley.

Very Respectfully,
Steve Galbraith

DEC 13 2016

11:06 pm
dg

Members of the City Council,

VC -02-16

In reference to the petition to vacate Arapaho Alley, I, DeAnna Galbraith oppose this action because it would adversely affect our neighboring home and investment properties.

Page 2 of their petition pictures a utility pole on the steep bank (Exhibit A attached), near the southern end of Arapaho Alley. Those utilities service multiple locations; our personal home, our neighboring investment properties, and the Cases. The alley *does* provide good access to that pole and was the access means during construction of the Case's and Galbraith's homes.

Last June Steve and I ordered a survey from JRS Surveying to include the Arapaho Alley right of way because we plan to use it for utilities to our neighboring investment property. The investment property borders the Cases on the Arapaho Alley side. After the survey solidified our intentions to utilize the alley, the Cases started this course of action to have the alley vacated. There is need for neighboring parties to utilize the alley and that need is the reason Steve and I invested in the expensive land survey, prior to this petition.

The secondary utility pole supplying power to our investment property is too short for safety, old, decayed, and in the way for the future plans. The pole needs replaced and relocated out of the way of re-development plans for those 13 lots. There is also a current problem of the utility lines crossing over land that Bob and Linda currently own, which will result in a future dispute when it comes time to do the work for relocating the pole and the lines across their land. If Arapaho Alley is vacated, it will compound the issue further. Because the utilities may supply more than one house when the re-development is complete, we plan to relocate the utilities onto the Arapaho Alley right of way, which is why we had the alley surveyed last summer.

Bob and Linda have integrated large amounts of city property on three sides around them for their personal use, solely in their best interest. They've encroached onto Boundary Street, Platted North River Drive and Arapaho Alley as I've indicated in Exhibit A. I watched Steve help them measure the city right of ways before they submitted their original house building permit, so they are fully aware of their encroachments. They built landscape structures and barriers on city property that are partially indicated in their documentation but are not pictured or adequately described. They chose not to obtain city permissions, submit permits, or conform to required set-backs. They violated city codes and requirements and should not be rewarded for doing so, because it will punish us. Their landscaping items are the only things that impede Arapaho Alley.

We've hosted multiple meetings trying to reach agreement beneficial to both parties for these issues. Recently Steve and I offered to give the city more land from our private home if a vacate agreement included the platted North River Drive, and then we would swap some land with the Cases. That plan would have *substantially* benefited them as well as provided a good pathway for us to relocate the utilities along the property line we share, not to interfere with our re-development plans. They rejected all offers.

Therefore, we need to return to our best and first option of using Arapaho Alley. The Case's action to vacate didn't commence until after we conducted the land survey and after multiple attempts failed to reach agreement with them. There is need to regain and sustain access to the utility pole at the southern end which services multiple homes, in addition to neighboring parties utilizing the alley for future city utility placement.

Please do not vacate the alley to their sole benefit. It would adversely affect our neighboring properties that have existing need and plan future use of the asset; therefore it is not in the best interest of the neighboring public.

Thank you for your time and consideration of this matter.

DeAnna Galbraith

DEC 12 2016

P1FCU

FAX

To: CITY OF BONNERS FERRY From: LILLIAN CLEMENTS

Fax: 208-267-7375

Pages: 1

Phone: 208-267-1403

Date: 12/09/2016

Re: ANNEX OF PROPERTY cc:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

If you need to get ahold oh Lillian her number is 208-267-1403.

DEC 09 2016

City of Bonners Ferry 12-9-16

The notice of Robert and Linda Case wanting to have a portion of the alley way west of them vacated so it can be annex onto their property. I DO NOT agree. This is not in the interest of the public. I have watched the Case's spread out onto land that is not theirs as the survey they have recently done will bear out.

This is land open to the public use. I walk my dogs down this portion of the ally 2 or 3 times a month, we walk all around our area everyday. If the Case's are allowed to get this property, the extra 1696 sq. ft. of land, by the City of Bonners Ferry, they will close it off and it will no longer be available.

If they are allowed to get this property then the City should narrow down Boundary St. from 80 ft. wide to 40 ft. wide, that way all the property owners would be entitled to extra free property.

The Case's are no more entitled to this property for their personal use then the rest of us are.

Hillian Clements - Property owner
7317 Boundary St.
Bonners Ferry, ID

Faxed to 208 267 4375

DEC 09 2016

P1FCU

FAX

RECEIVED
DEC 09 2016
CITY OF BONNERS FERRY

To: CITY OF BONNERS FERRY From: LILLIAN CLEMENTS

Fax: 208-267-4375 Pages: 1

Phone: 208-267-1403 Date: 12/06/2016

Re: ANNEX OF PROPERTY cc:

Urgent For Review Please Comment Please Reply Please Recycle

Comments:

If you have an questions you can call her at 208-267-1403.

Thank you

The notice of Robert and Linda Case wanting to have a portion of the alley way west of them vacated so it can be annex onto their property. I DO NOT agree. This is not in the interest of the public. I have watched the Case's spread out onto land that is not theirs as the survey they have recently done will bear out.

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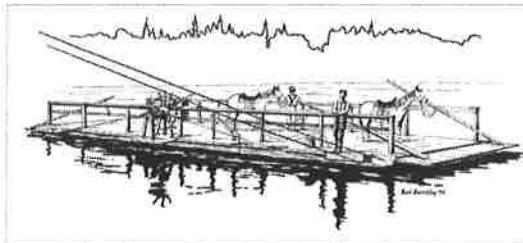
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The Case's are no more entitled to this property for their personal use than the rest of us are.

Hillian Clements - Property owner
7317 Boundary St.
Bonners Ferry, ID

Faxed to 208 267 4375

DEC 09 2016



CITY OF BONNERS FERRY
7232 Main Street
P.O. Box 149
Bonners Ferry, ID 83805
Phone: (208) 267-3105 Fax: (208) 267-4375

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, March 21, 2017 at 6:00 p.m.** to consider vacating a portion of a 16-foot wide public alleyway and a 30-foot wide right-of-way. Linda and Robert Case are seeking to vacate a portion of a 16-foot wide alleyway near North River Drive (south) and Boundary Street (east) and a 30-foot portion of the platted right of way for North River Drive. The alleyway portion to be vacated is within Block 17 of the Amended Plat of Bonners Ferry, Book 1C, Page 67 and can be generally described as being between Lots 1-3 and Lots 22-24. In addition a 30-foot right of way vacation petitioned and can be generally described as extending along the full width of Lot 24 and the eastern 40-feet of lot 1. The vacation will encompass approximately 6,880 square feet.



The deadline for submitting written comment and/or material is 5:00 p.m. Tuesday, March 15, 2017. 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 accommodations to hear or see should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

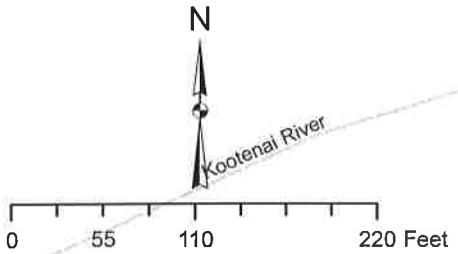
City of Bonners Ferry

ATTEST: Lisa M. Ailport
PUBLISH: March 2, 2017, March 9, 2017
Certified Mailed: March 6, 2017

Boundary County Assessor



This map is provided for informational purposes only. Every effort has been made to ensure accuracy and completeness. This county will in no way be held responsible for any errors or omissions and assumes no responsibility for providing updates or corrections.



| PARCEL_ID | MAIL_FM | MAIL_LM | MAIL_A1 | MAIL_A2 | MAIL_CT | MAIL_ST | MAIL_ZP |
|-----------------|--------------------------------|-----------|-------------------------|---------|---------------|---------|---------|
| RPB0120016016AA | DIANE | KINNEY | 902 PINE STREET | | SANDPOINT | ID | 83864 |
| RPB0120016018AA | DENNIS M | GARRETT | 6652 CHIPPEWA DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB0120016025AA | DENNIS M | GARRETT | 6652 CHIPPEWA DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB0120016025BA | STEPHEN | GALBRAITH | 6528 NORTH RIVER DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB01200006600A | STEPHEN | GALBRAITH | 6528 NORTH RIVER DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB01200008560A | SPOKANE INTERNATIONAL RAILROAD | | 1400 DOUGLAS, STOP 1640 | | OMAHA | NE | 68179 |
| RPB0120018024AA | JUDITH | ST CLAIR | PO BOX 1015 | | BONNERS FERRY | ID | 83805 |
| RPB0120018018AA | DAYTON | SKRIVSETH | 7318 BLAINE STREET | | BONNERS FERRY | ID | 83805 |
| RPB0120018016AA | ANTONIO | PONCE | PO BOX 131 | | BONNERS FERRY | ID | 83805 |
| RPB0120018006AA | JON | TOMPKINS | PO BOX 656 | | BONNERS FERRY | ID | 83805 |
| RPB0120018012AA | LILLIAN G | CLEMENTS | 7317 BOUNDARY STREET | | BONNERS FERRY | ID | 83805 |
| RPB0120017024BA | ROBERT C | CASE | PO BOX 239 | | BONNERS FERRY | ID | 83805 |
| RPB0120017021AA | JOSHUA | SHERVEN | PO BOX 483 | | BONNERS FERRY | ID | 83805 |
| RPB0120017013AA | THOMAS N | MCGHEE, | 517 MCGHEE ROAD | | SANDPOINT | ID | 83864 |
| RPB0120017017EA | STEPHEN E | GALBRAITH | 6528 NORTH RIVER DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB00000270920A | STEPHEN | GALBRAITH | 6528 NORTH RIVER DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB00000270915A | DENNIS M | GARRETT | 6652 CHIPPEWA DRIVE | | BONNERS FERRY | ID | 83805 |
| RPB0120013030AA | EVELYN | DINNING | 6554 COMANCHE ST | | BONNERS FERRY | ID | 83805 |
| RPB0120015004AA | BOUNDARY COUNTY | | PO BOX 419 | | BONNERS FERRY | ID | 83805 |

File No. VC02-16 CASE

Hearing Date: March 21, 2017

Page 1 of 1

RECORD OF MAILING APPROVED BY:

I hereby certify that the above list is the accurate reflection of properties which were sent the "notice of public hearing" that was mailed within 300-feet of the subject property, pursuant to Idaho Code 50-1306A. I hereby certify that this mailing was sent via US Mail on this date March 21, 2017


 Lisa M. Allport, City Planner

State of Colorado } 53.
 County of Summit }

Know all men by these presents that we, Merrill A. Wright and Margaret Wright, his wife do hereby declare to the public, for the use of travel, the Streets, Avenues and alleys of this corrected and amended plat, of the Township of Bonners Ferry, Idaho, located in lot two (2) of the NE 4 of NW 4 Section 27, T22 R1E, E1M. Reserving however, to the grantors the right to use and control said Streets, Avenues and alleys, except that portion in actual use for necessary travel, until a legally incorporated town or village shall have been organized within the limits of said township or plat and is so continued. We further reserve the right to the grantors to have the exclusive use, for all time, of said Streets, Avenues and alleys for the purposes of constructing and operating any and all lines of Street car lines, telegraph, telephone and electric light lines. Witness our hands and seals this 15th day of April 1910.

Witness
 C. H. Boushman
 J. C. Saunders
 J. C. Saunders
 J. C. Saunders

Merrill A. Wright (Seal)
 Margaret Wright (Seal)

State of Colorado } 53.
 County of Gilpin }

Personally appeared before me this day, Margaret Wright personally known to me to be the person who signed the foregoing instrument in writing and acknowledged that she signed, sealed and delivered said instrument in writing as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 15th day of April 1910. My commission expires December 30, 1912.

Seal
 State of Colorado } 53 ...
 County of Summit }

William W. Campbell
 Notary Public

Personally appeared before me this day, Merrill A. Wright, personally known to me to be the person who signed the foregoing instrument in writing and acknowledged that he signed, sealed and delivered said instrument in writing as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and Notarial Seal this 5th day of May A.D. 1910. My commission expires January 20, 1911.

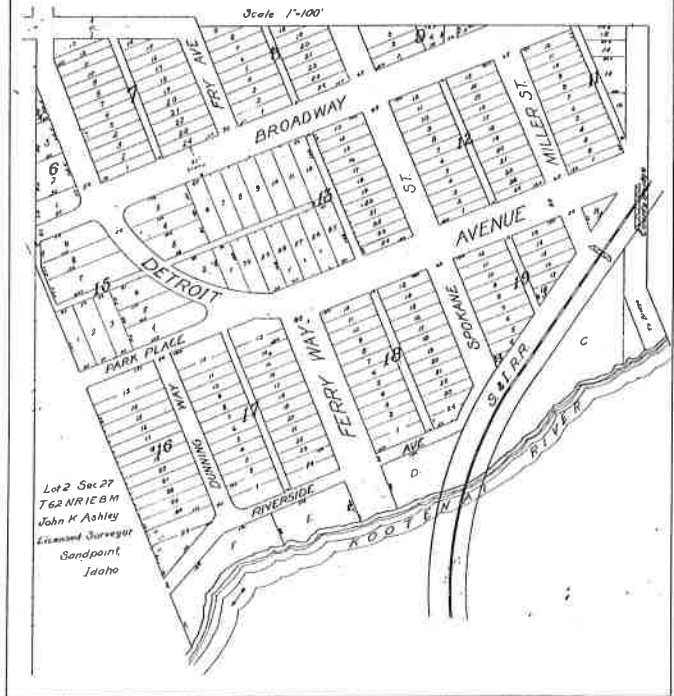
Seal
 William W. Campbell
 Notary Public

SURVEYORS CERTIFICATE
 I hereby certify this is a correct plat of the Survey of BONNERS FERRY, as made by me.

John K. Ashley
 Licensed Surveyor

STATE OF IDAHO
 County of Blaine
 I, John K. Ashley, do hereby certify that the above is a correct plat of the Survey of BONNERS FERRY, as made by me.
 John K. Ashley
 Licensed Surveyor

AMENDED PLAT OF BONNERS FERRY, IDAHO



Steve and DeAnna Galbraith oppose and will disprove each claim in the petitioner's addendum and original petition.

Their documents are riddled with misleading information and falsehoods.

We intend to provide clarity.

We respectfully approach the City Council to please read our documents, and we ask that you carefully review the supporting pictures.

We also humbly thank you for the opportunity to point out the truths of these matters.

RECEIVED

MAR 15 2017

CITY OF BONNERS FERRY

The Galbraith's respectfully request the City Council to deny their petition to vacate Arapaho Alley.

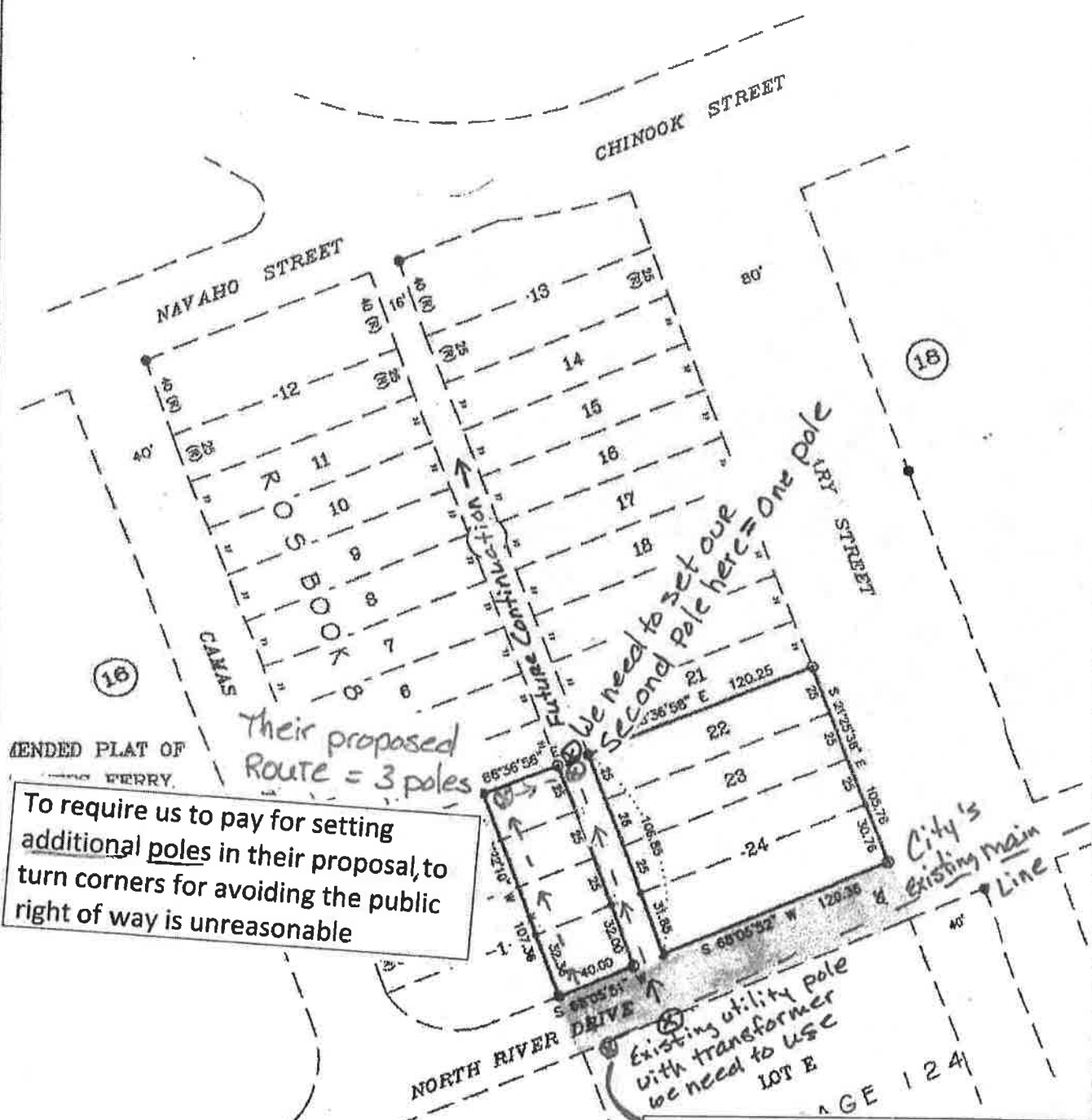
- The vacate request in the manner the Case's propose is not for the public good or in the public's best interest.
- The Galbraith's paid for the land survey in June last summer to locate the valuable public asset. The Case's are trying to stop us from using the public right of way after they learned of our intent.
- The right of way is a perfect location and is a straight line to the destination we need to target.
 - Please refer to the map on Page 3 as you read these points.
- Their proposal stops us from continuing to use the existing transformer that supplies the existing house.
 - Only one pole needs to be set if we use the existing public right of way and continue to use the existing transformer.
- The majority of the right of way is a paved driveway and parking area that the Case's previously testified will continue to be used in that manner. A nice clean, clear space under the utility lines.
- Forcing the Galbraith's to avoid the public right of way imposes an undue and unreasonable financial hardship;
 - Paying for additional power poles and stabilization of the poles to turn the corners to return to the right of way.
 - Giving up the use of the transformer that currently services our investment property and then making us pay for installing another one.
- Forcing the avoidance of the public right of way also imposes an undue hardship on the City;
 - In order to establish the 20 feet wide utility easement within their property boundaries, the proposed location runs the lines through the heart of heavily wooded, tall trees they planted below which will require regular maintenance to keep the lines clear. Please refer to the picture on Page 4.
 - This location is also a step bank, has huge bedrock outcroppings, and is inaccessible terrain according to their own previous testimony for our not being able to develop the alley to drive through the area. It is not level ground as stated. Please refer to the picture on Page 5.
 - Forces the access to perform their tree maintenance through our private property and landscape, instead of using the existing public right of way and our proposed developed public right of way.
 - The trees and shrubs they planted will also impede franchise utilities such as internet, landline, and anything futuristic that hang much lower underneath the power lines.
 - The trees and shrubs they planted under the utility lines on the platted North River Drive invade these communication lines right now, which will probably cause outages for our home soon.
 - Please do not allow them to repeat these problems in another location.
- To return the utilities back to the public right of way in order to continue northward to our additional investment properties proposed, forces us to give up easement through our private property unless the Case's offer includes easement through the northern end of the 40 foot strip of land to proceed east as well.
 - We did not submit more information about investment plans because we were held to and continued under quasi judicial orders of the Mayor during last formal communications we received in this matter.
- The vacate request in this proposal and addendum is NOT for the public good or in the public's best interest.

The Case's proposal of an alternative route is detrimental and causes undue hardship to us;

- A perfectly clear, straight pathway, and expensive transformer provisions already exist;
 - Their proposal forces us to pay for setting additional poles
 - Their proposal forces us to pay for installing another transformer
 - Their proposal stops us from using the perfect, existing public right of way location

Please deny their request to vacate in full, including the addendum.

Please permit the Galbraith's to run public utilities on the existing public right of way.



ENDED PLAT OF
ERRY.

Their proposed
Route = 3 poles

We need to set our
Second pole here = One Pole

City's
existing main
line

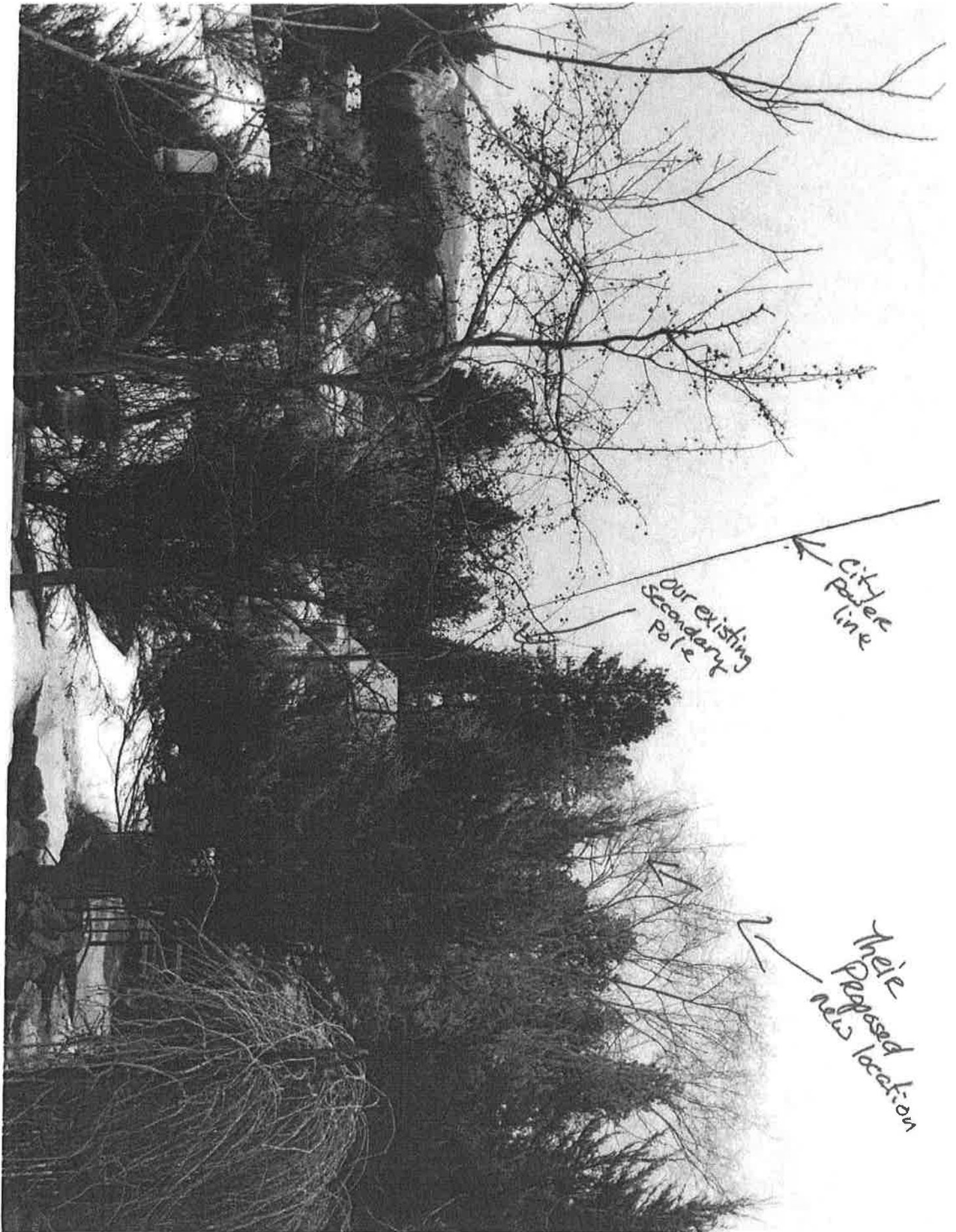
Existing utility pole
with transformer
we need to use
LOT E

To require us to pay for setting
additional poles in their proposal, to
turn corners for avoiding the public
right of way is unreasonable

To require us to set another pole a
few feet away from the existing pole,
and make the City or us pay for
another transformer when a perfect
pole with provisions already exists, is
unreasonable

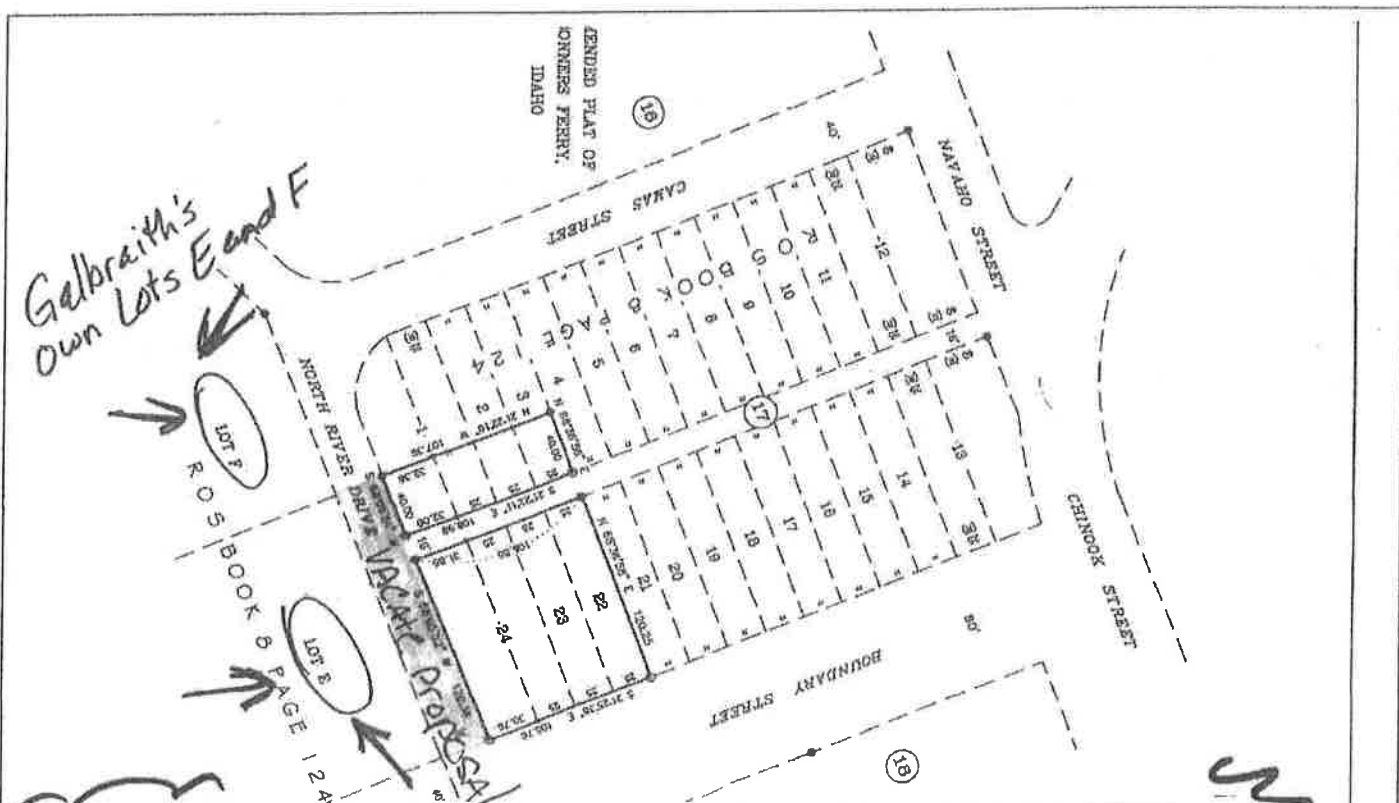
This map is provided on Page 1 of
the Case's addendum.
We increased the size to depict
better detail.

W-02-11a



2. **Vacation of undeveloped portion of North River Drive.** As was evident with the initial petition and public record, platted North River Drive fronting the Case property was never developed with a travelway because of its steep, rocky face. The roadway instead was developed south of the platted right-of-way, in an area topographically suitable for road construction. The petitioners desire to amend their application to include the vacation of the entire 30-foot wide section of North River Drive fronting their properties and generally described as: "all that portion of North River Drive lying south of the following: Lots 22-24, Block 17, of the Amended Plat of Bonners Ferry; the northeasterly 40 feet of Lots 1, 2, and 3, Block 17 of the Amended Plat of Bonners Ferry and the 16-foot wide alley lying between these lots." (A description prepared by an Idaho-licensed surveyor of the portions of public right-of-way will be provided to the city upon request.) An illustration of the proposed vacation is shown below.

Case's Proposal



Referring to Idaho Code quoted on their page 5, #5 addendum; "the land shall revert to the owner of adjacent real estate, one-half (1/2) on each side thereof" provides for the City Council to include "the best interest of" the Galbraith's adjoining property as well. Anything else would be unfair and unjust.

This document they submitted clearly shows lots E and F bordering the platted street. The Galbraith's own lots E and F and should rightfully inherit 50% of the property if vacated.

To consider anything else would be conjecture that has not been proven in a court of law.

Our attorney and the support we have from JRS Surveying will be able to provide this proof should the Galbraith's or the Case's decide to carry this matter further.

~~PAGE 3 OF 7~~

Page 5 of 1820

The petitioners have no experience to make educated decisions of what can or cannot be accomplished for developing the platted North River Drive or Arapaho Alley. Their addendum claims that only rock blasting can be used. That is a false statement with no merit which proves they have no knowledge of safe road building methods.

Safe methods including industrial rock hammers and expanding powder can break the rock. We successfully used both methods in 2004 right next to the Case's house, causing absolutely no damage. Literal tons, and massive amounts of rock were broken and moved to improve the road and prepare our house site. No blasting necessary. Look at our landscape to see the massive amounts of rock we broke and moved, without causing a single problem for them.

Steve has extensive work history, education, and experience in road building codes and safety. He successfully met City requirements for reconstruction for the current North River Drive in 2004, in full agreement with and acceptance from the City of Bonners Ferry. We have an engineered, stamped drawing by Mike Woodward that City Administrator Stephen Boorman approved and accepted on behalf of the City which details specific road building and accepted width. The City also approved and accepted the road after the project was complete. That drawing is too large to submit in this format and can be available for review if requested.

Steve's extensive road building work history includes Foust Logging for several years. Some duties entailed building roads and logging landings on State and Federal Forest Service lands; running cats, excavator, loader, and following Federal and State regulations to protect the land.

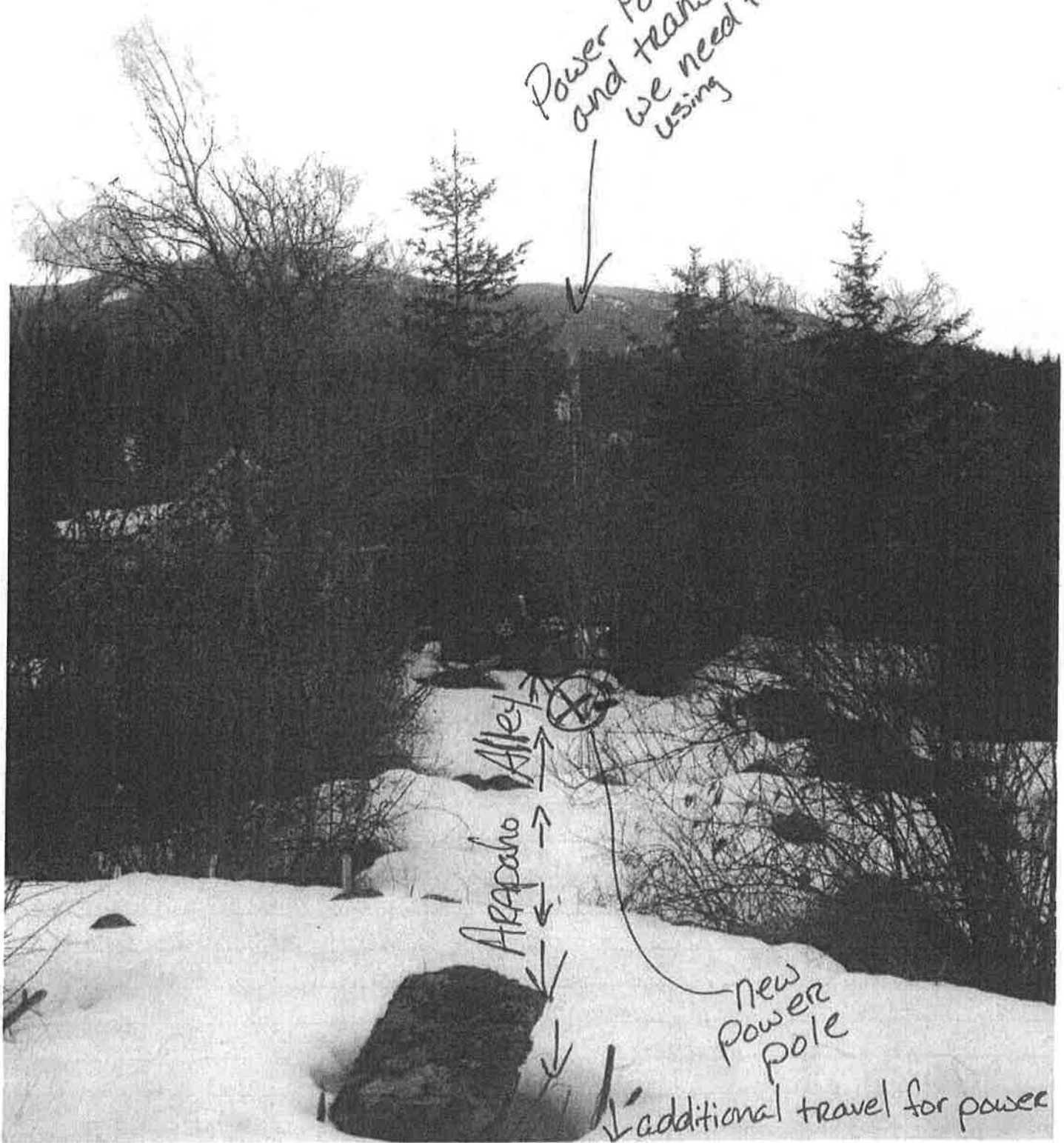
Steve worked for the City of Bonners Ferry as the Street Crew Foreman for 17 years, maintaining city streets and greatly improving North River Drive to successfully meet their standards and design. The City requires following MUTCD standards which Steve has been certified in for well over two decades. Steve operated equipment and helped design and plan improvement projects throughout the City to meet all City and State standards. Steve is very aware of, and is highly trained and educated in safety standards including OSHA and other public safety requirements.

Steve currently works for the County Road and Bridge department upholding the same high standards of adhering to MSHA, OSHA and MUTCD regulations. Steve's education and experience qualifies him as an expert in the field. The petitioners are not.

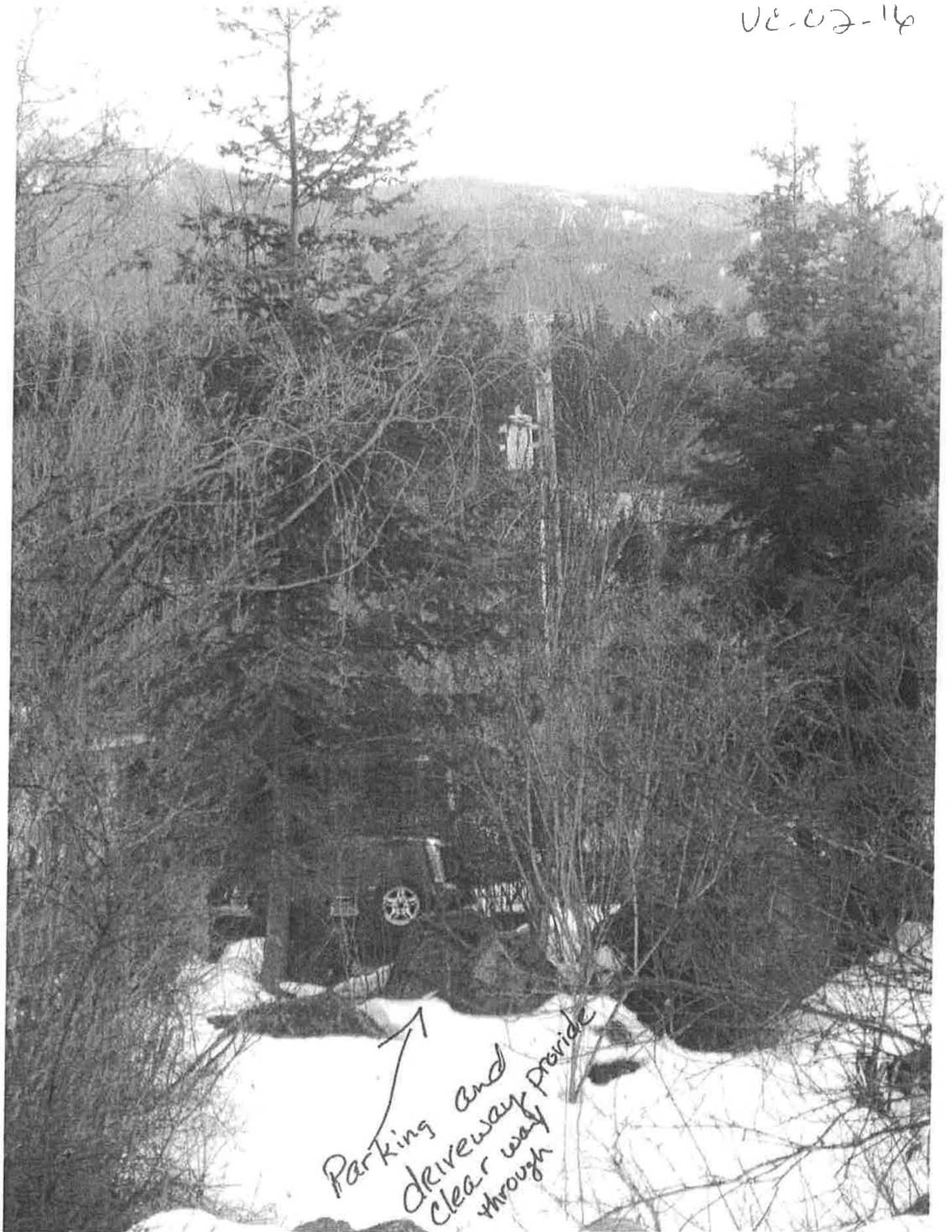
See the picture on page 7, illustrating how level Arapaho Alley is, proving it can be easily developed using fill and minor rock removal. Notice their vehicle is parked on level ground in comparison to the location where the picture was taken. The alley can easily merge onto and continue down the platted North River Drive for utility maintenance and access. We are not proposing to develop a public roadway on Arapaho Alley. We are proposing public utilities and providing maintenance access through those public lands.

Additionally, the picture on page 7 illustrates the straight line access down the right of way. To force us to use any other pathway for the utilities is unreasonable and would cause undue hardship and expense.

Power Pole
and transformer
we need to continue
using



VC-02-16



VC-02-16

Page 8 of 1820

ADDITIONAL EVIDENCE IN SUPPORT OF REQUEST:

1. The proposed offer of the 16-foot wide utility easement on the western portion of Lots 1-3 would allow city access to an area that is not steep and rocky, thereby saving future costs for utility installations in the present, uphill location. Further, there are other options for placement of power poles, including within the existing platted rights-of-way of Camas Street, north and south. Neighboring properties could benefit from utility access on either side of Camas Street, as platted or within the prescriptive path. The proposed additional 16-foot wide utility easement provides an additional option.

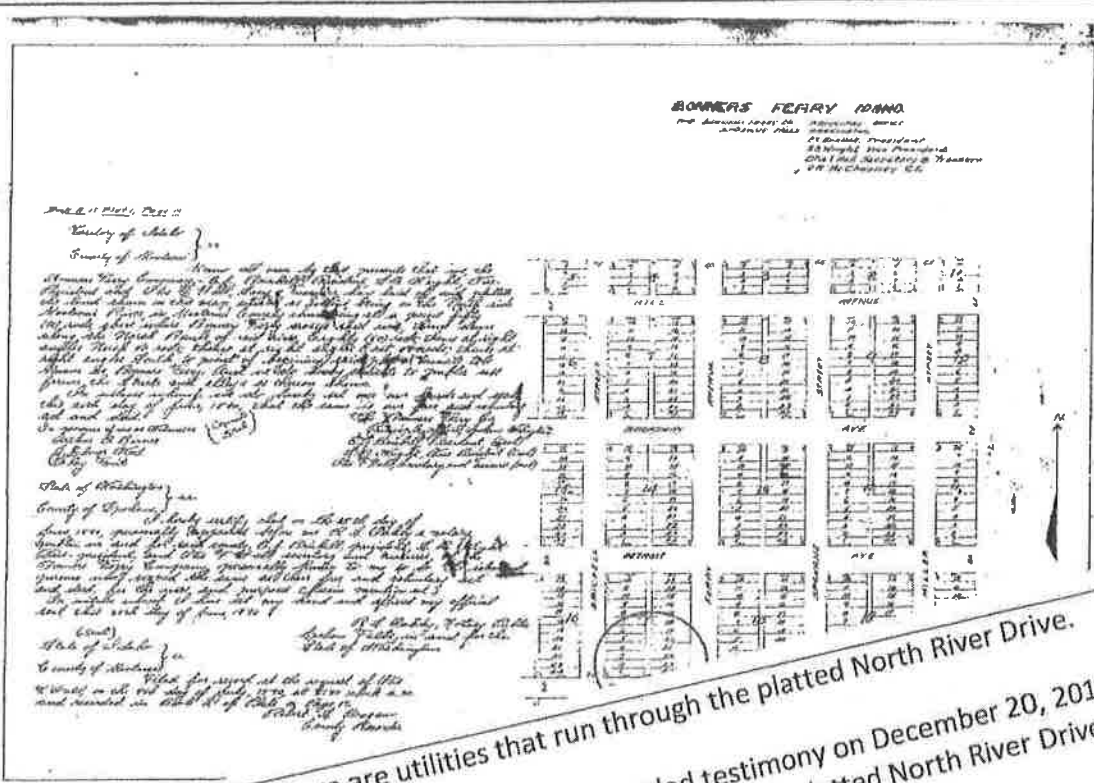
... cannot be developed

1. Using the Camas route as also proposed here would require obtaining easement to cross over a third parties private land on the north end of Camas.

To use the southern end of Camas imposes all of the same problems on us, as does using the 40 feet wide section of the Case's land. It requires us to set more power poles, abandon the existing transformer, and give additional easement through our private land, rather than using the existing public right of way - which is specifically designed by the brilliant City forefathers for this specific purpose.

standards require new app...
 on a hillside with slopes exceeding an estimated 45%.

- f. Current standards for alley construction require a 12-foot wide constructed travelway within a 20-foot wide right-of-way (Policy IV.G.9). The platted 16-foot wide alley cannot meet today's standards for construction.
3. The platted portion of North River Drive fronting the Case property was never constructed within its right-of-way due to steep, rocky slopes. The physical roadway is located south of the platted right-of-way, curving in a southwesterly direction away from the Case property. The right-of-way was dedicated to the public with the recording of the plat of Bonners Ferry, Idaho on July 9, 1890, when Boundary County was still a part of Kootenai County. The original plat was designed with straight lines and regular intersecting streets and alleys, without regard to the topography. (See plat of Bonners Ferry, Idaho below.) As a result, the dedicated alley and portion of North River Drive, dedicated to the public more than 125 years ago, were never built and cannot be constructed due to topography.



#6 statement is false! There are utilities that run through the platted North River Drive. The petitioner's representative, Clare Marley's recorded testimony on December 20, 2016, said JRS told her the power pole we need to continue using is in the platted North River Drive. Now they claim it isn't? They cannot get their own story straight. Plus, the City's underground feed to the Case's power meter runs across North River Drive as well, so they are very aware there are public utilities through this right of way. There are so many false and misleading statements in this addendum with many being contrary to their original petition, should cause this vacate request to be denied in full. It is unprofessional and is making a mockery of this procedure and our City to be allowed to proceed.

6. There are no utilities within the platted portion of North River Drive fronting the Case property. Based on aerial photographs, a portion of the platted right-of-way has been landscaped. While not survey-accurate, the aerial photograph below provides information regarding the relationship of the platted area to the residential improvements and legal boundaries. A gazebo and pergola, both non-permanent structures, appear to be located within the platted right-of-way. The petitioners report they pay taxes on these structures.

Much of the property in this picture fronts Boundary Street and the corner of Boundary Street. The Case's have also illegally encroached upon Boundary Street public lands, but that is not being litigated in this hearing.

This picture misrepresents the full and negative impact of the issues at hand - which is being decided upon at this hearing.

The Galbraith's own land just out of sight past the far corner of their house in this picture that the Case's have illegally encroached upon with their landscaping and concrete patio. They knowingly spilled out well beyond their property boundaries onto public land and then continued onto our private property without permission too. Linda testified that her brother gave her permission to use the public land, but that is not a complete statement. DeAnna was present when Steve told her she is supposed to have permits. They simply chose not to obtain them and now she blames her brother. A bit of embarrassing sibling rivalry.

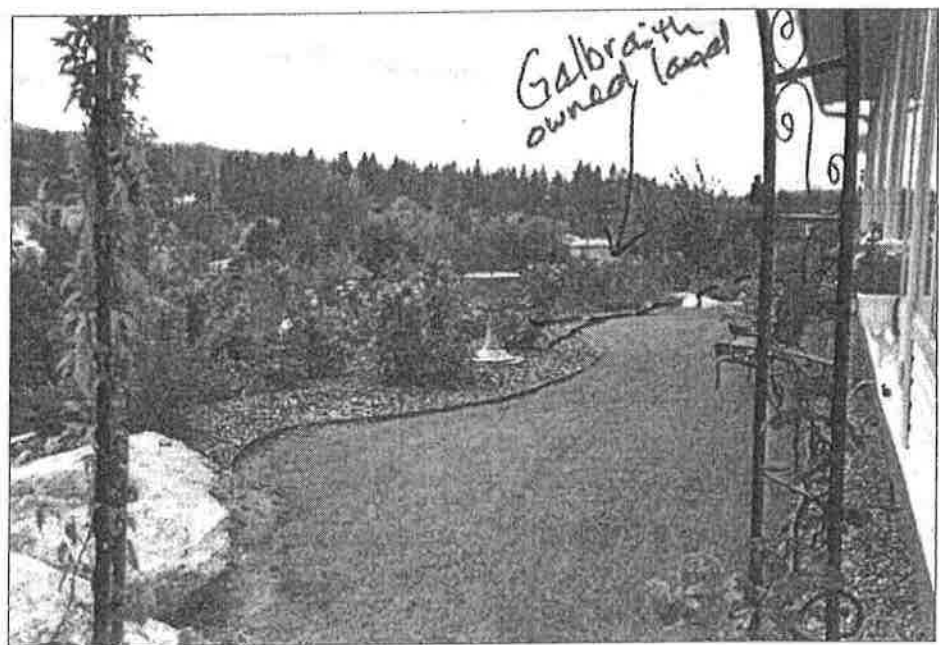
Our only access to that portion of our land to remove their encroachments is through the platted North River Drive.

Vacating the platted street 100% to them will punish us by taking away our existing access to that portion of our land. Should the city choose to vacate that section of the platted North River Drive, we request that 50% be vacated to us, the Galbraith's.

... due to topographic ... above the physical roadway.

very small

A portion of North River Drive platted right-of-way on hilltop above present-day roadway, looking southwest.



- 8. Vacation of the portion of North River Drive fronting the petitioners' property would not deprive any properties of legal access. No physical access to properties would be lost by the vacation of the right-of-way. All surrounding properties have access to their properties via other existing public rights-of-ways, prescriptive roads, or private access, as evidenced by the survey, aerials, plats, and site observations.
- 9. Other vacations within the area have been granted by the City of Bonners Ferry, including the extension of Boundary Street, directly southeast of the petitioners' property, and areas to the north of the site.

8. This statement is not true.
 To vacate that portion of platted North River Drive would deprive us of access to, and to remove the encroachments they built and installed on our private property - which we intend to remove.

It would not be in the public's best interest to vacate this portion of land.

- The petitioners previous pictures and testimony claims the existing power pole and transformer is inaccessible from other than a boom truck or very big ladder to climb the bank, therefore cannot be accessed by vehicle roadway.
- Since that pole is on our land, their testimony proves we need that platted North River Drive to access that portion of our land.
- There are easily accessible steps built on public property in that area, giving us easy access through that right of way to reach that portion of our land.
- Steve can also easily develop it to reach it with our heavy equipment to remove the encroachments they built on our land.
- There are city utilities through that platted right of way
- It is the only access means to that upper portion of our land

Vacating that portion of the platted North River Drive 100% to the Case's is not in the public's best interest. We respectfully request, that 50% of the land fronting our property be vacated to us, the Galbraith's.

9. The vacate being mentioned to the southeast was done by Boundary County well over 70 years ago.
 Not a recent event.

Closing summary statements

Should the City Council decide to move on any part of this petition that benefits and Case's and imposes any kind of adverse affect on us, be it known that we question the legality of the manner in which the City has allowed these proceedings to progress. We were not notified, given, or afforded the same opportunities that the Case's have been the past several weeks. We were held to a much higher quasi judicial standard.

Should the City Council still decide to move on any part of this petition, we request that the Arapaho Alley vacate request be denied. It is not in the public best interest and will cause undue hardship and extra cost burden to us, the Galbraith's, for installing utility provisions in any other manner or location which forces us to avoid using the existing public right of way and abandon using the transformer which currently supplies the property.

Should the City Council further continue to move on any part of this petition or its addendum, we request that the platted North River Drive be vacated 50% to benefit us, the Galbraith's too, being the property owners on the southern border of the platted street, which is clearly identified on the map the petitioners provided.

Page 14 to follow is the document DeAnna read at the December 20th hearing, but was not allowed to submit it into the minutes.

Page 15 and 16 are two documents we submitted prior to the December 20th hearing, but were flooded and lost in a sea of other documents.

Pages 17 and 18 will be discussed by Steve during the hearing.

Please take the time to familiarize yourself with all of the facts and truths of this matter. We believe you will also see the transparency of immense wrong doing if the petitioners are granted their quest.

It is not for the public good, nor in the public's best interest.

Respectfully submitted,

Steve and DeAnna Galbraith

I need to city council copy 16
VC-02-16

Traffic Safety Committee minutes of November 16, 2016 (Exhibit A)

These meeting minutes were not yet posted to the public when I drafted my letter of opposition. The Traffic Safety Committee was not provided full and accurate information to base their discussions and decision to proceed. The committee was misled by the Cases choice to hide important facts, deceiving the committee members. Referring to these meeting minutes (Exhibit A), I DeAnna Galbraith, read into the minutes the following comments;

* Lisa Ailport reviewed a JRS Surveying record; Steve and I paid for that survey from JRS Surveying last summer to locate the alley for future utility placement. It wasn't until after we had the survey done which solidified our intentions to utilize the alley that the Cases submitted the vacate request to stop us from using the right of way. The Cases chose to be sneaky and not disclose the fact that we ordered and paid for that survey and are exploiting it for their profit.

* Referring to Don Lindsay's consideration about the tax benefit for additional city income; We hope to build 3 and maybe 4 rental houses on our investment land. Using the alley right of way to provide power and phone utilities to the new homes increases the city tax income and utility revenue far greater than the land value ever would.

* Referring to John Youngwirth's question if the Galbraith's are aware; That question is greatly appreciated. It is highly important to recognize that the Cases were aware of our intentions to use the alley. They did not move to vacate the alley until trying to stop us from using the asset. Their application saying there is no other need is false and bogus. There is need and they are aware.

* Referring to Foster's question if it will ever be needed in the future; The answer is YES! There is a great need for retaining the right of way under city ownership and control, and is the reason we had it surveyed. We had it legally located to include it in our land redevelopment plans, which have not been submitted to the city for review just yet.

* Referring to Lisa Ailport's comment about the Cases taking over city property does not necessarily warrant them the property by abandonment; The Cases are trying to stop all others from using it and gain it for their sole profit and benefit. There is current need and will be more uses for the property in the near future.

* Referring to Mike's good forethought about a pedestrian path and needing to have steps built; There are good concrete steps and a concrete pathways already built there. The concrete path on the alley leads from the alley to the concrete steps and dirt path that gracefully meanders down to platted North River Drive. The steps are beautiful for pedestrian use, which another person in the neighborhood has used to walk her dogs. Being hidden in the manner the Cases has achieved makes it difficult for other public to realize it is a shared asset. Steve and I also use the steps and pathways to access our own property up there too. The asphalt lane and pretty concrete pathways are already constructed with beautiful river and mountain views. The renters in the new homes could also utilize the steps and pathways on the City property. Please refer to the pictures Linda provided of the concrete areas and pergola (exhibits B and C). Those improvements are ALL on city property which she calls "her yard" in exhibit D. Linda and Bob should not be rewarded for such dishonesty and deception and the public assets should remain available for community use.

* Referring to Vic's comment about being satisfied the right of way does not serve the public currently or in the future; Because of the fraudulent approach the Cases chose by not to disclosing all of the information they are aware of, their trying to exploit the survey we paid for, and not providing a full and complete picture, the Cases do not have clean hands. The Cases knew we paid for the alley survey and are trying to spitefully manipulate it to solely benefit them.

* Referring to one more picture Linda Case provided (exhibit E); This picture shows a stack of rocks in the alley that can be easily removed with our back hoe to connect that end of the alley with the upper end for easy utility access and a through walking path.

Please realize that the Cases are very aware of the land development happening on our neighboring land. They are aware that we paid for the land survey to legally locate the alley and they are trying to keep the city assets completely for themselves and stop us and others from using them.

Vacating the alley would not be in the best interest of the public.

VC-02-16

Page 14 of 18 20

VC-02-16

Members of the City Council,

Pertaining to the matter of vacating the alley (VC-02-16) also known as Arapaho Alley, and giving the land to Bob and Linda Case, I Steve Galbraith, oppose the action.

If vacated, it would be difficult to access the power pole and transformer that feeds three different properties. If that transformer requires repair or replacement, that could force access through our property instead of the existing city right of way. It would also cause new work costs to increase because of more difficult access, which would be passed on to us for the work we have planned for our neighboring investment property.

For my investment property which borders the Case's property and the alley, the power has to be redirected. That location has an extremely old secondary power pole that needs replaced because of deteriorated condition, the height being too low for safety, and the lines cross over a portion of the Case's private land. Part of the power line is on a portion of the alley that the Cases are requesting to vacate. It would be beneficial to us if that dilapidated power pole, power line, and phone provisions are relocated fully onto the existing legal right of way, which is the alley.

I met with Dave Sims and Mike Klaus last summer about re-plotting and vacating the platted section of North River Drive between Boundary Street and Camas Street. Dave and Mike both agreed that they would like to re-plot the entire area and deal with the prescriptive-use North River Drive road surface through our property, but said they would let us proceed *only if* both parties (Cases and Galbraiths) came to agreement for everything. The Cases declined to agree.

At this point, it would be extremely unjust and inappropriate to act on the Case's request, only to benefit them. Their request should fall under the same guidelines of requiring agreement between both parties and be beneficial to all the public's best interest that the alley serves. Since it does not, we need to retain the alley right of way.

Therefore, I oppose this request to vacate the alley.

Very Respectfully,
Steve Galbraith

02/11/16

11:06 pm
dg

Page 15 of 18 20

VC-02-16

VC-02-16

Members of the City Council,

VC-02-16

In reference to the petition to vacate Arapaho Alley, I, DeAnna Galbraith oppose this action because it would adversely affect our neighboring home and investment properties.

Page 2 of their petition pictures a utility pole on the steep bank (Exhibit A attached), near the southern end of Arapaho Alley. Those utilities service multiple locations; our personal home, our neighboring investment properties, and the Cases. The alley *does* provide good access to that pole and was the access means during construction of the Case's and Galbraith's homes.

Last June Steve and I ordered a survey from JRS Surveying to include the Arapaho Alley right of way because we plan to use it for utilities to our neighboring investment property. The investment property borders the Cases on the Arapaho Alley side. After the survey solidified our intensions to utilize the alley, the Cases started this course of action to have the alley vacated. There *is* need for neighboring parties to utilize the alley and that need is the reason Steve and I invested in the expensive land survey, prior to this petition.

The secondary utility pole supplying power to our investment property is too short for safety, old, decayed, and in the way for the future plans. The pole needs replaced and relocated out of the way of re-development plans for those 13 lots. There is also a current problem of the utility lines crossing over land that Bob and Linda currently own, which will result in a future dispute when it comes time to do the work for relocating the pole and the lines across their land. If Arapaho Alley is vacated, it will compound the issue further. Because the utilities may supply more than one house when the re-development is complete, we plan to relocate the utilities onto the Arapaho Alley right of way, which is why we had the alley surveyed last summer.

Bob and Linda have integrated large amounts of city property on three sides around them for their personal use, solely in their best interest. They've encroached onto Boundary Street, Platted North River Drive and Arapaho Alley as I've indicated in Exhibit A. I watched Steve help them measure the city right of ways before they submitted their original house building permit, so they are fully aware of their encroachments. They built landscape structures and barriers on city property that are partially indicated in their documentation but are not pictured or adequately described. They chose not to obtain city permissions, submit permits, or conform to required set-backs. They violated city codes and requirements and should not be rewarded for doing so, because it will punish us. Their landscaping items are the only things that impede Arapaho Alley.

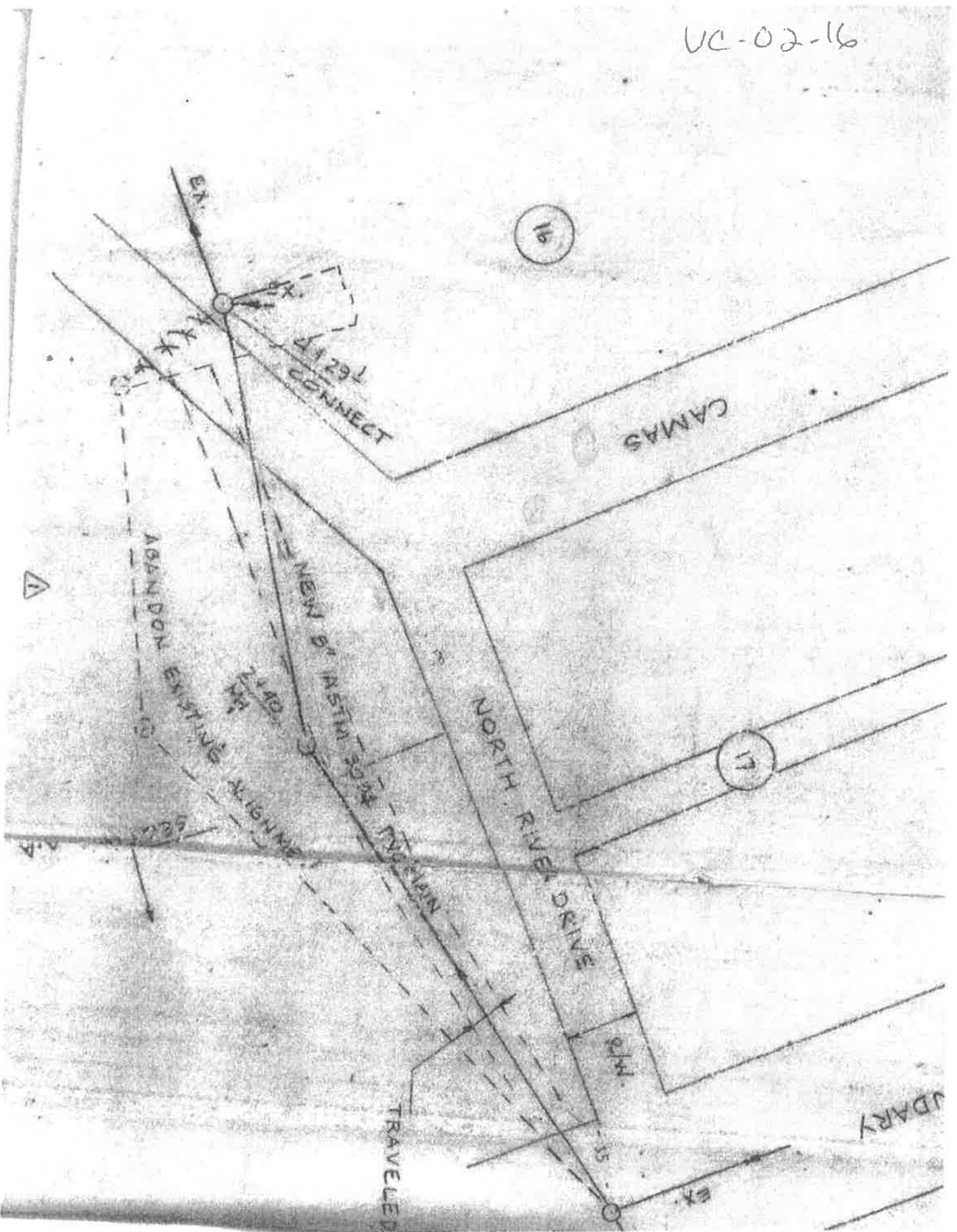
We've hosted multiple meetings trying to reach agreement beneficial to both parties for these issues. Recently Steve and I offered to give the city more land from our private home if a vacate agreement included the platted North River Drive, and then we would swap some land with the Cases. That plan would have *substantially* benefited them as well as provided a good pathway for us to relocate the utilities along the property line we share, not to interfere with our re-development plans. They rejected all offers.

Therefore, we need to return to our best and first option of using Arapaho Alley. The Case's action to vacate didn't commence until after we conducted the land survey and after multiple attempts failed to reach agreement with them. There *is* need to regain and sustain access to the utility pole at the southern end which services multiple homes, in addition to neighboring parties utilizing the alley for future city utility placement.

Please do not vacate the alley to their sole benefit. It would adversely affect our neighboring properties that have existing need and plan future use of the asset; therefore it is not in the best interest of the neighboring public.

VC-02-16

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Power - from power pole @ southern end of Apache Alley
 Water - ? from N.W. corner of 80' lot 12 ??
 Sewer - Use existing

VE-02-16

State of Colorado } ss.
 County of Summit }

Know all men by these presents that we, Merrill Wright and Margaret Wright, his wife do hereby do to the public, for the use of travel, the Streets, Arteries and other of this described and extended plat, of the Township of Bonners Ferry, Idaho, located in lot four (4) of the NE 1/4 of NW 34 Section 27, T22 R12E B1M; bearing thence to the ground the right to use and control said Streets, Arteries and other, except that portion in which shall have been acquired within the limits of said Township or plat one (1) as contained, by further passing the right to the grounds to the use of the exclusive use for all time, of said Streets, Arteries and other for the purposes of establishing and operating any and all kinds of Street car lines, trolley, trolley and electric lines. Witness our hands and seals this 10th day of April, 1910.

Witness
 E. B. Anderson
 E. B. Anderson
 E. B. Anderson

Merrill & Margaret (Seal)
 Margaret Wright (Seal)

(Seal)

Witness My hand and Notarial Seal this 10th day of April, 1910 My commission expires December 30, 1912.
 Notary Public
 Wallace E. Williams

State of Colorado } ss.
 County of Summit }

Personally appeared before me this day, Merrill Wright and Margaret Wright, his wife, the persons who signed the foregoing plat, and they acknowledged that they signed, sealed and delivered the same as their free and voluntary act and deed for the uses and purposes therein set forth, and I certify that the said plat is a true and correct copy of the original as presented for the uses and purposes therein set forth.

My 12 1910. Witness my hand and Notarial Seal this 6th day of April, 1910. My commission expires January 28, 1911.

Wallace E. Williams
 Notary Public

(Seal)

I hereby certify this is a correct copy of the Survey of BONNERS FERRY as made by me.

John W. Ashby
 Licensed Surveyor

STATE OF IDAHO
 JOHN W. ASHBY
 Licensed Surveyor



VE-02-16

VC-02-16

In response to Linda Case's letter entered on March 14, 2017;

The Galbraith's are NOT asking the city to develop Arapaho Alley or use City money. We would pay for what is necessary for the utilities at our personal expense, as a benefit to the public. These utilities that will support existing and future recipients in our investment property will also benefit the public.

Many people can claim improving their landscape and encroaching upon public property is an asset to the City. All of those people also pay taxes on those encroachments which benefit the City. It does not entitle everyone, nor the Cases, to adverse possession or give them hostile takeover rights. Please do not reward them. Rewarding them will result in punishing us.

Vacating Arapaho Alley would be for the sole gain of the Case's, therefore is not in the best interest of the public. They can still continue to use the public asset for parking and driveway as they testified on December 20th and on this document. It would not be detrimental to them for the public right of way to have power lines above the asphalt.

Referring to taxes, it would be by far in the City's best interest to allow utilities to travel through that pathway designed by forefathers 125 years ago, which is still the best and most direct pathway today to reach the investment lots we propose for additional homes. Please see the map on page 19 City planners had excellent foresight to provide for today's use too, not just for 100 years ago.

For North River Drive, if vacated and given 50/50 to both landowners, puts the property back on the tax roles that we would willingly pay as well.

To use Camas Street would require obtaining easement through private property and impose additional costs for setting more power poles and transformers at our expense. An unreasonable burden for us and others.

We already address safe road building methods in a different part of this document.

The phone line referred to is stapled to trees on private property we do not own and needs improved. The most logical means of access is to use the existing public right of way of Arapaho Alley.

Bob and Linda have encroached on our private property with their patio, landscaping, and a rock wall. Now they seem to be asking the City to support them in that endeavor by taking away our access to that portion of our land for removing their encroachments. We must remove their encroachments and stop them from using our land which also stops them from gaining adverse possession of our property. Please remember it is public land bordering our land – it is **not** the Case's private property.

We paid for a land survey last summer to establish our property lines and have marked our boundaries. It seems this legal process has angered them against us. It is not stalking and is fully legal.

Steve did assist in the very early stages of construction of their home because of Linda's multiple pleas and requests. The Case's were living in another state back then. Steve told them they should have permits and they said they did. Now they're trying to use his giving nature and kindness against him to claim everything his fault. They may be making this personal against us. We have done and do not plan to do anything illegal.

Please do not reward them for breaking the law. It rests solely on them, being of their own actions or inactions.

Pg 19 of 20

In response to Robert Case's letter entered on March 14, 2017;

Robert (Bob's) Case's stocking accusations and defamation of character posted in this public manner will be presented to our attorney and addressed through a different format and venue.

We encourage the City not to get involved by letting the Case's drag you into being inserted this way.

His accusations that we are, have in the past, or might intend to "bodily harm" them in any way is unfounded. Everything we have done is completely legal and upright through completely legal means and channels.

Also please recognize that the Case's do not have clean hands. Bob's letter sounds as though they are innocent of all things and are bystanders. They are the ones trying to stop us from using public lands for the needed utilities to our investment property and are throwing the biggest stones trying to inflict financial harm on us in retaliation. We also have a rightful and lawful claim to 50% of the valuable platted North River Drive property if vacated. Bob's attempt to decimate our character and make this a personal attack should not be rewarded.

We have never trespassed on their private property.

Please remember they are trying to convince you that they have rightful use for some of our property in that area, in addition to their insinuating control over and sole use of public property. Bob's picture also includes a portion of our private property that they've encroached upon. Because it 'looks' seamless is very deceptive.

Bob's good work history and age is not in question and is not applicable in this matter. Other people claiming hostile takeover of public property may have good work histories and served in different ways too. It does not earn them the right to be given valuable public property and deprive neighboring properties and public from the same benefits. It would be unlikely to find any previous awards of public lands being given to any individual because of their private work history from which he is fully compensated in wages and retirement benefits or due to their age.

They cannot blame Steve and hold him responsible and accountable for their own failures and bad choices to disregard City codes. Steve told them they should have permits and they claimed they did back then.

It is a *he said - she said* argument for them to say otherwise. Linda begged for help from her caring and thoughtful brother because they lived out of State. He stepped up to help them.

As Judge Judy says "No good deed goes unpunished" and that kindness is now being exploited against him. They do not have clean hands and should not be rewarded.

Bob's chair picture also includes part of our property that they've encroached and incorporated there.

Please do not vacate North River Drive solely to them. That is not equitable for us. Should the Council decide to vacate North River Drive, we also own property bordering that section and need to retain 50% in order to retain access to our property to remove their encroachments from our land.