

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

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

#### **Vision Statement**

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

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**November 4, 2014**  
**6:30 p.m. P&Z Fee Workshop**  
**7:00 p.m. Regular Meeting**

#### **PLEDGE OF ALLEGIANCE**

#### **PUBLIC HEARING**

#### **PUBLIC COMMENTS**

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

#### **GUESTS**

Josh Knaggs – Art Show

#### **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 October 21, 2014 Council Meeting Minutes

#### **OLD BUSINESS**

5. City – Third Reading of Ordinance Amending City Code Title 2, Chapter 1 (attachment)
6. City – Adopt Ordinance #544 Amending City Code Title 2, Chapter 1 (attachment)

#### **NEW BUSINESS**

7. City – Approve Special Event Permit for Josh Knaggs for Art Show at Soulshine, 6428 Kootenai Street on December 5, 2014 (attachment)
8. City – Approve Special Event Permit for Swish 3 on 3 Basketball Tournament from July 10 to 11, 2015 Downtown (attachment)
9. City – Approve Catering Permit for Kootenai Tribe of Idaho dba Kootenai River Inn for the Ducks unlimited Banquet on November 7, 2014 at the Fairgrounds (attachment)

10. Fire – Approval John Savage as Volunteer Fireman
11. Water – Commit to Replacing Northside Rectangular Water Tank (attachment)
12. Water – Authorize Mayor to Sign Professional Services Contract with Nancy Mabile for Community Development Block Grant Writing and Administration (attachment)
13. Water – Authorize Mayor to Sign Contract with Liquid Engineering Corporation for Cleaning and Inspecting Water Tanks (attachment)
14. Garbage – Discuss Garbage Contract and Garbage Ordinance
15. Golf – Authorize Mayor to Sign Agreement Addendum for Kootenai View Golf Resources, Inc. (attachment)
16. City – Discuss Additional Days off for the Holidays (attachment)
17. City – Discuss the Christmas Party
18. City – Adopt Fair Housing Resolution (attachment)
19. City – Adopt Citizen Participation Plan (attachment)
20. Golf – Discuss Logging near the Golf Course (attachment)
21. City – Discuss Fee Increase Hearing and Set Date (attachment)

#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

Consider hiring a public officer, employee, staff member or individual agent.

- (a) 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.
- (b) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (c) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (d) 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.
- (e) 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.
- (f) 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.

#### **ADJOURNMENT**

#### **NEXT MEETING DATE**

#### **INFORMATION**

22. Water – Idaho Community Block Grant Hearing on November 18, 2014 at 7:00 p.m. (attachment)
23. Water/Sewer – Rate Increase Hearing on November 18, 2014 at 7:00 p.m. (attachment)
24. Street – Cleanup Week November 3 through November 10, 2014 (attachment)
25. Electric – ICUA Winter Conference in Boise January 12 through January 14, 2015 (attachment)
26. Water – Article "Saving Rural Idaho" (attachment)

RESOLUTION # \_\_\_\_\_

DESCRIPTION	FEE
<b>LAND USE APPLICATIONS</b>	
Annexation	500.00 + actual cost of professional service after the original fees are expended.
Comprehensive Plan Admendment (Map or text)	500.00 + actual cost of professional service after the original fees are expended.
Special Use Permit	500.00 + actual cost of professional service after the original fees are expended.
Modification to a Special Use Permit	250.00+ actual cost of professional service after the original fees are expended.
Zone Change	500.00 + actual cost of professional service after the original fees are expended;
Variance	500.00 + actual cost of professional service after the original fees are expended.
Resubmittal Fee	250.00+ actual cost of professional service after the original fees are expended.
Citizen Intiated Code Amendment	500.00 + actual cost of professional service after the original fees are expended, including ordinance publication costs
Extension Request	250.00 + plus actual cost of professional services.
<b>FLOODPLAIN</b>	
Floodplain Site Visit	150.00 per site visit
Floodplain Determination	50.00
Development Permit -	50.00 + Actual cost of professional service after the original fees are expended.
Floodplain Variance	500.00 + Actual cost of professional service after the original fees are expended; in addition the applicant is also responsible for any and all cost of notice and publication
Floodplain appeal	250.00 + Actual cost of professional service after the original fees are expended.
Subdivision Plan Review	Covered within the Subdivision fee
Plans Review	Actual cost of professional service
<b>DRAINAGE PLAN</b>	
Drainage plan review for Commercial or Industrial Site Development	300.00 + Actual cost of professional service after the original fees are expended.
Drainage plan review for landuse applications	100.00 + Actual cost of professional service
<b>SUBDIVISION/PLATTING</b>	
Pre-application meeting	100.00 + Actual cost of professional service
Preliminary Plat Application	500.00 + 50.00/lot + actual cost of professional service after the original fees are expended.
Minor Plat Application	250.00 actual cost of professional service after the original fees are expended.
Final Plat Review	100.00 + Actual cost of professional service and recording or processing fees with the County , including County Surveyor fees
Final Plat Recheck	100.00 + Actual cost of professional service
Vacation of Right of way Title 40	250.00 + Actual cost of professional services and publication costs
Vacation of Right of way Title 50	250.00 + Actual cost of planner and civil counsel review; and all cost for notice and publication
Surety Agreements	100.00 + plus actual cost of professional services.
Development Agreements	100.00 + plus actual cost of professional services.
Resubmittal Fee	250.00+ actual cost of professional service after the original fees are expended.
Extension Request	250.00 + plus actual cost of professional services.

<b>OTHER</b>	
Site Visits/project mtgs at the request of the landowner	\$50.00/hr
Zoning Admin appeal	100.00 + Actual cost of professional service
Zoning Intrepretation	100.00 + Actual cost of professional service
Non-conforming determination at the request of the landowner	100.00 + Actual cost of professional service

\* All pass through fees are hourly rates based on the professional service rendered. Rates are subject to change at any time and for any reason

Professional Planner \$50.00-100.00/hr

\*\* All publication and noticing cost may also be passed along to the applicant for any application that requires noticing to adjacent property owners.

Professional Surveyor \$100.00-140.00/hr; Attorney \$200.00-250.00/hr

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITH BONNERS FERRY CITY CODE TITLE TWO, CHAPTER ONE, CONCERNING THE PLANNING AND ZONING COMMISSION; PROVIDING FOR COMMISSION SIZE; PROVIDING FOR TERM OF SERVICE FOR COMMISSION MEMBERS; PROVIDING FOR MEMBER REMOVAL; PROVIDING COMMISSION ORGANIZATIONAL GUIDELINES; PROVIDING FOR EXPECTATIONS OF MEMBERS; PROVIDING FOR TIME LIMITATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to amend and enact new provisions within Bonners Ferry City Code Title Two, Chapter One, for the purpose of clarifying the existing chapter and making changes deemed to be in the best interest of the citizens of the City of Bonners Ferry including enacting standards of service for appointed Planning and Zoning Commission members, enacting organizational guidelines for the Commission and enacting term of service lengths.

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

**Section 1: That Bonners Ferry City Code Section 2-1-2 is hereby amended to read as follows:**

- A. Appointment: ~~The commission shall consist of seven (7) members, appointed by the mayor and confirmed by the council.~~ The commission shall consist of minimum of five (5) and not more than seven (7) members, appointed by the mayor and confirmed by the council.

**Section 2: That Bonners Ferry City Code Section 2-1-3 is hereby amended to read as follows:**

- A. Residency: Appointed members of the commission must comply with a residency requirement as established from time to time by the legislature, and must remain a resident of the city during service in the commission.
- B. Term: Term of office for the first appointed members shall be four (4) members serving for four (4) years, and three (3) members serving for ~~two (2) years~~ three (3) years. Thereafter, the term of office for each appointed member shall be four (4) years.
- C. Consecutive Terms: No person shall serve more than two (2) consecutive terms ~~without specific concurrence by two-thirds (2/3) of the city council adopted by motion and recorded in the minutes.~~
- D. Vacancies: Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the council.
- E. Removal: Members may be removed after a majority recommendation vote of the commission or by majority vote of the city council. Removal of a member shall be for good cause, as outlined below:

1. Failure to attend 3 consecutive meetings or 6 of the 9 monthly schedule meetings within the calendar year, without cause or dismissal by the Chair,
2. Blatant violations of City Code, procedural due process or Idaho Code, or
3. Violations of conflicts of interest.

**Section 3: That Bonners Ferry City Code Section 2-1-4 is hereby amended to read as follows:**

- A. Officers: At the first meeting, the commission shall elect a chairman and create and fill such other offices as may be deemed necessary.
  1. The commission, shall at a regular meeting elect a chairman and create and fill such other offices as may be deemed necessary. The commission shall elect a chairman yearly, or within twelve (12) months of the previously elected chair.
  2. A commission may establish subcommittees, advisory committees or neighborhood groups to advise and assist in carrying out the responsibilities under this chapter. A commission may appoint nonvoting ex officio advisors as may be deemed necessary.
- B. Procedural Regulations: Written procedural regulations consistent with the laws of the state for transaction of business and hearings shall be adopted by the commission.
- C. Meetings:
  1. Regular Meetings: At least one regular meeting shall be held each month for not less than nine (9) months in a year.
  2. Special Meetings: Special meetings may be called by the chairman or two (2) members of the commission as determined necessary pursuant to giving notice in the manner provided by law.
  3. Open Meetings: All meetings shall be open to the public.
  4. Quorum: A majority of resident members of the commission shall constitute a quorum.
  5. Record: A record of all meetings shall be kept and maintained.
- D. Expectations; Removal of a Member: It is expected that a member of the Planning and Zoning Commission attend monthly meetings and special as set by the commission. At least one (1) regular meeting shall be held each month for not less than nine (9) months in a year. Failure to attend monthly meetings and special meeting as set by the commission may result in removal of the commission member by a majority vote pursuant to §2-1-3E.

**Section 4: That Bonners Ferry City Code Section 2-1-6 is hereby amended to read as follows:**

~~When the council directs a problem to the planning and zoning commission for action, the commission shall submit its reply to the council within twenty (20) days of the date it received the request from the council. When the council directs a problem to the planning and zoning commission for action, the commission shall submit its reply to the council within forty five (45) days, of the date it received the request from the council.~~

**Section 5: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision

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

**Section 6: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor

Attest:

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

ORDINANCE NO. 544

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITH BONNERS FERRY CITY CODE TITLE TWO, CHAPTER ONE, CONCERNING THE PLANNING AND ZONING COMMISSION; PROVIDING FOR COMMISSION SIZE; PROVIDING FOR TERM OF SERVICE FOR COMMISSION MEMBERS; PROVIDING FOR MEMBER REMOVAL; PROVIDING COMMISSION ORGANIZATIONAL GUIDELINES; PROVIDING FOR EXPECTATIONS OF MEMBERS; PROVIDING FOR TIME LIMITATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

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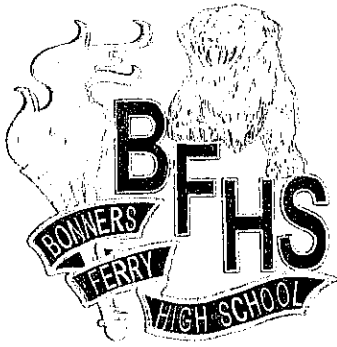
APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_  
day of \_\_\_\_\_, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
Mayor

Attest:

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



# BONNERS FERRY HIGH SCHOOL

6485 Tamarack Lane  
Telephone 208-267-3149

Bonnors Ferry, Idaho 83805  
Fax 208-267-5171

To whom it may concern,

My name is Josh Knaggs and I teach art at Bonners Ferry High School. In the interest of continuing my education and offering a rich learning experience for our county's youth I have been working on a master's degree in teaching art.

Part of my requirements to graduate is putting on a final art show, displaying my body of work I have created in the past year and a half. I have been in contact with local businesses and decided that I will show my work at Soulshine on Friday, December 5<sup>th</sup>, 2014.

Both the owner and I agree that the show has the potential to outgrow the space quickly. I have talked to the police lieutenant chief about closing the section of street in front of the restaurant to accommodate the guests, and contacted the fire chief about putting heat sources in said street to keep my guest warm, as the date will find the weather quite crisp. I would also like to offer my guests snacks and adult beverages. The owner of Soulshine is going to get a caterer with a permit to serve the alcohol.

I will be attending the city council meeting at 7:00pm on November 4, 2014 to present my proposition in greater detail and answer any questions the council may have.

Thank you for your time and future considerations,

Sincerely,

Josh Knaggs  
Art Educator  
Bonners Ferry High School  
208.610.0069

CITY OF BONNERS FERRY, IDAHO  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)

RECEIVED  
OCT 20 2014  
CITY OF BONNERS FERRY

Date of Application: October 20, 2014  
License Issued to: Josh Knaggs  
Business Name: N/A  
Mailing Address: 707 Ruth Sandpoint ID 83864  
Physical Address: same  
Phone Number: 208-610-0069  
Type of Event: Art Show  
Dates of Event: Dec 5th, 2014  
Location of Event: Soulshine (Downtown Bonners) 6428 Kootenai St  
Time of Event: 7-10 pm

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

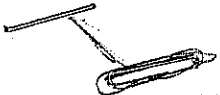
Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant: [Signature]  
Printed Name: Josh Knaggs  
Office/Title: none

Office Use:

Fee Paid: \$135 Date: 10-2014 Receipt No. 11699-5  
Approved By: \_\_\_\_\_ Date: \_\_\_\_\_

2014-17



**CITY OF BONNERS FERRY, IDAHO**  
 APPLICATION FOR CITY SPECIAL EVENT PERMIT  
 (REQUIRED UNDER ORDINANCE NO. 468)

Date of Application October 24th  
 License Issued to: Boundary County Parks + Recreation  
 Business Name: \_\_\_\_\_  
 Mailing Address: P.O. Box 3044  
 Physical Address: 7171 5th St.  
 Phone Number: 208-304-3603  
 Type of Event: Swish 3on3 Basketball Tournament  
 Dates of Event: July 11th  
 Location of Event: Downtown Main St.  
 Time of Event: July 10th - setup 6:00pm thru July 11th 8:00pm

**RECEIVED**  
 OCT 24 2014

CITY OF BONNERS FERRY

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

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- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

**Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.**

Authorized Signature for Applicant Anne Tompkins  
 Printed Name Anne Tompkins  
 Office/Title Sports Director

Office Use: \$135

Fee Paid [Signature] Date 10-24-14 Receipt No. 1702-59

Approved By \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED

OCT 28 2014

CITY OF BONNERS FERRY

**CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION**

Owners Name: Kootenai Tribe of Idaho

Business Name: Kootenai River Inn

Business Address: 7169 Plaza  
Bonnors Ferry, ID 83805

State Beverage License Number: 3977

I hereby request a catering permit for the following dates: 11/7/14

from the hours of 3 a.m./p.m. to 12 a.m./p.m. at the

following location: Fairgrounds

Catering will be done for the following group or organization sponsoring the event: Ducks Unlimited

Type of Event: Banquet

Wine:  Beer:  Hard Liquor:

Signature of the Licensee: Murreleen Steen Date: 10/28/14

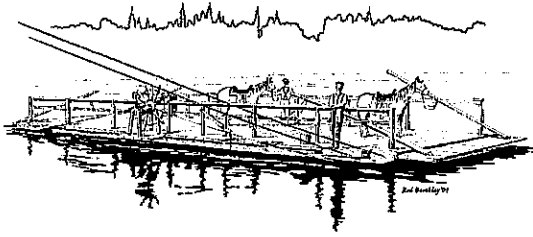
Printed Name: Murreleen Steen

Address: 7169 Plaza Phone: 267-8511

Date Submitted to City Council: Nov. 4. 2014

**A non-refundable fee of \$20 per day is required with the application**

Please make check payable to: City of Bonners Ferry  
P. O. Box 149  
Bonners Ferry, ID 83805



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 31 October 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: North Side Rectangular Tank.

In working through the issues with the Subject Tank there have been several questions that we have been able to clarify.

First is the tank size, as explained in the attached memo from Welch Comer they are recommending a 350,000 gallon tank if we want to plan for growth and have the ability to take the circular north side tank out of service in the future.

Second is the engineer's estimate of cost based on the 350,000 gallon size and including replacing the supply line that is at the end of its useful life. The estimate for both of these projects is \$877,000 with all engineering and significant contingencies.

The financing option that has been previously discussed is to add approximately \$530,000 to the interdepartmental loan for the District 1 Line and the Clarifier. These currently have an outstanding balance of \$309,051.48, and payments of \$109,259.09 at 3% interest with the final payment in 2017. If we were to effectively refinance this for \$900,000 for 8 years we would extend this loan for 5 years and maintain approximately the same payment amount.

This scenario does assume a CDBG grant of approximately \$350,000 for which we are currently soliciting support letters.

If this proposal is the desire of the City Council and to facilitate the grant application we would recommend the council consider a vote clarifying the City's intent to replace the Subject Tank pending award of the grant.

SJB

## PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 2nd day of September, 2014, between the City of Bonners Ferry, whose address is 7232 Main Street, PO Box 149, Bonners Ferry, Idaho, 83805, herein referred to as "the City" and Nancy Mabile, whose address is PO Box 3580, Post Falls, Idaho 83877, herein referred to as the "Contractor", Witnesseth:

WHEREAS, it is the City's desire to engage the Contractor to render professional services for CDBG grant writing and administration for the City; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the City to enter into an agreement with the Contractor as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR. The City agrees to engage the Contractor, and the Contractor agrees to perform the income survey for the City.
2. EMPLOYEE-EMPLOYER RELATIONSHIP. The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system or social security (FICA) withholding.
3. CONTRACTOR'S INSURANCE. The Contractor warrants that it has obtained, and will maintain at its expense for the duration of this Contract, comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.
4. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract is retroactive to October 1, 2014. The services to be performed by the Contractor will be completed no later than March 31, 2016.
5. SCOPE OF SERVICES. The Contractor will perform the services as identified and explained on Attachment "A" Scope of Work. It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the financial officer for the City, including legal advice, fiscal audits or assistance with activities not related to the project.
6. COMPENSATION. For the satisfactory completion of the services to be provided under this contract, the City will pay the Contractor a sum set forth in Attachment "A".
7. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or

degree with the performance of its services hereunder. The Contractor further covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest arise, it will be disclosed and managed accordingly.

8. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not sub-contract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any sub-contractor or assignee will be bound by all of the terms and conditions of this contract.
9. TERMINATION OF CONTRACT. This contract may be terminated as follows:
  - a. Termination for Convenience. This contract may be terminated in whole, or in part, when all parties agree that the continuation of the project is not in the best interest of all parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.
  - b. Termination for Cause. If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.
10. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the Contractor pursuant to this contract are to be the property of the City, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval.
11. REPORTS AND INFORMATION. The Contractor will maintain accounts and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Contractor. These records will be made available for audit purposes to the City or their authorized representative, and will be retained for four (4) years after the expiration of this contract.
12. INDEMNIFICATION. The Contractor waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Contractor's performance of this Contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Contractor's performance of this



Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

13. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

CONTRACTOR

CITY OF BONNERS FERRY

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Nancy Mabile, Consultant  
Title

David Anderson, Mayor  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## ATTACHMENT A

### SCOPE OF WORK

The City will pay the Contractor for performance of the services described below, unless that sum is subsequently changed by the agreement of both parties.

#### Grant Writing:

The City agrees to pay the Contractor a sum not to exceed \$4,500.00 for project planning, development, and writing an application for CDBG funding. This includes:

1. CDBG Full Application – Continually advise the municipality of the grant requirements; attend City Council and community meetings as needed to provide information; coordinate all elements of information required for the grant application; preparation of all funding source required Resolutions or Plans necessary for the grant application; initiate the Environmental Review as required by the grant funding program; hold public hearing on proposed grant-funded project as required by the grant funding program; and submit grant application in accordance with funding agency timelines. For services performed, a lump sum amount of \$3,500.00.
2. CDBG Addendum – Continually advise the municipality of the grant requirements; attend City Council meetings as needed to provide information; coordinate all elements of information required for the Addendum; submit the Addendum in accordance with funding agency timelines. For services performed, a lump sum amount of \$1,000.00.

#### Grant Administration:

The City agrees to pay the Contractor a sum not to exceed \$40,000.00 for grant administration activities. The following activities (1 thru 9) listed below will be contingent on the City receiving CDBG funding.

1. Project Set-Up (5%) – file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the City. For services performed, a lump sum amount of \$2,000.00.
2. Environmental Review (15%) – Conducting an environmental review that complies with 24 CFR Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record. Publishing and posting public notices. Gathering and tracking comments. Collecting any technical environmental studies from design professional. Debriefing City on the review. Establishing mitigation measures. Securing IDC's environmental concurrence. For services performed, a lump sum amount of \$6,000.00.

3. Acquisition and Relocation (0%) – Ensure the City complies with the Uniform Relocation Assistance and Real Property Acquisition Policies Act for any property, permanent easements or long-term leases acquired for the CDBG project. Completing the grantee's anti-displacement and relocation plan, touring of the project site, determining acquisition activity, ensuring grantee meets either the voluntary, basic, or donation requirements as per the Uniform Act. Meeting with property owners. Submission of documentation. The department's review and approval of process. For services performed, a lump sum amount of \$0.00.
4. Labor Monitoring (25%) – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. Duties include, but are not limited to educating contractors about the labor requirements, providing labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, requesting additional wage classifications, reviewing and tracking payrolls, conducting employee interviews on-site or mail, traveling to project site, observing workers, comparing payroll information to interview, documenting payroll reviews, identifying and investigating errors with contractor, reporting and facilitating the correction of errors or problems to Commerce, and completion of required labor reports. For services performed, a monthly amount of \$2,000.00 based on five (5) months. A lump sum amount not to exceed \$10,000.00.
5. Project Monitoring during procurement and construction (20%) – Assist the City in setting up the procurement and then the selection of contractors in accordance with CDBG requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. Financial management duties which includes coordinating contractor and design professional pay applications, preparation of CDBG request for funds, submission of request to IDC and ensuring proper disbursement of CDBG expenditures. For services performed, a monthly amount of \$1,600.00 based on five (5) months. A lump sum amount not to exceed \$8,000.00.
6. Civil Rights–Equal Access (15%) – Completing CDBG civil rights activities and documents. Duties include explain and educating contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. Submission of RFP to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor / Sub-contractor Activity Report. Assisting the City in conducting a Limited English Proficiency (LEP) four-factor analysis. Submission of City profiles. Promoting disadvantage business enterprises and fair bidding practices. Ensure public display of EEO posters. Completing CDBG civil rights activities and documents. For services performed, a lump sum amount of \$6,000.00.
7. Fair Housing Plan (5%) – Helping to ensure the City is taking steps to affirmatively further fair housing. Duties include ensuring the City understands and adopts the fair housing resolution, proclaiming fair housing month, and displaying fair housing information. Assisting and guiding the City in completing a fair housing assessment including identifying impediments and actions to mitigate an impediment. For services performed, a lump sum amount of \$2,000.00.

8. 504 Analysis and Transition Plan (5%) – Assisting the City in conducting a self-evaluation of its facilities, services, and programs. Helping to develop and implement a transition plan and the effective communication checklist. Ensuring the City has in-place a 504 coordinator, non-discrimination policy and grievance procedure. For services performed, a lump sum amount of \$2,000.00.

The total amount paid in progress payments as listed above shall not exceed ninety (90%) percent of the total compensation sum.

9. Project Close-Out (10%) – Documentation that the City has met their CDBG national objective and contractual performance requirements. Completing for review and signature CDBG closeout documents. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved. The department's approval to close out. For services performed, a lump sum amount of \$4,000.00.

Penalty: The contractor shall lose \$2,000.00 or 5% of the total contract amount whichever is greater for each Finding of Non-Compliance or Finding of Violation attributable to the Contractor's performance.

Payment: The Contractor will invoice the City upon completion of the above-specified activities, with the exception of items 3-Construction and 4-Project Monitoring outlined above, in which the Contractor shall bill monthly for services performed.

Performance of Staff: The Contractor will be responsible for the successful performance and completion of services by assigned staff as specified in the scope of work. The Contractor will certify staff work is complete and in compliance with all CDBG program requirements prior to requesting payment for services.



Fax - (406) 651-0120

Proposal Number

47637

Please reference the Proposal  
Number above on all Purchase  
Orders issued.

## Scope of Work - In Service Maintenance

This Potable Water System Proposal is made this date, by and between **City of Bonners Ferry** of the state of **Idaho**, (hereinafter "Client") and **Liquid Engineering Corporation**, of **Billings, MT**, (hereafter "LEC"). LEC will provide all labor, specialty equipment and insurance to professionally evaluate your facilities.

### In Service Inspection

**NOTE:** For proper documentation of the interior floor, LEC recommends removal of sediment prior to inspection.

Interior and exterior inspections will review structural, sanitary, safety, security and any installed coating conditions. Reporting will be provided based on water tank inspection criteria, referencing applicable OSHA, EPA, AWWA, TCEQ and NFPA requirements. Minimum items examined will include ladders, shell, roof, vent, manways, welds, seams, foundation, anchors, safety systems, hatches, external overflow and plumbing.

Underwater interior video documentation will be completed with real-time, closed circuit, high-resolution color underwater video equipment. All pertinent findings will be recorded on DVD format (including Dive Maintenance Technician's findings and narrative summary).

Services will include detailed interior video documentation of the potable water tank(s) / clearwell(s) as described on page two (2).

### In Service Cleaning

In Service removal of accumulated bottom sediment is accomplished using LEC's proprietary HydroDyne™ cleaning equipment. Normal cleaning prices provided include removal of sediment accumulations up to the first three inches (3") in depth or cubic yards given on the reservoir information breakout.<sup>1</sup> Material that cannot be vacuumed with LEC's HydroDyne™ (e.g., concrete, gravel, misc. materials or compact sediment requiring the use of a hand nozzle), is considered debris. Cleaning includes up to one hour of debris removal per tank at no additional charge.<sup>2</sup>

For normal cleaning operations, client shall make available an approved discharge location (sewer, cofferdam, etc.) within 300' of the reservoirs access hatch. (Site-specific discharge recommendations can be provided by LEC upon request).

**Underwater Operations** - All Dive Maintenance Technicians and associated in-tank equipment are fully disinfected in accordance with AWWA Standard C652-02. All system entries will be conducted in accordance with applicable OSHA regulations pertaining to Diving and Confined Space; including 1910.401 thru 1910.441. Specialty equipment May include but is not limited to: appropriate OSHA climbing and personal fall protection, AWWA and ADC approved commercial diving equipment, dedicated to in-service potable water operations.

### Reporting

The deliverable provided on site will consist of LEC's report, including summary recommendations and Immediate Needs Assessment™, which documents discrepancies that require urgent action and is supplemented by the interior DVD documentation.

If requested, within approximately 45 days of completion of the onsite work, LEC's formal report will be delivered. This additional documentation will include a comprehensive listing of all discrepancies found, with corresponding photos and recommendations provided by LEC's specialists. Any cost estimates provided are estimated based on services provided by LEC and its specialists. This report will be delivered in the form of a digital PDF document. If a bound hard copy is requested, additional costs may apply. Costs for this bound report, without a professional engineers stamp are given on page 3. If necessary, reports can be signed and stamped by a licensed professional engineer for an additional charge.



**Assumptions** - Based upon information obtained via the systems interview conducted for your facility, the following assumptions were made. Should conditions vary from those stated, additional charges could apply.

- Prior to arrival, and during underwater operations, water level in tanks / clearwells to remain full.<sup>3</sup>
- Client's Point-of-Contact will be available for access, as well as authorization of any additional requested work.
- Facilities are accessible with LEC's standard truck/trailer combo (overall length - Crew Cab = 23' / Trailer = 22").<sup>4</sup>
- Access into tanks / clearwells are sufficient for man entry (i.e. 24" dia.), with no obstructions in the hatchway.
- Exterior inspections will be performed from the ground, installed ladders and exterior roof while utilizing installed ANSI & OSHA-certified personal fall protection equipment, without additional scaffolding or rigging.
- There are no Special discharge requirements (i.e. long distances / permits).
- For Assessments Only - to avoid additional setup, any requested cleaning will be authorized prior to diver entry.

**Miscellaneous**

All services provided by LEC will be completed in a professional workmanlike manner according to the Terms and Conditions of this Proposal. Any alteration or deviation from the Terms and conditions of this Proposal, or additional services involving additional costs, will be completed only upon written authorization by Client or Client's Authorized Representative.

This Proposal is contingent upon weather, delays, or other matters beyond LEC's control. Client will carry fire, tornado and other necessary insurance. LEC will provide all other required insurance coverage, including, but not limited to, General Liability, Employer Liability, Pollution and Workmen's Compensation Insurance during all operations (certificate of insurance available upon request).

**Reservoir Information**

<u>Tank</u>	<u>Capacity</u>	<u>Dimensions</u>	<u>Type</u>	<u>Cubic Yards included (If Cleaned)</u>
Tank 1	220,000	14' high x 52' dia.	Concrete - b/g	19.5 (3 inches)



**Proposal Number**  
**47637**

Please reference the Proposal  
Number above on all Purchase  
Orders issued.

**Pricing - Please sign under the service you are requesting (only one signature will be accepted).**

Inspection & Reporting	\$ 2,330.00
Community Discount*	\$ (205.00)
<b>Total after Discount</b>	<b>\$ 2,125.00</b>
City of Bonners Ferry P.O. Box 149 Bonners Ferry, ID 83805	
By: _____	
Title: _____	
Date: _____	

Cleaning / Inspection & Reporting	\$ 3,050.00
Community Discount*	\$ (265.00)
<b>Total after Discount</b>	<b>\$ 2,785.00</b>
City of Bonners Ferry P.O. Box 149 Bonners Ferry, ID 83805	
By: _____	
Title: _____	
Date: _____	

**\* The Community discount shown above will be applied if all work is completed with other locally scheduled work.**

**RIDERS - Additionally Requested Services**

(Billed upon completion, as necessary and requested)

*Initial to accept*

Digital Formal Written Report (As described on page 1 of proposal)	\$ 275.00 / tank
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*All pricing above does not include Local, State, or Franchise Taxes - if any.*

*(Prior written approval will be obtained from Client's Authorized Representative for any additional Charges outside the Scope described herein)*

- Bottom sediment in excess of three inches or cubic yards stated above will be removed at \$ 42.00 per cubic yard.
- Debris removal in excess of one hour per tank will be charged at a rate of \$ 425.00 per hour.
- Unscheduled delays, which are a direct result of the utility's obligations (i.e. access and water level), may incur standby charges.
- Access requiring portable set-up (i.e. truck only), will incur an additional setup/tear-down charge.

This Proposal, when executed by both parties, shall constitute a binding agreement between the parties. The persons signing on behalf of Client and LEC hereby represent and certify that they are fully empowered to bind the respective parties to this Contract. Client acknowledges that payment is due and payable **Net 30 upon completion of onsite work**. Progress billing will be applied on any contract whose duration is longer than ten (10) days. A finance charge on past-due accounts is computed at a periodic rate of 1.5% per month, which is an annual percentage rate of 18%.

In the event Liquid Engineering Corporation is required to bring suit to enforce its rights under this Agreement, to collect any and all payments due and owing under this Agreement, or to otherwise determine, protect or enforce its rights and remedies under the Agreement or at law or equity, Liquid Engineering Corporation will be entitled to recover from the client its reasonable attorney's fees, expert fees, costs and expenses incurred in connection therewith.

**LIQUID ENGINEERING CORPORATION**  
P. O. Box 80230  
Billings, MT 59108  
(800) 438-2187 Voice / (406) 651-0120 Fax

By:  - Fred Muller

Title: **Vice President - Operations**

Date: **August 25, 2014**

Note: This proposal may be withdrawn if not accepted within 90 days from the above LEC signature date.

**AGREEMENT ADDENDUM**

Reference is made to a certain agreement known as "Agreement with Independent Contractor" by and between the CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, "CITY," and Kootenai View Golf Resources, Inc., an Idaho corporation, "OPERATOR," and its principal shareholder, Ralph Lotspeich, said agreement being dated June 12<sup>th</sup>, 2014.

BE IT KNOWN that, for good consideration, the parties made the following additions to said Agreement and fully incorporate them as if contained therein:

The parties have compiled and reviewed the following list attached hereto as "Appendix C" and hereby agree that all items contained therein are the sole property of OPERATOR over which CITY shall hold no ownership interest. CITY shall have no obligation to repair or replace such property contained in the list, though CITY may purchase additional equipment at its discretion that shall be the sole property of CITY. All property contained in Appendix C shall be subject to the valuation and buyback provisions contained in the Agreement at Section VII entitled "Termination."

All other terms and provisions of said contract shall remain in full force and effect.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

**CITY OF BONNERS FERRY**

**KOOTENAI VIEW GOLF RESOURCES, INC.**

By: \_\_\_\_\_  
Dave Anderson, Mayor

By: \_\_\_\_\_  
Ralph Lotspeich, Principal Shareholder

Attest:

\_\_\_\_\_  
Kris Larson, Clerk, City of Bonners Ferry



APPENDIX C

**MIRROR LAKE GOLF COURSE INVENTORY AND EQUIPMENT  
OWNED BY CONTRACTOR**

<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>COST</b>	<b>VALUE</b>
1. Upright Freezer	1	\$600.00	\$250.00
2. Chest Freezer	1	\$300.00	\$150.00
3. TV-Dish-Speaker System	1	\$1,300.00	\$375.00
4. Dishwasher	1	\$500.00	\$50.00
5. 3-Well Bar Sink-Faucet	1	\$800.00	\$350.00
6. Salad Bar base/guard	1	\$250.00	\$30.00
7. Salad Bar sneeze guard	1	\$150.00	\$50.00
8. Assorted Display Shelves			\$25.00
9. Metal Pan Shelf		\$50.00	\$30.00
10. Assorted Bar Displays			\$60.00
11. Misc. Bar Supplies, Coolers, Dispensers, Glasses, etc.			\$215.00
12. Bunn 3-Station Coffee Brewer/3 Decanters		\$325.00	\$175.00
13. AP Wyott Hot Dog Roller	1		\$500.00
14. Sandwich Prep Refrigerator	1	\$900.00	\$400.00
15. Stove	1		\$75.00
16. Meat slicer, can opener, crock pot			\$80.00
17. Microwaves	2		\$100.00
18. Napkin holders	4	\$12.00 ea.	\$20.00
19. Glass Logo Coffee Mugs	45	\$4.50 each	\$157.00
20. Roper Refrig./Freezer	1		\$400.00
21. BBQ's	2		\$800.00
22. BBQ Extra Tanks	2		\$20.00
23. Visa Machine	1		\$200.00
24. Ice Machine	1		\$400.00

**Page Total: \$4,912.00**

## GOLF COURSE INVENTORY AND EQUIPMENT CONTINUED

DESCRIPTION	QUANTITY	COST	VALUE
1. Metal Wall Safe	1	\$250.00	\$75.00
2. Asstd. Cooking Containers, Plates, Bowls, Pans, rays, Silverware, Etc.			\$600.00
3. Rubber Floor Mats			\$5.00
4. Interior Trash Cans, Bathroom Dispensers			\$50.00
5. Table Chairs	56	\$10.00 ea.	\$364.00
6. Patio Furniture			\$130.00
7. Padded Chairs	12	\$17.00 ea.	\$90.00
8. Digital Sign	1	\$250.00	\$50.00
9. Fan	1	\$40.00	\$20.00
10. Asstd. Bulletin Boards		\$60.00	\$20.00
11. Computer desk/chair	1	\$400.00	\$250.00
12. Office Desk	1	\$325.00	\$100.00
13. File cabinets	4	\$30.00 ea.	\$60.00
14. Pictures, Clocks, Other Decor			\$250.00
15. Assorted Pro Shop Displays			\$200.00
16. Television	1		\$400.00
17. Couches	2		\$300.00
18. Hanging Budweiser Light	1		\$100.00
19. Pull Cart Rack	1	\$4.00	\$4.00
20. Ball Retriever Rake	1	\$3.95	N/C
21. Large Range Buckets	9	\$5.35 ea.	\$22.50
22. Medium Range Buckets	15	\$4.55 ea.	\$30.00
23. Small Range Buckets	10	\$3.00 ea.	\$17.50
24. Assorted Range Mats	3	\$600.00	\$300.00
25. EZ Picker Ball Retriever	1	\$1,600.00	\$700.00
26. EZ Picker Baskets	6	\$28.00 ea.	\$90.00
27. Outside Benches	10	\$2,200.00	\$1,000.00
28. Club Rental Sets	12	\$100.00 ea.	\$720.00
29. Rental Pull Carts	17	\$75.00 ea.	\$425.00
30. Tec Ma-305 Register	1	\$600.00	\$200.00
31. Tec Ma-205 Register	1	\$500.00	\$200.00

**Page Total: \$3,705.00**

## GOLF COURSE INVENTORY AND EQUIPMENT CONTINUED

DESCRIPTION	VALUE
1. 2004 Club Car Golf Cart (3)	\$1,900 ea.
2. 2010 Club Car Golf Cart	\$2,700
3. 1988 Yamaha Gas Golf Cart (3)	\$1,000 ea.
4. 1995 Yamaha Gas Golf Cart	\$750.00
5. 1999 Yamaha Gas Golf Cart (2)	\$1,200 ea.
6. 2008 Yamaha Gas Golf Cart (4)	\$2,100 ea.
7. 2010 Yamaha Gas Golf Cart (4)	\$2,700 ea.

**Page Total:** \$32,150.00

## PROPOSAL FOR ADDITIONAL DAYS OFF FOR EMPLOYEES

I propose the following option for the Thanksgiving, Christmas, and New Years holidays.

Give all employees the Friday after Thanksgiving off.

Since Christmas and New Years are on Thursday give the Friday after each off. In addition have the employees only work a half day on Christmas Eve.

A handwritten signature in cursive script, appearing to read "Rick Albright".

## FAIR HOUSING RESOLUTION

LET IT BE KNOWN TO ALL PERSONS OF the City of Bonners Ferry that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Bonners Ferry to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

### EFFECTIVE DATE

This Resolution shall take effect November 4, 2014.

---

Attest

---

David K. Anderson, Mayor

**CITIZEN PARTICIPATION PLAN**  
**Idaho Community Development Block Grant (CDBG)**

**City of Bonners Ferry, Idaho**

Pursuant to citizen participation requirements for Idaho Community Block Grant participants, the City of Bonners Ferry hereby certifies the following activities will be completed:

Provide for and encourage citizen participation, particularly for low and moderate income persons who reside in slum or blighted areas and areas in which CDBG funds are proposed to be used. Provide technical assistance to group's representative of low and moderate income persons that request assistance in developing proposals in accordance with procedures developed by the department. Such assistance need not include providing funds to such groups.

Hold a minimum of two public hearings, each at a different stage of the program, for the purpose of obtaining citizens' views. The first public hearing shall include a description of the proposed project, scope of work, budget, schedule, location, and beneficiaries. Any earned program income must also be noted. The application, related documents, and the Application Handbook shall be available for citizens to review.

The second public hearing on the status of funded activities and accomplishments to date; a general description of remaining work and a general description of changes made to the CDBG project scope of work, budget, schedule, location or beneficiaries.

A public hearing shall also be held in the event CDBG project activities are added, deleted or substantially changed from the application. Substantially changed means changes made in terms or purpose, scope, location or beneficiaries as defined by the CDBG program.

Provide reasonable and timely access to local meetings, information and records pertaining to the local government's proposed and actual use of CDBG funds. Public hearings shall be conducted at times and locations convenient to local citizens.

Public hearings shall be advertised in a local newspaper no less than seven (7) twenty-four (24) hour days prior to the hearing date. If there is no local newspaper, public notification will occur through some other method where there is wide distribution to citizens within the project area. The Community Development staff must approve this method.

A copy of the publication and/or affidavit of publication shall be submitted to the department. The notice should identify all of the topics to be addressed in the public hearing including the assurances that hearings shall be held in facilities that are accessible to persons with disabilities and that alternative formats shall be available to persons with disabilities where practicable, and with advance notice to the unit of local government.

Citizens shall also be notified they will be given the opportunity to comment orally or in writing at a minimum of seven (7) days prior to and at the hearing. Special accommodations shall be available for persons with disabilities who may wish to comment within this period.

Public hearings shall be conducted in a manner to meet the needs of non-English speaking residents where a significant number of non-English speaking residents can be expected to participate.

Local citizen participation records which shall be made available to the state and local citizens shall include: A copy of the public notice and/or affidavit of publication which describes proposed or actual project activities, scope of work, location, budget, schedule, objectives, and beneficiaries. Notices shall also contain the accessibility clause for persons with disabilities.

Grantees must provide the address, telephone number, and times for submitting complaints and grievances, and provide timely written answers to written complaints and grievances within fifteen (15) working days where practicable.

Local staff shall be familiar with citizen's complaint procedures. These procedures shall provide local citizens with the opportunity to protest project activities or related issues. A written complaint or grievance is formal notification of a concern, allegation or protest to a proper authority. A formal complaint will be considered filed at the time it is delivered to the appropriate authority's office. To file a complaint, citizens must provide enough information to allow an investigation. The complaint should be clear and concise and include the following information:

- A. Identification of the project, project location, and program activities.
- B. Reason for the complaint (hearsay and innuendo will not be considered valid).
- C. Sufficient data to substantiate any claims or charges. If possible, supporting documentation should be included.
- D. If desired, citizens may propose a solution to the problem.

If the complaint is concerning local activities or project implementation, complaints and grievances shall first be filed with the appropriate elected official. If this is the case, grantees shall be required to notify the department of the complaint. A copy of the response shall also be submitted to the department. Every attempt must be made to respond to citizens within fifteen (15) days where practicable.

If a citizen feels the response from the local jurisdiction is unsatisfactory, he or she may appeal to the department for resolution. The department at that time may request additional information. Every effort will be made by the department to provide a full response within thirty (30) days.

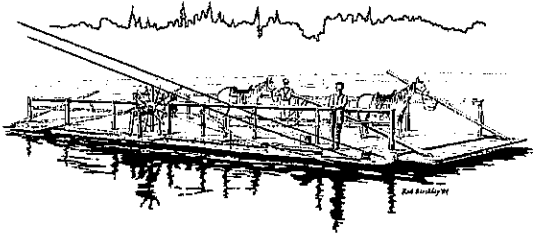
If valid and sufficient data has been provided to substantiate the complaint, an investigation will be conducted. The extent of an investigation depends on the scope and depth of the issues involved.

If the complaint is more appropriately directed toward the CDBG program activities, the same procedure will be followed except all communications are between the state and the complainant.

This plan shall become effective November 4, 2014.

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David K. Anderson, Mayor



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

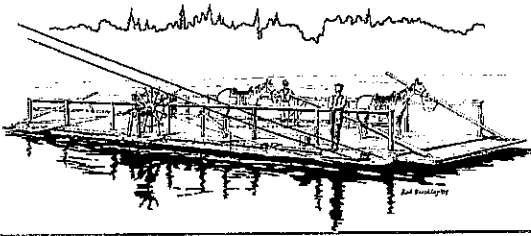
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Date: 31 October 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Golf Course Logging.

Attached is a draft letter for the Golf Course Logging for your review. This is a project that at this time we have been unable to get the bureaucratic wheels to turn.

*SJB*





## CITY OF BONNERS FERRY

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

27 October 2014

Mr. Damon Allen, District Engineer  
Idaho Transportation Department  
600 W Prairie Avenue  
Coeur d'Alene, ID 83815

Subject: Golf Course Tree Removal

Reference Encroachment Permit, Mr. Boorman, CBF, dtd 19 Nov 13

Dear Mr. Allen

Last fall the City submitted the Reference Encroachment permit to remove some of the timber on Highway 95 adjacent to our municipal course. As stated in the cover letter to that encroachment permit we see the following benefits for this work:

- Improve the view of the Kootenai Valley. Over time the trees have grown and blocked the wonderful vista that could be seen from the bottom of Peterson Hill.
- Improve the visibility of Mirror Lake Golf Course. This is wonderful City asset that we want to showcase.
- Improve the airflow and sun on this section of Highway 95 to reduce icing road conditions.

It turned out that an encroachment permit was not the appropriate process for this timber removal since all timber removal on lands owned by the State of Idaho is managed by Idaho Department of Lands (IDL). This spring our City Administrator met with Stan Galloway from IDL and no further action has taken place.

At this time we still feel that this work is a win-win for all parties involved. Further, it is our understanding that for IDL to process this as a timber sale it will require that you make formal request to the appropriate parties at IDL.

Therefore, we are requesting your assistance in working with IDL for this timber removal.

Thanks in advance for your assistance in this matter.

Sincerely,

Mayor David Anderson

1-6-3A	Mayor Wages	\$300 per month					
1-6-3B	Council Wages	\$150 per month					
3-1-7	Business Permits	\$25 initial fee and \$10 annual renewal					
3-2A-4	Liquor by the Drink	\$375 per year					
3-2A-9	Liquor (transfer fee)	\$50					
New Section	Beer & Wine Transfer Fee	\$50					
3-2B-5A	Beer (consumption off premises)	\$25 per year					
3-2B-5B	Beer (consumption on premises)	\$75 per year					
3-2C-5C	Beer (draught, bottles, or canned)	\$100 per year					
3-2C-5	Wine	\$100 per year					
3-3-2	Advertising and bill posting	\$25 per year					
3-4-5	Peddlers, solicitors, hawkers, itinerant merchants, transient vendors, or canvassers:						
	City resident	\$35 per year or \$10 per week					
	Out of town resident	\$45 per year or \$15 per week					
	Out of state resident	\$55 per year or \$20 per week					
3-5-2	Second hand stores, junk shops, and pawn brokers	Business License					
3-6-7	Taxicabs	Business License & Special License					
3-7-3	Entertainment Performance	Set by resolution					
		If no fee set by resolution then \$100					
		Cleanup fee \$100					
4-2-6	Garbage Fees	Designated in Billing Policy					
5-3A-3	Animals - Impound Fees	\$10 for act of impounding					
		\$10 per day for maintaining animal in pound					
5-3B-3	Dog License Fees	\$10 per year					
		Fees double for failure to renew by January 31st					
5-3B-6D	Dogs declared nuisance	Assign penalties from 1-4-1A					
		Maximum fine plus impound fees not to exceed \$300 per offense					
5-3C-3C	Dogs - no rabies shot	Fine up to \$50					
5-3C-4A	Dogs - impoundment	\$10 first impoundment plus \$10 per day					
5-3C-4B	Dogs - impoundment	\$30 fine second offense plus \$10 per day					
		\$50 fine third offense plus \$10 per day					
5-3C-4C		\$120 fourth and subsequent offenses plus \$10 per day					
5-5-4	Firearm Shooting Facility Permit	\$25					
7-2-4	Fire Regulations (burning)	Permit required - no fee					
7-3-4	Explosives	\$500 fee plus either a \$5,000 bond or \$1,000 deposit					
7-4-2	Fireworks - Public Display	\$10					
8-1-1	Sidewalks	Building permit required					
8-3-1	Excavations	\$250 deposit or \$1,000 bond plus City expended costs					
8-5-1	Develop Street Access from Private Prop.	City expended costs					
10-1-2	Utility Deposits	Designated in Billing Policy					
10-2-3	Water Hookup Fees	\$1,000 per EDU plus City expended costs for any hook on to the water system that affects transmission or filtration or distribution of the City system					
	Water Rates	Designated in Billing Policy					
10-3-6B	Sewer Permit & Inspection Fee	Designated in Billing Policy					
	Sewer Hookup Fees	\$517 per EDU plus City expended costs for any hook on to the sewer system					
10-3-10	Sewer User Rates	Designated in Billing Policy					
10-4-4	Sewer User Charges	Designated in Billing Policy					
10-5-24	Excavation Permit Required	see 8-3-1					
11-1-15	Construction, alteration, repair	Building Fee Schedule					
	Subdivision Fees	\$500 for Preliminary Plat plus \$25 per lot and \$250 for Final Plat					
	Minor Subdivision Fees	\$250 for Minor Subdivision					
	Copy Fees	\$.25 per page					
	Video Copying Fee	\$25					
	Swim Lesson Fees	\$25 city resident child per session, \$30 outside city resident child per session					
	Swim Pool Daily Rate	\$1 per day per person					
	Swim Pool Season Pass	\$5 city resident, \$10 non city resident, swim lesson participant - pass included with lesson fee					
	Swimming Pool Rental	\$50 for 1st hour and \$30 for additional hours					
	Fire Hall Rental	\$35 per use per day					
	Fire Inspection Fee - inside City limits	\$30					
	Skunk Trap Rental	\$10 rental fee plus deposit of \$40					
	Storage Fee	\$10 per day					
	Parade Permit Fee	\$35 for local organizations with more than 30 day notice					
		\$100 for local organizations with less than 30 day notice					
	Special Event Fee	\$35 for local organizations with more than 30 day notice					
		\$100 for local organizations with less than 30 day notice					

		\$100 for out of county organizations					
	Golf Adult Season Pass	\$360					
	Golf Husband and Wife Season Pass	\$645					
	Golf Family Season Pass	\$645 for husband and wife plus \$50 per child 17 years or younger					
	Golf Junior Season Pass - all days	\$150					
	Golf Junior Season Pass - week days	\$90					
	Golf Green Fees - 9 holes	\$18					
	Golf Green Fees Weekends & Holidays - 9 holes	\$20 (punch cards and season passes honored)					
	Golf Green Fees - 18 holes	\$25					
	Golf Green Fees Weekends & Holidays - 18 holes	\$27 (punch cards and season passes honored)					
	Junior Golf Green Fees - 9 holes	\$10					
	Junior Golf Green Fees - 18 holes	\$14					
	Golf Adult Discount Card - 9 holes	\$162					
	Golf Adult Discount Card - 18 holes	\$225					
	Cart Trail Fee	\$5					
	Cart Trail Season Pass	\$75					
	Golf Cart Shed Rental - Building A & B	\$150					
	Golf Cart Shed Rental - Building C	\$210					
	Franchise Fees	5%					
	Pole Use Fees	\$12 per pole					
	Collection Fees	33% added to principal amount owed					
	Planning & Zoning Issue Publication Costs	\$150 deposit subject to reconciliation of actual costs					
	Customer Work Order Handling Fees	20% of inventory items or \$20.00 whichever is greater					
	Plowing in Electric Lines	\$1 per foot					
	Transformer Capacity Charge	\$500					
	Non-sufficient Check Charge	\$15					
	Visitor's Center Upstairs Rental:						
	Non Profit Organizations	\$0					
	Private Individuals	\$35					
	For Profit Businesses	\$100					
	Equipment Rates	Per Attached Schedule					
	Equipment & Personnel Rates - Fire Department	Per Attached Schedule					

## Notice of Public Hearing on Proposed Grant Activities

The City of Bonners Ferry is submitting a proposal to the Idaho Department of Commerce for an Idaho Community Development Block Grant (CDBG). The proposed project will construct a new water tank. The hearing will include a discussion of the application, scope of work, budget, schedule, benefits of the project, how ICDBG funds will benefit low and moderate income persons, and location of the proposed project. The application, related documents, and ICDBG Application Handbook will be available for review.

The hearing has been scheduled for Tuesday, November 18, 2014, 7:00 p.m. at the Bonners Ferry City Council Chambers, 7232 Main Street, Bonners Ferry, Idaho. Verbal and written comments will be accepted prior to and at the hearing.

The hearing will be held in a facility that is accessible to persons with disabilities. Special accommodations will be available, upon request, five (5) days prior to the hearing in a format that is usable to persons with disabilities. For more information, contact Kris Larson, City Clerk at 208-267-3105.

David Anderson, Mayor  
City of Bonners Ferry  
7232 Main Street  
PO Box 149  
Bonners Ferry, ID 83805

This Notice can be provided in a format accessible to persons with disabilities and/or persons with limited English proficiency upon request.

Please publish: November 6, 2014

Notice  
Fee Increase Hearing

The City of Bonners Ferry will meet on November 18, 2014 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new/increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

Sewer Proposed Rate Increase is 15%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	\$24.84/EDU	\$28.05/EDU	\$31.26/EDU	\$34.47/EDU	\$37.68/EDU

The reasons for the proposed sewer rate increases are to cover the costs of operating the system, capital improvement costs, build up a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Water Residential Class Proposed Rate Increase will not be greater than 5.3%

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	44.40	46.77	49.27	51.89	54.66
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

Water Commercial Class Proposed Rate Increase will not be greater than 8.2 %

	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	45.61	49.35	53.40	57.78	62.52
1"	45.61	49.35	53.40	57.78	62.52
1.5"	110.62	119.69	129.50	140.12	151.61
2"	143.11	154.85	167.55	181.29	196.16
3"	185.02	200.19	216.61	234.37	253.59
4"	364.17	394.03	426.34	461.30	499.13
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf

The small commercial users would see an additional rate increase if the cubic foot allowance is reduced similar to the large commercial customers.

Establish a new rate schedule for multi-dwelling accounts (apartments, duplexes served from a single meter). Under the New Rate Class each unit would be treated as a Residential customer with a monthly Base Charge and a 1,200cf allowance.

The reasons for the proposed water rate increases are to cover maintenance and operation costs of the system, capital improvement costs, build a reserve, and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish: November 6, 2014  
November 13, 2014

## **Cleanup Week in the City of Bonners Ferry November 3 through November 10, 2014**

**The City Street Department will pick up yard waste from the front curb side of residences and businesses during the week of November 3 through November 10, 2014. Bundled and tied branches and limbs, bagged grass, and bagged leaves will be picked up at no charge through the morning of the last day of cleanup week.**

**If you have any questions or if you have a special need, please call the Street Department at 267-4383 and leave a message.**

**Thanks for your help!**

**City Street Department**

## Stephen Boorman

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**From:** Will Hart [whart@icua.coop]  
**Sent:** Tuesday, October 28, 2014 7:42 PM  
**To:** 'Will Hart'  
**Cc:** askinner@sodaspringsid.com; Annie Terracciano; Barbara Anderson; Bear Prairie; billy.palmer@rupert.id.us; Bob Boren; Brent Wallin; Bryan Case; Carl Richel; Chad Surrage; Clay Fitch; Clearwater Secretary; Cliff Tacke; Constance Felten; Dave Hagen; Don Bowden; Doug Elliot; Doug Webb; Eric Anderson; Erin Austin; Gay Peterson; George Anderson; Greg Richins; Heber Carpenter; Jackie Flowers; Jake Eimers; Jay Hanson; Jim Robbins; Jim Webb; Jo Elg; John Solberg; Kelly Anthon; Ken Dizes; Kris Larson; Leslie Maxey; Mark Milton; Melanie Meagher; nancy winters; Nate Marvin; Penny West; Richard Reynolds; RONALD OSTERHOUT; Steve Boorman; Terry Brown; Tom Hutchinson  
**Subject:** REGISTRATION FOR JANUARY LEGISLATIVE CONFERENCE  
**Attachments:** 2015 Member Conference Registration Form.doc  
**Importance:** High

Attached is the registration form for the 2015 ICUA Legislative Conference and Reception, January 12-14, 2015 at The Grove Hotel; Boise, ID.

Speaker highlights include:

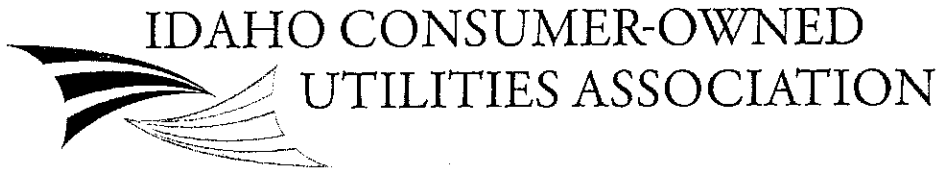
Governor Butch Otter  
Elliot Mainzer, Administrator BPA  
John Chatburn, IOER Administrator  
Sue Kelly, President CEO APPA (invited)

...and many more

Registration for the training on January 12<sup>th</sup> will be SEPARATE and sent to you via web-link as soon as NWPPA gets it online.

If you have any questions, please do not hesitate to call.

Will Hart  
Executive Director, Idaho Consumer-Owned Utilities Association  
PO Box 1898  
Boise, ID 83701  
208-344-3873



**Idaho Consumer-Owned Utilities Association  
2015 Members' Conference, Training, and Legislative Dinner**

**Monday, January 12, 2015: Training, 12:00 p.m. – 4:00 p.m.**

**Tuesday, January 13, 2015: Members' Conference, 7:00 a.m. – 4:00 p.m.**

**Tuesday, January 13, 2015: Legislative Reception & Banquet, 5:30 p.m. – 8:30 p.m.**

**Wednesday, January 14, 2015: ICUA Board Meeting, 8:00 a.m. – 12:00 p.m.**

**The Grove Hotel \* Boise, Idaho  
Members' Conference Registration Form**  
[Please type or print a separate form for EACH individual registrant]

Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Company: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: (    ) \_\_\_\_\_ Fax: (    ) \_\_\_\_\_

Conference registration includes admission to all sessions, receptions, and meals.

- |                          |  |           |
|--------------------------|--|-----------|
| <input type="checkbox"/> | ICUA Members' Conference Registration ( <i>Monday &amp; Tuesday, January 12 &amp; 13</i> ) | \$ 300.00 |
| <input type="checkbox"/> | Register for training at: TBD 'Introduction to Roberts Rules of Order                      | web       |
| <input type="checkbox"/> | One-Day Registration – <i>Members' Conference/Reception/Banquet (Tuesday, January 13)</i>  | \$ 275.00 |
| <input type="checkbox"/> | Legislative Banquet ONLY (if not registered for conference)                                | \$ 70.00  |

**Total Enclosed:** Make checks payable to "ICUA" \$ \_\_\_\_\_

**Email, Mail, or Fax Registration Form To: Will Hart**  
[whart@icua.coop](mailto:whart@icua.coop)  
fax: 208-345-9928

**And Mail Payment To:**  
ICUA, PO Box 1898, Boise, ID 83701

A block of rooms has been reserved at the **Grove Hotel**; Ph: 208-333-8000  
Rate: \$101.00 per night plus tax.  
Please make your reservations before **December 22, 2014**, and be sure to let them know you are coming in for the ICUA meeting.





# Saving Rural Idaho

*The City of Plummer, Idaho. Photos courtesy of Erin Austin, City Clerk – City of Plummer.*

The clock ticks just past 3 a.m. as the phone rings. “Who could it be at this hour of the day?” he thinks to himself. Struggling to see the ‘talk’ button on his phone past the fog in his eyes, he questioningly answers with a groggy “hello.” In an instant the water operator is awakened fully by the familiar tone coming from the earpiece... it has happened... again! Quickly donning clothing, still slightly warm from having just been worn, he climbs back into his pickup and heads back to the plant – the water facilities he left just a couple of hours earlier.

The operator arrives at the plant and his worst fear, the worries that have kept him from deep sleep for several nights now, is playing out in front of him. One of the city’s four water wells has stopped pumping completely, and another is purging large volumes of air

into the distribution system. The storage reservoir, that was thankfully filling just hours earlier, now sits empty. At least the alarm auto-dialer worked. Now what? How will the system, the one he is responsible for, provide water to the roughly 1,000 residents of the city for their morning shower? ...And what about their coffee?

Unfortunately, this (only slightly) dramatized account of recent events is all-too-familiar to staff at the City of Plummer. Plummer has struggled for years with water and wastewater systems that, every year, have progressed further down the road toward dilapidation. As most readers are probably already aware, this scenario is not only happening in Plummer. This is common in most rural Idaho communities.

Many rural Idaho communities are on the brink of going out of business;

they have kicked the proverbial ‘can’ down the road, and the road is nearing its end. Idaho’s water and wastewater operators and managers are underpaid and systems are underfunded. The short-term solution is obvious: more revenue to invest in aging infrastructure. The path to that solution is clouded by history, politics, economics, and regulations.

## **Approaching the brink**

Most of Idaho’s rural communities were, at one time, based economically on natural resource industries like logging or mining, many of which have closed or been downsized. Rural communities are often characterized by low to moderate incomes: a political base that favors low water and sewer rates. The same low rates that have kept the public so happy and local politicians in office have been hurting communities.

Water and sewer service rates have barely covered operations costs, leaving little for maintenance and none for asset replacement. Rural communities are now having to commission multi-million dollar upgrades just to catch up. How does a community with a population of 1,000 pay for a multi-million dollar system improvement project? That is only for one of the two systems: water *or* wastewater!

Mountain Waterworks is seeing severe 'rate shock' in the communities that have made the tough, but right, choice. Utility rates are nearly doubling (best-case scenario) with federal and state low-interest loan and grant packages. The historical leisure of low utility rates has put a burden on current and future generations of communities. If upgrades to these systems are not conducted soon, the lack of reinvesting in infrastructure could easily shut down many rural Idaho communities. Federal grants have lessened the financial impact to existing ratepayers, but with billions of dollars needed it is unclear how long the state and federal loan and grant packages will be offered.

#### Politics of rate setting – a broken system

Community decisions are made by elected officials, which makes it necessary for them to make decisions popular with their constituents. Unfortunately, the popular choice does not always mean the correct choice for the community, but rather what it takes to keep the politician in office. You will not hear many elected officials say, "I'm going to raise water rates, please vote for me!" This mode of decision-making often fails to fund what is known as the 'true cost of service' – the actual cost of operating and maintaining a utility. Rates must provide for the cost of operations, maintenance, short-lived asset depreciation, and a capital reserve fund for long-term infrastructure replacement.

Unfortunately, the first cost item to be neglected and underfunded is asset depreciation. Underfunding depreciation (not banking cash to replace infrastructure that is past its useful life) is exactly why most of the small Idaho communities find themselves



Crews work to relocate a water main along Highway 95 in conjunction with Idaho Transportation Department.

in their current position. Contributing to the funding gap, for most communities, is a shrinking customer base, driven by declining local economic growth.

#### The light at the end of the tunnel – funding upgrades

The timing could not be better for small communities in Idaho to dig out of the hole they find their water and wastewater utilities in. Federal funding packages in the form of loan and grant combinations provide an enormous opportunity for failing communities to renew their utility services with infrastructure upgrades. Remember, grant funding does not have to be repaid. Water utilities may even be eligible for 100% grants up to \$500,000 to remedy water supply emergencies! Dave Flesher with USDA Rural Development stated in the Spring 2014 issue of *The Water Gram* that "\$286 million in (USDA) loans and grants" have been awarded in Idaho since 2001 while "DEQ has funded over \$561 million in loans and grants."

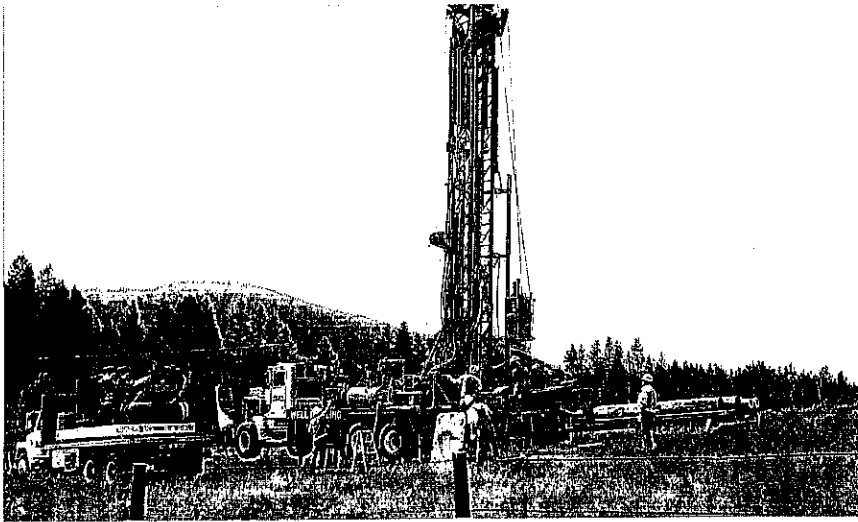
Mountain Waterworks is beginning to see the funding climate change and it is unknown how long these programs will be available. Recent budget concerns in D.C. have already eliminated wastewater grant funding administered by the Idaho Department of Environmental Quality. Grant funding for key agencies like USDA-

Rural Development, Idaho Department of Commerce (Block Grant), and Idaho DEQ are not anticipated to increase. In fact, the opposite is expected; grant funds that currently subsidize loan packages are dwindling. Without grant funding, the increase in rates would be unaffordable for fixed and low- to moderate-income communities.

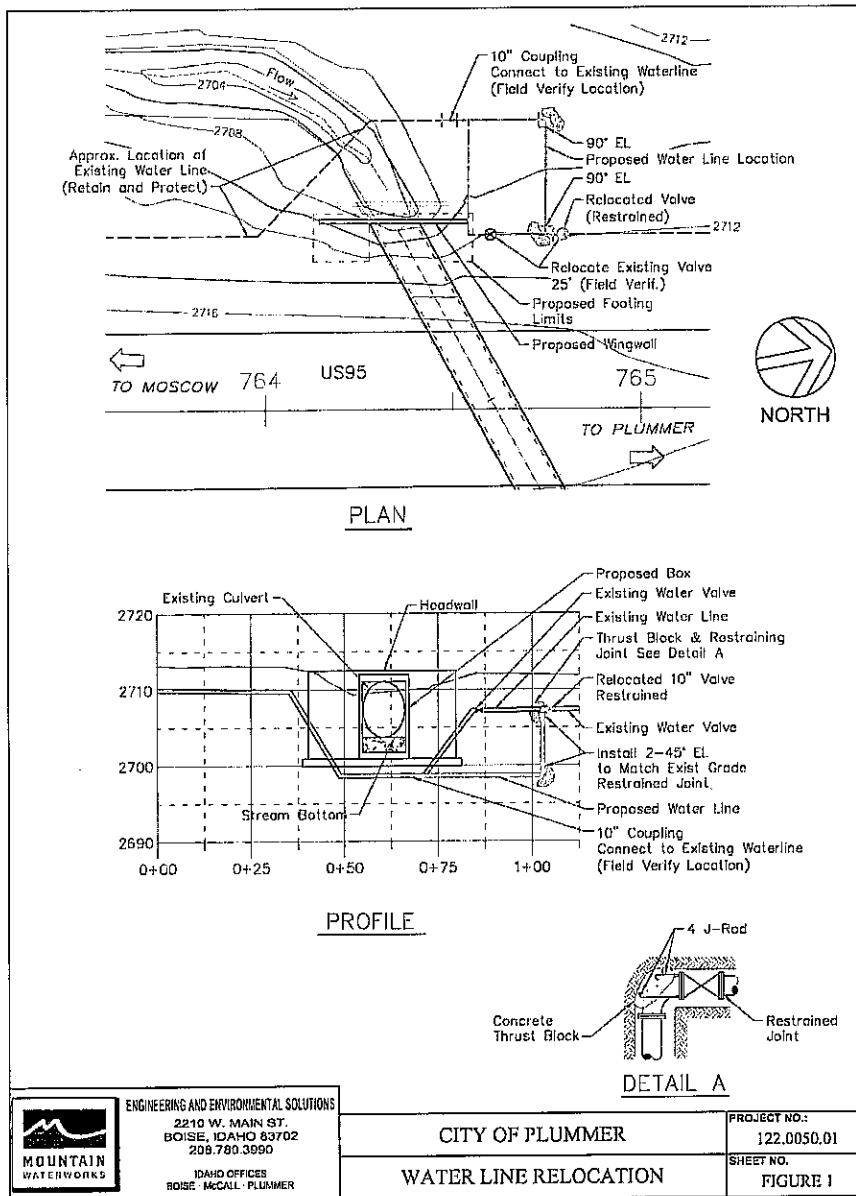
#### Guide to setting rates

Water and wastewater utilities must be run like private businesses, not like high school popularity contests. The goal of the utility should be similar to that of a business – make a profit. However, with a utility, the profit is not for company gain but rather to generate cash reserves to fund aging infrastructure.

Tim Farrell, P.E, owner of Mountain Waterworks, has worked with and for some of the largest (and smallest) utilities in Idaho and across the United States in setting water and sewer rates. The goal for an affordable rate is approximately 1.5% of the median household income (MHI). For the majority of rural Idaho communities, that equates to a monthly rate of \$40 to \$50 each for water and wastewater. As a part of any major system upgrade, whether grant/loan funds are used or not, user rates should be adjusted to fully fund the 'true cost of service.'



It is estimated that the City of Plummer will need five additional wells to meet the needs of the community and comply with IDAPA standards. Drilling of the first well, paid for by USDA emergency grant money, began in August 2014.



## The future of water and wastewater infrastructure

Upon completion of water and wastewater upgrades, whether funded with state and/or federal dollars or not, the focus of community administration should be on funding the 'true cost of service' thus taking care not to repeat the mistakes of the past. If rural water and wastewater systems remain underfunded, it is *unlikely* that large grants will be available in the future to 'bail out' communities.

One hurdle Mountain Waterworks has encountered with communities setting their own rates is that administrators (especially in smaller communities) do not fully understand the dynamics of collecting revenue to fund the 'true cost of service.' We routinely hear "that's the way we've always done it." The old ways of doing business in rural Idaho are not sustainable. Communities, in cooperation with their consulting engineer and RWAs, must find new ways to manage their utilities. Administrators should leverage the technical and managerial expertise of IRWA. Mountain Waterworks specializes in assisting rural communities and is always available to help. We want to see all of Idaho's communities succeed – affordable utility rates will breathe new life in to most communities.

So, what's happening in Plummer now? They have taken the hard step forward in improving their infrastructure. Their administrative and operations staff, with the help of Mountain Waterworks, coordinated with USDA Rural Development and received nearly \$500,000 in emergency grant funding to drill a new well. The city has completed a Water System Facility Plan and chose to move forward with \$5.5 million of upgrades. Water supply, storage, distribution, pumping, and controls will all receive significant upgrades. The city also recently completed a \$7.2 million wastewater treatment plant upgrade. Plummer administrators have commissioned large improvement projects and implemented the necessary rate hikes. The city is now on a path to success with infrastructure that provides quality service to residents and promotes economic growth opportunities. ♦



Mountain Waterworks may be contacted at (208) 780-3990 or at [www.mountainwtr.com](http://www.mountainwtr.com).