

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
April 16, 2019
6:00 pm**

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

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

PUBLIC HEARING

Review of the Pool Reconstruction Project

REPORTS

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

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the March 27, 2019 Special Council meeting minutes, April 2, 2019 Council meeting minutes

OLD BUSINESS

4. City – Discuss 25% Match Funds for the Gateway Entry Sign (attachment) {action item}
5. Golf – Consider Golf Course Fees (attachment) {action item}

NEW BUSINESS

6. City – Consider Fair Housing Resolution #2019-04-16 (attachment) {action item}
7. City – Consider Right-Of-Way Deed for Dedication of a 50 Foot Right-Of-Way from Wilson Street to Solomon Street (attachment) {action item}
8. City – Consider Authorizing the Mayor to Sign a Contract with Century West Engineering for Engineering Design Work for Utility Placement along the Right-Of-Way from Wilson Street to Solomon Street (attachment) {action item}
9. City – Consider Appointment of New Planning and Zoning Commissioner {action item}
10. Pool – Consider Approval of Pay Request #2 from BF Builders for the Pool Reconstruction Project (attachment) {action item}
11. Pool – Consider Approval of Change Order Request #1 from BF Builders for the Pool Reconstruction Project (attachment) {action item}
12. Electric – Consider Approval of Request for Additional Project Costs for the Silt Removal Project (attachment) {action item}

ADJOURNMENT

City of Bonners Ferry

Municipal Swimming Pool Renovations Project

Tuesday, April 16, 2019, 6 PM – Bonners Ferry City Hall

PROJECT STATUS:

The construction contract was awarded to BF Builders on September 6, 2018. A preconstruction meeting was held on October 30, 2018 at Bonners Ferry City Hall.

The Notice to Proceed was signed and dated on November 8, 2018, and construction began November 9, 2018. BF Builders completed construction of the pool walls in December of 2018, and the project was shut down from that point until Natara Corporation began installing the skimmer system on February 27th, 2019. Natara completed the skimmer installation on March 5th, 2019.

Since completion of the gutter system installation, BF Builders have poured concrete under the gutter, brought gravel up to grade for the sidewalk, have set rebar for the sidewalk. BF Builders is currently planning to pour the concrete for the new sidewalk on April 12, 2019 (70% complete as of April 3, 2019), and have poured a small section of the concrete (as of April 3, 2019). ***Updates – Mike Klaus to provide update on Monday before the hearing.***

Change Order 1 is in the process of being reviewed for acceptance by City Council. This change order will include an upgraded sand wash finish for the sidewalk, a trench drain with grates, and the unanticipated compaction of backfill that was placed by City crews before the winter shutdown.

As of this week, BF Builders is 80% complete with their contract work for this project.

Substantial completion of the pool construction is scheduled for May 15, 2019. As of May 31, 2019, the pool will be ready for use, and 90% of the entire project that the City originally planned will be complete. However, the upgrades to the bathhouse will not be complete until fall of 2019.

Engineer's Description of Remaining Work

Remaining work includes:

- Pouring concrete for the pool perimeter sidewalk.
- Construction of a new sidewalk from the parking lot to the pool.
- Upgrades to the bath house facilities.

BUDGET REVIEW:

Plans For City Cash Match – Proposed Purpose and Date of Expenditure:

The City plans to use matching cash funds for any expenditures that exceed the CDBG grant budget for construction. If the expenditures for Change Order 1 exceed the grant construction budget, the City will be responsible for payment to BF Builders for the remainder of the work performed. The City Engineer should receive a pay application from BF Builders for the remainder of the contract work by May 15, 2019, and the City’s cash match expenditure will be known at that time.

City Cash Expenditures to Date	
Construction	\$ 82,055.90
JUB Concrete Specs	\$ 689.18
Legal Ads	\$ 182.72
TOTAL:	\$ 82,927.80

City Force Account Cash Expenditures to Date	
Design Professional	
Construction	\$ 10,324.62
TOTAL:	

(Mike Klaus to provide totals before hearing on Tuesday)

TOTAL City Cash Match and Force Account Cash Expenditures to date: \$ 93,252.42

Budget below only reflects expenditures that have been approved to date:

(Mike Klaus to provide totals before public hearing)

City of Bonners Ferry Municipal Swimming Pool Repairs					
Financial Summary					
CDBG BUDGET					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	11,000.00	-	-	-	11,000.00
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	17,806.00	-	17,806.00
Construction	139,000.00	83,560.00	25,000.00	-	247,560.00
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	150,000.00	83,560.00	42,806.00	1,500.00	277,866.00
EXPENDITURES TO DATE					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	6,730.00	182.72	-	-	6,912.72
Planning	-	-	-	1,500.00	1,500.00
Design Professional	-	-	-	-	-
Construction	20,045.00	82,745.08	10,324.62	-	113,114.70
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	26,775.00	82,927.80	10,324.62	1,500.00	121,527.42
BUDGET REMAINING					
	ICDBG Grant	City Cash	City Force Account Cash	City In-Kind	Total
Administration	4,270.00	(182.72)	-	-	4,087.28
Planning	-	-	-	-	-
Design Professional	-	-	17,806.00	-	17,806.00
Construction	118,955.00	814.92	14,675.38	-	134,445.30
Financing	-	-	-	-	-
Legal	-	-	-	-	-
Total	123,225.00	632.20	32,481.38	-	156,338.58

PROJECT SCHEDULE

<u>Project Activity</u>	<u>Date (to be) Completed</u>
Design Professional Contract Executed	N/A – City Engineer
Grant Administration Contract Executed	December 2017 Completed – 11/07/17
Environmental Release	November 2017 Completed – 12/15/17
Bid Document Approval	July 2018 Completed – 07/24/18
Bid Opening	August 2018 Completed – 08/17/18
Construction Contract Executed	August 2018 Completed – 09/17/18
Start Construction	September 2018 Completed – 11/09/18
Construction 50% Complete	October 2018 Completed – 3/15/19
Second Public Hearing	October 2018 Completed – 04/16/19
Certificate of Substantial Completion	October 2018 05/15/19
Update Fair Housing Plan	June 2018 Completed 10/25/18
Update 504 Review and Transition Plan	June 2018 Completed – 09/25/18
LEP Four Factor Analysis	July 2016 Completed – 07/28/16
Construction 100% Complete	October 2018 10/31/19*
Final Closeout	December 2018 11/30/19*

***City staff are proposing the dates shown for 100% construction completion and final closeout based on time that will be needed to complete the bathhouse upgrades.**

CITIZEN INPUT– Verbal and/or Written:

Citizens will be invited to ask questions and provide comments up to and at the time of the hearing.

This document will be updated before the hearing on Tuesday, April 16. Council members will be provided with the updated document for review.

Mayor David Sims called the Special Council meeting of March 27, 2019 to order at 5:30 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, Street Superintendent John Youngwirth, Contract Attorney Will Herrington and City Clerk/Treasurer Christine McNair. Member of the public present was Patricia Herrington.

City Administrator Lisa Ailport gave a presentation for the 2019 Transportation Plan. The City applied for and received \$50,000 grant funding for a new transportation plan from the Local Highway Technical Assistance Council (LHTAC). The funds were for hiring a licensed consulting engineer to assist with the transportation plan development. The engineering firm used for the transportation plan was JUB Engineers, Inc. The plan addresses: increasing connectivity and safety, expanding inter neighborhood connections, developing a greater sense of safety for bicyclists and pedestrians, widening streets and mitigating congestion.

Public comments received through: staff interaction, stakeholder interviews, the technical advisory committee, a public survey, public open house and an online map where people could provide comments on specific area that they feel needs attention.

Several trends were included in the plan. In the Land Use and Growth Trends section roadway impacts were suggested to be monitored by the City, maintain adequate traffic counts and increase pavement management efforts. A developer section was recommended for future growth. Other recommendations were update city codes, create a bike and pedestrian plan and improve at grade railroad crossings.

The Functional Classification System section recommends looking at District Two Road, McCall Street and LaBrosse Hill Street to evaluate if these streets should be considered minor collector streets. Also continue to evaluate streets when they have been improved to see if the classification should be changed.

Existing Classification included sign inventory which showed twelve percent of the City signs were found to be in fair to poor condition. John Youngwirth said several signs were replaced with grant funding in the past. Lisa said there is grant funding available to replace more signs.

Alderson Lane Light Warrant Analysis compared the analysis performed by Idaho Transportation Department (ITD) to the analysis performed by JUB Engineering. There were two analysis' performed, one when school was in session and one during the summer. JUB concluded that under the current conditions light can be removed, since their analysis showed the light may be contributing to more adverse operations than favorable ones. Mayor Sims said last August he went to the ITD board meeting and requested that the light at Alderson Lane remain in place. Damon Allen, the District One Engineer's response was that will be fine if that is part of the City's transportation plan. Mayor Sims spoke with Damon earlier this month and was told the light can still be included in a future project if it shows that it is warranted.

Safety was another item in the Existing Classification section. From 2011 to 2016 there were 67 document crashes in the Bonners Ferry city limits. No trends were identified for the crashes. The most frequent intersections for crashes were Kootenai Street and Highway 95, Cody Street and Highway 95.

Pavement management was the next section discussed. The City currently maintains 22 miles of paved road. 3.4 miles are classified as collector streets. The current plan consists of a visual assessment evaluated annually. Chip sealing is performed on 2.5 miles of roadway each year based on available budget. The plan recommends a 10 year rotation for chip sealing. Lisa said we currently reinvest approximately \$100,000 per year in pavement management which includes labor and materials. The plan suggests creating a pavement management plan. Mike Klaus said the Street department has a paper copy of the pavement management plan at this time. Adam said this is something the mapper should be able to do.

The Capital Improvement Plan was discussed. Lisa listed the top five projects JUB recommended. Number One is Wilson Street to Solomon Street, Number Two is Alderson Lane to Tamarack Lane, Number Three is Tamarack Lane to LaBrosse Hill Street, Number Four is Walker Lane to McCall Street and Number Five is Riverside Street Reconstruction.

Implementation Strategies section recommends attending grant funding workshops, federal funding webinars and continue education for roadway maintenance. All of the Street Department employees are T2 graduates.

Valerie asked about pavement management plan and if the budget has been increased to be able to maintain the pavement. Mayor Sims said the current year budget was increased significantly over the prior years.

Adam Arthur moved to adopt Resolution 2019-03-27 for the 2019 Transportation Plan. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

Mayor Sims asked if Council wants to table the budget review. Mayor Sims tabled the budget review to a future meeting.

The meeting adjourned at 6:06 pm.

**Minutes
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
April 2, 2019
6:00 pm**

Mayor David Sims called the Council meeting of April 2, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Fire Chief Dave Winey, Contract Attorney Will Herrington and Clerk/Treasurer Christine McNair. Members of the public present were: Jessica Tingley, Marciavee Cossette, Denise Crichton, Dave Gray, Gerald Higgs, Blanche Studer, Ken Toline, Eric Lederhos, Valerie Surprenant, Matt Surprenant and Ralph Lotspeich.

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Ken Toline, Vice Commander of the American Legion, requested to have the Memorial Day Parade be a City event. Ken is concerned about children running into the street to get the candy and not watching for vehicles.

Eric Lederhos from EL Automation said EL Internet is putting in new routers to create a redundant network that will eliminate internet outages. They are putting fiber optics from 3 Mile to Moyie and downtown Bonners Ferry. They are engineering to do fiber to homes on the South Hill. Cable has increased to 15 towers and new radios have been ordered to increase bandwidth capabilities to the customers.

REPORTS

Police Chief Brian Zimmerman said with the nicer weather the officers are being more proactive in the DUI enforcement. Brian said his solution to Ken Toline's concern is to have people walking in the parade hand the candy to the children.

Fire Chief Dave Winey thanked all of those involved with the Fodge Mill incident. He said everyone worked so well together.

City Administrator Lisa Ailport gave Council an updated version of the Water/Sewer Plan. Approximately 7,000 linear feet of sewer line has been flushed. The FLAP application is due Friday, April 5, 2019. Sewer lagoon dredging has started and this will be the last year for a few years. The street lights from El Paso Street to Lincoln Street will be out for a few weeks until the poles can be replaced. The neighborhood cleanup in the lower Oak Street area will begin this spring. Lisa is working with Department of Environmental Quality (DEQ) to burn the brush along the dike this spring. There was a vandalism incident at the Visitor's Center. The camera system is working and the police were able to identify a person of interest.

City Engineer Mike Klaus said the production well on Dakota Street has been drilled, have not received the chemical laboratory results. Another test has to be taken during high water. The traffic light at Alderson Lane was removed today. Mike said the gazebo at the end of the bridge is twisting and needs to be removed before winter. The silt removal project started yesterday. Mayor Sims thanked Mike Klaus for his work on the silt removal project. The walls have been poured, the skimmer system has been installed and the rebar is in place for the sidewalks to be poured at the swimming pool. The pool now will be eight inches deeper. The Gateway Entry Sign project construction started yesterday. When the soil was being compacted there was enough moisture in it, which made it rubbery. Mike said he had to increase the size of the base to avoid having the sign settle.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the March 19, 2019 Council meeting minutes

Valerie Thompson moved to approve the consent agenda. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

OLD BUSINESS

NEW BUSINESS

4. City – Consider Memorial Day Parade Being a City Event {action item}

Rick Alonzo moved to make the Memorial Day parade a City event. Ron Smith seconded the motion. The motion passed with all in favor.

5. City – Set Date for Fiscal Year 2020 Budget Public Hearing {action item}

The hearing date for the fiscal year 2020 budget public hearing was set for September 3, 2019.

6. Pool – Consider Approval to Advertise for Lifeguards (attachment) {action item}

Lisa Ailport requested authorization to advertise for lifeguards for this season. Adam Arthur moved to advertise for lifeguards. Valerie Thompson seconded the motion. The motion passed with all in favor.

7. Street – Consider Approval to Advertise for Seasonal Park Employee (attachment) {action item}

Lisa Ailport requested to rehire the seasonal park employee from last year and at \$14.00 per hour. Rick Alonzo moved to change the rate of pay to \$14.00 per hour. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

8. Golf – Consider Approval of the Patio Project for the Golf Course (attachment) {action item}

Lisa Ailport explained the proposed patio at the golf course. The proposed patio will be 20 feet x 40 feet at the south end of the building. Mike suggests using six inches of concrete. He said there will also need to be footers, a stem wall and a handrail. Mike said the patio will be approximately \$10,000- \$11,000. Mike said it will be possible to put a roof over it in the future. Mayor Sims said the roof needs to be repaired. Mayor Sims asked when the patio project can be done. Lisa said the crew is ready start on the project. Ralph said he is planning to open the golf course on April 13, 2019. Valerie Thompson moved to approve the patio project for the golf course for up to \$11,000 and designate the rest of the fund for future projects. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

Mayor Sims recessed the meeting at 6:48 pm.

Mayor Sims reconvened the meeting at 6:55 pm.

PUBLIC HEARING

File AN03-18 Annexation Request from Gerald Higgs

Mayor Sims explained the public hearing process.

Mayor Sims opened the public hearing at 6:57 pm for File AN03-18 from Gerald Higgs for annexation into the City limits

Lisa Ailport gave a brief presentation of the file. Lisa said Gerald Higgs is requesting the annexation of 1.38 acres located adjacent to 7612 Wild Horse Lane. The applicant is requesting to be zoned Residential B. The Planning and Zoning (P&Z) Commission held a public hearing on February 21, 2019 and recommended Residential B zoning.

Gerald Higgs, 7612 Wild Horse Lane, said he purchased the land due to fire and flood mitigation. The result of the land clearing after 2006 was a 600 percent increase in surface water when it rained. He is not requesting any utility services from the City. Takca Hill Subdivision Lot 1 is the requested name for the parcel. Requested Residential B zoning so he and future property owners can reduce the brush by using goats. Rick said if this land is annexed it looks difficult to suppress a fire. Rick asked if there is a liability for the City. Gerald said he is a member of North Bench Fire Association and North Bench will respond to the fire. Adam said both the City Fire Department and North Bench Fire Department will respond if there is a fire. Ron asked if goats are allowed in the City limits. Mayor Sims said if it is zoned Residential B, goats will be allowed.

Lisa Ailport gave a summary of the staff report. Gerald Higgs purchased the parcels through two different purchases. He is seeking to combine the recently purchased land into one lot under City jurisdiction and requesting Residential B zoning. The adjacent zoning is Residential AA. Mayor Sims asked if the zoning for the newly annexed property will be Residential B, but the current parcel in the City will remain Residential AA. This is a voluntary annexation request, which is allowed by Idaho Code. Some of the requirements for voluntary annexation are: has to be consented by landowner, has to be contiguous to the City and in the area of city impact (ACI). Annexation agreement has been developed with the landowner. Written public comment was received from Larry and Mila Cousins opposed to annexation due to fire suppression issues. The noticing requirements were met. P & Z held a public hearing and recommended Residential B zoning. Adam asked if there is a down side to making it Residential B. Lisa said she does not see any. Mayor Sims asked if he chooses to subdivide in the future will he have to go through the subdivision process. Lisa said that is correct.

Blanche Studer said she approves to whole thing since she lives next door.

No one spoke in neutrality.

No one spoke in opposition.

There was no rebuttal.

Mayor Sims closed public hearing at 7:33 pm.

All council members thought it was a well presented application.

Rick Alonzo moved to approve the annexation request 1.3 acres subject of AN03-18 and the zoning of these lands to Residential B, finding that it is in accord with the goals and policies in the adopted City of Bonners Ferry's Comprehensive Plan. Rick further moved to adopt the following findings and reasoned statement as written. The annexation map and amendment is supported by the City of Bonners Ferry's Comprehensive Plan. Valerie Thompson seconded the motion. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes.

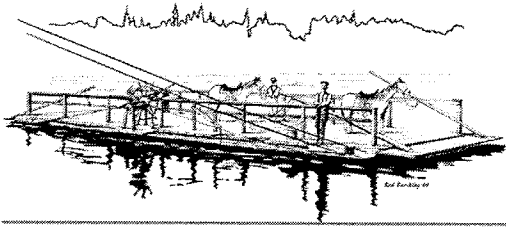
NEW BUSINESS

9. City – Consider Annexation Agreement with Gerald Higgs File AN03-18 (attachment) {action item}

Lisa presented the annexation agreement. Lisa said there are some adjustments needed under the Consideration section. Mayor Sims asked if Gerald is in agreement with the terms. Gerald said he is.

ADJOURNMENT

The meeting adjourned at 7:38 pm.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 10, 2019

RE: Gateway Entry Sign- Match Monies Summary

The City is required under the ITD grant, to match the sign costs by a minimum of 25% of the total project cost. Up to now, we have mostly done this by using in-house labor to plan, design and site prep. However, staff anticipates that the General Fund will incur costs associated with this sign install that initially we'd hope would be covered by in-house labor supported by the General Fund accounts.

A summary of the cost estimations and required match are below:

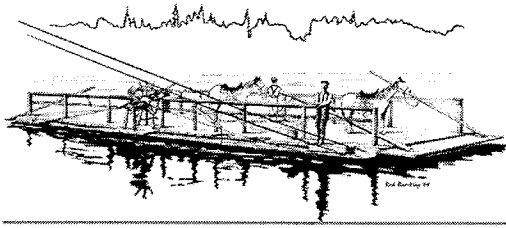
Estimated Sign Cost:	\$34,584.70
Estimated Project cost changes	\$3,000.00
Total Estimated Costs	\$37,584.70
Approximate Match funding	\$9,396.17

To date, staff has contributed in-kind time totaling \$5,017.34.

In order for us to meet the required 25% match funding for the remainder of the project, there will likely be some costs that the General Fund will have to bear. I anticipate those costs to be roughly \$3,500.00-\$5,000.00, based on estimated final costs. After some discussions with the Mayor, I think this project may be suited for allocation of the timber dollars from our timber sale last winter. The hope is that this project will likely last us 20-30 years, which is in-line with a timber stand regeneration time frame.

Staff will do all that we can to minimize the costs to the General Fund through use of our general fund supported staff. However, I respectfully request authorization to incur costs associated with the installation of the Gateway Entry sign in the range of \$3,500-\$5,000.00. I would recommend that Council stipulate to staff whether timber dollars can be used on this project.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 10, 2019

RE: Golf Course Fee Discussion- Direction on Rate Increases

Staff has been studying golf course rates within our region for the past several months. Based on this information, staff has proposed to look at increasing our rates 6% across the board and then to adjust shed rentals leases based on discussion that the golf committee had last summer (see attached minutes).

The proposed rate increase would equate to having players or season pass holders cover the Idaho state taxes that the city currently pays out of the rates. Essentially the only change to our fee structure would be to require the existing rate, plus tax. With the exception of shed rentals, that could incur a base rate increase.

Additionally, staff recommends that in an attempt to increase play at the course that youth rates be substantially decreased or removed in some instances. You'll noted that based on the attached table, staff recommends reducing the youth 9 hole and 18 hole rates to around ½ of the current rate and to allow youth to play free when accompanying a paying adult.

The last time rates were adjusted was in 2013 and 2014 when daily rates and season passes were adjusted in consecutive years.

Cart rental leases are due by March 30th of the year. This rate increase would mostly take effect next season.

Because the rates increases are in excess of 5%, a public hearing is required in accordance with Idaho Code. Staff is looking for direction from Council on whether a fee increase hearing is preferred by Council. Thank you for your consideration.

I would be happy to answer any questions you may have.

2019 Mirror Lake Golf Course Fees Considerations

Season Passes	Existing Fee	New Fee	Increase/decrease	Total Cost Adjustment	2018 Sales
Golf Adult Season Pass	\$ 400.00	\$ 424.00	6%	\$ 24.00	64
Couples Pass	\$ 700.00	\$ 742.00	6%	\$ 42.00	11
Golf Family Season Pass	\$ 700.00	\$ 742.00	6%	\$ 42.00	3
** Children 17 and under play for free with a paying adult.					
Adult	Existing Cost		Increase/decrease	Total Cost Adjustment	
Individual Monthly Pass (30 days)	\$ 200.00	\$ -	Eliminate	\$ (200.00)	0
Couples Montly Pass (30 days)	\$ 300.00	\$ -	Eliminate	\$ (300.00)	0
Discount Card - 9 Holes	\$ 162.00	\$ 171.72	6%	\$ 9.72	31
Discount Card - 18 Holes	\$ 225.00	\$ 238.50	6%	\$ 13.50	0
9-Hole Green Fees- Weekday	\$ 18.00	\$ 19.08	6%	\$ 1.08	1499
9 Hole Green Fees Weekend/Holiday	\$ 20.00	\$ 21.20	6%	\$ 1.20	836
18-Hole Green Fees - Weekday	\$ 25.00	\$ 26.50	6%	\$ 1.50	496
18-Hole Green Fees-Weekend/Holiday	\$ 27.00	\$ 28.62	6%	\$ 1.62	411
Junior	Existing Cost		Increase/decrease	Total Cost Adjustment	
Golf Junior Pass	\$ 150.00	\$ 26.50	-83%	\$ (123.50)	1
Golf Junior Pass- Weekday Only	\$ 90.00	\$ -	Eliminate	\$ (90.00)	
9-Hole Green Fees	\$ 10.00	\$ 5.30	-50%	\$ (4.70)	
18-Hole Green Fees	\$ 14.00	\$ 9.54	-46%	\$ (4.46)	
** Children 17 and under play for free with a paying adult					
Other	Existing Cost		Increase/decrease	Total Cost Adjustment	
Cart Trail Fee	\$ 5.00	\$ 5.30	\$ -	\$ -	1
Season Pass Cart Trail Fee	\$ 75.00	\$ 79.50	\$ -	\$ -	21
Golf Cart Shed Rental Bld A & B	\$ 150.00	\$ 212.00	33%	\$ 62.00	
Golf Cart Shed Rental Bld C	\$ 210.00	\$ 265.00	20%	\$ 55.00	

Brion Poston called the golf committee meeting of July 13, 2018 to order at 2:00 pm. Present for the meeting were: Committee Members Steve Nelson, Dick Staples, Linda Hiatt and Gerry Ann Howlett. Also present for the meeting were: Ralph Lotspeich, Julie Williams and City Administrator Lisa Ailport.

Dick moved to approve the minutes of July 2, 2018 as presented. Gerry Ann seconded the motion. The motion passed with all in favor.

Dick presented his proposed fee increases that had been discussed at the last meeting. Raising the golf sheds A & B from \$150.00 to \$200.00, shed C from \$210.00 to \$250.00, weekday 9-holes from \$18.00 to \$20.00, weekday 18-hole from \$25.00 to \$30.00, weekend 9-hole from \$20.00 to \$22.00 and weekend 18-hole from \$27.00 to \$32.00. Brion asked if the cart shed rent goes into the golf income. Lisa said it does. Gerry Ann asked what clubhouse rental means. Ralph said that he pays rent for use of the clubhouse. Dick asked if the clubhouse rent is a monthly fee or an annual fee. Ralph said it is an annual fee. Steve asked if the golf course can build up enough funds to be an enterprise fund. Lisa said she would like the committee to start looking at a two – five year budgets. The money will still go into the general fund. But planning for capital expenses is important. Dick asked how often Ralph reports to the City. Ralph said he pays the City every week for the green fees, season passes, etc. Dick would like the committee to meet every month during the summer so Ralph can give an update on how things are going. Linda asked if the punch cards will increase also. Julie said they will due to the other increases.

Dick moved to accept the budget as presented of \$150,500. Steve seconded the motion. The motion passed with all in favor.

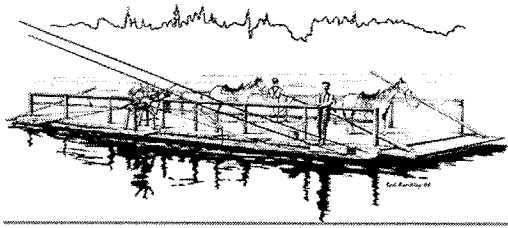
Gerry Ann asked if the materials that have already been purchased for the cart path will be used to finish the path. Lisa said they will.

Lisa said while repairs were being made to the deck, it was discovered that the main support beam is split. Other support beams are not physically attached and the posts that hold the deck railing have dry rot. She closed the deck due to public health and safety concerns. Due to the current building code requirements, the deck will have to be completely redesigned. Steve asked if the cost presented includes labor. Lisa said it does not. Ralph would like the space under the deck to be usable space. Julie recommended taking the time to consider more options and not rushing into something. Julie said the area near the parking lot can be used for outdoor seating, like it was previously. Steve likes the idea of using the area near the parking lot and taking more time to consider the project. He thinks it storage underneath the deck is a viable project. Brion thinks there should be a roof over the deck, which will make it last longer. Steve said with a roof over the deck, it will be easier to make more improvements to the clubhouse. Linda asked how soon the deck will be replaced. Lisa said that is something the Council will have to decide. Steve said using the patio in front of the clubhouse is a good option and will give time to think about options.

Steve moved to have the deck replaced since it is an asset to the clubhouse, with a minimum of the same footprint. Dick seconded the motion. The motion passed with all in favor.

There being no further business. The meeting adjourned at 3:10pm.

DRAFT



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 10, 2019

RE: Fair Housing Resolution- Updates

The attached resolution has been prepared by both the City and Panhandle Area Council (PAC) and requires the City to update its current resolution in regards to the Fair Housing Act. There are minor modifications that changed relating to familiar and handicap status.

Based on the changes, PAC recommends adopting it with the current language. After it is adopted, the City will be required to publish the resolution in the paper.

Please let me know if you have any questions.

RESOLUTION NO. 2019-04-16

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, sex, national origin, handicap, or familial status in the sale, rental, advertising, 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) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Bonners Ferry to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. 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, handicap, 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, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters 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.

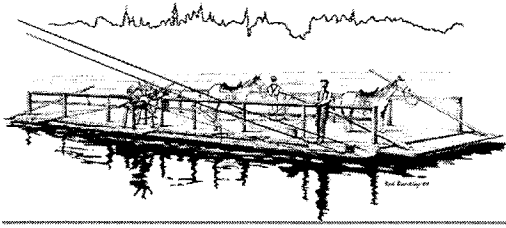
SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

EFFECTIVE DATE

This Resolution shall take effect **April 16, 2019**

David Sims, Mayor

Attest: Clerk/Treasurer



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 10, 2019

RE: Acceptance of Right-of-Way- Wilson to Solomon

The City entered into a public/private partnership with three landowners back in the late summer of 2018 to extend water, sewer and electric utilities through property in exchange for a 50-foot strip of land to be dedicated. As part of the execution of that agreement the City hired a professional land surveyor to assist with developing legal descriptions for the future dedications.

The attached deeds have been prepared with the assistance of our professional land surveyor and have been submitted to the respective landowners for signature. In discussions with legal counsel it was suggested that staff could seek Council acceptance of the right-of-way offer and authorize the Mayor to sign the deeds once we receive the signed and notarized documents from the landowner.

Staff is requesting Council to motion to accept the right-of-way as presented in the attached dedication deeds and authorize the Mayor to sign the documents once they are signed and notarized by the landowners.

When recorded Mail to:
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83805

Document Title: Grant of Right-of-Way Dedication and Acceptance
Grantor: Earnest Brothers Properties LLC
Grantee: City of Bonners Ferry
Legal Description: As described herein and as shown in the attached Exhibit "A"

PUBLIC RIGHT-OF-WAY DEDICATION DEED

The Grantor, Earnest Brothers Properties, LLC, herein after "Grantor" whose address is 6409 S. Main St, Bonners Ferry, Idaho 83805 in consideration of the sum of one and No/100 Dollars (\$1.00), and other valuable consideration, hereby grants unto the CITY OF BONNERS FERRY, herein after "Grantee" a municipal corporation of the State of Idaho, whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 and its heirs, successors, and assigns, a public right-of-way to be used for all lawful right of way purposes, surface and subsurface, including but not limited to road right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are restricted within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Grantee shall have the right to temporarily utilize such additional width as may be agreed upon by the parties, as necessary for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of the land to the same or better conditions than existed prior thereto.

Said lands being situated in the City of Bonners Ferry, Boundary County, State of Idaho, legally described as follows:

A strip of land, 25 feet in width, over and across that real property described in Quitclaim Deed, Instrument No. 273085, recorded February 5, 2018, lying within the East Half of the Southwest Quarter of the Northwest Quarter (E1/2SW1/4NW1/4) of Section 34, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, said strip of land being more particularly described as follows:

Commencing at the Quarter (1/4) Corner common to Sections 33 and 34, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, marked with a lead tablet in a 4 inch square concrete post according to Corner Perpetuation and Filing record Instrument No. 268746, and as shown on Record of Surveys, Book 6 of Surveys, Page 70, Instrument No. 227435, Book 6 of Surveys, Page 116, Instrument No. 229699 and Book 9 of Surveys, Page 16, Instrument No. 276910, said monument also marking the Northwest Corner of Block 6 of the Plat of Alderson Addition, Book 1 of Plats, on Page 80-A, Instrument No. 49136;

Thence along the south line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of said Section 34, South 89°36'22" East a distance of 659.07 feet to the Southwest Corner of the East Half of

the Southwest Quarter of the Northwest Quarter (E1/2SW1/4NW1/4) of said Section 34, marked with a 4 inch square concrete post with chiseled "X";

Thence along the south line of said E1/2SW1/4NW1/4 South 89°38'20" East a distance of 29.09 feet to the Southwest Corner of that property described as Tract "D" in said Quitclaim Deed and as shown on Record of Survey, Book 8 of Surveys, Page 264, Instrument No. 274296, marked by a 5/8 inch rebar and cap PLS 7877, and the **Point of Beginning**;

Thence along the westerly line of said real property described in said Quitclaim Deed North 45°05'00" East a distance of 541.17 feet to the Northwest Corner of that property described as Tract "B" in said Quitclaim Deed and shown on said Record of Survey, marked by a 5/8 inch rebar and cap PLS 3628;

Thence along the northerly line of said Tract "B" South 45°04'11" East a distance of 25.00 feet to a point on a line being 25.00 feet easterly of and parallel with said westerly line;

Thence along said parallel line South 45°05'00" West a distance of 516.48 feet to a point on the south line of said Tract "D";

Thence along said south line North 89°38'20" West a distance of 35.19 to the **Point of Beginning**.

Containing: 13,221 Square Feet, (0.30 Acres) more or less

The Basis of Bearing for the above description is referenced to the Idaho Coordinate System of 1983, West Zone, (1103).

IN WITNESS WHEREOF, Grantor have hereunto subscribed their names to this instrument this ____ day of _____ 20_____

GRANTORS:

STATE OF _____)

ss.

COUNTY OF _____)

I, _____, a notary public, do hereby certify that on this ____ day of _____, 20 ____, personally appeared before me _____, who, being by me first duly sworn, declared that he/she is the _____ of said corporation and, that he/she signed the foregoing document as the _____, and that the statements therein contained are true.

Notary Public for the State of _____

Residing at: _____

My Commission Expires on: _____

Acceptance of Grant of Right-of-Way (GRANTEE).

The City Council did accept said right-of-way on _____, 20_____ and did authorize the Mayor to sign said document and staff to file the fully executed document with the County Recorder.

CITY OF BONNERS FERRY

Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 20 _____

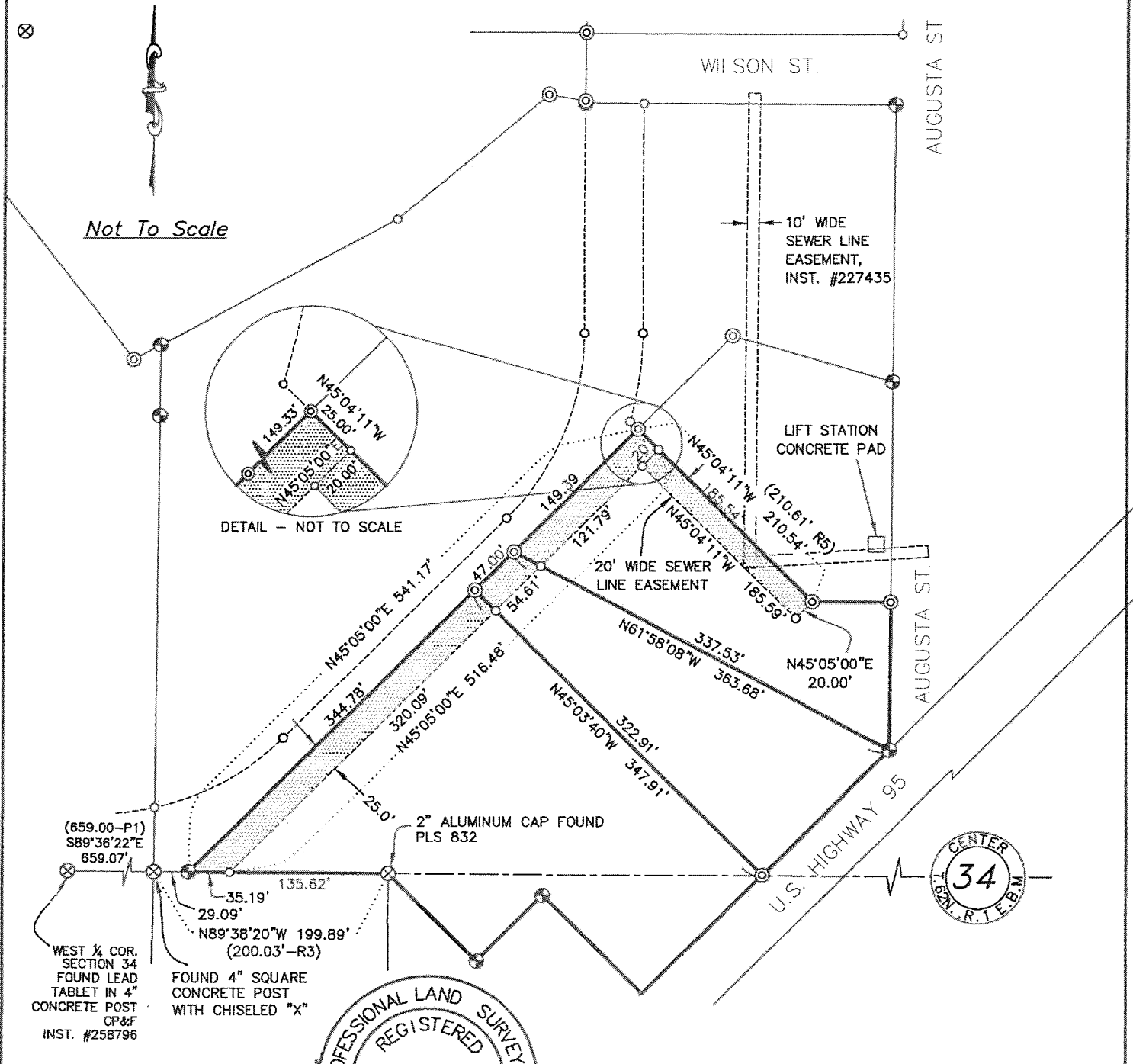
LEGAL DESCRIPTION EXHIBIT CITY OF BONNERS FERRY

LYING IN A PORTION OF THE NW ¼ OF SECTION 34,
TOWNSHIP 62 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO

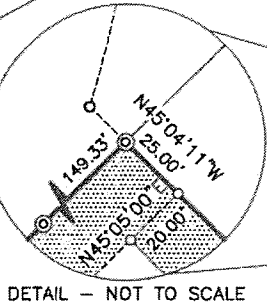
PARCELS RPB00000 344075A,
344080A & 344085A

LEGEND

- ⊙ FOUND 5/8" REBAR AND CAP PLS 3628
- ⊙ FOUND 5/8" REBAR AND CAP PLS 7877
- ⊗ FOUND MONUMENT AS NOTED
- CALCULATED POINT



Not To Scale



(659.00-P1)
S89°36'22\"E
659.07'
WEST ¼ COR.
SECTION 34
FOUND LEAD
TABLET IN 4\"
CONCRETE POST
CP&F
INST. #258796

FOUND 4\" SQUARE
CONCRETE POST
WITH CHISELED \"X\"

2\" ALUMINUM CAP FOUND
PLS 832

PROFESSIONAL LAND SURVEYOR
REGISTERED
6608
STATE OF IDAHO
COTT L. TOLDNER
3/20/2019

GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS P.O. Box 1863 Sandpoint, ID 83864 208-265-4474	SCALE: N/A
	DRAWN BY: SWO
	SHEET 1 of 1



When recorded Mail to:
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83805

Document Title: Grant of Right-of-Way Dedication and Acceptance
Grantor: Stuart and Meggan L. Hills
Grantee: City of Bonners Ferry
Legal Description: As described herein and as shown in the attached Exhibit "A"

PUBLIC RIGHT-OF-WAY DEDICATION DEED

The Grantor, IRA Services Trust Company CFBO; Stuart Hills IRA 359233; IRA Services Trust Company CFBO; Megan Hills IRA359221, herein after "Grantor" whose address is 42278 Washington Gulch Road, Baker City, Oregon 97814 in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration, hereby grants unto the CITY OF BONNERS FERRY, herein after "Grantee" a municipal corporation of the State of Idaho, whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 and its heirs, successors, and assigns, a public right-of-way to be used for all lawful right of way purposes, surface and subsurface, including but not limited to road right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are restricted within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Grantee shall have the right to temporarily utilize such additional width as may be agreed upon by the parties, as necessary for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of the land to the same or better conditions than existed prior thereto.

Said lands being situated in the City of Bonners Ferry, Boundary County, State of Idaho, legally described as follows:

A strip of land, varying in width, over and across that real property described in Warranty Deed, Instrument No. 261461, recorded August 11, 2014, lying within the Southeast Quarter of the Northeast Quarter (SE1/4NE1/4) of Section 33, and that real property described in Warranty Deed, Instrument No. 269884, recorded February 17, 2017 lying within the Southwest Quarter of the Southwest Quarter of the Northwest Quarter (SW1/4SW1/4NW1/4) of Section 34, all in Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, said strip of land being more particularly described as follows:

Beginning at the Quarter (1/4) Corner common to Sections 33 and 34, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, marked with a lead tablet in a 4 inch square concrete post according to Corner Perpetuation and Filing record Instrument No. 268746, and as shown on Record of Surveys, Book 6 of Surveys, Page 70, Instrument No. 227435, Book 6 of Surveys, Page 116, Instrument

No. 229699 and Book 9 of Surveys, Page 16, Instrument No. 276910, said monument also marking the Northwest Corner of Block 6 of the Plat of Alderson Addition, Book 1 of Plats, on Page 80-A, Instrument No. 49136;

Thence along the south line of said SE1/4NE1/4 of said Section 33, North 89°13'57" West a distance 50.00 feet to a line being 50 feet westerly of and parallel with the east line of said SE1/4NE1/4;

Thence along said parallel line, North 00°36'41" East a distance of 50.00 feet to a line being 50 feet northerly of and parallel with said south line of the SE1/4NE1/4;

Thence along said parallel line, South 89°13'57" East a distance 50.00 feet to a point on said east line of the SE1/4NE1/4;

Thence along a line being 50 feet northerly of and parallel with south line of said SW1/4SW1/4NW1/4 of Section 34, said south line being contiguous with the northerly line of said Block 6, South 89°36'22" East a distance of 608.33 feet to a point of curvature to the left;

Thence along said curve to the left an arc distance of 51.15 feet, having a radius of 225.00 feet, a delta angle of 13°01'27", the chord of which bears North 83°52'54" East a distance of 51.04 feet, to a point on the east line of said SW1/4SW1/4NW1/4 of Section 34;

Thence along said east line, South 00°33'32" West a distance of 55.79 feet to the Southeast Corner of said SW1/4SW1/4NW1/4 of Section 34, marked with a 4 inch square concrete post with chiseled "X", said corner also marking the Northeast Corner of said Block 6 of the Plat of Alderson Addition;

Thence along said south line of the SW1/4SW1/4NW1/4 of Section 34, North 89°36'22" West a distance of 659.07 feet to said Quarter Corner and the Point of Beginning.

Containing: 35,549 Square Feet, (0.82 Acres) more or less

The Basis of Bearing for the above description is referenced to the Idaho Coordinate System of 1983, West Zone, (1103).

Acceptance of Grant of Right-of-Way (GRANTEE).

The City Council did accept said right-of-way on _____, 20____ and did authorize the Mayor to sign said document and staff to file the fully executed document with the County Recorder.

CITY OF BONNERS FERRY

Attest:

City Clerk

By: _____
Mayor

DATED this _____ day of _____, 20____

LEGAL DESCRIPTION EXHIBIT
CITY OF BONNERS FERRY

LYING IN A PORTION OF THE NE 1/4 OF SECTION 33 AND THE NW 1/4 OF SECTION 34,
TOWNSHIP 62 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO

PARCELS RPB00000332250A & 343901A

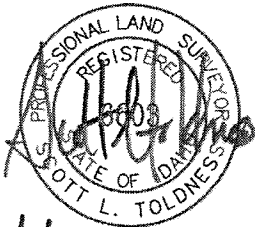
SE 1/4
NE 1/4

SW 1/4
SW 1/4
NW 1/4

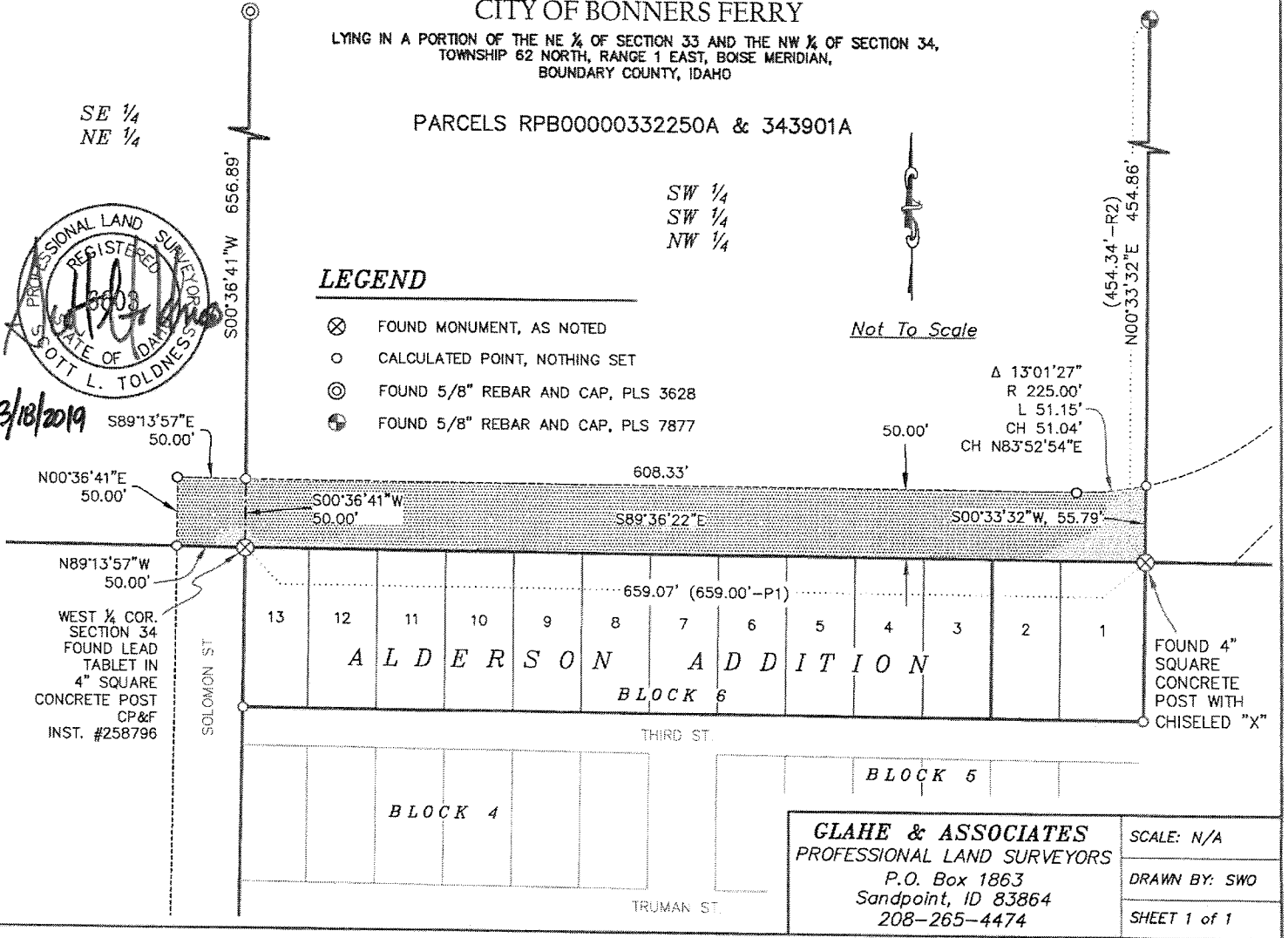
LEGEND

- ⊗ FOUND MONUMENT, AS NOTED
- CALCULATED POINT, NOTHING SET
- ⊙ FOUND 5/8" REBAR AND CAP, PLS 3628
- ⊕ FOUND 5/8" REBAR AND CAP, PLS 7877

Not To Scale



3/18/2019



GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
P.O. Box 1863
Sandpoint, ID 83864
208-265-4474

SCALE: N/A
DRAWN BY: SWO
SHEET 1 of 1

When recorded Mail to:
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83805

Document Title: Grant of Right-of-Way Dedication and Acceptance
Grantor: Stuart and Meggan L. Hills
Grantee: City of Bonners Ferry
Legal Description: As described herein and as shown in the attached Exhibit "A"

PUBLIC RIGHT-OF-WAY DEDICATION DEED

The Grantor, Stuart Hills and Meggan L. Hills, herein after "Grantor" whose address is 42278 Washington Gulch Road, Baker City, Oregon 97814 in consideration of the sum of One and No/100 Dollars (\$1.00), and other valuable consideration, hereby grants unto the CITY OF BONNERS FERRY, herein after "Grantee" a municipal corporation of the State of Idaho, whose address is 7232 Main Street, Bonners Ferry, Idaho 83805 and its heirs, successors, and assigns, a public right-of-way to be used for all lawful right of way purposes, surface and subsurface, including but not limited to road right-of-way uses as well as sidewalks, plantings, right of way beautification improvements where deemed appropriate by the City, installation, operation and maintenance of utilities, stormwater and such other uses that municipalities may make of rights-of-way and easements from time to time, now or in the future, for the use and benefit of the public, over, under, upon and across the hereinafter described lands. All such uses are restricted within the right-of-way and shall not be limited in any way whatsoever by the state of being, condition or location of the street.

Grantee shall have the right to temporarily utilize such additional width as may be agreed upon by the parties, as necessary for the placing of excavated materials thereon and for initial construction and maintenance operations. Grantee agrees that it will at its own expense and to the extent reasonably practicable, restore the surface of the land to the same or better conditions than existed prior thereto.

Said lands being situated in the City of Bonners Ferry, Boundary County, State of Idaho, legally described as follows:

A strip of land, varying in width, over and across that real property described in Quitclaim Deed, Instrument No. 261438, recorded August 6, 2014, lying within the East Half of the Southwest Quarter of the Northwest Quarter (E1/2SW1/4NW1/4) of Section 34, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, said strip of land being more particularly described as follows:

Commencing at the Quarter (1/4) Corner common to Sections 33 and 34, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, marked with a lead tablet in a 4 inch square concrete post according to Corner Perpetuation and Filing record Instrument No. 268746, and as shown on Record of Surveys, Book 6 of Surveys, Page 70, Instrument No. 227435, Book 6 of Surveys, Page 116, Instrument No. 229699 and Book 9 of Surveys, Page 16, Instrument No. 276910, said monument also marking the Northwest Corner of Block 6 of the Plat of Alderson Addition, Book 1 of Plats, on Page 80-A, Instrument No. 49136;

Thence along the south line of the Southwest Quarter of the Northwest Quarter (SW1/4NW1/4) of said Section 34, South 89°36'22" East a distance of 659.07 feet to the Southwest Corner of the East Half of the Southwest Quarter of the Northwest Quarter (E1/2SW1/4NW1/4) of said Section 34, marked with a 4 inch square concrete post with chiseled "X", and the **Point of Beginning**;

Thence along the west line of said E1/2SW1/4NW1/4 as shown on said Record of Survey, Instrument No. 227435, North 00°33'32" East a distance of 55.79 feet to a point on non-tangent curve to the left;

Thence along said curve to the left an arc distance of 126.79 feet, having a radius of 225.00 feet, a delta angle of 32°17'11", the chord of which bears North 61°13'35" East a distance of 125.12 feet to a point of tangency on a line being 25 feet northerly of and parallel with the southerly line of said real property described in said Quitclaim Deed and as shown on said Record of Survey;

Thence along said parallel line, North 45°05'00" East a distance of 268.18 feet to a point of curvature to the left;

Thence along said curve to the left an arc distance of 177.03 feet, having a radius of 225.00 feet, a delta angle of 45°04'53", the chord of which bears North 22°32'33" East a distance of 172.50 feet;

Thence North 00°00'07" East a distance of 197.51 feet to a point on the southerly right of way of Wilson Street and the northerly line of said real property described in said Quitclaim Deed and as shown on said Record of Survey, being marked by a 5/8 inch rebar and cap by PLS 7877;

Thence along said southerly right of way line South 89°35'03" East 50.00 feet;

Thence leaving said right of way, South 00°00'07" West a distance of 197.15 feet to a point of curvature to the right;

Thence along said curve to the right an arc length of 77.01 feet, having a radius of 275.00 feet, a delta angle of 16°02'39", the long chord of which bears South 08°01'26" West a distance of 76.76 feet to a non-tangent line;

Thence along said non-tangent line South 45°04'11" East a distance of 9.57 feet to said southerly line of said real property described in said Quitclaim Deed, being marked by a 5/8 inch rebar and cap PLS 3628 as shown on Record of Survey, Book 8 of Surveys, Page 264, Instrument No. 274296;

Thence along said southerly line South 45°05'00" West a distance of 541.17 feet to a point on the south line of said E1/2SW1/4NW1/4, being marked by a 5/8 inch rebar and cap PLS 7877;

Thence along said south line North 89°38'20" West a distance of 29.09 feet to the **Point of Beginning**.

Containing: 30,307 Square Feet, (0.70 Acres) more or less

The Basis of Bearing for the above description is referenced to the Idaho Coordinate System of 1983, West Zone, (1103).

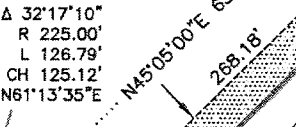
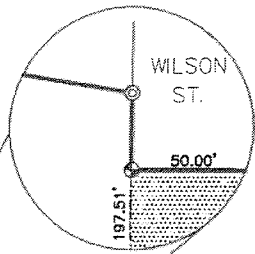
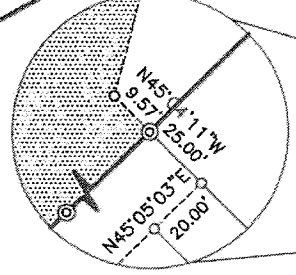
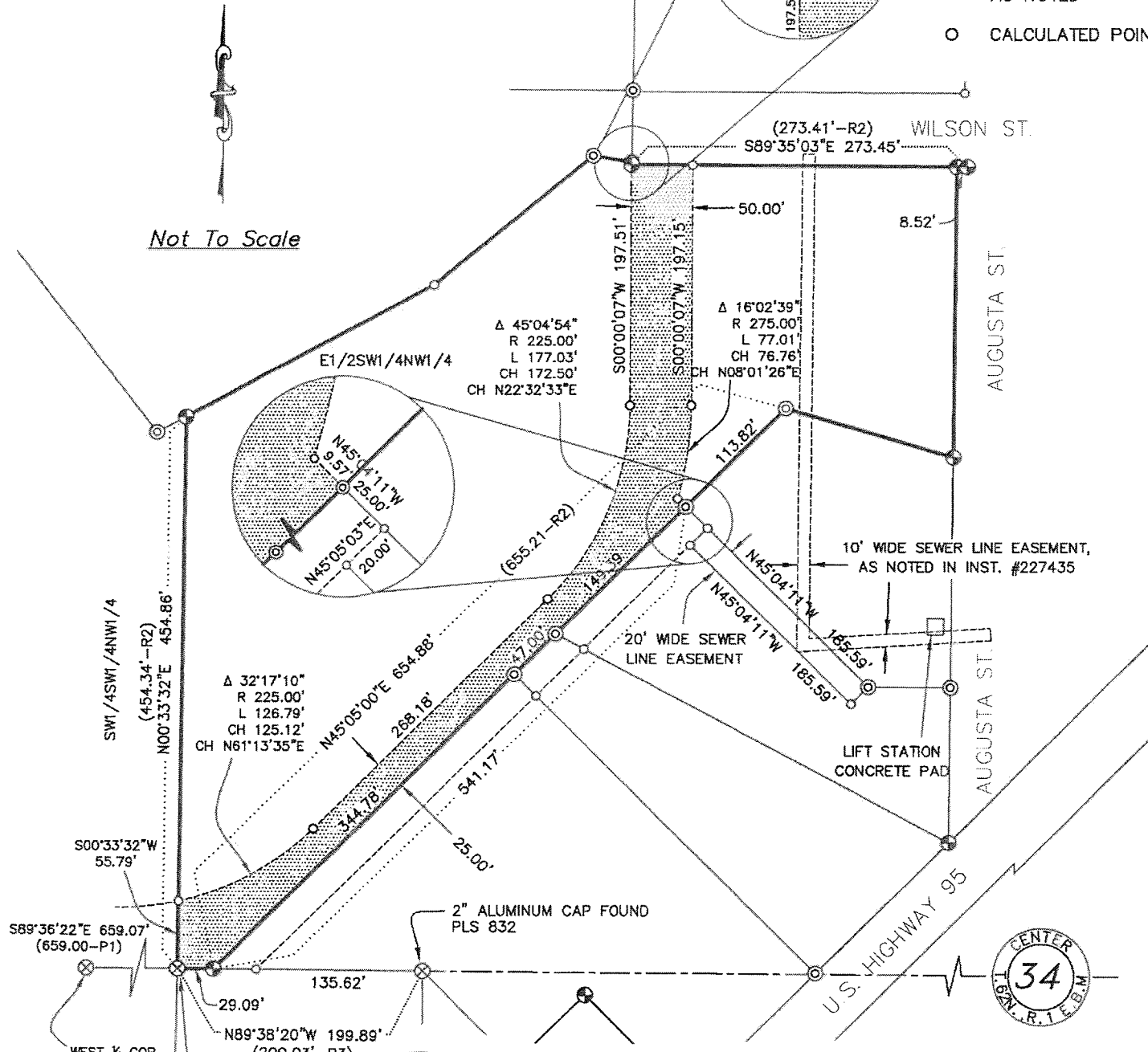
LEGAL DESCRIPTION EXHIBIT CITY OF BONNERS FERRY

LYING IN A PORTION OF THE NW 1/4 OF SECTION 34,
TOWNSHIP 62 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO
PARCEL RPB0000344051A

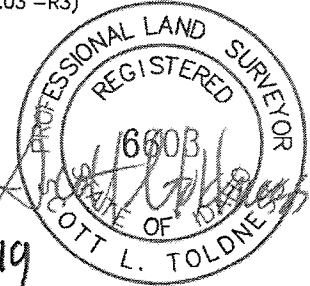
LEGEND

- ⊙ FOUND 5/8" REBAR AND CAP PLS 3628
- ⊙ FOUND 5/8" REBAR AND CAP PLS 7877
- ⊗ FOUND MONUMENT AS NOTED
- CALCULATED POINT

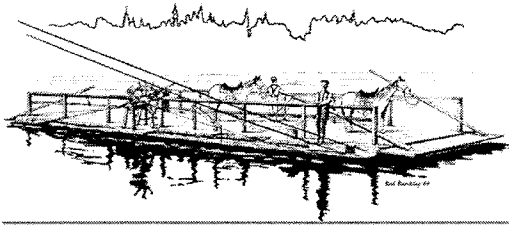
Not To Scale



3/19/2019



GLAHE & ASSOCIATES PROFESSIONAL LAND SURVEYORS P.O. Box 1863 Sandpoint, ID 83864 208-265-4474	SCALE: N/A
	DRAWN BY: SWO
	SHEET 1 of 1



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: April 10, 2019

RE: **Contract Engineering- Approval to hire Century West Engineering to design utilities extensions from Wilson to Solomon St.**

The attached contract is to hire Century West Engineering firm to assist City staff with the construction design and installation of the water, sewer and underground electric service from Wilson to Solomon Street. Century West will look to design the utilities for City Crews to install over the next two construction seasons for a fee, not to exceed, of \$39,000.00.

Staff is seeking Council's approval to authorize the Mayor to sign the attached contract with Century West to complete the work as provided for in the attached scope of work.

Please let me know if you have any questions.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between City of Bonners Ferry (CITY), a political subdivision of the state of Idaho, herein "ENTITY" and Century West Engineering, herein "(CONTRACTOR)".

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the utility installation design from Wilson Street to Solomon Street (*project*) as set forth in Exhibit "A" attached hereto.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement an amount not to exceed the total sum of \$39,000.00 for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from April 22, 2019 until the deliverable has been submitted to the satisfaction of the City.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 \$1,000,000.00, 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 said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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:

CONTRACTOR:

Mayor

By _____

(Name)

ATTEST:

Its _____

(Title or Office)

Clerk of Bonners Ferry

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by Will Herrington, as attorney for Bonners Ferry (CITY).

SECTION (12): INDEMNITY AND INSURANCE PROVISIONS

As respects acts, errors or omissions in the performance of professional services, CONTRACTOR agrees to indemnify and hold harmless ENTITY, its officers, employees, and ENTITY-designated volunteers from and against any and all claims, demands, defense costs, liability or consequential damages of any kind or nature arising directly out of CONTRACTOR's negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.

As respects all acts or omissions which do not arise directly out of the performance of professional services including, but not limited to those acts or omissions normally covered by general and automobile liability insurance, CONTRACTOR agrees to indemnify, defend (at ENTITY's option), and hold harmless ENTITY, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which arise out of the sole negligence of ENTITY.

Without limiting ENTITY's right to indemnification, it is agreed that CONTRACTOR shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
3. Comprehensive automobile liability coverage including, as applicable, owned, nonowned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, including contractual liability, in an amount not less than One Million Dollars (\$1,000,000.00), and CONTRACTOR shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four- year period, CONTRACTOR shall use CONTRACTOR's best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

ENTITY is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in ENTITY's best interest.

Each insurance policy required by this Agreement shall contain the following clauses:

1. This insurance shall not be canceled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the ENGINEER of ENTITY.
2. It is agreed that any insurance maintained by ENTITY shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability, shall contain the following clause:

ENTITY, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with ENTITY. Prior to commencing any work under this Agreement, CONTRACTOR shall deliver to ENTITY insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, CONTRACTOR shall provide to ENTITY endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by ENTITY, it shall be CONTRACTOR's responsibility to see that ENTITY receives documentation acceptable to ENTITY which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, ENTITY has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies ENTITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, ENTITY may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - a. Order CONTRACTOR to stop work under this Agreement and/or withhold any payment(s) which become due to CONTRACTOR hereunder until CONTRACTOR demonstrates compliance with the requirements hereof.
 - b. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies ENTITY may have and is not the exclusive remedy for CONTRACTOR's failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR's, or its subcontractor's, performance of the work covered under this Agreement.



**EXHIBIT A
CENTURY WEST ENGINEERING
SCOPE OF SERVICES**

PROJECT UNDERSTANDING

The City of Bonners Ferry is in the process of acquiring right-of-way that will be used to extend City infrastructure and provide an opportunity for future community network connectivity between Wilson Street and Solomon Road. The Bonners Ferry US 95 South Hill Report, prepared in December 2014, recommended community network connectivity as a strategic element to increase local circulation and relieve traffic impacts on US 95. The Wilson Street to Solomon Road connection is identified as one of the strategic opportunities to improve circulation and provide more route options for all roadway users.



The City has contracted with Glahe & Associates to collect topographic survey data for the proposed corridor and develop legal descriptions for a 50' wide right-of-way dedication. The survey information will be made available for preliminary design purposes.

The scope of services for this agreement are intended to cover professional services for the preliminary design and coordination of City utility design and roadway layouts, in accordance with the requirements of the City of Bonners Ferry. More specifically, the Consultant will provide the following services:



TASK 1: PROJECT MANAGEMENT

This task includes the management of the project team. The project team is comprised of members of Century West Engineering.

1. 1 Administration

- a. Maintain project records, budgets, and communications related to the scope of work for the duration of the project.
- b. Provide monthly updates to the City to review status of tasks, schedule and budget.
- c. Process and submit monthly billing with a summary of project status by task and subtasks.

1. 2 Meetings

- a. Kickoff Meeting: The project team shall take part in an initial kickoff meeting with the City to delineate scope, schedule, and budget constraints.
- b. Team Coordination: Consultant will coordinate meetings with the project team and the Owner. The budget will support attendance for up to five (5) – 1 hour meetings and two site visits if necessary.

TASK 2: INITIAL DATA COLLECTION AND BOUNDARY SURVEY

The City will provide the boundary survey, topographic survey and survey control information for design purposes. Survey data collection is not a part of the Consultant's scope of work.

Task 3: SUPPLEMENTAL DATA COLLECTION AND CONCEPTUAL SITE DESIGN (30% DESIGN)

Consultant will provide Civil Engineering services to provide engineering drawings to 30% design completion. Consultant will rely upon the topographic survey provided by the City as a base for the design. Consultant will not provide any topographic surveying or right-of-way resolution as a part of this contract.

3. 1 Topographic Survey Verification and Base File Setup

Consultant will review the topographic survey completed by the surveyor to compile an initial AutoCAD base map. Part of the verification process will include a review of the above-grade features and any 'one-call' locates obtained by the project surveyor as a quality control measure. Consultant assumes the following:

- a. Public and/or franchise utility as-built information will be provided during the "one-call" utility locate process completed by the Surveyor and any on-site utility as-built information will be provided by the Owner.
- b. Verification of underground public utility lines will be from above ground field survey information (visible utility appurtenances, public utility paint marks, etc.) and provided as-built information. Consultant will not physically locate underground utility lines.

3. 2 Wetland Delineation

The National Wetlands Inventory by the US Fish and Wildlife Service did not identify mapped wetlands within the project area. A wetland delineation is not a part of the Consultant's scope of work.

Task 4: PRELIMINARY DESIGN

The reviewed Concept Site Design will form the basis for the Preliminary Construction Plans.

4. 1 Existing Conditions

Engineer will prepare an existing conditions plan sheet based on the Topographic Survey provided by the surveyor and supplemented by the verification efforts provided by the Engineer.



4. 2 Roadway Plans

The Consultant will prepare the Site Plan based on the approved Concept Site Design and changes requested by the Owner. The plans include roadway layout, pedestrian circulation, traffic control signs, stormwater management, utilities, grading, pavement sections and work limits. Engineer assumes that lighting design and photometric analysis, if required, will be completed by others.

Additional information requested to be added to the plans or revisions to the site design after the Consultant has initiated the preliminary design efforts may require a contract addendum.

4. 3 Earthwork Calculations

The Consultant will run earthwork calculations to estimate the cut and fill required for the project based on the Owner approved roadway layouts.

4. 4 Stormwater Management and Erosion Control Plan

A Stormwater Management Report and Stormwater Drainage and Erosion Control Design plan is not a part of the Consultant's scope of work.

4. 5 Sanitary Sewer Design

The Consultant will prepare the preliminary Sanitary Sewer Design for the project. Engineer has made the assumptions below for the sanitary scope of work, a contract addendum may be required if any of these assumptions are not valid:

- a. Existing sanitary sewer has adequate capacity and depth to serve this project.
- b. The City will provide all sanitary sewer connection points and depth requirements prior to starting the sanitary sewer design.

4. 6 Water System Design

The Consultant will prepare the preliminary Water System Design for the project. Engineer has made the assumptions below for the water system scope of work, a contract addendum may be required if any of these assumptions are not valid:

- a. Existing water main serving the site has capacity and pressure to serve the proposed project. Design upgrades to increase capacity and pressure of the system for the water provider are not included within this scope.
- b. No off-site or public water improvements will be required. Engineer assumes profiles for the water system improvements will not be required.
- c. All testing of existing hydrants to verify available pressure/flow within the existing system prior to fire flow calculations for the water main will be provided by others.
- d. Owner or the water provider will provide all water system connection points and required pressure and flow needs prior to starting the flow calculations.

4. 7 Public Utility Coordination

The Consultant will coordinate with the public utilities regarding capacity and design requirements for the proposed project and solicit any feedback required for design. Consultant will illustrate the mainline design of the infrastructure for review by the Public Utility companies on the site utility plans. The Consultant will coordinate with the following Public Utilities:

- a. City of Bonners Ferry for sewer service
- b. City of Bonners Ferry for water service
- c. City of Bonners Ferry for electric service

4. 8 Private Utility Coordination

The Consultant will coordinate with the private utilities regarding the preliminary design of the project and solicit any feedback regarding easement requirements or impact that may be required for installation of future private utilities. The Consultant will coordinate with the following Private Utilities:



- a. AVISTA for gas
- b. Frontier for telecommunication

Task 5: UTILITY PLANS

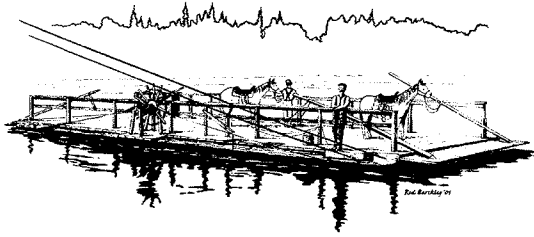
The reviewed Preliminary Construction Plans will form the basis for the Utility Plans. The Consultant will prepare a final set of Water and Sewer Utility Plans for QLPE review by the City Engineer or submittal to IDEQ for approval.

FEES

The fees for the Scope of Services above will be on a Time and Materials basis plus reimbursable expenses and hours at a not-to-exceed amount of \$39,000.

Additional services requested and approved by the Owner not included within this Scope of Services will be negotiated as a Contract Addendum as agreed upon. Examples of work that is not included in the scope of service described above include:

- a. Traffic studies
- b. A formal wetland delineation
- c. Hydraulic modeling for future hydrologic conditions to establish a Base Flood Elevation for the property
- d. Preparation of Final Construction Plans and Bidding Documents for construction of the roadway improvements
- e. The preparation and submittal of nationwide permits, 404 permits, other permits required under the federal Clean Water Act or the preparation of a site-specific Storm Water Pollution Prevention Plan
- f. Geotechnical investigations and reports
- g. Construction observation services
- h. Record Drawings of the final utility installation



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: April 11, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Pool Rehabilitation Project - Application for Payment #2

BF Builders started working on the pool project in March after a winter shutdown and has submitted their second pay request for work they have completed to date. The work BF Builders has completed 2019 includes:

1. The concrete pour for the pool walls. This work was completed in December, but not billed until now.
2. The valve vault on the west side of the pool is complete with a new hatch.
3. The section of sidewalk in front of the bath house is poured and finished with a trench drain.
4. The new concrete steps into the pool have been poured.

The total payment request amount is \$64,350.00; however, the contract requires %5 be withheld as retainage until successful completion of the project. I recommend that the Council authorize the payment to BF Builders for \$61,132.50, which represents 95% of the pay request.

Please let me know if you have any questions.

Thank you,

Mike

INVOICE

B.F. BUILDERS, INC.
65109 HIGHWAY 2
BONNERS FERRY, ID 83805

Invoice: 190401
Invoice Date: 04/01//2019

(208) 267-3592
accounting@bfbuilders.com
TIN 82-0457740

To: City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805
208-267-3105

Job Location:
City Pool Rehabilitation Proj.
P.O. Box 149
7232 Main Street
Bonners Ferry, ID 83805

Project: Bonners Ferry Municipal Swimming Repairs

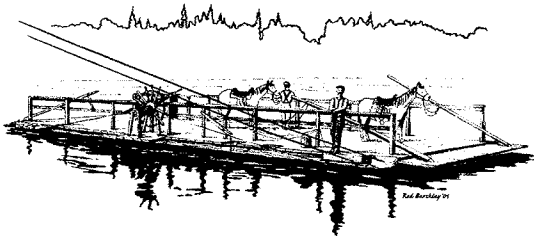
Bonners Ferry Municipal Swimming Pool Repairs \$64,350.00
City Pool Rehabilitation Project
Contract No. ICDBG-17-I-25-PK
Bf Builders Job # 18114-01

Amount Billed \$64,350.00

Retainage Held \$ 3,217.50

DATE DUE 04/30/19

Amount Due \$61,132.50



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

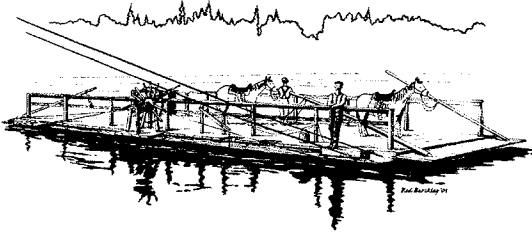
Date: April 12, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Pool Rehabilitation Project - Change Order #1

I am currently working with B.F. Builders on some changes to the pool project that affect the project cost. At the time of this memo, those project cost changes have not yet been completely negotiated. I will provide you with those costs when this item comes up on the Council agenda on April 16.

Please let me know if you have any questions about this project.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: April 11, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Electric Department - Additional Silt Removal**

The silt removal project began on April 1, and the Knight Construction is steadily removing silt at an approximate rate of 400 cubic yards (CY) per day. If Knight is able to continue at that same rate until the end of the project, they could exceed 10,000 CY by the end of April 30.

Since this is a rare opportunity for the City, I recommend that the Council allow the contractor to remove up to 11,000 CY total for the project. The original bid was based on the removal of 7,000 CY at \$25/CY. The additional 4000 CY would cost an additional \$100,000, which would raise the contract amount from \$292,000 to \$392,000.

Please let me know if you have any questions.

Thank you,

Mike