

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, with the discretion left to the Mayor and Council. Special accommodation 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. We are a city that welcomes all people.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
February 20, 2024
6:00 pm

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll

NEW BUSINESS

4. **PLANNING {action Item}** [attachment]- A resolution to amend the city of Bonners Ferry comprehensive plan future land use map to correct the previous resolution designating certain lands as "general commercial and mixed use" upon annexation into the incorporated city limits. This land is associated with Annexation File 06-23.
5. **CITY {action Item}** [attachment]- Consider suspension of rules and adopt ordinance #616, by Title only and authorize publication of the ordinance summary. Consider Ordinance #616, correcting Ordinance #612, annexing certain lands into city limits and zoning such lands commercial and Residential B on the official zoning map, for first reading by title only.
6. **ELECTRIC {action Item}** [attachment]- Consider Contract Amendment with HDR to complete FERC Regulatory Work Related to the Supplementary Tech. Information Document.

7. **STREET {action item}** [Attachment]- Consider approval of Road Scholar increase for Dawson Brod of \$0.50/hour.
8. **POOL {Action item}** [attachment]- Discussion regarding the hire of an Assistant Pool Manager.
9. **POLICE** [attachment]- Consider promoting William Cowell to Police Chief effective March 1, 2024.

ADJOURNMENT

CITY OF BONNERS FERRY RESOLUTION NO. 2024-017
SCRIVENER’S ERROR CORRECTION TO RESOLUTION 2023-014
REGARDING CITY OF BONNERS FERRY FUTURE LAND USE MAP
FILE #AN06-23, CITY OF BONNERS FERRY

RESOLUTION TO CORRECT MAPPING ILLUSTRATIONS FOR THE AMENDMENT TO THE CITY OF BONNERS FERRY COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE AS “GENERAL COMMERCIAL & MIXED USE” CERTAIN LANDS UPON ANNEXATION INTO THE INCORPORATED CITY LIMITS OF BONNERS FERRY, IDAHO.

WHEREAS, the City of Bonners Ferry, Idaho has adopted Resolution 2023-014 enacting an amendment to the Bonners Ferry Comprehensive Plan Future Land Use Map, consistent with the procedures of Idaho Code §67-6509; and

WHEREAS, the City of Bonners Ferry sponsored the annexation of two parcels totaling about 42.3 acres and adjoining public rights-of-way located south of the city limits and west of U.S. Highway 95 in Section 4, Township 61 North, Range 1 East, B.M.; and

WHEREAS, Owners Glenda Poston and Robert Wendel voluntarily requested annexation into the City of Bonners Ferry, and the City included in the annexation proposal the U.S. Forest Service property (Bonners Ferry Ranger Station), Boundary County’s public rights-of-way Wendel Street and a portion of Pine Island Road, and the adjacent U.S. Highway 95 right-of-way owned by the Idaho Transportation Department; and

WHEREAS, the Bonners Ferry Planning and Zoning Commission held a duly noticed public hearing on June 15, 2023, in accord with the procedures of the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code, and local code and recommended to the City Council approval of the Future Land Use Map amendment to designate these lands as General Commercial & Mixed Use upon annexation; and

WHEREAS, the City Council considered the Commission recommendation at its regular public meeting July 18, 2023, and approved the amendment to the Future Land Use Map, as recommended

by the Planning and Zoning Commission and adopted Resolution 2023-014 enacting the map amendment on August 1, 2023; and

WHEREAS, the City later learned that the map provided in Exhibit A of Resolution 2023-014 did not show the full extents of Wendel Street and U.S. Highway 95, did not clarify the extent of Pine Island Road and did not include the referenced legal description attachments; and

WHEREAS, it is the intention of the City to have the previously annexed area include the full extents of the public rights-of-way as described in the original resolution and has therefore corrected the attached Exhibit A to properly illustrate the westerly extent of Wendel Street and northerly extent of U.S. Highway 95, to clarify the Pine Island Road extent to the easterly railroad right-of-way, and to include attachments providing legal descriptions of the referenced properties, as indicated in the initial resolution.

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

- 1:** That the City of Bonners Ferry hereby approves and adopts the corrected amendment to the City of Bonners Ferry, Idaho Comprehensive Plan Future Land Use Map to designate as General Commercial & Mixed Use the lands and rights-of-way owned by the Idaho Transportation Department, U.S. Forest Service, Boundary County, and Glenda Poston and Robert Wendel, described and illustrated in attached Corrected Exhibit A.
- 2:** Corrected Exhibit A is attached and hereby made a part of this resolution.
- 3.** Staff is hereby authorized to update the electronic version of the map on the City website, which is not intended to be relied upon as the official version.

This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this _____ day of _____, 2024.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Rick Alonzo, Bonners Ferry Mayor

Attest:

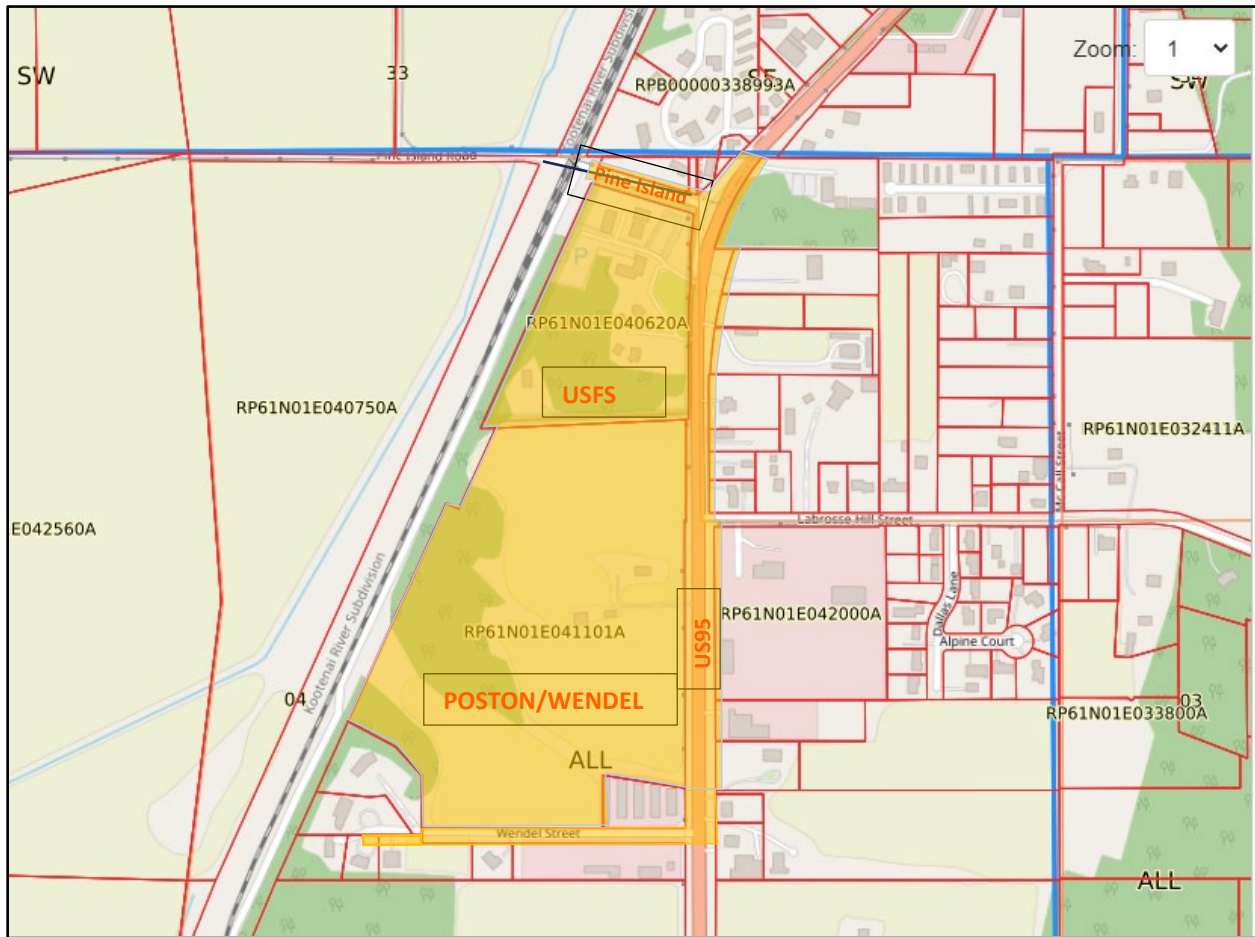
Deborah Garcia, Clerk, City of Bonners Ferry


Date

EXHIBIT A - CORRECTED

DESCRIPTIONS & ILLUSTRATIONS FOR CITY OF BONNERS FERRY ANNEXATION, FILE #AN06-23 WEST

Map of annexations:



Annexed area = 

PARCELS FOR ANNEXATION:

RP61N01E040620A

US Forest Service

6286 Main St.

Generally described as Tax 17, Section 4, Township 61 North, Range 1 East, B.M.

Described in attached document 19-339

RP61N01E041101A

Poston/Wendel

6182 Main St.

Generally described as Tax 129 less Co RD and RR R/W & Hwy

Described at Instrument #264761, attached

Wendel Street public right-of-way

As described in attached R-O-W deeds, Instruments #117904 and #120936

U.S. Highway 95 from its intersection with Wendel Street, north to the north section line of Section 4, Township 61 North, Range 1 East, B.M.

That portion of Pine Island Road lying north and east of the property described in Instrument #19-339 (US Forest Service) between U.S. Highway 95 right-of-way and the easterly Great Northern/Burlington Northern right-of-way.

Section 4
TWP 61
Range 1E

19 - 339

17 Beginning at Corner No. 1, a point on the County Road right-of-way from which the Northeast corner of Section 4-61-1E, B.N. bears North $82^{\circ}08'$ East, 1343.71 feet; thence South $5^{\circ}30'$ West 211.5 feet along County Road right-of-way; thence South $1^{\circ}21'$ West, 187.5 feet along County Road right-of-way to point intersecting North and South Highway (U.S. Highway #95) right-of-way at point of tangent of curve Station 77 + 93.7; thence along North and South Highway right-of-way South $0^{\circ}21'$ East, 351.0 feet to Corner No. 2; thence South $87^{\circ}17'$ West 755.0 feet to corner No. 3; thence along right-of-way fence of Great Northern Railway, North $24^{\circ}21'$ East, 980.8 feet to Corner No. 4, a point on southerly side of right-of-way of County Road; thence along said County Road right-of-way South $73^{\circ}3'$ East, 386.3 feet to Corner No. 1, the place of beginning.

Containing 10.7 acres, more or less, all in Lot 2,
Section 4-61-1E B.M.

United States
of America

POSTON/WENDEL LAND

STATE OF IDAHO }
 County of Boundary } SS:
 Filed by: Paine Hamblen LLP
 on 8-24-15 at 11:45
 Glenda Poston
 County Recorder C. Grainger
 By Deputy
 Fee \$ 19.00 pd
 Mail to _____

*FILED FOR RECORD AT THE REQUEST OF
AND AFTER RECORDING RETURN TO:*

Scott L. Simpson
PAINE HAMBLEN LLP
717 W. Sprague Avenue, Suite 1200
Spokane, WA 99201

264761

CORRECTION DEED OF CO-PERSONAL REPRESENTATIVES

Reference #: 262631

LARRY A. WENDEL and ROBERT G. WENDEL, as the duly appointed, qualified and acting Domiciliary Foreign Co-Personal Representatives of the Estate of **RUTH M. WENDEL**, Deceased, having been so appointed pursuant to a "PROOF OF AUTHORITY OF DOMICILIARY FOREIGN PERSONAL REPRESENTATIVE" filed in Case No. CV-2012-175 in the District Court of the First Judicial District of the State of Idaho, in and for the County of Boundary, on the 14th day of May, 2012, herein the **GRANTORS**, do hereby grant and convey unto the **GRANTEE**, **Robert G. Wendel**, whose address is 15325 E. Bella Vista Court, Veradale, WA 99037, all of the right, title and interest of the decedent at the time of her death in and to the following described real property, situate in the County of Boundary, State of Idaho, described as follows:

A tract of land situated in Government Lots Two (2) and Three (3) of Section Four (4), Township Sixty-one (61) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

DEED OF CO-PERSONAL REPRESENTATIVES

-1-

264761

Beginning at the intersection of the line between said Government Lots 2 and 3 and the westerly right of way of U.S. Highway No. 2 and 95, which is N 89°39'43" W, 1379.06 feet from the N1/16 corner of Sections 4 and 5 as shown on Record of Survey, Book 8 of Surveys, Page 56, as Instrument No. 264077; thence, leaving said line between Government Lots 2 and 3 and along said right of way, S 00°13'46" E, 974.98 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence, leaving said right of way and along the boundary of that parcel shown on Book 5 of Surveys, Page 57, as Instrument No. 208709 the following Three (3) courses: N 80°49'05" W, 304.03 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence S 00°05'54" E, 197.60 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence, continuing S 00°05'54" E for a distance of 20.95 feet to the north line of Instrument No. 120936; thence, along said north line N 89°46'58" W, 650.18 feet to a 5/8" rebar and plastic cap which marks on the ground the southeast corner of that parcel described in Instrument No. 118037; thence, leaving said north line and along the boundary of that parcel described in Instrument No. 118037, the following Three (3) courses: N 00°11'42" E, 217.22 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence; N 42°48'18" W, 143.00 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence N 61°48'18" W, 195.94 feet to the intersection with the easterly right of way of the Burlington Northern-Santa Fe Railway which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 7877; thence, along said right of way N 24°36'44" E, 1177.33 feet to a 5/8" rebar and plastic cap stamped PLS 7877; thence, leaving said right of way and along the south line of that parcel described in Book 19 of Deeds, Page 339, N 88°04'12" E, 740.78 feet to the intersection with the westerly right of way of U.S. Highway No. 2 and 95, which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 7877; thence, along said right of way S 00°13'46" E, 367.60 feet to the intersection with the line between Government Lots 2 and 3; thence, along said line N 89°39'43" W, 17.00 feet to the POINT OF BEGINNING, encompassing an area of 32.44 acres;

LESS the county road right of way granted per Instrument No. 117904, and less the railroad right of way granted per Instrument No. 65893, records of Boundary County, Idaho

(Assessor's Tax Parcel Nos. RP1N01E041101A)

DEED OF CO-PERSONAL REPRESENTATIVES

-2-

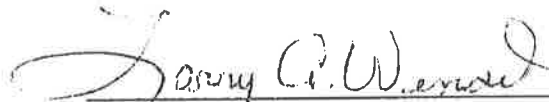
264761

Reference is hereby made to the Last Will and Testament of Ruth M. Wendel, Deceased, dated the 12th day of August, 1997, admitted to probate in the Superior Court of the State of Washington, in and for the County of Spokane, Case No. 11-4-01378-4, authenticated copies of which are filed in Case No. CV-2012-175, in the District Court of the First Judicial District of the State of Idaho, in and for the County of Boundary, and the provisions of §§ 15-3-701 et seq., of the Idaho Code, this Deed given pursuant to the authority therein granted.

IN WITNESS WHEREOF, the Grantors have hereunto caused this instrument to be executed this 21st day of July, 2015.



Robert G. Wendel
Domiciliary Foreign Co-Personal
Representative of the Estate of
Ruth M. Wendel, Deceased.



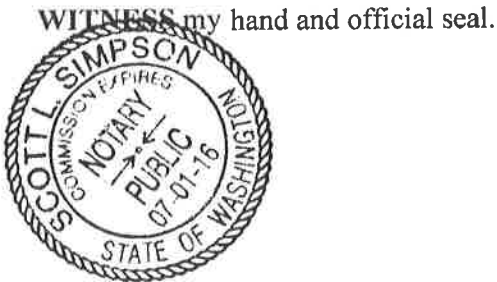
Larry A. Wendel
Domiciliary Foreign Co-Personal
Representative of the Estate of
Ruth M. Wendel, Deceased.

DEED OF CO-PERSONAL REPRESENTATIVES

-3-

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this 21st day of July, 2015, before me, Scott L. Simpson, the undersigned Notary Public in and for said State, personally appeared Robert G. Wendel, as Domiciliary Foreign Co-Personal Representative of the Estate of Ruth M. Wendel, Deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

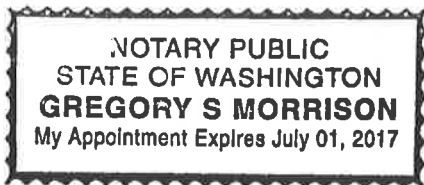


Scott L. Simpson
Scott L. Simpson
Notary Public for Washington
Residing at Spokane
Comm. expires: July 1, 2016

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this 17th day of August, 2015, before me, Gregory S. Morrison, the undersigned Notary Public in and for said State, personally appeared Larry A. Wendel, as Domiciliary Foreign Co-Personal Representative of the Estate of Ruth M. Wendel, Deceased, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

WITNESS my hand and official seal.



Gregory S. Morrison
Print Name: Gregory S. Morrison
Notary Public for Spokane County, WA
Residing at Spokane
Comm. expires: 7-1-17

QUITCLAIM DEED

OCTOBER 1974

THIS INDENTURE, MADE this 7th day of September, 1974, between the Heirs of the Henry Wendel Estate, namely, Loretta Wendel Johnston, Mary Wendel McNearney, Frances Wendel Mace, Albert W. Wendel, Arthur E. Wendel and Joseph James Wendel; Grantors, and The County of Boundary, Idaho as Grantee

WITNESSETH: For and in the consideration of One Dollar (\$1.00) and other valuable considerations, to them in hand paid by grantee, do by these presents remise, release and forever quitclaim unto the grantee for the use of a roadway, the following described property;

Commencing at the East Quarter (E1/4) Corner, Section Four (4), Township Sixty-one (61) North, Range One (1) East, 2330.71 feet West and 165.0 feet North to a point of beginning; thence North 25 feet; thence East to the West right-of-way line of U.S. highway 95 and 2; thence South along said Right-of-way 25 feet; thence West to point of beginning.

IN WITNESS WHEREOF, grantors have hereunto set their hands and subscribed their names on the aforesaid date.

Loretta Wendel Johnston a widow
Mary Wendel McNearney
Frances Wendel Mace a widow
_____ a widow

Albert W Wendel single

Joseph James Wendel his markingle

Arthur E Wendel

Ruth M. Wendel wife of Arthur E. Wendel

STATE OF IDAHO)
COUNTY OF BOUNDARY) ss.

On this 7th day of September 1974, before me, the undersigned Notary Public, personally appeared, Loretta Wendel Johnston, Mary Wendel McNearney, Frances Wendel Mace, Albert W. Wendel, Joseph James Wendel, Arthur E. Wendel and Ruth Wendel, husband and wife known to me to be the Heirs to the Wendel Estate and to be the persons whose names are subscribed to the within Deed and acknowledged to me that they executed the same,

Walter Bauman

Notary Public for Idaho
Residing at Bonners Ferry,

Comm. Expires August 25, 75
MAY 17

117904

RECEIVED

RECEPTION OF
INDEXED ()
FILMED ()
DELIVERED ()
MAILED ()

Filed for record at the request of

County Commission

on the 26 day of Nov 1974 at 1145

Book 19
of Instruments on page 591

County Recorder

R. Brazier
Deputy

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

Notary Public

RIGHT OF WAY DEED

THIS INDENTURE, Made the 16 day of March, 1976, between Bertha Washburn, of Boundary County, State of Idaho, party of the first part, dealing with her sole and separate property, more specifically described herein, and the County of Boundary, State of Idaho, party of the second part.

WITNESSETH, That the party of the first part, in consideration of ONE AND NO/100 DOLLAR (\$1.00) in hand paid, the receipt whereof is hereby acknowledged, and the benefits which will accrue to the land of the party of the first part by the exercise of the rights herein granted, have granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to its successors and assigns, the following described piece or parcel of land, situated in the County of Boundary, State of Idaho, to-wit:

Commencing at the East Quarter (E $\frac{1}{4}$) corner, Section Four (4), Township Sixty-one (61) North, Range One (1) East; thence West 1370.0 feet to West side of Highway #95 right-of-way; thence North 140.0 feet which is point of beginning; thence West 1177.86 feet; thence North 25.0 feet to center-line of County road; thence East 1177.86 feet to Highway #95 right-of-way; thence South 25.0 feet to point of beginning.

A Twenty-five (25) foot strip all in Govt. Lot No. 3, Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M.

TO HAVE AND TO HOLD all and singular the said piece or parcel of land unto the said County of Boundary, its successors and assigns, for the purpose of a public highway forever.

IN WITNESS WHEREOF, the party of the first part hereunto sets her hand, the day and year above written.

Bertha Washburn
First Party

STATE OF IDAHO)
 : ss.
County of Boundary)

On this day personally appeared before me Bertha Washburn to me known to be the individual described in and who executed the foregoing instrument, and acknowledged to me that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of March, 1976.

Judith Brown
Notary Public for Idaho
Residing at Bonners Ferry
Com. Exp. 10-30-78

120936

STATE OF IDAHO)
County of Boundary) SS

Filed for record at the request
County Commissioners
on the *16* day of *March* 1976 at *3:15*
o'clock *P.*M., and recorded in Book *23*
of *Contracts* in page *70*

MARTIN MESSNER

County Recorder

By *[Signature]*

Deputy

Fee \$ _____

Mail to _____

RECEPTION
INDEXED
FILMED
DELIVERED
MAILED

BONNERS FERRY CITY COUNCIL, FEBRUARY 20, 2024, MEETING
CITY ACTION ITEMS: CONSIDERATION OF AN06-23 WEST, ANNEXATION

SUGGESTED MOTION FOR RESOLUTION TO AMEND COMP PLAN MAP:

I move to approve RESOLUTION # 2024-017, correcting the City of Bonners Ferry Resolution #2023-014 amending the City of Bonners Ferry comprehensive plan future land use map to designate the lands described in File #AN06-23 as "General Commercial & Mixed Use."

CITY OF BONNERS FERRY, IDAHO

ANNEXATION AND AMENDMENT TO OFFICIAL ZONING MAP

**SCRIVENER'S ERROR CORRECTION TO ORDINANCE #612
RECORDED AT INSTRUMENT #295000, RECORDS OF BOUNDARY COUNTY, IDAHO**

FILE #AN06-23, CITY OF BONNERS FERRY

ORDINANCE NO. 616

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CORRECTING MAPPING ILLUSTRATIONS AND ATTACHING LEGAL DESCRIPTIONS FOR SUBJECT LANDS FOR ORDINANCE #612, RECORDED AT INSTRUMENT #295000, RECORDS OF BOUNDARY COUNTY, REGARDING THE ANNEXATION OF CERTAIN LANDS SITUATED IN BOUNDARY COUNTY, IDAHO, WHICH ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF BONNERS FERRY; ESTABLISHING THE ZONING CLASSIFICATION OF SAID LANDS AS COMMERCIAL IN PART AND RESIDENTIAL B IN PART; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE BOUNDARY COUNTY ASSESSOR, THE BOUNDARY COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; PROVIDING SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the City of Bonners Ferry, Idaho has adopted Ordinance #612 enacting the annexation and zoning of lands situated in Boundary County, consistent with the Idaho Local Land Use Planning Act and laws of the City of Bonners Ferry; and

WHEREAS, the Bonners Ferry City Council determined that said lands and territory owned by Idaho Transportation Department, U.S. Forest Service, Boundary County, and Glenda Poston and Robert Wendel are contiguous and adjacent to the City of Bonners Ferry and that annexation of said lands can reasonably be used for orderly development; and

WHEREAS, the Bonners Ferry Planning & Zoning Commission, pursuant to public notice as required by law, held a public hearing on June 15, 2023, and recommended to the Mayor and

Council that the comprehensive plan Future Land Use Map be amended to designate these land as General Commercial & Mixed Use and to zone lands owned by the U.S. Forest Service and adjacent public rights-of-way as Commercial and to zone lands owned by Poston/Wendel and the adjacent rights-of-way as Residential B; and

WHEREAS, the Bonners Ferry City Council, pursuant to the recommendation of the Bonners Ferry Planning and Zoning Commission recommendation, held a public meeting on July 18, 2023, on the proposed zoning and annexation for the property described in Corrected Exhibit A, as required by Idaho Code, Section 67-6525; and

WHEREAS, the Mayor and Council approved the zoning and annexation of these lands and adopted Ordinance #612 enacting the zoning and annexation; and

WHEREAS, the City later learned that the map provided in Exhibit A of Ordinance #612 did not show the full extents of Wendel Street and U.S. Highway 95 and did not clarify the extent of Pine Island Road; and

WHEREAS, it is the intention of the City to have the previously annexed area include the full extents of the public rights-of-way as described in Ordinance #612 and has therefore corrected the attached Exhibit A to properly illustrate the westerly extent of Wendel Street and northerly extent of U.S. Highway 95, to clarify the Pine Island Road extent to the easterly railroad right-of-way, and to include attachments providing legal descriptions of the referenced properties, as indicated in the initial recording.

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

Section 1: The lands and territory situated in Boundary County, Idaho, adjacent and contiguous to the City of Bonners Ferry, Idaho, having previously been annexed to and incorporated in the territorial limits of the City of Bonners Ferry, Idaho by Ordinance #612, are hereby confirmed to be those lands particularly described and illustrated in Corrected Exhibit A and its attachments, which is made a part of this ordinance by reference.

Section 2. From and after the effective date of this ordinance, all property included within the boundaries of the land described in Corrected Exhibit A and its attachments, shall be subject to all the statutes pertaining to the City of Bonners Ferry and all ordinances, resolutions, police

regulations, taxation and other powers of the City, and all persons and property within the territory so annexed shall be and are entitled to all benefits and rights as are the persons and property presently within the corporate territorial limits of Bonners Ferry.

Section 3. The lands made a part of Corrected Exhibit A shall be zoned on the Official Zoning Map of the City of Bonners Ferry as “Commercial” for those properties owned by the U.S. Forest Service and adjacent public rights-of-way and be zoned “Residential B” for those lands owned by Poston/Wendel and adjacent public rights-of-way.

Section 4. The Clerk of the City of Bonners Ferry shall cause this ordinance to be recorded with the Boundary County Recorder and filed with the Boundary County Assessor and the Idaho State Tax Commission, in accord with the provisions of Idaho Code §65-215.

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.

ROLL CALL:

Council President Arthur _____
Council Member Poston _____
Council Member Thompson _____
Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor Rick Alonzo

Attest:

Deborah Garcia, Clerk, City of Bonners Ferry, Idaho

Date

**SUMMARY FOR PUBLICATION
CITY OF BONNERS FERRY, IDAHO ORDINANCE NO. 616
REGARDING SCRIVENER'S ERROR CORRECTION TO ORDINANCE #612
ANNEXATION AND AMENDMENT TO ZONING MAP
FILE #AN06-23, CITY OF BONNERS FERRY**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No.616 adopted on February 20, 2024. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CORRECTING MAPPING ILLUSTRATIONS AND ATTACHING LEGAL DESCRIPTIONS FOR SUBJECT LANDS FOR ORDINANCE #612, RECORDED AT INSTRUMENT #295000, RECORDS OF BOUNDARY COUNTY, REGARDING THE ANNEXATION OF CERTAIN LANDS SITUATED IN BOUNDARY COUNTY, IDAHO, WHICH ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF BONNERS FERRY; ESTABLISHING THE ZONING CLASSIFICATION OF SAID LANDS AS COMMERCIAL IN PART AND RESIDENTIAL B IN PART; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE BOUNDARY COUNTY ASSESSOR, THE BOUNDARY COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; PROVIDING SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

The ordinance corrects map illustrations to show the extents of U.S. Highway 95, Wendel Street, and Pine Island Road as previously properly described and annexed into the City of Bonners Ferry, Idaho at Ordinance #612, and to include the legal descriptions of the properties indicated as attached in the original recording. The full text of Ordinance No.616 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

Rick Alonzo, Bonners Ferry Mayor

Deborah Garcia, City Clerk

Date

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

Dated:_____

BONNERS FERRY CITY COUNCIL, FEBRUARY 20, 2024, MEETING
CITY ACTION ITEMS: CONSIDERATION OF AN06-23 WEST, ANNEXATION

SUGGESTED MOTION FOR ORDINANCE TO ANNEX LANDS AND AMEND ZONING MAP:

I move to approve Ordinance # 616, regarding corrections to the City of Bonners Ferry Ordinance #612, annexing and zoning certain lands that are the subject of File #AN06-23, for the first and only reading by title only:

READING OF THE ORDINANCE BY TITLE ALONE:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, CORRECTING MAPPING ILLUSTRATIONS AND ATTACHING LEGAL DESCRIPTIONS FOR SUBJECT LANDS FOR ORDINANCE #612, RECORDED AT INSTRUMENT #295000, RECORDS OF BOUNDARY COUNTY, REGARDING THE ANNEXATION OF CERTAIN LANDS SITUATED IN BOUNDARY COUNTY, IDAHO, WHICH ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF BONNERS FERRY; ESTABLISHING THE ZONING CLASSIFICATION OF SAID LANDS AS COMMERCIAL IN PART AND RESIDENTIAL B IN PART; PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE BOUNDARY COUNTY ASSESSOR, THE BOUNDARY COUNTY RECORDER, AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; PROVIDING SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMINISTRATOR

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: February 16, 2024

RE: Electric – Moyie Dam Part 12D Inspection and Report – Contract Extension

In 2022, the City entered a contract with HDR Engineering to complete our five-year Part 12 inspection and report as required by the Federal Energy Regulatory Commission (FERC). The original contract amount was \$49,900. I often need additional help from HDR with respect to follow-up activities with FERC to provide them with additional information and requests.

I request that the existing HDR contract for Part 12 services be increased by \$10,000 to \$59,900 in order to use HDR on an as-needed basis to cover additional FERC coordination.

Thank you,

Mike



December 28, 2023

Mr. Mike Klaus, PE
City Administrator/Engineer
City of Bonners Ferry
PO Box 149,
Bonners Ferry, Idaho 83805

Via Email: mklaus@bonnersferry.id.gov

Subject: Bonners Ferry – Moyie Dam Part 12D Dam Safety Report

Dear Mike:

HDR Engineering, Inc. (HDR) appreciates the opportunity to provide the City of Bonners Ferry with this proposal for the “On-Call” dam support for the Moyie Project. Based on recent discussions, HDR requests an amendment to our existing contract to perform these additional services.

Project Description and Goals

The Moyie River Hydroelectric Project (FERC project number 1991-ID) is located near Moyie Springs in Boundary County, Idaho and is owned and operated by the City of Bonners Ferry. The Moyie Dam, constructed in 1949, is a 92-foot-high concrete gravity structure located on the Moyie River approximately one and one half miles upstream from the confluence of the Moyie and Kootenai rivers. Bonners Ferry has requested additional and ongoing assistance from HDR regarding FERC coordination and submittals.

Project Approach

Project Planning and Project Management

HDR’s independent consultant (IC), Keith Moen, will work closely with The City of Bonners Ferry (The City) to provide “On-Call” FERC support.

Team

The team will be as follows:

- Keith Moen PE Independent Consultant
- Mick Schubert, Project Manager Hydrology Review
- Tom Obrien, Senior Review QA/QC
- Nick Dempsey, Note Taker
- Others include EIT report preparation support, clerical/administrative support and accounting

Budget

Please increase our existing not-to-exceed contract amount by \$10,000.00 to \$59,900.00 to cover additional FERC coordination. This fee is based on a time-and-materials basis.

Please do not hesitate to contact me at (206) 826-4685 or Jon Osier at (208) 387-7000 if you have any questions or comments regarding this additional services proposal.

Sincerely,

HDR Engineering, Inc.



Mike Schubert
Project Manager



Jon Osier
Vice President and Idaho Area Manager

PROFESSIONAL SERVICES AGREEMENT

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

The parties agree as follows:

1. **SCOPE OF WORK:** ENTITY engages CONTRACTOR to perform the work associated with engineering services as it relates to dam safety, specifically, additional services as described in the letter scope of work provided by HDR Engineers, as included 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 \$49,900.00 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 possesses 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 deliverables will be completed by CONTRACTOR in accordance with schedule set forth in Exhibit A.

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 to the extent caused by and arising out of or in connection with the negligent acts and/or any negligent 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.

19. WAIVER: Notwithstanding anything to the contrary in this contract and to the fullest extent permitted by law, neither party to this contract shall be liable to the other party for any special, incidental, indirect, or consequential damages (including but not limited to loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; and/or fines or penalties), loss of profits or revenue arising out of, resulting from, or in any way related to CONTRACTOR's services or this Agreement from any cause or causes, including but not limited to any such damages caused by negligence, errors or omissions, strict liability or breach of contract.

20. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

21. MAINTENANCE OF STRUCTURES AND SYSTEMS: ENTITY agrees that structures and systems studied, reviewed, analyzed or designed by the CONTRACTOR are dependent upon ENTITY's continued operation and maintenance of the project structures and systems in accordance with all permits, laws and regulations that permit the construction and operation of the structures and systems, including any CONTRACTOR prepared operations and maintenance plans. Should ENTITY fail to operate or maintain the structures to be in full compliance with permits, approvals, and operations and maintenance plans, CONTRACTOR shall have no liability to ENTITY, and ENTITY shall indemnify, release and hold CONTRACTOR and its employees harmless from any liability resulting from any direct or consequential damage resulting from such non-compliance, including but not limited to claims made by third-parties against CONTRACTOR.

22. VISUAL INSPECTIONS: For visual inspections, ENTITY hereby releases, holds harmless, and indemnifies CONTRACTOR against any claims, damages, losses, liabilities, expenses or costs arising out of any failure to detect hidden, covered, inaccessible, or internal structural or material defects, corrosion, or damages in components, embedment, reinforcing, anchorages and parts of equipment, structures, or mechanisms being inspected, that are not readily discernible by external visual inspection through reasonable efforts.

23. NON-RELIANCE: CONTRACTOR shall be permitted to reasonably rely on all information and reports supplied by ENTITY or its representatives in connection with the work and shall notify ENTITY of any errors in the same without unreasonable delay.

DATED this _____ day of _____, 20____.

ENTITY:

James R. Staples, Mayor

CONTRACTOR:

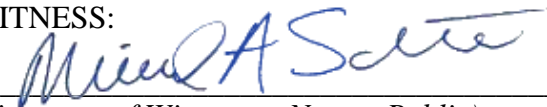
By 
(Name)

ATTEST:

*Christine McNair
City Clerk of Bonners Ferry*

Its NW Operations Director, SVP
(Title or Office)

WITNESS:


(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid, attorney for the City of Bonners Ferry.

Exhibit A

HDR Letter Scope



August 15, 2022

Mr. Mike Klaus, PE
City Administrator/Engineer
City of Bonners Ferry
PO Box 149,
Bonners Ferry, Idaho 83805

Via Email: mklaus@bonnersferry.id.gov

Subject: Bonners Ferry – Moyie Dam Part 12D Dam Safety Report

Dear Mike:

HDR appreciates the opportunity to provide the City of Bonners Ferry with this proposal for the Tenth Independent Part 12D Consultant's Safety Inspection Report (CSIR) for the Moyie Project.

Project Description and Goals

The Moyie River Hydroelectric Project (FERC project number 1991-ID) is located near Moyie Springs in Boundary County, Idaho and is owned and operated by the City of Bonners Ferry. The Moyie Dam, constructed in 1949, is a 92-foot-high concrete gravity structure located on the Moyie River approximately one and one half miles upstream from the confluence of the Moyie and Kootenai rivers.

Project Approach

Project Planning and Project Management

HDR's project manager and proposed independent consultant (IC), Keith Moen, will work closely with The City of Bonners Ferry (The City) to develop a plan for accomplishing the work within the required schedule and with the necessary review and level of detail. The date for submittal of the report provided by FERC is April 7, 2023. A suggested schedule is shown below which provides the report well before this date, and can be modified to meet project requirements, as needed.

Background Information Review

Mr. Moen is already familiar with the historic documentation associated with the Moyie Dam, hydropower plant and appurtenance features. The focus of this task will be to refresh familiarity with existing data, examine new data, and organize and prepare the information in advance of the site visit and Potential Failure Mode Analysis (PFMA) session.

- The IC will collaborate with other HDR subject matter experts to review data and perform hydrology, seismicity, hydraulics, and dam analyses.

- The IC will advise The City on suggested updates to the supporting technical information document (STID).

PFMA Review

The IC will participate in the PFMA session in accordance with the steps outlined in the current FERC Guidelines, Chapter 14, Dam Safety Performance Monitoring Program (FERC Guidelines). The PFMA session will follow FERC Chapter 14 guidelines. Each PFM will be developed to have a specific loading condition, mode of failure, defined consequence to public safety, and category with rationale. Previous PFMs will be reviewed for completeness and new PFMs will be identified and developed as described above. The PFMA session participants will consist of The City staff (e.g., operators, engineers, and technicians), IC team members, FERC, and other subject matter experts (e.g., other consultants, federal or state employees).

The IC will conduct interviews with operations, maintenance, and engineering staff during the Part 12 field inspection and as part of the PFMA review. These interviews are critical with respect to understanding operational, monitoring, and instrumentation practices, and how they may impact PFMs.

FERC's initiative to improve PFMA process results in an expanded PFM development process. While the previously identified PFMs appear reasonable, the additional work is needed to address FERC expectations on PFM development.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- The PFMA session will take one day to complete.
- The PFMA session will include the IC's participation.
- The City will coordinate participation of relevant operations staff to be included in the PFMA session.
- The PFMA session will take place in The City's Bonners Ferry, Idaho office.

Deliverables: Deliverables are described in the task below.

FERC Part 12D Field Inspection

The Part 12D field inspection will follow the process outlined in Chapter 14 of the FERC Guidelines 2014 (the updated 2021 FERC process will not be required). It is anticipated that the IC's inspection will coincide with FERC's inspection of the Moyie Dam. The IC will inspect and evaluate relevant project facilities that are accessible in accordance with FERC regulations. This includes all water-retaining features, powerhouse, reservoir, penstock/pipeline, etc., excluding transmission and transformation facilities and generation equipment. A reservoir rim inspection by car or boat as required to provide a visual review of the edge of the reservoir is anticipated to be part of the inspection.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- The dam and reservoir rim inspections can be completed in one day, immediately following the PFMA session and will be conducted by car and walking.
- Inspection of the interiors of the tunnels/penstocks/pipelines is not included.
- HDR's inspection will be conducted by the IC.

Deliverables: A memorandum summarizing field inspection findings will be included in the Part 12D Report.

PFMA Supplement Report

The IC will prepare a draft PFMA Supplement Report (PFMA Report), including a section on Major Findings and Understandings and an updated PFM summary table, for review by The City and FERC. The draft PFMA Report will inform the field inspection activities, and as such, will be finalized after the FERC Part 12D field inspection. The draft PFMA Report will be consistent with the outline provided in Chapter 14 of the FERC Guidelines and will be prepared in advance of the FERC Part 12D field inspection.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- Approximately three weeks of review time will be sufficient for The City.
- A single draft review will be sufficient for The City.

Deliverables: Draft and final PFMA Report, consistent with Chapter 14 of the FERC Guidelines.

Part 12D Report

Following the FERC Part 12D field inspection, the IC will prepare the draft Part12D Report for review by The City, including any proposed revisions to the draft PFMA Report.

The draft Part 12D Report (including the Part12D Report and PFMA Report) will be transmitted in electronic format to The City for review.

The IC will provide a detailed assessment of the current STID. The IC will review, evaluate, and comment on the appropriateness and current validity of the previous analyses provided in Section 8 of the current STID.

The final Part 12D Report will be consistent with the outline in 18 CFR 12D, the current FERC Annual Letter, and Chapter 14 of the FERC Engineering Guidelines. HDR understands that the IC must be able to include a clear statement in the final Part 12D Report that the IC has reviewed the pertinent analyses and evaluations along with the underlying assumptions, and that the IC has concluded that the assumptions and methods of analysis or evaluation were appropriate for the structure, and were applied correctly and

appropriately given current guidelines and state of dam safety practice (as referenced in the Part 12D Report).

The final Part 12D report and STID and reference materials will be assembled from materials provided by The City for inclusion in the appendix section of the Part 12D Report. An original (reproducible) and seven hard copies of the final report will be delivered to The City, as well as an electronic copy in electronic format, as appropriate (Microsoft Word, Adobe Acrobat pdf, and other format files) on DVD.

Assumptions: HDR's scope of work and estimated hours are based on the following understandings and expectations:

- A single review of the draft Part 12D Report will be adequate.
- Approximately three weeks of review time is sufficient for The City.
- This task includes preparation of the Part 12 Report and delivery to the FERC D2SI-PRO.

Deliverables: Final Part 12D Report, consistent with the FERC guidelines for the project.

Scope Disclaimer

Conclusions, opinions, and recommendations are based on a limited number of observations and data. HDR can make no other representation, guarantee, or warranty, express or implied, regarding the services, communication (oral or written), report, opinion, or instrument of service to be provided.

Detailed investigations and analyses involving topographic mapping, subsurface investigations, testing, and detailed computational evaluations are beyond the scope of this assessment report. The condition of the dam will vary over time depending on numerous and constantly changing internal and external conditions. It would be incorrect to assume that the reported condition of the dam will continue to represent the condition of the dam at some point in the future. Only through continued care and inspection can unsafe conditions be detected.

Team

The team will be as follows:

- Keith Moen PE Independent Consultant
- Mick Schubert Project Manager/Hydrology Review
- Tom O'Brien, Senior Review QA/QC
- Nick Dempsey, Note Taker
- Others include EIT report preparation support, clerical/administrative support and accounting

Schedule

Notice to Proceed..... Mid August, 2022
Background data transfer Mid to late August
Site Visit September 12th and 13th
Draft PFMA Update and Major Findings Memo Mid October
Final PFMA Update and Major Findings Memo End of October
Draft Part 12D CSIR End of December
Final Part 12D CSIR End of January, 2023

Budget

HDR recommends a budget based on a time-and-materials basis.

- Not to exceed (without written permission from City) \$49,900

Contract

HDR has successfully negotiated a contract with The City for dam safety work, and we suggest using the previous terms for this work.

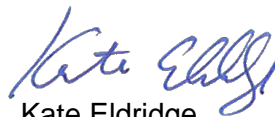
Please do not hesitate to contact me at (206) 826-4685 or Kate Eldridge at (208) 387-7019 if you have any questions or comments regarding this proposal.

Sincerely,

HDR Engineering, Inc.



Keith Moen
Independent Consultant



Kate Eldridge
Senior Vice President



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMINISTRATOR

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: February 16, 2024

RE: Street Department – Dawson Brod – Road Scholar Achievement

The street department receives training and support from Idaho's Local Highway Technical Assistance Council (LHTAC), with respect to flagging, roadway materials, surveying, maintenance, and several other topics related to street operations and management. Dawson Brod has recently achieved the Road Scholar level in LHTAC training. Historically, the City has awarded employees with an additional \$0.50 in hourly pay with that achievement.

I am requesting that Dawson Brod's pay be increased by \$0.50 per hour based on the Road Scholar achievement.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMINISTRATOR

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/Administrator
DATE: February 16, 2024
RE: Pool – Assistant Pool Manager Position

The pool is currently managed by David Hatch, who has been very successful in staffing the pool, training lifeguards, and operating the pool with record attendance. David has let me know that he is willing to manage the pool, but with reduced hours this year. And David will likely not be back to work for the City full-time in 2025. I talked with David about strategies for managing the pool going into the future and how to continue the operational success of the facility.

I am proposing to advertise for an assistant pool manager that would work directly with David during the 2024 season, to hopefully move into the management position in 2025. An assistant pool manager could take on a good portion of the management role in 2024 with David's guidance and training. I am requesting that the council authorize staff to advertise for an assistant pool manager based on the attached job description.

Thank you,

Mike



ASSISTANT CITY POOL AND AQUATIC MANAGER JOB DESCRIPTION

JOB TITLE: Assistant City Pool and Aquatic Manager

RANGE: \$15-\$17 (D.O.E)

STATUS: Part-Time, Seasonal

SUPERVISOR: City Pool Manager

GENERAL STATEMENT OF DUTIES

This description is not intended to contain a comprehensive list of activities, duties, or responsibilities. Additional duties may be assigned based on operational and budgetary needs.

The Bonners Ferry municipal city pool is an outdoor pool built circa 1935. In 2018-19 the facility went through a complete renovation to replace some of the aging infrastructure. In 2020, the City installed a ±500 square foot splash pad as an added enhancement to the pool facility. The city pool is considered a community asset with a main objective to offer a safe place for children to learn how to swim. Due to the pool being outdoors, the season runs for 8-10 weeks during the summer months, opening in mid-June and closing in mid to late August. Given the shortened season, it is the city pool and aquatic manager primary objective to maximize the facility for the benefit of the community. This includes, but is not limited to, the development of lifeguards, improving community outreach about pool programs and to ensure continued community support.

The position is intended to work directly with the Pool Manager to assist with the duties associated with the management of pool operations.

ESSENTIAL JOB FUNCTIONS

- Work with city budgets on the operation and maintenance of the facility from season to season.
- Must be able to work with limited budget and seek opportunities for grants and other funding sources to expand services.
- Recommend to City Administrator and Mayor how to build programs that meet the community needs and interest.
- Participate in the hiring of Lifeguards each season.
- Plan, organize, schedule, and coordinate summer swim lesson program(s).
- Develop pool schedules and programs to fit into open pool season.
- Ensuring clean and safe environment at the pool and splash pad.
- Assess Lifeguard performance through in-service training as well as ongoing drills.
- Establish and maintain an effective customer service toward all users.
- Manage and coordinate special programs and pool rentals.

- Coordinate American Red Cross classes and provide certificates.
- Conduct chemical treatment testing and pool regulatory testing compliant with all state and city regulations, this includes maintaining water levels to ensure filtration system is operating at its optimum level.
- Assume and perform other duties as required and as needed.

SKILLS AND ABILITIES

- Strong leadership, management, and interpersonal skills.
- Understand how to operate and treat chemical levels in pool to meet regulatory requirements and to ensure public health is maintained.
- Program, activity and industry best practices in Aquatic Facility management.
- Knowledge of youth, aquatic and outdoor program development and management.
- Red Cross lifeguard training and first aid- the ability to training new lifeguards in this area.
- Problem-solving skills, resourcefulness, ability to think creatively.
- Ability to work independently and under pressure.

EDUCATION AND TRAINING

- Minimum of 3 years related experience and or training or equivalent combination of education and experience.

Physical, Mental and Environmental Demands:

- Must be able to perform duties of a physical nature, including standing, lifting, sitting, walking and swimming.
- Must be able to work variable hours, weekends, and evenings while pool is open.
- Must be able to hear and speak to supervise staff and oversee pool operations.