

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonnors 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
Bonnors Ferry City Hall
7232 Main Street
267-3105
June 4, 2013
6:00 p.m. Budget Workshop
7:00 p.m. Regular Meeting**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

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

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approve May 21, 2013 Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. City – Approve Special Event Permit for Boundary County Parks and Recreation Swish Basketball Tournament on July 13, 2013 Downtown (attachment)
6. City – Approve Catering Permit for Mario DeLeon dba Mario's Restaurant for the Bull Bash at the Fairgrounds on June 15, 2013 (attachment)
7. Water – Authorize Mayor to Sign USDA Control Sheet and Approve Payment for Welch Comer and Accelerated Excavating and Construction for the Highway 95 South Waterline Project (attachment)

8. City – Authorize Mayor to Sign Lease with Kootenai River Inn for City Property near the Inn (attachment)
9. City – Approve Zoning and Building Code Violations Procedure for Abatement (attachment)

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

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

10. City – AIC Annual Conference in Boise June 19 through June 21, 2013

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

Date of Application 5/22/13
License Issued to: Boundary County Parks + Recreation
Business Name: Same
Mailing Address: P.O. Box 3044
Physical Address: 7171 5th St. Bonners Ferry, ID.
Phone Number: 304-3603
Type of Event: Swish 3on3 Tournament
Dates of Event: July 13th 2013
Location of Event: Downtown main street and a few side streets.
Time of Event: Setup Friday evening 5:00 pm Saturday 8:00 am - 7:00 pm

By application, we agree to hold the City harmless from any and all acts of malfeasance and nonfeasance of the licensee, its agents, employees and guests; and

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

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.
\$100.00 Event Fee plus \$100.00 Cleanup Fee

Applicant Signature Anne Tompkins
Office/Title Boundary County Parks + Rec. Sport Director

Office Use:

Fee Paid 135⁰⁰ Date 5-23-13 Receipt No. 11334-10
Approved By _____ Date _____

HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

*** INITIAL EACH PARAGRAPH, SIGN AND RETURN THIS DOCUMENT WITH
YOUR APPLICATION***

*** PLEASE RETAIN A COPY FOR YOUR RECORDS ***

ACTIVITY: Bonnors Ferry Swiss 2013

AA In consideration for being permitted by the **City of Bonners Ferry, Idaho** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge and indemnify, in advance, the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the **City of Bonners Ferry, Idaho** (its officers, employees or agents).

AA I further agree that this hold harmless agreement further binds any corporation, person and/or entity which I may own, represent or be an agent for, throughout the activity, to include preparation and conclusion activities. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees and all members of my family

AA I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release, indemnify and hold harmless the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

AA I further agree to indemnify and to hold the **City of Bonners Ferry, Idaho** (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

AA I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE **CITY OF BONNERS FERRY, IDAHO**, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL. (Each participant / vendor must personally sign).

SIGNATURE: Anne Tompkins DATE: 5/22/13

PRINT NAME: Anne Tompkins ADDRESS: P.O. Box 3044

TELEPHONE # 304-3603

CERTIFICATE OF INSURANCE		Issue Date: Thursday, May 23, 2013 9:05:06 AM
Agent for Public Entity: Darrell Kerby Pace-Kerby and Co Inc Box 809 Bonners Ferry ID 83805-		This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not affirmatively or negatively amend, extend or alter the coverage afforded by the policy below. This certificate of insurance does not constitute a contract between the issuing insurer, agent and the certificate holder. PROGRAM AFFORDING COVERAGE: Idaho Counties Risk Management Program, Underwriters
Insuring Pool Participant: Boundary County PO Box 419 Bonners Ferry ID 83805-		

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

Section Number	Type of Insurance -Coverage Form	Policy Number	Effective Date	Expiration Date	Property Deductible (except flood/quake):	Limits	
		32A01011100112	5/23/2013	09/30/2013	\$1,000		
V	PROPERTY INSURANCE	A. Buildings, Structures and Personal Property B. Automobile and Mobile Equipment Physical Damage C. Operational Disruption Expense D. Valuable Papers and Records			Amount Reported in Schedule of Values and with limits, conditions and exclusions		
					For Claims Brought Pursuant to Title ,Ch.9, Idaho Code	For All Other Covered Liability Claims	
VI	COMPREHENSIVE GENERAL LIABILITY	A. General Liability B. Law Enforcement Liability C. Sexual Molestation (CLAIMS MADE)			Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
					Each Claim	\$500,000	\$3,000,000
VII	AUTOMOBILE LIABILITY	A. Automobile Liability B. Automobile Medical Payments C. Uninsured/Underinsured Motorist			Each Occurrence	\$500,000	\$3,000,000
					Each Person	\$5,000	\$5,000
					Each Accident	\$100,000	\$100,000
					Each Person	\$100,000	\$100,000
					Each Accident	\$300,000	\$300,000
VIII	ERRORS AND OMISSIONS -CLAIMS MADE FORM	A. Errors/Omissions Liability B. Employee Medical Ins Benefit Liability C. Employment Practices Liability			Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
					Each Occurrence	\$500,000	\$3,000,000
IX	CRIME INSURANCE <small>-OCCURRENCE FORM (INCLUDES PUBLIC OFFICIALS SURETY-IN-LIEU)</small>	A. Employee Dishonesty B. Money and Securities (within premises) C. Money and Securities (outside premises)			Each Occurrence		\$500,000
					Each Occurrence		\$500,000
					Each Occurrence		\$500,000
X	BOILER AND MACHINERY	A. Damaged Property B. Expediting Expenses C. Business Income and Extra Expense D. Spoilage Damage E. Utility Interruption F. Newly Acquired Premises G. Ordinance or Law H. Errors and Omissions			Each Occurrence		Varies Per Item
					Each Occurrence		\$2,500,000
					Each Occurrence		Included
					Each Occurrence		\$1,000,000
					Each Occurrence		\$2,500,000
					Each Occurrence		\$5,000,000
					Each Occurrence		\$5,000,000
					Each Occurrence		\$10,000,000
					General Aggregate		\$100,000,000

Description of Operations/Locations/Vehicles/Restrictions/Special Items:
 Bonners Ferry Swish 7-13-2013

Evidence of Insurance

Certificate Holder: City of Bonners Ferry PO Box 149 Bonners Ferry ID 83805	Cancellation Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Authorized Representative <i>Shery Harmon</i> ICRMP 12/13
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RECEIVED

MAY 21 2013

CITY OF BONNERS FERRY
CATERING PERMIT APPLICATION

CITY OF BONNERS FERRY

Owners Name: Mario DeLeon

Business Name: Mario's Mex Rest.

Business Address: 6536 M. St

State Beverage License Number: 11548

I hereby request a catering permit for the following dates: 6-15-13

from the hours of 8:00 a.m. to 9:00 p.m. at the

following location: Fair

Catering will be done for the following group or organization sponsoring the event: Rodeo.

Type of Event: _____

Wine: _____ Beer: _____ Hard Liquor: _____

Mario DeLeon 5-21-13
Signature of the Licensee Date

Mario DeLeon
Printed Name

Address: _____ Phone: _____

Date Submitted to City Council 6-4-13

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

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

CATERING PERMIT REQUIREMENTS

AS

1. Business obtained Catering Permit Application which includes business name, address, and license number; date(s) of use, location of use, and name of individual or organization using the permit.

NS

2. Advised applicant it is mandatory to post age restrictions and abide by all Alcohol Beverage Control regulations.

NS

3. Advised applicant it is mandatory to display Catering Permit at location of use.

NS

4. Advised applicant to pay \$20.00 per day fee, unless waived by City Council.

ND

5. Confirmed that Catering Permit will not be used within 300 feet of school, church, or other place of public worship.

5-24-13
Date

Mario's Mex Rest
Business

[Signature]
Chief of Police

Council Designee

USDA Control Sheet

City of Bonners Ferry Water System Improvement Project

Project Number: 15856.00.0

The invoices/billings with backup (if applicable) are attached.

REPORT DATE:

05/24/13

REQUEST #

8

INVOICE DATE	INVOICE NUMBER	CLAIMANT	INVOICE AMOUNT	TO BE FUNDED BY:				BUDGET CATEGORY
				ICDBG	USDA Loan	USDA Grant	City of Bonners Ferry	
05/23/13	2013282	Welch Comer & Associates	\$ 7,369.85			\$ 7,369.85		Const/Insp Construction
05/24/13	1	Accelerated Exc. & Const.	\$ 33,839.00			\$ 33,839.00		
TOTAL REQUEST FOR FUNDS:			\$ 41,208.85	\$ -	\$ -	\$ 41,208.85	\$ -	

Recommended by:

Wesley Mauer

(Engineer)

5/28/13

(Date)

Approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Invoice

May 23, 2013
Project No: 45004.00.0
Invoice No: 2013282

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45004.00.0 Bonners Ferry-US95 Kennedy-Cnty Rd 2D WL

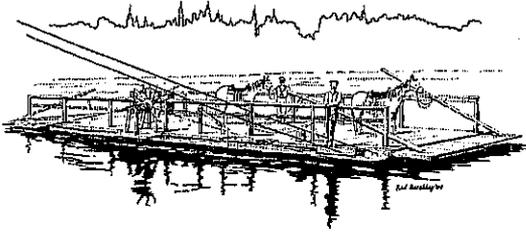
Professional Services from April 21, 2013 to May 18, 2013

Phase	050	Construction Phase Services	
Fee			
Total Fee		18,800.00	
Percent Complete	30.00	Total Earned	5,640.00
		Previous Fee Billing	940.00
		Current Fee Billing	4,700.00
		Total Fee	4,700.00
		Total this Phase	\$4,700.00

Phase	052	Resident Project Representative		
Professional Personnel				
		Hours	Rate	Amount
RPR Services				
Gazdik, Jerry	5/18/2013	31.00	80.00	2,480.00
RPR Services				
Totals		31.00		2,480.00
Total Labor				2,480.00

Unit Billing				
Reimbursable Mileage	.565			
5/14/2013	RPR	88.0 Miles @ 0.565		49.72
5/15/2013	RPR	140.0 Miles @ 0.565		79.10
5/16/2013	RPR	45.0 Miles @ 0.565		25.43
5/17/2013	RPR	63.0 Miles @ 0.565		35.60
Total Units				189.85

Billing Limits	Current	Prior	To-Date	
Total Billings	2,669.85	0.00	2,669.85	
Limit			27,400.00	
Remaining			24,730.15	
		Total this Phase		\$2,669.85
		Total this Invoice		\$7,369.85



MEMO

CITY OF BONNERS FERRY

May 28, 2013

RE: Lease with Kootenai Tribe for Property around Kootenai River Inn

The following lease covers four (4) parcels of property that are located around the Kootenai River Inn property. Two of the parcels are located within the area that is paved as the Inn's parking lot. The remaining two are located near the new hotel addition and levee. Attached is a map showing the 4 parcels. Parcel #1 represents a platted portion of Mill Street which is paved over and located within the parking lot as it now exists. Parcel #2 is also paved over as part of the existing parking lot. Parcel #3 represents a platted portion of Oak Street which is located immediately adjacent to the new hotel addition and is proposed to be maintained as landscaping by the Tribe. Parcel #4 represents a portion of the levee which the Tribe will also maintain the landscaping on.

The Tribe has asked for a lease agreement with the City to provide both parties with some long term security for the maintenance of the property. The Tribe has agreed to maintain landscaping and perform general upkeep on the parcels as appropriate. The term of the lease is 25 years and can be terminated by either party for failure to perform any promises made in the lease agreement.

The Kootenai Tribal Council approved the attached lease at its May 28th meeting and request that the Council approve the Mayor to sign the lease for the City.

Andrakay Pluid

LEASE

THIS AGREEMENT, entered into this ____ day of _____, 2013, by and between the CITY OF BONNERS FERRY, an Idaho municipal corporation (hereinafter, "City"), and the KOOTENAI TRIBE OF IDAHO a _____ (hereinafter "Tribe"), an Independent Tribal Nation:

WHEREAS, City is the owner of real property which the Tribe desires to lease; and,

WHEREAS, City has made a study of the hereinafter described property to determine the present needs of the City; and,

WHEREAS, City has determined that said property is not presently needed for any use by the City, beneficial or otherwise.

WITNESSETH:

Now, therefore, the City agrees to lease property to the Tribe subject to the following terms, covenants and conditions:

1. TERM: The term shall be twenty-five (25) years, commencing the 1st day of May, 2013.
2. LEGAL DESCRIPTION: The property subject to this lease is described as:

Mill Street as currently platted proceeding northwest of Arizona Street in the City of Bonners Ferry (approximately 4,800 sq. ft.).

Lots Seven (7) and Eight (8), Block Fourteen (14), Eaton Townsites in the City of Bonners Ferry according to the Plat thereof on file with the Boundary County Recorder (approximately 4,250 sq. ft.).

Oak Street as currently platted proceeding northwest of Arizona Street in the City of Bonners Ferry (approximately 5,300 sq. ft.).

Lots Thirteen (13) and Fourteen (14), Block Three 3, Eaton Townsites in the City of Bonners Ferry, according to the Plat thereof on file with the Boundary County Recorder (approximately 4,500 sq. ft.).

3. CONSIDERATION: ONE DOLLAR (\$1.00) per year to be paid to City or before the 1st day of May each year.
4. ENTRY FOR INSPECTION: City of its agent shall have the right to enter upon said leased premises at all reasonable times to inspect the same. Tribe agrees to perform all covenants hereof and to make payments as herein specified; to comply with all effective laws, rules, ordinances, and regulations; to permit no lien or levy to attach to the leased premises which will in any way minimize the value of the property to lessors; and to keep noxious weeds off the property as far as reasonably possible.
5. CONDITION OF PREMISES DURING LEASE TERM: Tribe agrees to maintain leased premises in a visually attractive and safe manner during the term of this lease.
6. CONDITION OF PREMISES UPON TERMINATION: At the expiration of this lease or at any earlier termination thereof or any holding over, Tribe shall surrender the leased property in an orderly condition.
7. RIGHTS OF INGRESS AND EGRESS: Each party heretogives to the other such rights of ingress and egress as necessary for performance of and compliance with the terms, covenants, and conditions of this lease.
8. DEFAULT: In the event Tribe shall fail, neglect, or refuse to make any payment or perform any covenant herein contained on their part to be made or performed, City may terminate this lease and retake possession of the property herein devised unto Tribe. Provided, however, that City shall give fifteen (15) days notice

2. LEASE

in writing to Tribe of its intention to so terminate and provided further if Tribe shall within ten (10) days after receipt of such notice make such payment or perform such covenant, as they may be in default, then such notice of termination shall have no force nor effect.

9. NOTICES: Any and all notices required herein shall be deemed complete compliance with the terms hereof if sent in writing by United States registered or certified mail, postage prepaid, addressed to the respective party as hereinafter set forth:

To City at: City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805

To Tribe at: Kootenai Tribe of Idaho
P.O. Box 1269
Bonners Ferry, ID 83805

The above addresses may be changed at any time hereinafter by giving written notice thereof. Deposit in the mail properly addressed as described above shall constitute delivery.

10. SUCCESSORS: The terms shall extend to and be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
11. ACTIONS: In the event litigation should arise hereunder, the parties agree that the prevailing party shall be awarded reasonable attorney's fees from the other party upon final termination of the litigation. "Final termination" means disposition of the litigation so that no appeal rights remain.
12. LIABILITY INSURANCE AND INDEMNITY: Tribe shall indemnify and hold harmless City as to any and all claims for damages or injury made by third

persons arising from or, in any way, related to this lease. This includes acts by Tribe and Tribe's agents, employees, assigns, subleases, and guests. To that end, Tribe shall carry and keep in force at all times premises liability insurance in an amount of at least \$1,000,000; and of at least the amount required from time to time under the Idaho Tort Claims Act to provide full coverage of City of any amount of claim not covered by sovereign immunity. Such insurance shall include City in its coverage as an additional insured. Tribe shall annually provide the City with a copy of such insurance coverage.

13. HOLDING OVER: Should Tribe hold over after the expiration of this lease and no new such agreement shall be reached between the parties, Tribe shall be deemed tenants from year to year and shall be subject to all terms and conditions herein contained. The rental for such tenancy shall be ONE DOLLAR (\$1.00) per year.
14. TRANSFER, ASSIGNMENT, OR SUBLETTING: Tribe shall not transfer, assign, or subject the premises or any portion thereof or any of the property herein without the express written consent and approval of City herein.
15. RIGHT OF OCCUPANCY: Tribe shall have the exclusive right of occupancy and use of the premises herein devised unto them.
16. ACCEPTANCE OF CONDITION OF PROPERTY: City makes no representation as to the condition or quality of any property leased to Tribe and Tribe accepts all property in an "as is" condition.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals to be effective the day and year first set forth above.

CITY OF BONNERS FERRY

By: _____
Mayor, DAVE ANDERSON

ATTEST:

KRIS LARSON
Clerk for the City of Bonners Ferry

KOOTENAI TRIBE OF IDAHO

By: _____
Tribal Chairman

STATE OF IDAHO :
County of Boundary : ss

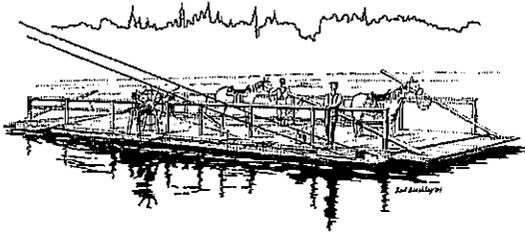
On this ____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared DAVE ANDERSON and KRIS LARSON, known or identified to me to be the Mayor and Clerk respectively, of the CITY OF BONNERS FERRY, and known to me to be the person whose name are subscribed to the within instrument and acknowledged to me that they executed the said instrument for and on behalf of said City, and acknowledged to me that such City executed the same.

Notary Public of Idaho
Residing in Bonners Ferry
Commission Expires: _____

STATE OF IDAHO :
County of Boundary : ss

On this ____ day of _____, 2013, before me, the undersigned Notary Public, personally appeared _____, known or identified to me to be the _____, of the KOOTENAI OF TRIBE, and known to me to be the person whose name are subscribed to the within instrument and acknowledged to me that he/she executed the said instrument for and on behalf of said entity, and acknowledged to me that such entity executed the same.

Notary Public of Idaho
Residing in Bonners Ferry
Commission Expires: _____



MEMO

CITY OF BONNERS FERRY

May 28, 2013

RE: Zoning and Building Violations Policy

Attached is a policy I would suggest implementing to give City staff a set procedure for how to deal with zoning violations. Currently there is no policy or procedure in place so some complaints/issues get lost in the shuffle.

Andrakay Pluid

Zoning and Building Code Violations Procedure for Abatement

The following is the suggested procedure to be followed in responding to zoning and building code violations:

1. **INVESTIGATION:** When it comes to the attention of City staff or administration that a potential zoning or building violation exists, they shall refer such information to the City Administrator. If, after consideration of the preliminary information and applicable Planning/Building code, the administrator believes there is reasonable cause to suspect a violation, the administrator shall instruct his/her department to begin an investigation. The assigned staff members shall compile as much evidence as is necessary for a determination to be made regarding the potential violation.
2. **INSPECTION:** There should be an inspection by staff to determine if the alleged violation exists. If the inspector believes there is no violation, a note shall be made to the file indicating the reason for the decision.
3. **CHECKLIST & PHONE CALL:** If the property is in violation, staff should create a file on the violation (including a checklist) and verify or determine who the property owner is. Staff should then telephone the property owner to discuss the violation. If the property owner indicates the violation will be abated within a few days, a follow-up inspection should be scheduled.
4. **LETTER & EVIDENCE:** If the violation is not abated, it may become necessary to attach additional documentation, including memoranda, photographs, etc. to the file. Staff should send a written notice of violation and demand that it be abated; staff should give a reasonable amount of time to abate (3 to 30 days). If the violation constitutes an immediate hazard, the time given should be shorter. Staff should schedule a follow-up inspection at the expiration of the time given.
5. **AGREEMENT:** If owners say they need more time, staff should offer them an abatement agreement for their signature: the Agreement should not allow more than double the original time, nor offer more than 90 days to abate the violation except under exceptional circumstances.
6. **CIVIL LITIGATION:** If the violation remains unabated after the expiration of time allowed in the notice, staff should refer the matter to the Legal Department for a civil complaint.
7. **CLOSURE:** When staff believe the violation has been abated, or after the resolution of litigation, the file should be closed with a memo indicating the resolution of the matter.