

Welcome to tonight's City Council meeting!

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

#### **Vision Statement**

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

**AGENDA  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
October 20, 2015  
7:00 p.m.**

#### **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**

Robert Hanover – Augusta Street Project (attachment)

#### **REPORTS**

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

#### **CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of October 6, 2015 Council Meeting Minutes and October 15, 2015 Special Council Meeting Minutes

#### **OLD BUSINESS**

#### **NEW BUSINESS**

5. City – Approve Special Event Permit for Bonners Ferry Band for 5K Halloween Fun Run on October 31, 2015 (attachment)
6. City – Approve Catering Permit for Kootenai Tribe of Idaho dba Kootenai River Inn for the Ducks Unlimited Banquet at the Fairgrounds on October 30, 2015 (attachment)
7. Police – Authorize Mayor to Sign Agreement for Animal Shelter Services (attachment)
8. City – Authorize Mayor to Sign Agreement for Attorney Services (attachment)

9. Police – Approval to Purchase Used Idaho State Police Vehicles
10. Mechanic – Approve Purchase of Lift for Service Trucks
11. Electric – Approve Change Orders for Moyie Substation Project (attachment)
12. Electric – Award Bid to Riverside Inc. for Unit 2 Rebuild (attachment)
13. Water/Sewer – Consider Request for Funding for Covered Storage Project (attachment)
14. Water – Authorize Mayor to Sign the Agreement with S&L Underground, Inc. for Construction of the Cassia Water Tank (attachment)
15. Planning and Zoning – Authorize Mayor to Sign Contract with Idaho Smart Growth for Comprehensive Plan Update Assistance (attachment)
16. City – Approve Proposal for 2016 Flower Baskets (attachment)
17. City – Discuss Christmas Party

**EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, 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 1, title 74, 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.
- (i) 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**

18. Street – Cleanup Week November 2, 2015 through November 9, 2015 (attachment)
19. City – AIC Training November 24, 2015 in Coeur d'Alene (attachment)

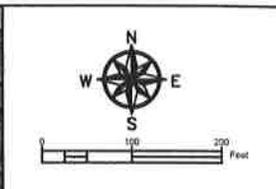
Augusta Street Project -- Road Closure/Proposed Restrictions at Valley View School

We the undersigned petitioners submit our request to the Idaho Department of Transportation, City Council, and Boundary County School District. We object to any proposal of a closure or restriction of traffic at Valley View School on Augusta Street. This school has been functioning in its current manner for over 50 years and we feel that 1. The proposed crossing project is an excessive design, 2. It restricts surface street traffic flow in the immediate area, causing potential fire/ambulance access difficulties, 3. It redirects traffic to other residential streets in the area and creates increased traffic volume on those streets, and 4. The City of Bonners Ferry Mobility West Traffic Plan advised our city to increase secondary roads traffic flow -- not decrease it.

Name Address Years at Residence Today's Date

Name	Address	Years at Residence	Today's Date
ROBERT HANCOCK	6832 AUGUSTA ST	25	
Mary Jane Hansen	6725 Augusta	22	
Brent Neuman	6715 Buchanan	11	10-15-15
John	6708 Buchanan		10-15-15
MAUREEN LANGRISH	6703 BUCHANAN ST	19	10-15-15
Aj Hart Jorgensen	" "	19	" "
Leah Baker	6689 Buchanan	53	10-15-15
Alva Baker	" "	" "	" "
Serina Jorgensen	6686 -1-	5	10-15-15
John	6678	6 yrs	10-15-15
David Rogers	6669 BUCHANAN	1 year	10-15-15
Carolyn M. Swartz	6668 BUCHANAN	18 yrs	10-15-15
Karen W. W. W.	6662 BUCHANAN	18 yrs	10-15-15
Olaf Bjelke	6645 Buchanan	1 yr.	10-15-15
Jaime Betton	6645 Buchanan	1 yr	10-15-15
Chadway Jordan	6634 Buchanan St	5 yrs	10-15-15
Jeff Jordan	6634 Buchanan St	2 1/2 yrs	10-15-15
John Negaard	6623 Buchanan St	2.5 yrs	10-15-15
John Negaard	" "	" "	10-15-15
MARISA KYRIACO	6617 Buchanan St	3 yrs	10/15/15
JOHN KYRIACO	" "	3 yrs	10/15/15
Candice C. Cross-Smith	6643 Stephens	30 years	10/15/15
Paul Kan	6667 STEPHENS	10 yr	10/15/15
Robert L. Felt	632 ST F. PH DR	30	10-15-15
Wayne Sommers	6275 Stephens St	4 yrs	10-15-15
Claudia J. Sommers	6675 Stephens Street	4 yrs	10/15/15
Rich Dodd	6683 Stephens St	BF 14	10/15/15
Teressa A. Dodd	6683 Stephens St	BF 14	10/15/15
Evelyn Eby	6680 Stephens	26 "	
Bernie Meseremunt	6660 STEPHENS	6 years	10/15/15
John Benson	6697 STEPHENS ST	24 years	10-15-15
Fanny Benson	6697 Stephens St	24 year	10/15/15
William Kirkos	6705 Stephens St	7	10/15/15
Philagueda	6711 Stephens St	1	10-15-15

NOV. 18 - 4:07 PM



VALLEY VIEW  
ELEMENTARY  
SCHOOL

STEPHENS ST

VALLEY VIEW  
KINDERGARTEN

RAISED CONCRETE  
SIDEWALK AT  
NARROWED  
SCHOOL CROSSING

LINCOLN ST

PROPOSED  
STORM DRAIN

EXISTING  
SIDEWALK

APARTMENTS

PROPOSED  
CURB RAMPS

PROPOSED 6'  
SIDEWALK

APARTMENTS

EXISTING  
STORM DRAIN  
OUTLET

AUGUSTA ST

PROPOSED STORM  
DRAIN & JUNCTION  
STRUCTURES ON  
EXISTING CULVERTS

U.S. HIGHWAY 95

EXISTING  
CURB RAMP

EXISTING 6'  
SIDEWALK

CITY OF BONNERS FERRY  
AUGUSTA STREET SIDEWALK PROJECT  
EXHIBIT 1: IMPROVEMENT PLAN

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

RECEIVED  
OCT 02 2015  
CITY OF BONNERS FERRY

Date of Application Sept. 23, 2015  
License Issued to: Bonnors Ferry Band  
Business Name: Boundary County School District  
Mailing Address: 6485 Tamarack Ln. Bonnors Ferry, ID 83805  
Physical Address: Same  
Phone Number: (208) 267-3149 (208) 596-3555 (cell)  
Type of Event: 5k Halloween Fun-Run  
Dates of Event: 10-31-15  
Location of Event: Fair Grounds, up Riverside St. + back  
Time of Event: 11:00 AM

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

The following requirements must be met:

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

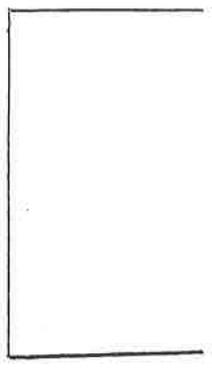
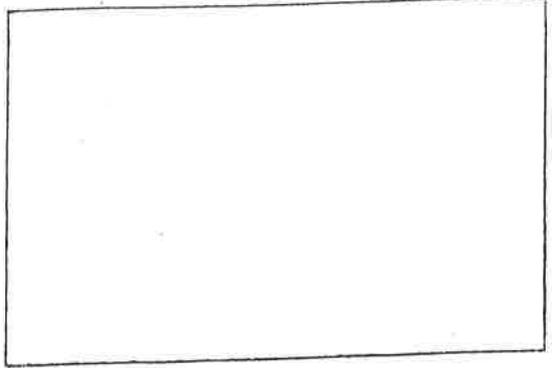
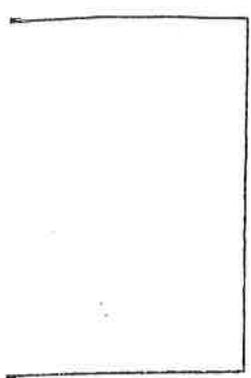
**Fees and proof of insurance must be provided to the City of Bonnors Ferry prior to the event.**

Authorized Signature for Applicant Jessica Harba  
Printed Name Jessica Harba  
Office/Title Band ~~Director~~ Director

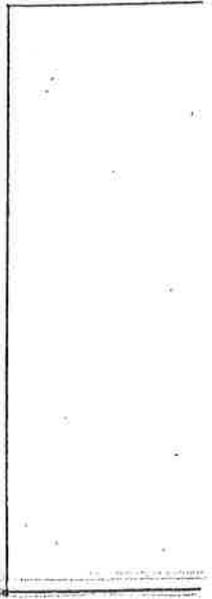
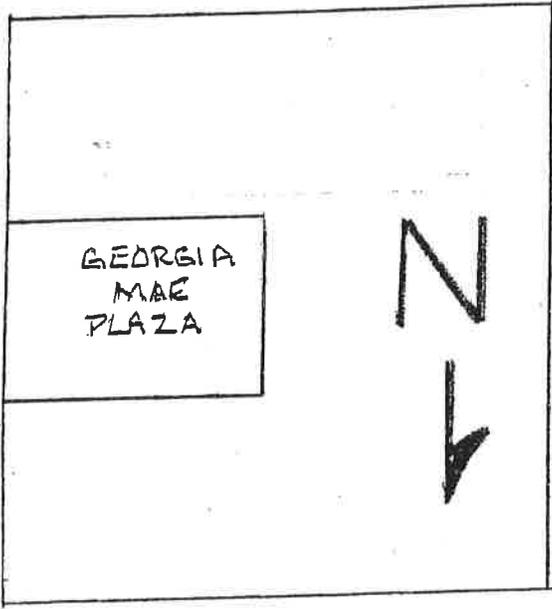
**Office Use:**

Fee Paid 0 - No Fee Date \_\_\_\_\_ Receipt No. \_\_\_\_\_  
Approved By \_\_\_\_\_ Date \_\_\_\_\_

ARIZONA STREET



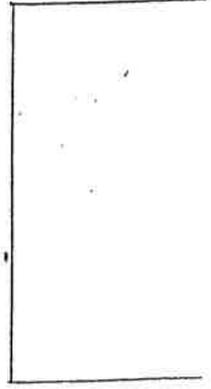
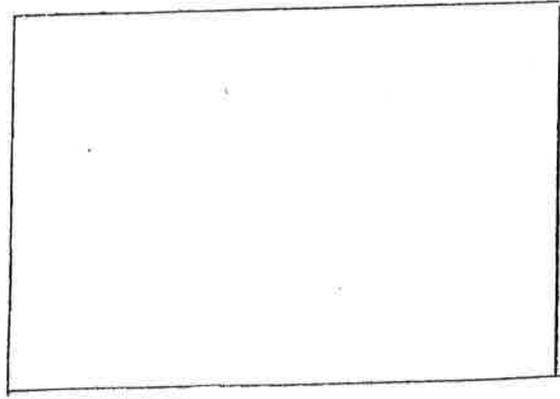
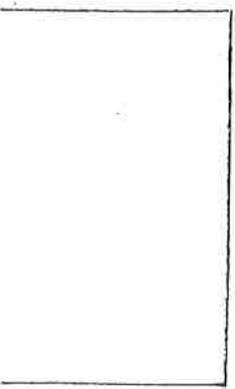
KOOTENAI STREET



MAIN STREET

FIRST STREET

BONNER STREET



TO FAIRGROUNDS →

ON SIDEWALKS

**CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION**

Owners Name: Kootenai Tribe of Idaho  
Business Name: Kootenai River Inn  
Business Address: 7169 Plaza  
Bonnors Ferry, ID 83805  
State Beverage License Number: 3977

I hereby request a catering permit for the following dates: 10/30/15  
from the hours of 4 a.m./p.m. to 12 a.m./p.m. at the  
following location: Fairgrounds

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

Type of Event: banquet

Wine:  Beer:  Hard Liquor:

Murreken Skeen 10/8/15  
Signature of the Licensee Date

Murreken Skeen  
Printed Name

Address: 7169 Plaza; BF Phone: 267-8511

Date Submitted to City Council \_\_\_\_\_

**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

RECEIVED  
OCT 08 2015  
CITY OF BONNERS FERRY  
DK 12:45P

## **AGREEMENT FOR SHELTER SERVICES**

This Agreement is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

### **1. CONSIDERATION**

As consideration for this Agreement, SCAA agrees to provide the services of its Animal Shelter to CITY as described below. In exchange, CITY agrees to compensate SCAA in fees as provided below.

### **2. FEES**

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10<sup>th</sup> day of the month following the services rendered at the rate of \$800.00 per month.

### **3. SERVICES**

A. CITY may impound dogs at SCAA's Animal Shelter (hereinafter "Shelter"), located at 6647 LINCOLN ST., BONNERS FERRY, ID 83805. CITY officers shall have access to the holding pens of the Shelter twenty-four (24) hours per day for placement of CITY collected dogs.

B. The Shelter shall be open to the public during the Shelter's normal business hours. The exception shall be for recognized Federal holidays when the Shelter may be closed.

C. SCAA shall maintain its shelter in a humane manner and shall keep its shelter in a sanitary condition at all times. All services provided by SCAA shall be provided in accordance with local laws and the laws of the State of Idaho. SCAA shall use humane methods in the care, euthanasia, and disposition of any dog under its jurisdiction.

D. SCAA will be allowed to sell dog license tags to the public during the hours the Shelter is open to the public.

E. SCAA shall be responsible for accounting for all tags, receipts, and monies associated with sold tags and for submitting said records to CITY in accordance with this Agreement.

F. This Agreement pertains only to dogs received from City Police and dogs released to City residents.

#### **4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS**

The following minimum holding periods are established. For all impoundment periods, the day after impoundment is considered the first day of impoundment.

##### **A. Lost or Stray Dogs**

SCAA shall hold a lost or stray CITY collected dog for not less than five (5) days (except for dogs which may be disposed of pursuant to paragraph 5C). During the five (5) day holding period the owner of the dog may pick up the animal after first paying the impound fees as stated in 6A of this Agreement and obtaining a City dog tag if the animal is not currently licensed. Owners are also required to show rabies vaccination certificate if the dog does not have a current rabies tag affixed to its collar as required by City ordinance 5-3C-3. If the dog does not have a current rabies tag or the owner does not have the required proof of rabies vaccination, they shall be informed of the City ordinance requiring such. SCAA shall inform the City Police of any dog released that does not have a current rabies tag or vaccination certificate. The City Police will follow up with the owner to make sure the dog receives the required vaccination.

##### **B. Quarantined Dogs**

A dog placed in quarantine for observation for rabies symptoms shall be impounded for a period of ten (10) days. If, at the conclusion of the impoundment period, the animal has not exhibited any symptoms of rabies, the dog may be returned to the owner. Arrangements will be made to have a City Police officer at the shelter when the dog is released to address any restrictions that may be required of the owner in regards to I.C. § 25-2805(2). Regular impound fees will apply for each day the dog is impounded. The owner will be held to the same requirements in regards to providing proof of current rabies vaccinations as outlined in section 4A.

#### **5. DISPOSITION**

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves,

injured, sick, or diseased dogs may be considered for human disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

- D. Any CITY collected dog becomes the responsibility of SCAA when it is delivered to SCAA and becomes property of SCAA at the completion of the five (5) day holding period.

## **6. IMPOUND AND LICENSE FEES**

- A. Anyone claiming a CITY impounded animal during the minimum holding period shall pay any relevant fees established by SCAA in accordance with City ordinances. Fees other than City dog license fees shall be retained by SCAA. License fees shall be turned over to CITY one time per month by the tenth (10<sup>th</sup>) day of the following month.
- B. SCAA shall provide CITY with a current list of all fees charged by SCAA for services provided including impound fees. SCAA also agrees to provide CITY with an updated copy of any changes in the fee schedule within ten (10) days of amendment in the future.
- C. SCAA shall verify a current license on all claimed dogs. SCAA shall verify that the license is current or issue a new license before a dog can be released. The CITY will provide SCAA with sufficient license tags and forms to satisfy this requirement.
- D. SCAA shall collect license fees established in accordance with City ordinances. A one (1) dollar administrative fee will be added to each license sold by SCAA. The additional fee will be maintained by SCAA.
- E. CITY shall inform SCAA of any change of ordinance concerning license or impound fees to allow SCAA to remain in compliance with City ordinances.

## **7. RECORD KEEPING**

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis and provide the CITY with copies on or before the 10<sup>th</sup> day of the following month. CITY reserves

the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

## **8. BILLINGS AND PAYMENTS**

SCAA shall remit to CITY all license fees collected the previous month, along with applications and the number range for license tags issued. This will be done by the tenth (10<sup>th</sup>) day of each month.

## **9. TERM**

This Agreement will remain effective in one year installments beginning annually on October 1<sup>st</sup>, 2015, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

## **10. TERMINATION**

- A. Either party may terminate this Agreement for any reason upon sixty (60) days written notice to the other party. Within sixty (60) days of the effective date of termination, each party shall forward to the other party any and all billings due and owing.
- B. In the event that SCAA fails to provide services or follow City procedures and practice as required by this Agreement, CITY shall provide written notice to SCAA of such failure to provide services or follow City procedures and practices. SCAA shall be given thirty (30) days from the date of the written notification by CITY to provide the required services or follow City procedures and practices. In the event SCAA fails to provide the required services or follow City procedures or practices after thirty (30) days from receipt of written notification, CITY may terminate this Agreement upon thirty (30) days written notice.

## **11. INSURANCE**

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY 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 SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

**12. INDEMNIFICATION**

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other. Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.
- B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

**13. SEVERABILITY**

If any portion of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, then such portion shall be deemed modified to the extent necessary in the opinion of the court to render such portion enforceable and, as so modified, such portion and the balance of this Agreement shall continue in full force and effect.

**14. LAWS OF THE STATE OF IDAHO**

This contract is to be determined and construed under the laws of the State of Idaho.

**15. TOTAL AGREEMENT**

No changes or amendments are to be considered valid regarding this contract unless in writing and signed by both Parties. This contract is to be considered the total Agreement between the parties unless changed as state above.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement the day and year first hereinabove written.

ENTITY:

USER:

CITY OF BONNERS FERRY

SECOND CHANCE ANIMAL ADOPTION

BY: \_\_\_\_\_  
Dave Anderson, Mayor

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

ATTEST:

WITNESS:

\_\_\_\_\_  
Kris Larson, Clerk

\_\_\_\_\_

## ATTORNEY EMPLOYMENT AGREEMENT

THIS AGREEMENT is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF BONNERS FERRY, (hereinafter "CITY"), a municipal corporation of the State of Idaho and ANDRAKAY J. PLUID, (hereinafter "ATTORNEY"), regarding general legal representation.

The parties agree as follows:

1. **ATTORNEY SERVICES:**

- a. **CITY MEETINGS:** ATTORNEY agrees to attend a minimum of twenty (20) City Council meetings in each calendar year. If ATTORNEY is unable to attend a regularly scheduled meeting she shall make all reasonable efforts to provide Council with a minimum of twenty-four (24) hours advance notice.
- b. **OTHER MEETINGS:** ATTORNEY agrees to attend other evening meetings that require attorney presence at the specific request of the Mayor or Council. CITY shall make all reasonable efforts to provide at least forty-eight (48) hours advance notice prior to said meetings and ATTORNEY shall make all reasonable efforts to attend. If ATTORNEY cannot attend she will inform CITY promptly.
- c. **SCOPE OF REPRESENTATION (CRIMINAL):** ATTORNEY and CITY agree that representation involves the prosecution and enforcement of the laws of the State of Idaho and Bonners Ferry City Code which are no greater than a misdemeanor. All expenses incurred relating to the prosecution of cases for the CITY including, but not limited to, expert witnesses, extraordinary materials, and any outside opinions or assistance will be paid by the CITY. Approval of City Council shall be given prior to ATTORNEY incurring extraordinary expenses.
- d. **SCOPE OF REPRESENTATION (CIVIL):** ATTORNEY shall review all documents of a potentially legal nature and prepare such documents as requested. Documents contemplated may include, but is not limited to, contracts, agreements, bid specifications, resolutions, ordinances, and ordinance summaries, as requested by the CITY. CITY agrees to give ATTORNEY reasonable notice on drafting requests and review requests.
- e. **LIMITATIONS ON REPRESENTATION:** ATTORNEY and CITY agree that the representation is limited to general advice and document review or drafting regarding civil matters relating to the municipal matters of the CITY and to responsibilities as the prosecuting attorney for the CITY. Representation does not include civil actions initiated or defended by the CITY in any court. Both parties agree that any additional representation necessitates the hiring of outside counsel or an amendment to this

agreement in writing between the ATTORNEY and CITY. It shall be in the sole discretion of the ATTORNEY to inform and advise the CITY that the scope of representation has been reached and that outside counsel or an amendment to this agreement is required. ATTORNEY shall make this determination in good faith.

- f. **QUALITY OF SERVICES:** ATTORNEY shall make best efforts to provide the quality legal services necessary to meet the CITY'S needs. ATTORNEY will perform all duties assumed under this agreement in accord with the standards of professional conduct in the legal profession. In accordance with such standards, time is of the essence in performance of the terms of this agreement. ATTORNEY shall maintain good standing with the Idaho State Bar Association and keep her legal license current and valid at all times while representing the CITY.
2. **NON-EXCLUSIVITY:** This agreement shall not be deemed exclusive; the CITY may hire additional legal counsel when specific expertise is required and ATTORNEY is free to represent other clients, providing that other representation does not ethically or legally conflict with representation of the CITY. ATTORNEY may maintain another office location outside of City Hall for the purpose of meeting with and serving other clients.
3. **COMPENSATION AND TERMS:**
  - a. **EMPLOYMENT STATUS:** ATTORNEY shall be classified as an employee of the CITY. Standard federal and state employee payroll taxes shall be withheld and paid by the CITY on behalf of the ATTORNEY.
  - b. **MONETARY COMPENSATION:** This Agreement shall include a salary of Fifty-Three Thousand Five Hundred and Fifty Dollars (\$53,550.00) per year. Salary is to be paid every two (2) weeks in accordance with the CITY payroll schedule.
  - c. **BENEFITS:** ATTORNEY shall receive, as part of her compensation package, family medical coverage under the CITY'S medical benefits program for employees (Blue Cross of Idaho). ATTORNEY and CITY shall also continue to make contributions to ATTORNEY'S PERSI account in the legally mandated amounts.
  - d. **LEGAL RESEARCH MATERIALS:** CITY shall pay for the costs of a legal research program subscription (WestLaw Next or similar) for legal research services in support of the CITY as contemplated in this Agreement.
  - e. **ADMINISTRATIVE SUPPORT:** CITY shall provide ATTORNEY with paralegal/secretarial support as practicable. CITY shall cover costs of all supplies used in the normal operation of this contract including office supplies or materials, telephone, internet and fax services, and computer.

- f. CONTINUING LEGAL EDUCATION AND TRAVEL: The CITY agrees to cover the cost of or reimburse ATTORNEY for the cost of travel and meal expenses, continuing legal education, or special workshops approved in advance by the CITY and in accordance with the policies of the CITY.
  - g. TIME COMMITMENT: ATTORNEY and the CITY agree that the compensation package described herein denotes a time commitment by ATTORNEY of approximately one thousand and forty (1,040) hours yearly or roughly twenty (20) hours per week.
  - h. AVAILABILITY: ATTORNEY shall be available by telephone and/or in person to promptly advise CITY staff, personnel, and officials. ATTORNEY will make reasonable efforts to establish a schedule for time spent within her office at City Hall on a weekly basis. ATTORNEY shall make reasonable efforts to comply with this schedule and will promptly inform CITY staff if she cannot be present at a scheduled time.
  - i. RECORD KEEPING: ATTORNEY shall maintain records regarding time spent on CITY matters and shall provide said accounting to CITY upon request.
4. INSURANCE: CITY agrees to insure against any claims made against ATTORNEY for services provided within the course of her employment or for services performed under this contract. The CITY will provide a defense for ATTORNEY to any third party action in the same manner and to the same extent as provided for attorneys pursuant to Idaho Code § 6-903.
5. TERM OF CONTRACT:
- a. TERM: The term of this Agreement shall be one year from the date of signing by both parties.
  - b. EARLY TERMINATION: Either party may terminate the Agreement with thirty (30) days written notice. Termination by the CITY shall require a majority vote of City Council pursuant to Bonners Ferry City Code § 1-7-3.
  - c. CONTINUING TERMS: At the completion of the term stated in this Agreement if a new agreement has not been renegotiated between the CITY and ATTORNEY, the terms of this Agreement shall remain in effect until such time as a new agreement is reached.
  - d. RENEGOTIATION: Each year the Mayor and ATTORNEY shall engage in renegotiation of this Agreement before such time as the upcoming yearly budget is established and published according to law. If a satisfactory agreement cannot be reached the above provision shall apply until such time as a new agreement is reached. If a new agreement satisfactory to both parties cannot be reached by October 1<sup>st</sup> of the year, the ATTORNEY may withdraw from representation of the CITY.
  - e. WITHDRAWAL: ATTORNEY may withdraw with CITY'S consent or for good cause from any legal representation. Good cause includes: CITY'S

material breach of this agreement, CITY'S refusal to cooperate with or follow attorney's advice in any circumstance or situation that would render ATTORNEY'S continuing representation unethical or unlawful under the Idaho Rules of Professional Conduct.

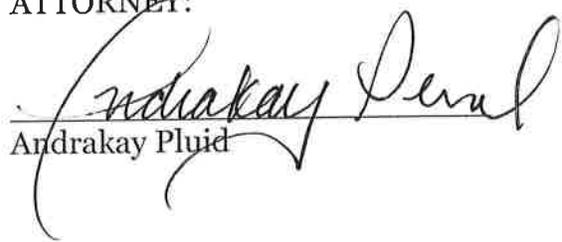
6. **PUBLIC OFFICIAL**: ATTORNEY shall be a public official functioning as the City Attorney.
7. **CHOICE OF LAW**: Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the laws of the State of Idaho.
8. **DISPUTE RESOLUTION**: ATTORNEY agrees that she will not bring suit against the CITY concerning events arising out of the performance of this Agreement except for non-payment of compensation as stipulated to in this Agreement or for intentional wrongful conduct which harms the ATTORNEY. The CITY'S right to recover against the ATTORNEY shall be limited to causes of action related to intentional conduct adverse to CITY'S interest or to ATTORNEY'S failure to perform duties assumed under this Agreement.
9. **NON-WAIVER**: 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.
10. **ENTIRE AGREEMENT**: This is the entire Agreement of the parties and can only be modified or amended in writing by both parties.
11. **SEVERABILITY**: If any part of this Agreement is held unenforceable, the remaining provisions of the Agreement shall nevertheless remain in full force and effect.

IN WITNESS THEREOF, the CITY, by and through its officers, and the ATTORNEY have set their respective hands on this Agreement the day and year first set forth above.

CITY OF BONNERS FERRY:

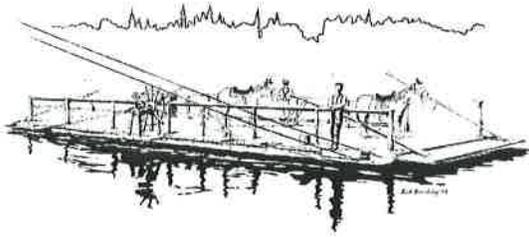
ATTORNEY:

\_\_\_\_\_  
Dave Anderson, Mayor

  
\_\_\_\_\_  
Andrakay Pluid

Attest:

\_\_\_\_\_  
Kris Larson, City Clerk



# MEMO

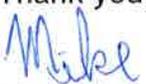
CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

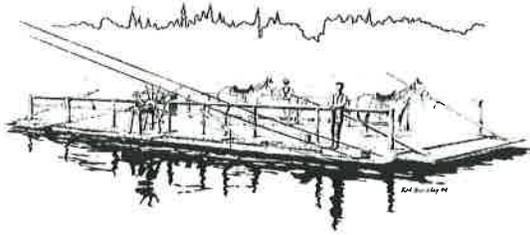
Date: October 20, 2015  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: Moyie Substation Project - Change Orders

The Moyie Substation project is nearly complete, and overall has been a successful project. However, three changes in the project have been needed that will cost extra money. I have listed those three below:

1. Fencing change:	\$1,077.00
2. High Potential Testing:	\$2,642.00
3. Insulators/Cable supports:	<u>\$4,702.00</u>
Total:	<b>\$8,421.00</b>

The change orders listed represent just over 1% of the total contract amount of \$804,351. I anticipate one other change order for a concrete pad that was not accounted for during design, that will be needed with respect to the line move project that is underway this week. I will be glad to explain the need for the items listed above at the Council meeting, but feel free to call if you have any questions for me before that time.

Thank you,  
  
Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

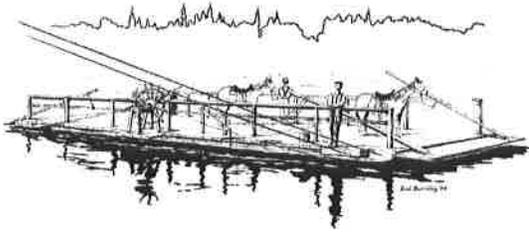
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Date: October 20, 2015  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Moyie Hydro - Unit 2 Rebuild**

Only one bid was received for the Unit 2 rebuild project. Riverside Inc. provided the single bid that included a base bid of \$96,130.00, and eight alternates that totaled \$29,630. I recommend the award of the project to Riverside Inc., in the amount of \$125,490.00 (base+alternates). It is very possible that some of the alternates will not be needed, potentially lowering the overall cost of the project. However, it will be difficult to predict the needed alternates until the unit is disassembled.

Thank you,

Mike



## CITY OF BONNERS FERRY

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

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# MEMO

**Date:** 10/15/2015  
**To:** Honorable Mayor and City Council  
**From:** Adrian Dice, Superintendent of Water and Sewer  
**Re:** Request for funds to put in covered storage at the water shop

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In the last year, the subject of covered storage at the city yard has come up on several occasions, and money has been allocated in the budget for the last couple of years for that. There was an agreement made to move forward, but since Mr. Boorman is no longer here and the price for materials has gone up a little, I would like to have the council approve of us putting in covered storage at the city yard this winter. Specifically water and sewer department personnel would work with Bruce Dalley in November to put a 24' lean to on the back side of the mechanics shop. It would be identical to the ones he put on the Electricians shop and line shop a few years ago. This would provide us 6 bays to put 3 work trucks, the boat, the trailer, the camera van, the low pro dump truck, and other equipment under a roof so they are out of the snow and rain. This should be a big improvement towards maintaining the lifespans of department equipment and tools.

The budget for this year has \$13,000.00 allocated for covered storage for the sewer dept., and \$3,000.00 allocated for the water dept. Bruce put a materials list together that totaled \$10,820.00. I would like to request that the council authorize up to \$13,000.00 to do this project, including labor. While this is a lot of money, it would provide us with about 1,800 square feet of cover. I believe this is a good value for the money. If this is approved, the area is already cleaned up and leveled, so we would be able to complete the project within the next several weeks, and be using it by the time it starts snowing.

Thank you for your consideration,

Adrian Dice

# SECTION 00 5200 - STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the 9<sup>th</sup> day of October, in the year 2015 by and between CITY OF BONNERS FERRY (hereinafter called the OWNER) and S&L UNDERGROUND, INC. (hereinafter called the CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants set forth, agree as follows:

## Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents titled "CITY OF BONNERS FERRY CASSIA STORAGE TANK Project," dated May, 2014 and is generally described as follows:

Base Bid shall include construction of the 350,000 gallon storage facility, demolition of an existing 150,000 gallon concrete storage reservoir, site excavation and grading, reservoir foundation (including auger cast piles), construction of approximately 450 lineal feet of 16 inch transmission main, site piping and surface restoration. Base Bid does not include the roof system

Add Alternate 1: shall include a check valve vault.

Add Alternate No. 2: shall include a cast in place roof system.

## Article 2. ENGINEER.

The Project has been designed by Welch Comer & Associates, Inc. The OWNER has retained Welch, Comer & Associates, Inc. and designated the firm as the ENGINEER who is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with design of the Work in accordance with the Contract Documents.

## Article 3. CONTRACT TIMES.

3.1 The Work will be substantially completed within 249 calendar days after the date when the Contract Times commence to run as provided in paragraph 2.03 of the EJCDC General Conditions, and completed and ready for final payment in accordance with paragraph 14.07 of the General Conditions within ten (10) calendar days after the date of substantial completion.

3.2 *Liquidated Damages:* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER ONE THOUSAND dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete.

3.3 After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER ONE THOUSAND dollars (\$1,000.00) for each calendar day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

#### Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item as indicated in the Bid Schedule included in the Bid Proposal.

TOTAL OF ALL UNIT PRICES: \$1,088,020.00 (One million eighty-eight thousand twenty and 00/100 )

As provided in paragraph 11.03 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by ENGINEER as provided in paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

#### Article 5. PAYMENT PROCEDURES.

5.1 CONTRACTOR shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ENGINEER as provided in the General Conditions.

5.2 *Progress Payments: Retainage.* OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, during construction on a duly certified estimate of the work complete, less five percent (5%) retainage. All such payments will be measured by the schedule of values established in paragraph 2.07.A of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is not schedule of values, as provided in the General Requirements. Payment of Owner approved applications for payment shall be made within forty-five (45) calendar days from the date of approval.

5.3 *Final Payment.* Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.07. Payment of OWNER approved final application for payment shall be made within sixty (60) calendar days from date of approval.

#### Article 6. CONTRACTOR'S CERTIFICATIONS

6.1 Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 6.01:

- A. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
- B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
- C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
- D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## **Article 7. CONTRACT DOCUMENTS.**

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 7.1 This Agreement (pages 1 to 4 inclusive)
- 7.2 Performance, Payment, and other Bonds identified as such
- 7.3 Certificates of Insurance
- 7.4 Notice of Award
- 7.5 The Contract Documents and drawings as itemized in the Index to Contract Documents
- 7.6 Supplementary General Conditions (pages 1 to 5 inclusive)
- 7.7 EJCDC General Conditions (pages 1 to 41 inclusive)
- 7.8 CDBG Funding Requirements as detailed in Section 4 of the Contract Documents
- 7.9 Addenda numbers 1 to 3 inclusive
- 7.10 CONTRACTOR's Bid Package as identified
- 7.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages \_\_\_\_ to \_\_\_\_, (inclusive).
- 7.12 General Wage Decision No. ID150041 8/07/2015 ID41
- 7.13 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: Notice to Proceed and all Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraph 3.04 of the General Conditions.

The documents listed in Article 7 et seq. above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be amended, modified or supplemented as provided in paragraph 3.04 of the General Conditions.

## **Article 8. MISCELLANEOUS.**

8.1 Terms used in this Agreement will have the meanings indicated in the General Conditions and the Supplementary Conditions.

8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, monies that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

8.3 OWNER and CONTRACTOR each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreement and obligations contained in the Contract Documents.

8.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in triplicate. One counterpart each has been delivered to OWNER, CONTRACTOR and ENGINEER. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER on their behalf.

OWNER: City of Bonners Ferry

CONTRACTOR: S&L Underground, Inc.

By: \_\_\_\_\_

By: *Shem Johnson*

Name/Title: \_\_\_\_\_

Name/Title: Shem Johnson - president

Date: \_\_\_\_\_

Date: 10/9/15

[CORPORATE SEAL]

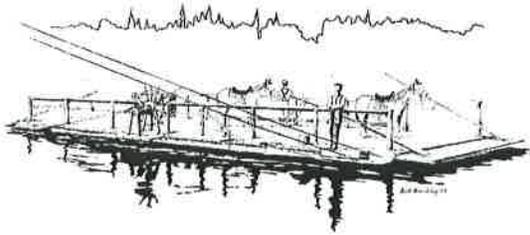
[CORPORATE SEAL]

Attest: \_\_\_\_\_

Attest: *M.argo Johnson*

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notices:  
P.O. Box 1952  
Bonners Ferry, ID 83805  
License No. 14825-AAA-1-2-3



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: October 20, 2015  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Comprehensive Plan Update Assistance - Idaho Smart Growth Proposal**

On Friday October 9, Idaho Smart Growth (ISG) representatives came to visit the City to discuss helping the City update its comprehensive plan. ISG provides great, low-cost help to cities like ours to revise comp plans. The proposal includes working with or contract planner, Lisa Ailport, to complete the scope of work that is attached. The cost of ISG to the City is \$5,000. Lisa's time is included in our current contract with Ruen-Yeager, so it would be part of her workload with us.

P&Z reviewed the scope at their October 15 meeting, and unanimously moved to recommend entering into a contract with ISG, based on the attached scope of work.

Thank you,

Mike



## Idaho Smart Growth Proposal to City of Bonners Ferry Comprehensive Plan Update Assistance

**Purpose:** Idaho Smart Growth will assist the city of Bonners Ferry to update the Bonners Ferry Comprehensive Plan ensuring all elements are included and up to date, including those newly identified in State statute, by working collaboratively with city staff, contract planner, the Planning and Zoning Commission and community volunteers.

### **Project Scope Summary**

Idaho Smart Growth (ISG) proposes a collaborative approach to update of the city of Bonners Ferry Comprehensive Plan by utilizing the community knowledge of the contract staff and the volunteers serving on the Planning and Zoning Commission, followed by a public outreach process to get input from the community at large. We will review the existing comprehensive plan and consult with the contract planner on a preliminary list of sections that need to be updated. The updates may be as simple as collecting more current data or as complicated as redrafting the chapter based on community input and current data. ISG will provide project management, facilitation, compilation of data, public outreach, analysis and editing to complete the update.

After consulting with the contract planner the process will begin with a review of the high level goals and each element in the current plan with the Planning and Zoning Commission, concentrating on those elements agreed upon with the planner. After this review ISG will develop a summary of the elements to be updated or added and the update requirements within each of those elements. With the planner and P&Z ISG will identify other key interests in Bonners Ferry who can offer key insights into the update and invite them to serve on the workgroup.

The next step will be to convene the workgroup made up of interested P&Z members and interested community members in one or two sessions to review the high level goals in the plan for possible updates and outline potential changes in each element identified for update. A check-in with City Council on recommended changes will follow. Subsequently, a public outreach process would be designed and conducted to vet the goals, objectives and outline of potential changes with the citizens of Bonners Ferry and make any adjustments necessary.

The contract planner and/or workgroup members will prepare an initial draft of the updated document that details the goals and objectives and updated elements as agreed upon. ISG will provide input, editing and if desired document design elements on the plan document. After a final check-in with the city council we will work with the contract staff and workgroup to identify priorities and implementation actions/targets and identify ongoing measurables that can be used to assess progress toward goals and to assist in future updates.

The scope of work will be based on the following tasks:

**Comprehensive Plan Update Tasks** – note all general task descriptions are considered collaborative with the workgroup, while work tasks specific to ISG are called out specifically. Active participation by all partners will be required to meet deliverables.



**Task 1: Identify plan update elements.** ISG will consult with the contract planner to assemble a list of potential elements for inclusion in the update and organize a phone call/meeting with the Planning and Zoning Commission to review those. ISG will lead that review which will include a high level review of the existing vision and top level goals for currency. Bonners Ferry will assist in identifying leaders and citizens within the community who might be interested and valuable in assisting with the update. Those identified should include interested business leaders, interest groups, transportation interests, other civic entities or agencies, school leaders, transportation agencies and citizens at large. ISG will draft a summary of the comments of the meeting(s), including an outline (plan of action) for completion of the update, and make that draft available for a worksession and acceptance, with changes if necessary, by the P&Z and city council.

**Task 1 Deliverables:** Review elements identified for update with P&Z and complete a summary for review and acceptance.

**Task 2: Identify existing conditions.** ISG will assist the contract planner in determining existing available information on conditions and trends for elements identified in the review as required in §65-6708. Together with contract planner and P&Z we will identify information that is needed, data sources readily available and data/data sources that are missing. ISG will develop an outline of conditions/trends information that should be collected. ISG will compile data and work with contract planner to develop summaries, tables or other appropriate deliverables that can be used in the update document. ISG will work with contract planner to determine if a community survey is needed.

**Task 2 Deliverables:** Conditions and trend data and information identified and collected. ISG will provide summaries, tables and other documentation for use in plan.

**Task 3: Organize workgroup and develop initial draft of update elements for public review.** ISG will work with the contract planner and P&Z to organize an update workgroup. That workgroup will include all P&Z members who are interested and members of the community identified during Task 1. Utilizing the data collected in Task 2, ISG will convene the workgroup for a series of discussions to create a draft update outline of each element identified for update. This draft will be provided to the full P&Z and city council for comment. *Note: This will be done largely through conference calls and webinars though we will conduct one in-person session if possible. This task will likely take a number of months to ensure all issues and points of view are considered. The workgroup will be open and flexible allowing for a core group as well as group of strategic players who will participate as they are identified or as need arises. We propose to keep the structure fluid at this time until more is known about possible participants. Will need to determine who should best assemble and update workgroup contact information.*

**Task 3 Deliverables:** Workgroup organized phone calls/meetings conducted, initial draft developed.

**Task 4: Conduct public outreach on draft update.** A key activity would be a public event designed to reach all aspects of the community designed with the help of the workgroup to get input on draft goals, objectives and updated elements. Beyond engaging in one event the process may include additional outreach if necessary through other styles of engagement, will endeavor to build community understanding of city policy and decision making that can become a collaborative effort with Bonner Ferry citizens. ISG will rely on city staff, contract planner and workgroup to assist with logistics and publicity. ISG will work with the workgroup to design outreach materials to allow the public to comment on the draft. Outreach design will depend on needs. ISG will compile outreach results and make recommendations for any changes to the



draft goals, objectives and update elements. ISG will facilitate discussion with the workgroup to make a recommendation to the city decision makers on the update.

**Task 4 Deliverables:** Draft goals, objectives and update elements vetted with the public.

**Task 5: Finalize goals, objectives, and update elements for draft plan document.** Consult with workgroup to adjust the draft plan update to reflect comments received from the public and decision makers. A final draft plan will be prepared with recommended updates to decision makers. ISG will develop outline of plan document in collaboration with contract planner and will assist contract planner in drafting the document narrative. ISG will provide editing and document design support and will deliver final draft document in format agreed upon.

**Task 5 Deliverables:** Final draft completed and prepared for public hearing.

**Task 6: Present final plan to public and decision makers.** The final draft plan will be presented to decision makers at a public hearing. ISG will be present to provide commentary if needed.

**Task 6 Deliverables:** Final draft presented at public hearing.

## Organization Background

### Idaho Smart Growth Overview

Idaho Smart Growth (ISG) is a statewide nonprofit organization that works to help communities become a great place to live work and play. It is the only statewide organization working in the area where land use, transportation and community development overlap. This includes encouraging compact, efficient development; conserving resources and open space; fostering community collaboration and identity; and promoting transportation and housing choices.

Our staff has expertise in helping create vibrant communities, understanding links and integrating land-use practices, transportation and other infrastructure and investments and in conducting deep public outreach. We do this through education, advocacy and professional assistance. We work primarily with government agencies, landowners and developers, planners and designers, neighborhoods and the general public.

In the late 1990s Idaho was experiencing rapid population growth with the largest projected net increase in population from 1995-2025. Idaho was losing farms and open space and replacing them with housing developments miles from jobs, schools, grocery stores and other services. School districts were attempting to keep pace with new buildings and major thoroughfares became congested commuter highways. During this time of growth and expansion, Idaho Smart Growth emerged to help communities grow more efficiently, accessibly and to save money. Idaho Smart Growth works to support strong local businesses with housing, schools and shops nearby, multiple transportation options and jobs that pay well; or vibrant healthy communities.

Idaho Smart Growth utilizes key strategies in our outreach to communities including;

- Convening and facilitating people to assist them to create community specific solutions.
- Building partnerships and relationships to help those affected make or influence growth and development policies, decisions and funding.
- Providing technical assistance to communities including:
  - Expertise in best practices of and implementing principles of smart growth
  - Tools and training for creating sustainable solutions for growth

Idaho Smart Growth's technical assistance program can be useful for Idaho communities with limited resources. While we can and do team up with private-sector contractors, we avoid competing with the private sector. We often work directly with public agencies and their in-house or contract staff when there is not capacity to allow in-house staff or

private contractors to complete a task. Depending on the project's timing, we may be able to reduce costs through synergies with other projects we are working on. Helping communities learn how to help themselves is often a secondary outcome.

### **Idaho Smart Growth Relevant Project Experience**

In 2001 Idaho Smart Growth was a key leader in a process in the Treasure Valley to identify the preferred future for development in the valley. One of the key deliverables that ISG lead and delivered for the project was a toolkit to guide communities in development and planning processes. One chapter of the document was devoted to comprehensive planning. In addition, in 2009-10 Idaho Smart Growth conducted an analysis of the Local land Use Planning Act in a broad partnership with many interests and organizations including the University of Idaho, Boise State University, the Association of Idaho Cities and the Idaho Association of Counties. (see: <http://www.idahosmartgrowth.org/app/uploads/2014/01/Idaho-land-use-analysis-final-summary1.pdf>) A key recommendation from the analysis was recognition that many small Idaho communities have scarce resources to complete robust comprehensive planning processes. Though ISG has not lead any community comprehensive plan updates we have assisted in many processes as part of comprehensive planning or with common and related public outreach and conditions analysis, such as the Community Reviews and transportation planning efforts.

### **Other Background and Experience**

#### Recent Projects:

- 1) Organize and conduct an all-day workshop for the City of Idaho Falls with a ½ day educational workshop on Area of City Impact for staff and officials from Idaho Falls, Bonneville County, and other communities in the region and a ½ day facilitated discussion on issues relevant to the City and County.
- 2) Organize, outreach and conduct full day workshop introducing Complete Streets principles and exploring sustainability practices for the Bannock Transportation organization Board and interested community members in 2012.
- 3) Organize, outreach and present at three ½ day regional workshops utilizing national and regional experts on Healthy Communities and the Built Environment in 2011.
- 4) Organize and conduct workshop series introducing policies to support Safe Routes to School conducted in 16 cities for 23 communities in 2010.

#### Recent Publications: (see: [www.idahosmartgrowth.org](http://www.idahosmartgrowth.org))

- 1) Compilation of Best Practices in land use and transportation policy in Idaho, Smart Growth Bests Practices – Putting Smart Growth Policies to Work.
- 2) Research and analysis, The Consequences of Residential Infill Development on Existing Neighborhoods in the Treasure Valley.
- 3) Research and development of policy recommendations to encourage Quality Infill, Quality Infill, Recommendations and Tools.
- 4) Best Practice Policies supporting Safe Routes to School, Safe Routes to School, Handbook of Local Policy Best Practices for Idaho
- 5) Citizen's Guide to Smart Growth
- 6) Suite of Model comprehensive plan polices and zoning ordinances that support compact mixed use development and transportation connections.

A Study of Statewide Comprehensive Planning in Idaho: Stakeholder Survey and Focus Group Report *Executive Summary*



[http://www.idahosmartgrowth.org/files/2014/04/comprehensive\\_update\\_in\\_id\\_smart\\_growth\\_executive\\_summary1.pdf](http://www.idahosmartgrowth.org/files/2014/04/comprehensive_update_in_id_smart_growth_executive_summary1.pdf)

#### Idaho Land Use Analysis:

[http://www.idahosmartgrowth.org/files/2014/04/Idaho\\_Land\\_Use\\_Analysis-Final\\_Summary1.pdf](http://www.idahosmartgrowth.org/files/2014/04/Idaho_Land_Use_Analysis-Final_Summary1.pdf)

#### The Role of the State in Idaho Land Use Planning:

[http://spa.boisestate.edu/poc/files/2010/05/State\\_Planning\\_Paper.pdf/files/2010/05/StatePlanningPaper.pdf](http://spa.boisestate.edu/poc/files/2010/05/State_Planning_Paper.pdf/files/2010/05/StatePlanningPaper.pdf)

### **Costs and Community Collaboration**

#### **Idaho Smart Growth and City contributions**

Idaho Smart Growth (ISG) plans to contribute 50% of our staff time, travel costs, direct costs, and indirect costs and utilize our resources and our experience to complete the tasks detailed above. It is expected that as part of the joint venture between ISG and the City, that the City will contribute up to \$5,000 towards the other 50% of the overall cost of updating the plan. The combined investment by the City and ISG investment will complete tasks 1-8 as detailed above.

ISG endeavors to complete the tasks within the limits outlined above. However, ISG and the City recognize that additional requests for resources and tasks may develop as a result of the data collection and public involvement components being completed which may add to the estimate of the necessary tasks and resources needed to complete the City's comprehensive plan update. Any monies from the City beyond \$5,000 will only be necessary if new tasks or resources needs are discovered during the process and if discovered will be discussed with the city as they become known.

#### **Quarterly Updates**

ISG will update the city when task milestones have been completed and no less frequently than every 3 months (quarterly) on a schedule determined jointly. The updates will report on the deliverables completed and include a documentation of the expenditures of time and costs to date by both parties.

#### **Commencement of Work**

The City will contribute 50% or \$2,500 of the budget to ISG at the initiation of task 1 and 50% of any expenditure documented beyond the initial \$2,500 to date once Task 5 is completed. Costs within the \$10,000 and not yet paid out will be invoiced by ISG at the completion of the project. Additional costs, if any, associated with completing the project due to additional tasks or necessary resources will be discussed with the City as soon as they are known.

#### **Lead Staff Resume:**



Elaine Clegg is a Boise native with a long background advocating for quality growth management and planning. Elaine served as Co-Director of Idaho Smart Growth from 1998-2004, then stepped back to work as project coordinator related to land use and transportation. Elaine was elected to the Boise City Council in 2003 and re-elected in 2007/2011. Her unique experience as a citizen advocate, non-profit leader and elected official helps bridge interests of diverse stakeholder groups.

Elaine assisted ISG staff in the development of the Idaho Land Use Analysis and the Area of Impact Toolkit. Previously Clegg developed, researched and authored five publications for ISG on land use and transportation issues; Toolkit of Alternative Choices – which includes a tool on drafting a comprehensive plan; Smart Growth Best Practices – Putting Smart Growth Policies to Work in Idaho, The Consequences of Residential Infill Development on Existing Neighborhoods in the Treasure Valley, Quality Infill, Recommendations and Tools and Safe Routes to School – Handbook of Local Policy Best Practices for Idaho. In addition she organized and facilitated a committee of public sector planners to develop a suite of model policies and ordinances to assist communities on mixed use development and transportation connections.

Elaine served on many committees for the city of Boise including chairing the Foothills Advisory Committee which was instrumental in recommending and advocating changes to policies in the city of Boise Comprehensive Plan. Clegg has served on numerous non-profit and public sector boards and currently represents the Boise region on the Association of Idaho Cities Board of Directors and serves nationally as Vice-President of the Board of the Association of Metropolitan Planning Organizations and on the Policy Steering Committee for the National League of Cities.

Clegg has a BA in Visual Arts from Boise State University, worked as a graphic designer and has attended numerous conferences workshops on best practices in land use and transportation planning. She and her husband Brett have five children and eight grandchildren.



Deanna Smith serves on COMPASS' Regional Technical Advisory, Public Participation Committee and also served on the Demographic Advisory Committee for 3 years. She brings a unique perspective and balance to planning stemming from her extensive experience with citizen participation combined with a solid technical understanding of transportation and land use planning.

In July 2010 Idaho Smart Growth began working with five Idaho Communities helping them integrate a “complete streets” approach into their transportation network. In each community an Active Living Task Force or workgroup was established to assess current policy, develop recommendations for policy changes and conduct public outreach.

Deanna earned her B.A. with an emphasis in education and planning from Evergreen State College in 1981. The non-profit community recognized Deanna as the 2008 “Administrator of the Year.” The Idaho Business Review recognized Deanna as a “Woman of the Year” in 2012.

In addition Deanna has attended numerous conferences, workshops and presentations on a variety of land use and transportation topics over the past 10 years and received her certification as a Charrette Facilitator from the National Charrette Institute in March 2009.

*Other ISG staff will also participate in this project.*

## Jean Diel

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**From:** Jean Diel  
**Sent:** Monday, October 05, 2015 10:40 AM  
**To:** 'tafoust@gmail.com'  
**Subject:** basket proposal 2016

Anita,  
It is proposal time for 2016 Hanging Baskets for the City of Bonners Ferry. I always want to be sure to give you/Aspen Nursery the opportunity, if you so choose, to submit something. As before the proposal is for 75, 16" pulp baskets with hangers and hooks (unless the 2015's can be reused). The baskets will be treated with insecticide and fungicide, fertilized and fertilizer furnished for the upcoming season. The baskets will need to be ready for pick up by Memorial Day in May, 2016.

I would like to receive the proposals by October, 16, 2015. I will submit to council for approval at the October 20 meeting. That way the ordering schedules for the flowers can be met.

Respectfully,  
Jeanie Diel

## Jean Diel

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**From:** Moose Valley Farms <moosevalleyfarms@nidaho.net>  
**Sent:** Monday, October 05, 2015 11:55 AM  
**To:** Jean Diel  
**Subject:** RE: basket proposal 2016

Perfect! I will get on it!

Thank you Jeanie!

Cindi

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**From:** Jean Diel [<mailto:jdiel@bonnersferry.id.gov>]  
**Sent:** Monday, October 05, 2015 10:25 AM  
**To:** [moosevalleyfarms@nidaho.net](mailto:moosevalleyfarms@nidaho.net)  
**Subject:** basket proposal 2016

Mary and Cindi,

It is proposal time for 2016 Hanging Baskets for the City of Bonners Ferry. As before the proposal is for 75, 16" pulp baskets WITH hangers and hooks (unless 2015"s can be reused). The baskets will be treated with insecticide and fungicide, fertilized and fertilizer furnished for the upcoming season and the flower baskets delivered to the City parking lot before Memorial Day in May, 2016.

I would like to receive the proposals either by e-mail or by mail by October 16, 2015. We will submit to council for approval at the October 20 meeting, then the ordering schedules for the flowers can be met.

Respectfully,  
Jeanie Diel

**Moose Valley Farms**

PO Box 289  
138 Latigo Lane  
Naples, ID 83847  
208-267-5108  
208-267-5089 (fax)  
cindikimball@moosevalleyfarms.com  
www.moosevalleyfarms.com



October 15, 2015

City of Bonners Ferry  
ATTN: Jean Diel  
P.O. Box 1409  
Bonners Ferry, ID 83805

PROPOSAL FOR 2016 FLOWER BASKETS

Please consider the following proposal:

75 baskets, planting, & maintenance.....	\$50.00 ea
Total.....	\$3,750.00

\*if the 2015 16" metal hangers are re-used, price decreases to \$45.00 ea.

These prices are for planting and growing the baskets through May 31<sup>st</sup>, 2016. There will be an additional charge of \$0.75 per pot, per week, starting June 1<sup>st</sup>, 2016. Also, these prices are for pick-up at Moose Valley Farms. An additional flat fee of \$100.00 would be incurred for delivery to the city parking lot.

We propose to plant similar species & cultivars as we did in our 2015 16" pulp baskets. If a different species or size of basket is desired, the proposal will differ. Again, we will do a final pesticide and fungicide treatment prior to the baskets departure, and fertilizer will be supplied to the city for application by the city personnel or crew.

Thank you for your consideration; please notify us as soon as possible if you are interested so that we may secure plant material and allocate greenhouse footage for this project.

Feel free to submit recommendations for plant material, or let us know which baskets were your favorite this season!

Thank you again,

Cindi Kimball  
Moose Valley Farms

## **Cleanup Week in the City of Bonners Ferry November 2 through November 9, 2015**

**The City Street Department will pick up yard waste from the front curb side of residences and businesses during the week of November 2 through November 9, 2015. Bundled branches and limbs, bagged grass, and bagged leaves will be picked up at no charge through the morning of the last day of the cleanup week.**

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

**Thanks for your help!**

**City Street Department**

## Kris Larson

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**From:** Seth Grigg <sgrigg@idahocities.org>  
**Sent:** Friday, October 09, 2015 8:57 AM  
**To:** Kris Larson  
**Subject:** 2015 Academy for City Officials  
**Attachments:** 2015\_Fall\_District\_Meeting\_Flyer.pdf

Kris,

The Association of Idaho Cities (AIC) is a nonprofit, nonpartisan member support organization that plays a key role in educating Idaho city officials about their many responsibilities. The mission of AIC is to promote excellence in and advocacy for city governance, community leadership, and services to citizens to strengthen that strengthen Idaho. Toward this end AIC provides numerous training opportunities throughout the year, plus a wide variety of manuals, on demand training videos, and other publications covering all aspects of city government.

We invite you to attend the 2015 Academy for City Officials. This one-day workshop will be held in six locations around the state, November 16 – 24 from 9:00 a.m. to 3:00 p.m.. You will learn about the following important issues.

- Nature & Powers of City Government
- Roles & Responsibilities
- Intergovernmental Relations
- Liability Protection for City Officials
- Understanding Idaho Laws on Open Meetings, Public Records & Ethics
- Fundamentals of Planning & Zoning
- and Much More!

The \$35 registration fee for the Academy covers lunch. The PowerPoint presentation will be available for download on the AIC website.

The Academy will be held at the following locations.

- Boise—November 16
- Twin Falls—November 17
- Idaho Falls—November 18
- Chubbuck—November 19
- Lewiston—November 23
- Coeur d'Alene—November 24

You can register online at [www.idahocities.org/academies](http://www.idahocities.org/academies)

AIC is embarking on a new training program that will provide spring and fall training sessions to educate city officials on the most important topics. The 2016 Spring District Workshops will cover: property taxes and other city revenue sources, budgeting best practices, as well as understanding the comprehensive plan, area of city impact planning, annexation, and planning and zoning hearing procedures.

We hope to see you at the 2015 Academy for City Officials!



# 2015

## Association of Idaho Cities Fall Academies

*All meetings will be held  
from 9:00 a.m. - 3:00 p.m.*

**District 3 - Boise**

**Monday, November 16**

Best Western Vista Inn  
2645 Airport Way  
Boise, Idaho

**District 4 - Twin Falls**

**Tuesday, November 17**

Canyon Crest Event Center  
330 Canyon Crest Drive  
Twin Falls, Idaho

**District 6 - Idaho Falls**

**Wednesday, November 18**

Hilton Garden Inn  
700 Lindsay Blvd  
Idaho Falls, Idaho

**District 5 - Chubbuck**

**Thursday, November 19**

Idaho Central Credit Union  
4400 Central Way  
Chubbuck, Idaho

**District 2 - Lewiston**

**Monday, November 23**

Red Lion Hotel  
621 21st Street  
Lewiston, Idaho

**District 1 - Coeur d'Alene**

**Tuesday, November 24**

Best Western Plus Coeur d'Alene Inn  
506 W. Appleway  
Coeur d'Alene, Idaho

Visit: [www.idahocities.org/academies](http://www.idahocities.org/academies) for online registration

# Registration Form

2015 Fall Academies

Coeur d'Alene, Lewiston, Twin Falls, Boise, Idaho Falls, Chubbuck

9:00 a.m. - 3:00 p.m.

FAX TO ASSOCIATION OF IDAHO CITIES AT (208) 344-8677 | MAIL TO 3100 S. VISTA AVENUE, SUITE 201, BOISE, ID 83705

Registration fee: \$35.00 (includes lunch)

We prefer that you register online at [www.idahocities.org/academies](http://www.idahocities.org/academies), however you may use this form to register as well.

Please print or type. Complete one registration form for each person attending a district meeting. Once completed, fax to (208) 344-8677 or mail to the Association of Idaho Cities, Attn: GayDawn Oyler, 3100 S. Vista Ave., Ste. 310, Boise, ID 83705.

To register MULTIPLE delegates please visit our website at [www.idahocities.org/academies](http://www.idahocities.org/academies)

Registration fee: \$35.00 (includes lunch)

Name \_\_\_\_\_

Title \_\_\_\_\_

Organization \_\_\_\_\_

E-mail address \_\_\_\_\_

## Payment Information:

- Check in the mail
- Please Invoice
- Check Enclosed (Payable to AIC)
- Visa V-code (last three digits on back of card): \_\_\_\_\_
- Mastercard \_\_\_\_\_

Card Number \_\_\_\_\_

Expiration Date \_\_\_\_\_

Billing Address (include zip) \_\_\_\_\_

Signature of Card Holder \_\_\_\_\_

- Location Attending:  Coeur d'Alene  Lewiston  Twin Falls  
 Boise  Idaho Falls  Chubbuck

## TOPICS INCLUDE:

- Who is AIC
- Nature & Power of Cities
- Roles & Responsibilities of City Officials
- Intergovernmental Relations
- Liability Protection
- Open Meetings & Public Hearings
- Ethics & Conflict of Interest
- Basics of Planning & Zoning
- Public Records
- Basics of Personnel Management



[www.idahocities.org/academies](http://www.idahocities.org/academies)