

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

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

### **Vision Statement**

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

## **AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 June 19, 2017 5:00 p.m.**

### **PUBLIC HEARING**

Dos Ramos Annexation Request - File #AN01-17

Decision on Dos Ramos Annexation Request – File #AN01-17

### **PLEDGE OF ALLEGIANCE**

### **GUESTS**

### **PUBLIC COMMENTS**

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

### **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 June 6, 2017 Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. Pool – Adopt Swimming Pool Lifeguard Policy and Procedures Manual (attachment)
6. Pool – Hire Additional Lifeguards (attachment)
7. City – Authorize Mayor to Sign Master Development Agreement with the Catholic Church for Vacation of Alleyway (VC01-16) (attachment)

8. Electric – Select Engineer for FERC Part 12 Inspection (attachment)
9. Electric – Permission to Develop Scope of Work for Tetra Tech for the Inundation Study (attachment)
10. City – Discuss Draft Recreational Vehicle Ordinance (attachment)
11. City – Discuss Date of First Council Meeting in July

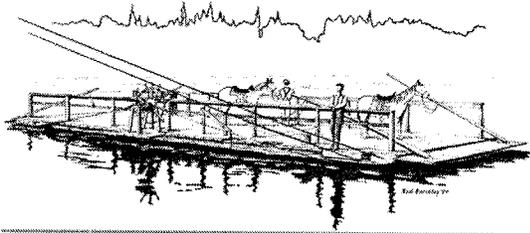
#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1**

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To 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) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- (e) To 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) To 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. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;
- (i) To 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. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A] (1) (a) and (b), Idaho Code.

#### **ADJOURNMENT**

#### **INFORMATION**

12. City – Information from Local Highway Technical Assistance Council Regarding Bidding Thresholds Effective July 1, 2017 (attachment)



## 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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### STAFF REPORT FOR DOS RAMOS ANNEXATION REQUEST – CITY COUNCIL FILE #AN01-17

**Prepared by:** Lisa M. Ailport, AICP  
City Planner

**Project Description:** The applicants are petitioning the City to consider annexation of 3.41 acres located north of Browne Street, in Section 22, Township 62N, Range 1E. The annexation seeks to designate lands Residential on the comprehensive plan long range planning map and to also zone the lands Residential A on the official zoning map.

**Location:** The site is located north of Browne Street, AKA a portion of RP62N01E225401

**Parcel size:** 3.41 acres

**Applicant:** Eduardo and Janet dos Ramos

**Applicant's Representative:** John Marquette, PLS JRS Surveying

**Property Owner:** Same as Applicant

**Application Filed with City:** March 8, 2017

**Notice Provided:** Mailed: April 27, 2017, June 2, 2017  
Site Posted: May 11, 2017, June 12, 2017  
Notice to Political Subdivisions: April 27, 2017, June 2, 2017  
Published in Paper: April 27, 2017, June 1, 2017

**Hearing Dates:** Planning and Zoning: May 18, 2017  
City Council: June 19, 2017

**Packet Information:** Staff Report  
Application and Site Plan(s)  
Agency Comments  
2012 Land Use Map; proposed Land Use Map  
2012 Comprehensive Plan  
Public Comments (if any)

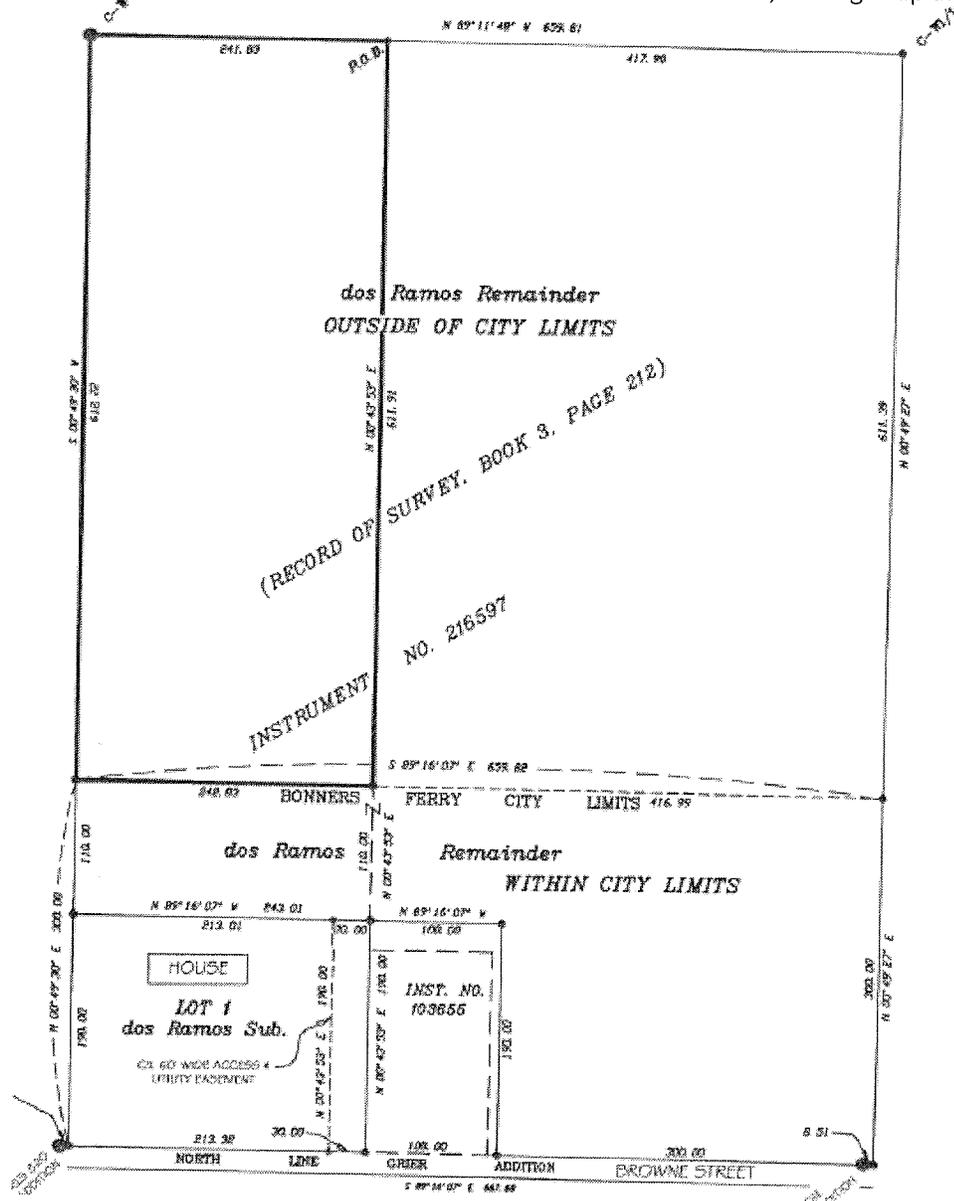
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I. PROPERTY DESCRIPTION

APPLICABLE STATE AND CITY CODES:

§IC 50-222 Annexation                      §IC67-6509 Adoption of the Plan                      §IC67-6511 Zoning Ordinance  
 §67-6525 Plan and Ord.                      BFCC §11-1-2 Recommendation; Zoning Map amendment



Site Acreage: 12.11 acres, known as Assessor Tax #RP62N01E225401A (9.27 acres) and Assessor Tax #RPB00000225403A (2.84 acres)

- A. Access: The site is served by Yakima Street and Browne Street, both which are public rights-of-way.
- B. Services: The property is requesting electrical services from the City, a home is under construction but it is not apparent if can be served by an individual septic or water system. The landowner has made a request to be served by City Water and Sewer but the City policy prevents connection without annexation.
- C. Table of surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Surrounding uses/Densities
Site	Undesignated	Residential A	±12-acre parcel of land with a home under construction
North	Undesignated	County Zoning	Large tracts of undeveloped lands
South	Residential	Residential A	Grier Addition Subdivision; residential lots with homesites
East	Undesignated	County Zoning	Large tracts of undeveloped lands
West	Residential	Residential AA	Marx Subdivision; residential lots with homesites.

**I. PROJECT OVERVIEW/ SUMMARY**

Mr. and Mrs. dos Ramos have petitioned the City for consideration of annexing a 3.41 acre portion of an existing ±12.11 acre property. The current ±12.11 acres are located within two taxing districts, 9.27 acres are unincorporated and located in the County and 2.84 acres are incorporated within the City (see above map). The requested annexed lands will include a partially constructed home that was started last fall as well as undeveloped lands to the north.

Annexations are governed by Idaho Code 50-222 and are classified into three different categories A, B and C. Type A, and for which this request qualifies for, has been petitioned by the applicant with the filing of the application. The application was filed requesting a portion of his existing ±10-acre parcel be formally annexed into the city limits (see application).

According to the requirements of a Category A annexation, the request shall include the following requirements:

1. Provide consent by the landowner;
2. Be adjacent to the City limits;
3. Be within included in the Comprehensive Plan

Givens Pursley Land Use Handbook Annexation Summary Chart Page 78

	Category A	Category B	Category C
Definition of category:	All landowners consent. OR Enclaved residential and < 100 parcels.	< 100 parcels regardless of whether landowners consented. OR > 100 parcels and owners of > 50% (based on land) have consented. AND Annexed land is subdivided into lots of 5 acres or less, or Owner has begun to sell land in parcels of 5 acres or less. OR Annexed land is completely surrounded by the city.	> 100 parcels and owners of > 50% (based on land) have not consented at outset.
Requirements and procedures applicable to each category:	All annexed land must be contiguous or adjacent to city (regardless of category).		
	Need not be within area of city impact. Where all landowners consent, must be included in comprehensive plan.	Must be within area of city impact.	
	May be annexed unilaterally by ordinance.	City must prepare detailed annexation plan Requires compliance with procedures for zoning district boundary change; publication and mailing to landowners; hearing; express findings.	
		So long as appropriate findings are made, annexation may proceed over objection of landowners.	After following procedures above, owners are polled again and over 50% must consent.
Judicial Review:	By declaratory action (very deferential).	By IAPA (somewhat deferential).	

**Comprehensive Plan Amendment**

A review of the 2012 comprehensive plan revealed that the future land use map did not include the lands proposed as part of this annexation (see discussion later). Since these lands have not been included with the comprehensive plan the City shall first designate those lands before zoning them in accordance with Idaho Code 67-6509.

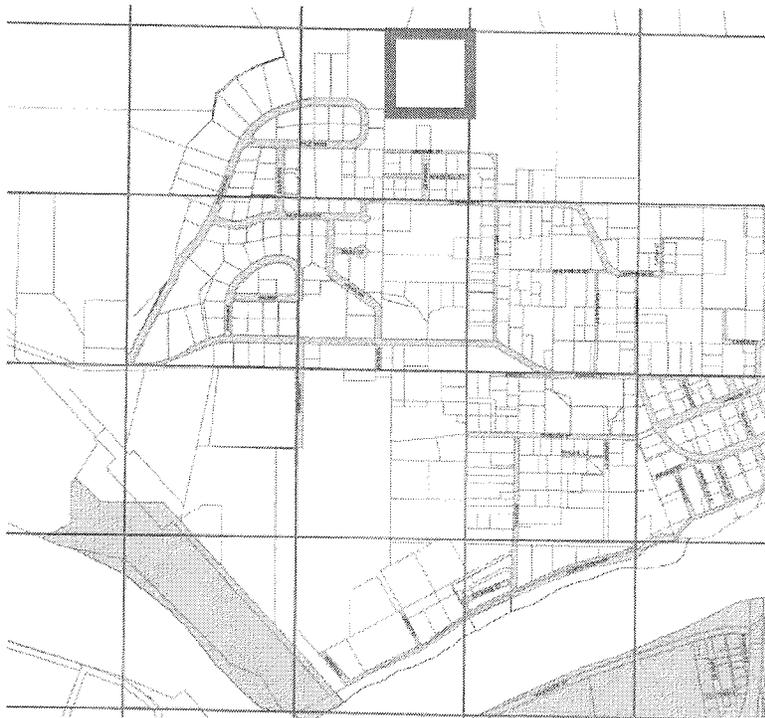
Currently, our long range planning map does not identify or map those lands along the northern boundary within the Area of City Impact (see attached map). Therefore, an amendment to the map is required prior to the acceptance of the annexed lands. According to Idaho Code 67-6525 modifications to the comprehensive plan are allowed once a public hearing is held in accordance with 67-6509 standards and a recommendation is brought forward from the Planning and Zoning Commission.

67-6525. PLAN AND ZONING ORDINANCE CHANGES UPON ANNEXATION OF UNINCORPORATED AREA. Prior to annexation of an unincorporated area, a city council shall request and receive a recommendation from the planning and zoning commission, or the planning commission and the zoning commission, on the proposed plan and zoning ordinance changes for the unincorporated area. Each commission and the city council shall follow the notice and hearing procedures provided in section 67-6509, Idaho Code. Concurrently or immediately following the adoption of an ordinance of annexation, the city council shall amend the plan and zoning ordinance.

Staff has provided a copy of the new proposed comprehensive land use map that includes those lands as petitioned and the remaining ±6.5 acres of the Dos Ramos property. The purpose of including the entire 9.27 acres is that the amendment would allow future annexations of the remaining lands without amending the comprehensive plan map. Staff proposes a designation of the lands as Residential, in accordance with the 2012 comprehensive plan update.

According to the 2012 amended comprehensive plan, the designation of Residential *is intended to support zoning districts allowing a range of housing types and densities. The residential designation also allows for certain public uses such as parks, fire and police facilities and K-12 Schools.* Within the conversion table the Residential designation provides for the following zoning district for which zoning could be permitted: Residential AA, Residential A or Residential B.

With lands zoned Residential A and AA adjacent to the property, a designation of Residential is appropriate.



In addition to the modification of the future land use map, the annexation should be evaluated against the entirety of the comprehensive plan. Staff has provided under the section V. of the staff report an analysis of the applicable portions of the comprehensive plan that address annexations and proposed developments in the City.

### **Annexation / Zoning of Lands**

According to Idaho Code 67-6525 prior to annexation, the City Council shall receive from the Planning and Zoning Commission a recommendation of the zoning changes and immediately

after adoption of the annexation, the City shall amend the zoning ordinance.

This means that after conducting a public hearing in accordance with Idaho Code 67-6509, the Planning and Zoning Commission shall make a recommendation as to the future zoning of the lands, if the annexation is accepted. Once a recommendation is completed, staff shall forward the request to the City Council for decision, wherein they may direct staff to draft ordinances for the annexation of lands and amendment of the zoning map.

In order to classify zoning for the requested lands, 67-6511 provides the standards that the zoning district is in accordance with the comprehensive plan. The only finding the governing board shall make is whether the request is in general conformance with the Comprehensive Plan.

67-6511(C) The governing board shall analyze proposed changes to zoning ordinances to ensure that they are not in conflict with the policies of the adopted comprehensive plan. If the request is found by the governing board to be in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction, the governing board may require the request to be submitted to the planning or planning and zoning commission or, in absence of a commission, the governing board may consider an amendment to the comprehensive plan pursuant to the notice and hearing procedures provided in section 67-6509, Idaho Code. After the plan has been amended, the zoning ordinance may then be considered for amendment pursuant to paragraph (b) of this subsection.

If the comprehensive plan amendment is approved, then the governing board may then consider zoning the lands in a way that is not in conflict with the comprehensive plan. In addition, the governing board shall also evaluate the request to determine it would not demonstrate adverse impacts upon delivery of public services.

The Residential designation of the Comprehensive Plan Future Land Use Map *is intended to support zoning districts allowing a range of housing types and densities... also allow[ing] for certain public uses such as parks, fire and police facilities and K-12 Schools.* Therefore, if a residential designation is supported, the following zoning district for which zoning could be permitted includes Residential AA, Residential A or Residential B.

The application's request, and staff supports, the land zoned Residential A if annexed.

At the public hearing on May 18, 2017, the applicant was the only member of the public in attendance. The applicant included Mr. and Mrs. Dos Ramos, their Attorney Eric Anderson and their builders. The applicant submitted to the record Exhibit A, a copy of the plat of dos Ramos Subdivision. It is their contention that the plat gave them rights to future city services for both the lot and the designated remainder as shown on the plat because a note on the plat stated "Lots shown on this plat will receive water and sewer from the City of Bonners Ferry." The applicant believes the plural nature of the word "lots" implied that both the lot and the remainder were given this right. However, according to Idaho Code Title 50, Chapter 13 Platting requirements, only the land specifically called out within the Owner's Certificate is subject to the terms of the formality of the platting mechanism. If one reads the Owner's Certificate the description only describes the metes and bounds legal description of Lot 1. Therefore the only allowances given to the plat are with Lot 1 as it is described and shown thereon.

The applicant's builders provided testimony at the hearing that they constructed the home to meet the city's building codes, although no other information was provided to substantiate this claim. The City has provided within the annexation agreement a minimum requirement that this be addressed as part of the agreement.

## **II. AGENCY COMMENTS**

The City Departments met regarding the file in April of 2017 (see file record). The application was routed to the following agencies/departments: City Streets Department, City Fire Department, City Sewer/Water Department, City Electric Department, and City Police Department. The City Administrator provided comment on behalf of the Water/Sewer, Streets and Electric Department. The City Fire Department provided a memo to the file (see file record).

## **III. PUBLIC COMMENTS**

At the time of this staff report, no public comment has been received to the file.

## **IV. ANALYSIS:**

### **Comprehensive Plan / Zoning of Lands**

While the land use map is required to be amended to include these lands, the comprehensive plan in its entirety should be considered when modifying the map. Furthermore, the adoption of any zoning district shall be done in general conformance with the Comprehensive Plan. Staff has provided some language from the plan for consideration and comments/findings for considerations by the decision makers.

### **Comprehensive Plan**

#### **§1.2.7 New Growth:**

New Growth should pay its way without placing additional financial burden on existing citizens or future generations, and growth should not reduce the quality or types of urban services that current residents enjoy. At the project review level, developments generating new service demands can only be approved if adequate public facilities and services are available to meet the needs of the development or are funded by the developer.

*Staff Comment: The City does not require an impact fee or development fee for annexed lands. Any services to individual lots are required by the landowner seeking those services. It is unknown if future development is proposed on the 3.41 acres, therefore it is unknown how that will affect the quality of the urban services in the area. At this point, only one home which is under construction is proposed.*

#### **§6.0 Land Use**

Goal 2: Land use decisions should consider the availability of utility services...Developers may be called upon to install lift stations or other methods of conveyances of sewage to allow water quality to be preserved. Sewer hook-up policies should reflect the long-term cost to the City and may include hook-up fees and cost allocations methods to minimize the burden of growth on existing city residents.

*Staff Comment: At the time of service request the requestor is required to provide any improvements that would benefit the lot. The sewer and water department has expressed concerns on whether long term service would be compromised if additional hook-ups down pipe from the property are installed. If so, there were some comments at the staff meeting that the City may be required at the future date to improve the system capacity to the property. This cost would be borne by the citizens and likely not by the landowner without an agreement in place.*

Goal 4: Safe domestic water supply should be made available to all residents of the City of Bonners Ferry, with users responsible for paying for the extension of and other system improvement necessary to service their use. General rate payers should not bear the obligation to provide service to new users in area not currently served by the City system...Propriety of proposed land uses should be influenced by the ready availability of public water supply.

*Staff Comment: See comment under Goal 2.*

Goal 8: The City of Bonners Ferry should encourage, but not be limited to, development of land within corporate limits prior to annexation of undeveloped fringe areas. Lands developed on the fringe for eventual annexation should meet City development standards from the outset. There should not be a significant advantage to developing outside the City...

*Staff Comment: The City has identified lands within the incorporate city limits that could handle infill; however vacant or redeveloped lands that support growth in housing aren't as known at this time. The requested zoning would provide for additional residential pursuits, although it is unknown how many homes are proposed on the annexed properties.*

Policy 1: Areas proposes for annexations should be considered only if they are contiguous to the corporate limits of the City...and meet all other legal criteria set forth in Idaho statutes.

*Staff Comment: The lands are adjacent to the City limits on both the west and the southern property boundaries.*

Policy 2: Annexation should occur after determination has been made that the City can provide those public services necessary to promote the health, safety and general welfare of the citizens of Bonners Ferry and of the citizens in the newly annexed area. Consideration of fiscal impacts and effects on services should be evaluated at the time annexation is requested. Any possible deficits in service provisions of substantial costs may be factored into any approval of an annexation request. Annexation agreements and impact fees should be a method for mitigating the effects of growth by annexation.

*Staff Comment: Staff has not completed any fiscal impact and effects on service studies for the lands in question. It is unknown what the long term development goals are for the landowner.*

Policy 3: Development standards adjacent to the municipality's corporate limits should conform to the City regulations to assure that physical plans developed will properly integrate with the City.

*Staff Comment: There is a lack of evidence to conclude the home that is under construction is being constructed to meet the standards of the City's building code. In addition, there is no evidence to conclude the existing driveway has been constructed to meet the City standard for access to the home.*

Policy 5: Areas to be annexed into the City should have a land use plan and proposed zoning designation concurrent with the annexation.

*Staff comment: The petitioner is requesting the lands be zoned Residential A, which abuts the annexed lands to the southern boundary of the property.*

Goal 9: The physical development of the City of Bonners Ferry should be accomplished in an orderly fashion by judicious land use decisions.

*Staff Comment: The lands are located within the existing Area of City Impact. However, future land development proposals have not been provided by the applicant.*

Policy 1: The Comprehensive Plan shall serve as a guide for development.

*Staff Comment: The existing comprehensive plan had not planned for future development in this area. A modification to the plan is necessary in order to accommodate and plan for these lands.*

Policy 4: Protection and enhancement of the general public safety, health and welfare should be tantamount to all other factors guiding land use decisions.

*Staff Comment: Existing conditions give concern from both the City Administrator and the City Fire Department over the public's ability to provide essential services to those lands in the future (see department letters).*

### **§10 Transportation:**

Goal 3: Development of alternative routes to avoid the obstruction of transportation and resulting economic loss and safety concerns.

*Staff Comment: A shared access / driveway is currently provides access to the existing three homes from. No additional access points are known to serve or will serve the lands in question.*

Goal 6: Provide an efficient transportation system in the City coordinated with the County and ITD.

Policy 2: The City should discourage private streets that serve developments, particularly residential areas, except where warranted by site limitations.

*Staff Comment: A 60-foot access easement has been provided along the east portion of Lot 1 of the dos Ramos Subdivision for the benefit of utility and access. Due to slopes and grades along the 60-foot easement, it is unknown if a residential approach can be accommodated within the easement, constructed to City standards.*

### **§13 Housing**

Goal 2: Encourage well-planned residential development

Policy 2: Adequate public access should be provided to all lots.

*Staff Comment: The site is served by Browne Street. No future roads are shown or proposed as part of the annexation.*

Policy 3: Streets should be designed and constructed in compliance with applicable adopted standards

*Staff Comment: Agency/Department comments suggest confirming the existing driveway meets the standards prior to annexation occurring.*

Policy 4: The City should develop and enforce standards regarding the provisions of adequate water supply for domestic and fire code emergency uses and for other utilities such as power, gas, telephone and street lights.

*Staff Comment: Standards are required for lands within the City to be constructed to. No information was submitted with the file to conclude the lands requesting annexation meet these requirements.*

**Staff Discussion:**

While the amendment to the Comprehensive Plan's Future Land Use Map may seem appropriate and even logical given that it abuts the City boundaries, careful consideration to the text of the Plan should be weighed against the physical location of the property.

The decision makers should consider all of what is included with the construction of the comprehensive plan designations. The goals, policies and directive statements are compiled and displayed through the construction of the Future Land Use Map. The "map" is a visual assimilation of the text and is meant to help easily direct the City in how to consider future growth and development. To only focus on the map and its designations and not the text that developed them, limits the scope of what the Comprehensive Plan is meant to accomplish.

**V. PLANNING AND ZONING RECOMMENDATION**

The Planning and Zoning Commission held a public hearing on May 18, 2017 and recommended approval of the comprehensive plan amendment and the annexation and zoning of lands contingent upon approval of an annexation agreement being approved by the City Council and the property owner. The recommendation came on a 6-1 vote, with one member abstaining from voting.

**VI. DRAFT MOTIONS:**

**a. Comprehensive Plan Amendment**

*Motion to Approve:* I move to approve the amendment of the City of Bonners Ferry Comprehensive Plan, amending the Land Use Map for lands in the ownership of Eduardo and Janet Dos Ramos commonly known a 7584 Yakima Street which include incorporating an additional ±9.27-acres of land and designate those lands Residential on the official land use map finding that it is in accord with the requirements of Idaho Code §67-6508 and the procedures of Idaho Code §67-6509. I also move to adopt the conditions of approval as provided (or as amended).

I further move to adopt the Resolution amending the Official Future Land Use Map.

*Motion to Deny:* I move to deny the amendment of the City of Bonners Ferry Comprehensive Plan, amending the Land Use Map for lands in the ownership of Eduardo and Janet Dos Ramos commonly known a 7584 Yakima Street which include incorporating an additional ±10-acres and designating those lands Residential on the official land use map.

**b. Annexation and Zoning of Lands Motion**

*Motion to Approve:* I move to approve the Annexation of 3.41 acres of land as described in the legal description prepared by John Marquette, PLS dated March 7, 2017 and the zoning of those lands to Residential A to the City Council, finding that it is in accordance with the goals and policies of the City of Bonners Ferry Comprehensive Plan. I also move to adopt the findings of fact and conditions of approval as provided (or as amended).

I further move to direct staff to prepare the ordinance to annex said lands and to bring forward an ordinance to amended official zoning map in accordance with Idaho Code.

*Motion to Deny:* I move to deny the Annexation of 3.41 acres of land and the zoning of those lands to Residential A to the City Council, finding that it is not in accordance with the goals and policies of the City of Bonners Ferry Comprehensive Plan.

The actions to be taken to gain approval is to resubmit an application which can be shown to be in general compliance with the City Comprehensive Plan.

## VII. REASONED DECISIONS

**\*The staff report and subsequent evidence in the record are the basis for the findings required in order to reach a reasoned decision. Based upon those findings, the following DRAFT Reasoned Decisions are proposed by staff for future adoption by the City:**

### Reasoned Statements:

#### Annexation / Zoning

The application **IS / IS NOT** in general conformation with the Comprehensive Plan

Property Rights	Recreation	Public Service, Facilities and Utilities
Land Use	Transportation	Economic Development
Natural Resources	Housing	Community Design
Hazardous Areas	School Facilities	Special Areas or Sites
Implementation	Population	

#### Draft Finding

1. The City does not require an impact fee or development fee for annexed lands. Any services to individual lots are required by the landowner seeking those services. It is unknown if future development is proposed on the 3.41 acres, therefore it is unknown how that will affect the quality of the urban services in the area. At this point, only one home which is under construction is shown.
2. An applicant is required to provide any improvements that would benefit the lot. The sewer and water department has expressed concerns on whether long term service would be compromised if additional hook-ups down pipe from the property are installed. If so, there were some comments at the staff meeting that the City may be required at the future date to improve the system capacity to the property. This cost would be borne by the citizens and likely not by the landowner without an agreement in place.
3. The lands are adjacent to the City limits on both the west and the southern property boundaries.
4. Staff has not completed any fiscal impact and effects on service studies for the lands in question. It is unknown what the long term development goals are for the landowner.
5. The City has identified lands within the incorporate city limits that could handle infill; however vacant or redeveloped lands that support growth in housing aren't as known at this time. The requested zoning would provide for additional residential pursuits, although it is unknown how many homes are proposed on the annexed properties.
6. There is a lack of evidence to conclude the home that is under construction is being constructed to meet the standards of the City's building code. In addition, there is no evidence to conclude the existing driveway has been constructed to meet the City standard for access to the home.

7. The petitioner is requesting the lands be zoned Residential A, which abuts the annexed lands to the southern boundary of the property.
8. Existing conditions give concern from both the City Administrator and the City Fire Department over the public's ability to provide essential services to those lands in the future (see department letters).
9. The existing comprehensive plan had not planned for future development in this area. A modification to the plan is necessary in order to accommodate and plan for these lands.
10. The lands are located within the existing Area of City Impact. However, future land development proposals have not been provided by the applicant.
11. A shared access / driveway is currently provides access to the existing three homes from. No additional access points are known to serve or will serve the lands in question.
12. A 60-foot access easement has been provided along the east portion of Lot 1 of the dos Ramos Subdivision for the benefit of utility and access. Due to slopes and grades along the 60-foot easement, it is unknown if a residential approach can be accommodated within the easement, constructed to City standards.
13. The site is served by Browne Street. No future roads are shown or proposed as part of the annexation.
14. Agency/Department comments suggest confirming the existing driveway meets the standards prior to annexation occurring.
15. Standards are required for lands within the City to be constructed to. No information was submitted with the file to conclude the lands requesting annexation meet these requirements.

#### **VIII. CONDITIONS OF APPROVAL**

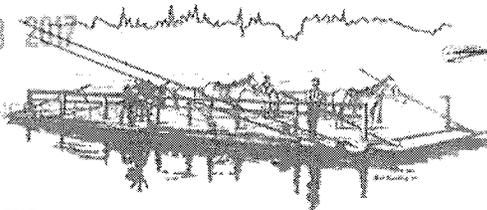
1. The annexation shall be complete upon adoption of an ordinance by the City Council. Upon annexation the City will amend the official zoning map to reflect a zone district of Residential A.

2. Prior to adoption of an ordinance annexing the property the City the Applicant/landowner shall enter into an Annexation Agreements which shall stipulate, at a minimum, the following:
  - a. Density maximums for the annexed property;
  - b. Reporting or required studies necessary to provide adequate water and sewer to the property at the maximum density allowed under section a;
  - c. Cost and/or fees of improvements of City systems that are directly related to bringing city services to the property;
  - d. Compliance with International Building Code for all existing required structures;
  - e. Improvements to driveways, roads and accesses to bring to minimum acceptable grade and standards;
  - f. Direct costs and/or fees associated with the amendment of the official zoning map.
  - g. Any other items the City deems necessary to ensure the public health and safety are ensured or maintained.

RECEIVED

MAR 08 2017

CITY OF BONNERS FERRY



# CITY OF BONNERS FERRY

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

## ANNEXATION APPLICATION CHECK LIST

1. Schedule preliminary meeting with the Administrator to review annexation proposal.
2. Complete the attached application for Annexation, which should be signed and notarized.
3. Provide the following along with the completed application:
  - a. **Legal description of the property to be annexed:** A legal description of the parcel or parcels to be annexed, tied at least to one section corner, with the metes and bounds description stamped by a land surveyor licensed in the State of Idaho.
  - b. **Exhibit:** An exhibit illustrating the legal description for mapping purposes.
  - c. **Map & Pictures:** It is requested that the application accompany photos and/or pictures of the area proposed to be annexed.
4. Application Fees: Fees for Annexation Application (Check most current fee resolution)

**Please read and complete the application carefully. Failure to provide all required information could result in a delay in processing your application.**

### Applicant Information

Applicant's Name: EDUARDO V & JANET A dos RAMOS  
 Address: 7564 YAKIMA ST BONNERS FERRY IDAHO 83805  
 Phone: (H) 509 366-3418 (C) 509 366-3417  
 E-mail: eddosramos@gmail.com

Holder of Legal Title: SAME AS ABOVE  
 Address: \_\_\_\_\_  
 Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_  
 E-mail: \_\_\_\_\_

### Representative Information

Business Name: J.R.S. Surveying, Inc.  
 Surveyor: John Daniel Marquette - PLS 7877  
 Address: P.O. Box 3099, Bonners Ferry, Id. 83805  
 Phone: (H) 267-7555 (C) \_\_\_\_\_  
 E-mail: jmarquette@jrsurveying.com

### Project Information

Legal Description of Site: Lot(s) \_\_\_\_\_ Block # \_\_\_\_\_ Addition \_\_\_\_\_

(or) nw¼ sw¼  
Section 22 Township 62N Range 1E

Total Size of Parcel: 3.40 acres

Proposed Land Use: RESIDENCE

Requested Zoning:

- Residential AA
- Residential A
- Commercial

- Residential B
- Industrial
- Downtown

What land uses border the site? Describe lot sizes, structures and uses:

North: undeveloped

South: residential

East: undeveloped

West: Max 5<sup>th</sup> Add, 141/56 Ac 1.6, RP B00000225Y17A, 3.55 AC

What Zones, within city limits border the site?

North impact area South residential A East impact area West residential AA

Effects of Proposed Annexation

1. Is the proposed annexation area within the City's adopted Area of City Impact?  
yes

2. Does the proposed annexation represent a logical extension of City boundaries?  
yes

3. How will the proposed annexation be compatible with adjoining land uses? residential as property to south and west

4. What extensions of water or sewer lines, roads or other public or private services would be necessary if the Annexation Change is approved? WATER, SEWER, ELECTRIC

**Signature Notary Page**

Whereas, EDUARDO V & JANET A DOSRAMOS, are the owners of certain parcels of real property situated within the boundaries of the tract described herein as Exhibit "A", attached and incorporated herein by reference, petition that the described property (Exhibit "A") be annexed into the City of Bonners Ferry, Boundary County, Idaho according to the provisions set forth in Section 50-222 of the Idaho Code;

Whereas: The undersigned do understand and agree that such annexation must meet the terms and conditions set forth in Category A, Idaho Code 50-222, Annexations by Cities;

Whereas: The tract of land described in Exhibit "A" hereto currently adjoins the present boundaries of the City of Bonners Ferry, and being entirely situated within Boundary County, Idaho.

Dated this 24 day of FEBRUARY, 2017.



Property Owner



Property Owner

\*\*\*\*Please use additional pages if additional landowners are required to sign

RECORDED

MAR 03 2017

CITY OF BONNERS FERRY

STATE OF IDAHO)

) ss.

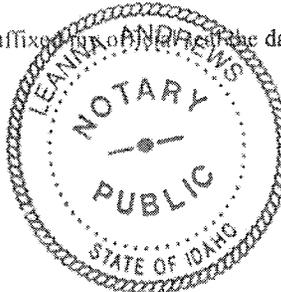
County of Bonanza)

On this 24<sup>th</sup> day of February, 2017, before me, a Notary Public, in and for said County and State, personally appeared:

Eduardo V. dosRamos, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Leanna Andrew  
Notary Public for Idaho  
Residing at: Bonns Ferry  
My commission expires: 2-10-23



STATE OF IDAHO)

) ss.

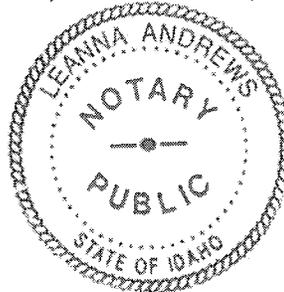
County of Bonanza)

On this 24<sup>th</sup> day of February, 2017, before me, a Notary Public, in and for said County and State, personally appeared:

Jaret A. dosRamos, known or identified to me to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Leanna Andrew  
Notary Public for Idaho  
Residing at: Bonns Ferry  
My commission expires: 2-10-23



MAR 03 2017

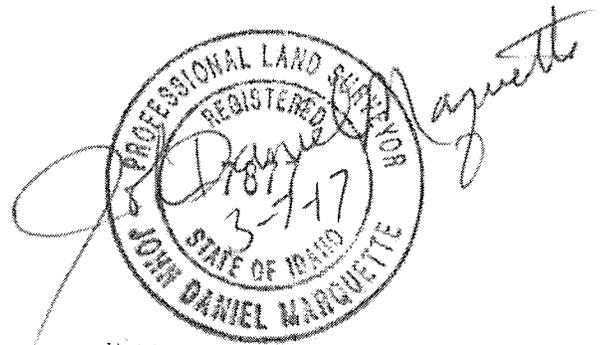
MAR 03 2017

CITY OF BONNS FERRY

**PROPERTY DESCRIPTION  
ANNEXATION PARCEL  
FOR  
dos Ramos**

A tract of land situated in the Northwest Quarter of the Southwest Quarter (NW1/4 SW1/4) of Section Twenty-two (22), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, being a portion of that parcel described in Instrument No. 216597; more particularly described as follows:

BEGINNING at a 5/8" rebar and plastic cap stamped PLS 3628, on the north line of said NW1/4 SW1/4, which is N 89°11'48" W, 417.98 feet from the northeast corner of the NW1/4 SW1/4; thence, continuing along said north line N 89°11'48" W, 241.83 feet to an aluminum monument stamped PLS 3628; thence, leaving said north line and along the west line of the East Half of the Northwest Quarter of the Southwest Quarter (E1/2 NW1/4 SW1/4) of said Section 22, S 00°49'30" W, 612.22 feet to the Bonners Ferry City Limits, which is marked on the ground by a 5/8" rebar and plastic cap stamped PLS 3628; thence, leaving said west line and along said Bonners Ferry City Limits S 89°16'07" E, 242.83 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence, leaving the Bonners Ferry City Limits N 00°43'53" E, 611.91 feet to the POINT OF BEGINNING, encompassing an area of 3.41 acres.



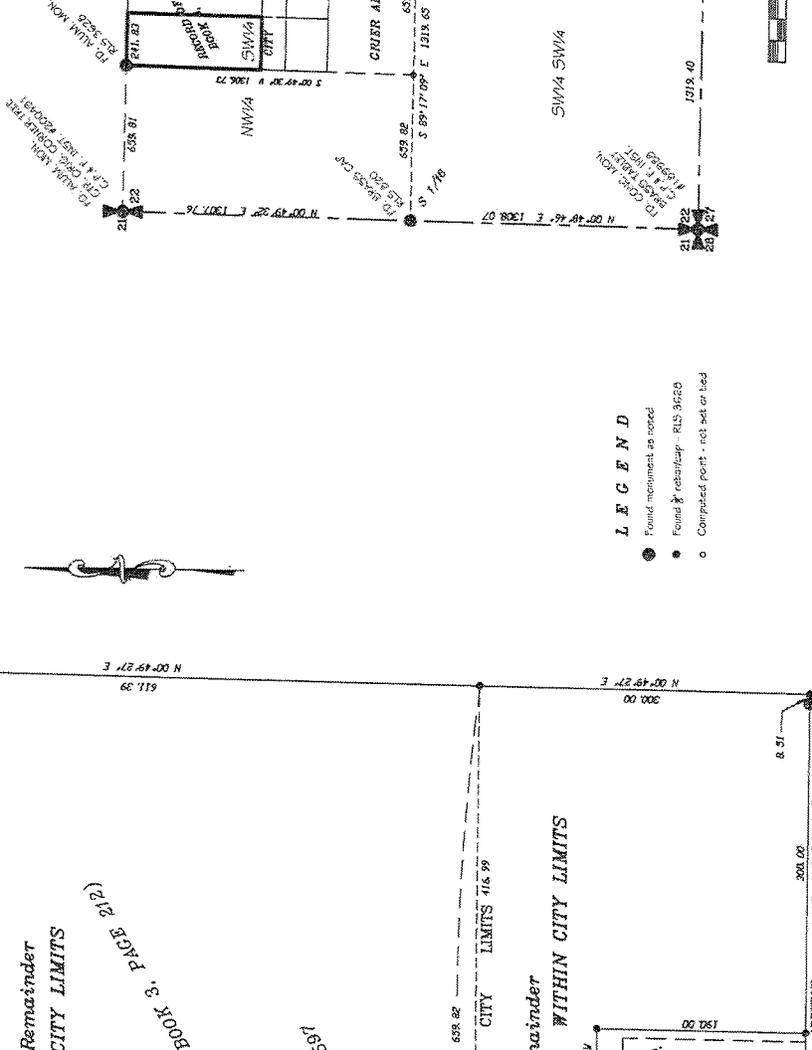
RECEIVED

MAR 03 2017

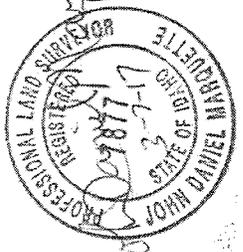
CITY OF BONNERS FERRY

**SKETCH OF PROPOSED ANNEXATION PARCEL**  
**IN THE NW 1/4 OF THE SW 1/4**  
**SEC. 22, TOWNSHIP 62N, RANGE 1E, B.M.**  
**BOUNDARY COUNTY, IDAHO**

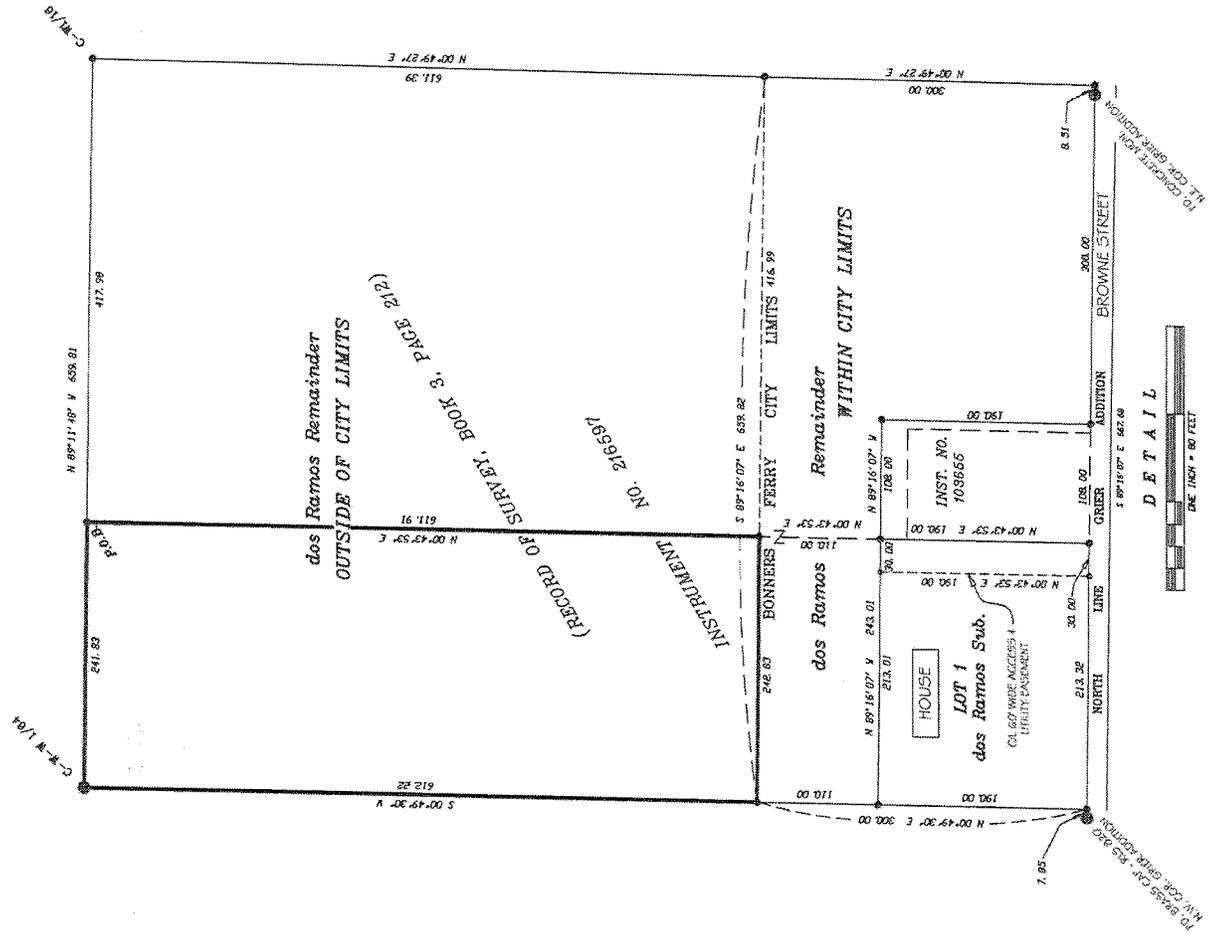
RESOLUTION NO. 2003-05-2007



- LEGEND**
- Found monument as shown
  - Found & rebarrier - RLS 3628
  - Computed point - not set or tied



**J.R.S. SURVEYING, INC.**  
 P.O. BOX 3099 - 6478 MAIN ST.  
 BONNERS FERRY, IDAHO 83806  
 208-287-7655  
**SKETCH-ANNEXATION PARCEL**  
 208-287-7655  
 JRM BY JRM  
 08-07-2007  
 NW 1/4 SW 1/4 SEC. 22, TWP. 62N, R. 1E, B.M.  
 BOUNDARY COUNTY, IDAHO



**DETAIL**  
 ONE INCH = 80 FEET

BONNERS FERRY RESOLUTION NO. \_\_\_\_\_

RESOLUTION TO AMEND THE COMPREHENSIVE PLAN FUTURE LAND USE MAP TO  
INCLUDE ±10 LANDS LOCATED ADJACENT TO THE CITY AND WITHIN THE AREA  
OF CITY IMPACT

**WHEREAS**, Idaho's Local Land Use Planning Act, Idaho Code Title 67, Chapter 65, requires Idaho Cities to carry out planning duties necessary for the development and amending the Comprehensive Plan Land Use Map;

**WHEREAS**, the request to amend the plan was made by an applicant and is associated with the file AN01-17 and is generally described as a 9.27 acre tract of land located in the NW ¼ of the SW ¼ of Section 22, Township 62N, Range 1E commonly known as Assessor Parcel number 62N02E225401; and

**WHEREAS**, the Planning and Zoning Commission held a duly noticed public hearing in accordance with the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code and recommended approval of such ordinance and map on \_\_\_\_\_ to the City Council; and

**WHEREAS**, the City Council held a duly noticed public hearing in accordance with the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code and approved modifications to the Land Use Map on \_\_\_\_\_ .

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

- 1:** That Bonners Ferry City hereby adopts the amended Comprehensive Plan Future Land Use Map as referenced herein. The adoption of the map shall supersede any conflicting provisions in the previous Bonners Ferry Comprehensive Plan Future Land Use Map; and
- 2.** The official map shall bear the signature of the Mayor and shall bear the date of adoption, which shall be on file with the City Clerk.

3. Staff is hereby authorized to place an electronic version on the City website, which is not intended to be relied upon as the official version.

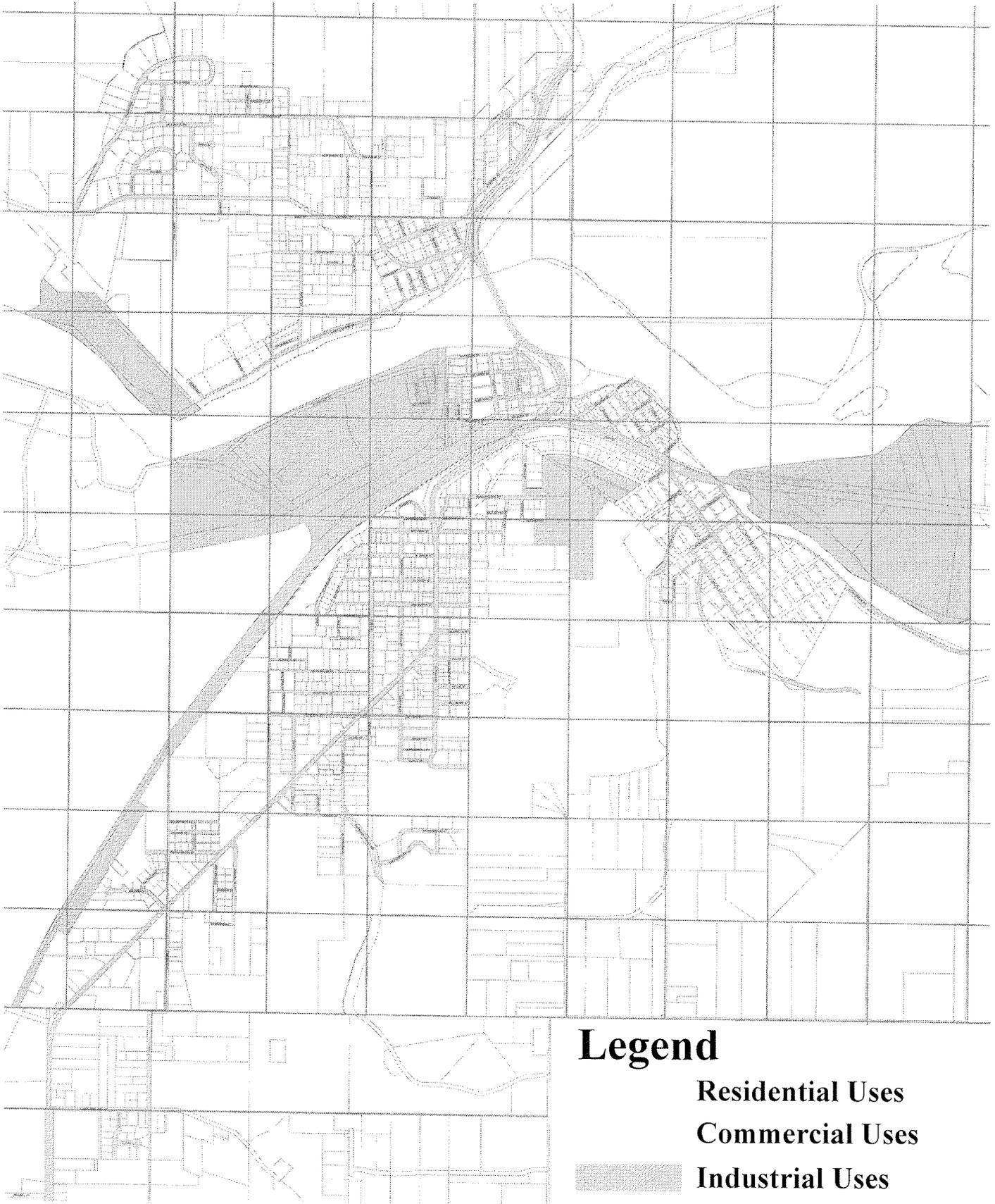
This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BONNERS FERRY, IDAHO

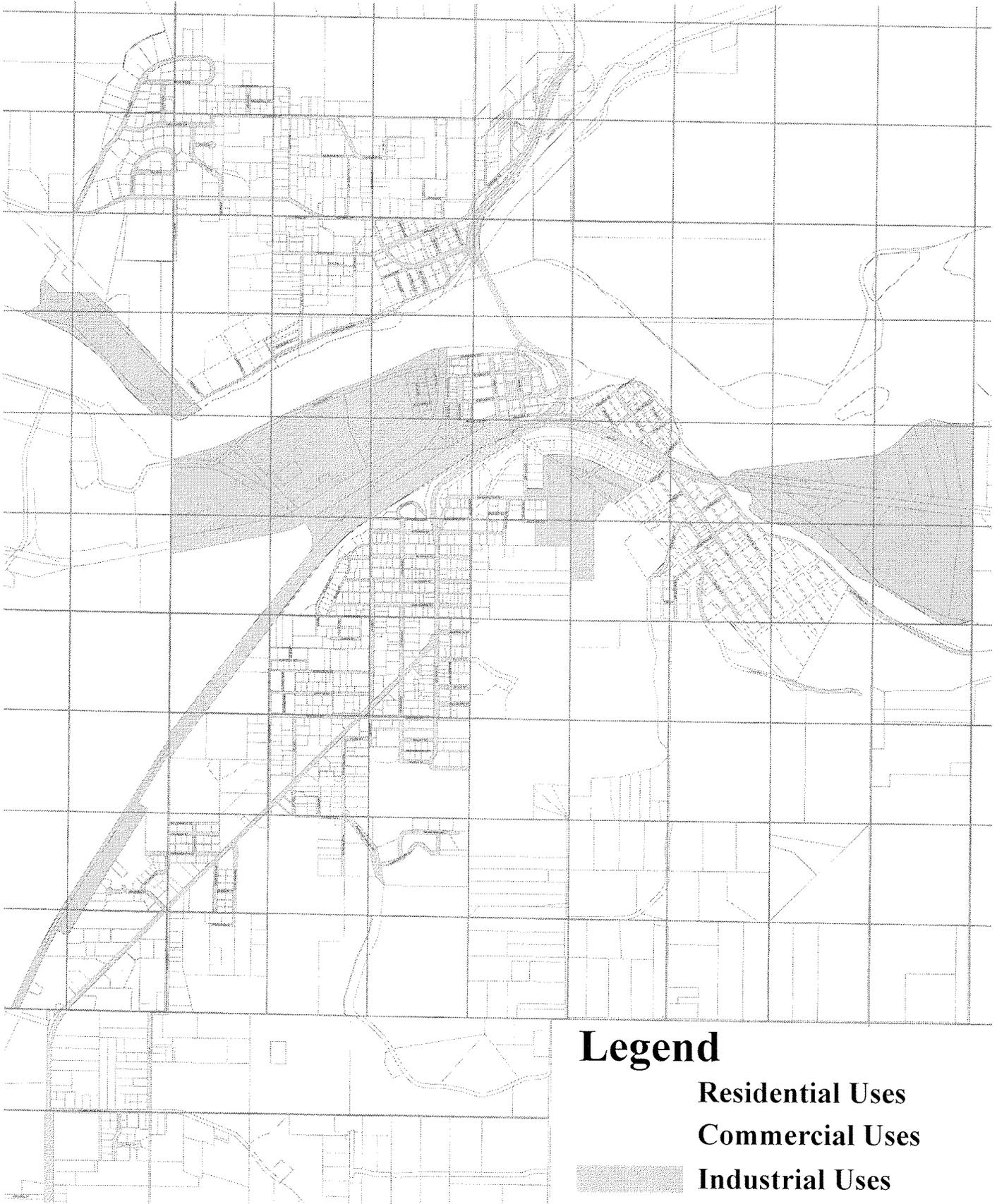
BY: \_\_\_\_\_  
Mayor

Attest:

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



**2017 Bonners Ferry Comprehensive Plan Future Land Use Map**  
*Draft Revision*



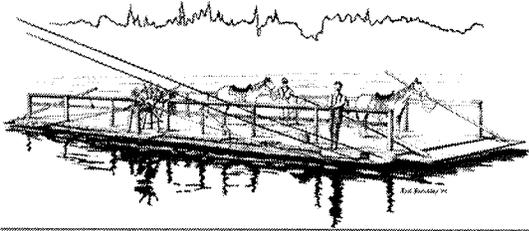
## Legend

Residential Uses

Commercial Uses

Industrial Uses

**2012 Bonners Ferry Land Use Map**



# CITY OF BONNERS FERRY

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

April 6, 2017

TO:

- |  |  |
|--|--|
| <input type="checkbox"/> Panhandle Health District                     | <input type="checkbox"/> Idaho Dept. of Water Resources                      |
| <input checked="" type="checkbox"/> City of Bonners Ferry Street Dept. | <input checked="" type="checkbox"/> City of Bonners Ferry Utility (Electric) |
| <input checked="" type="checkbox"/> City of Bonners Ferry Fire Dept.   | <input checked="" type="checkbox"/> City of Bonners Ferry Police Dept.       |
| <input checked="" type="checkbox"/> City of BF Utility (Sewer/Water)   | <input type="checkbox"/> Traffic Safety Committee                            |
| <input type="checkbox"/> Boundary County School District               | <input type="checkbox"/> Fish and Wildlife Service                           |
| <input type="checkbox"/> Avista Power Company                          | <input type="checkbox"/> Forest Service                                      |
| <input type="checkbox"/> Frontier                                      | <input type="checkbox"/> State Fire Prevention Marshall (Dist. 1)            |
| <input type="checkbox"/> Idaho Dept. of Fish and Game                  | <input type="checkbox"/> Other _____   |
| <input type="checkbox"/> Idaho Dept. of Env. Quality                   |  |
| <input type="checkbox"/> Idaho Dept. of Transportation                 |  |
| <input type="checkbox"/> Idaho Dept. of Lands                          |  |
| <input type="checkbox"/> Idaho Dept. of Lands, Nav. Waters             |  |

FROM: Lisa M. Ailport, AICP, City Planner

**SUBJECT: Annexation 01-17, Bonners Ferry**

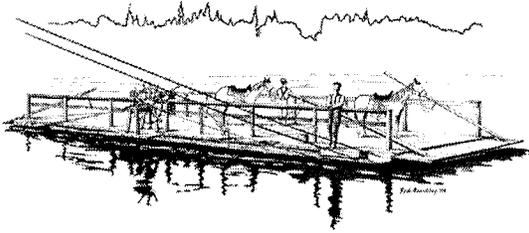
The enclosed application has been submitted to the City of Bonners Ferry for processing. The Applicant is requesting approval of an annexation to incorporate ±3.40-acres of land and to designate on the comprehensive plan and rezone lands from undesignated to Residential and Residential A, respectively. The land is adjacent to existing City parcels and is located within the area of City Impact. The proposed annexation is a category A request within Idaho Code 50-222, which means the applicants are petitioning the City to include these properties and zone them consistent with the City's comprehensive plan.

A meeting has been scheduled for **April 13, 2017 at City Hall at 10:00 am**, in order to receive comments from City department heads or agencies which will be included with the file record. All Departments and/or agencies are encouraged to attend. However, if you are unable to attend please submit your comments to the City **by no later than April 17, 2017**. Comments may be received via mail or by delivery to City Hall. If no response is provided, staff will conclude your agency has no objections to the project or recommended conditions.

**If you have no comment or response, you may indicate below and return this form to the City as soon as possible to speed processing time. Thank you for your assistance.**

NO COMMENT \_\_\_\_\_  
Agency Name, Initials of Agency Representative Date

c: Applicant (w/o enclosures)  
Project Representative (w/o enclosures).



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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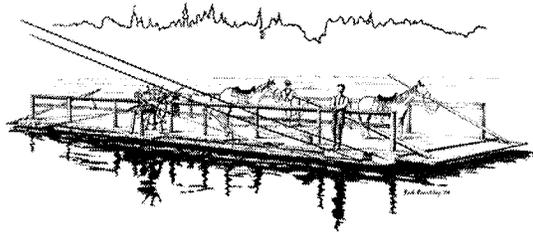
Date: April 26, 2017  
To: AN01-17 File Record  
From: Mike Klaus, City Administrator/Engineer  
Subject: **Dos Ramos Annexation Request**

I have reviewed the annexation request application and have the following comments:

1. The applicant has nearly completed a home outside of City limits and is petitioning to be annexed.
2. The City is able to provide electric service at any time as requested by the applicant because geographically, the City is closer than Northern Lights, and would therefore be the provider.
3. According to the City's policy, the City is unable to provide water or sewer service without the parcel being annexed in this portion of the service area.

Below is a list of my concerns regarding the annexation request:

1. The home under construction did not require a building permit because it's outside of City limits, and building permits are not required by the County. The City does not know if the home was built to meet current building code.
2. The access is steep and it will be difficult to provide emergency services to the proposed site. Currently there appears to be no turnaround that would allow for fire truck access. And no fire hydrant is located near the site. I am concerned that the City is not able to provide adequate fire protection to the home under construction.
3. The access to the home is one that is shared with another parcel located directly south. If the annexation is approved, the applicant will need to go through the access permit process. The current slope of the access may not meet the slope requirements of the City's road /driveway standards. The applicant does not currently have an approved access permit.
4. The elevation of the home is such that a minimum water pressure of 40 psi is likely not possible from our current main on Yakima Street. IDEQ requires that all water services be capable of providing 40 psi to the home. IDEQ may allow a customer to connect at a lower pressure, but would require an independent pumping system in order to provide 40 psi to the home. If annexed, the City should require that the water service



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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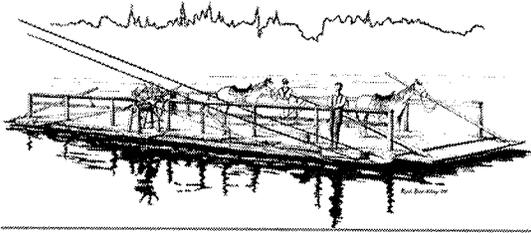
- proposed to serve the home be accepted by IDEQ before the City serves it.
5. In order to connect to the City's sewer system, the applicant would need to connect to the northernmost manhole on Yakima Street. To work properly, the service would need to connect on the downstream side of the manhole. The service line to this home will likely be over 200 feet, and could create some maintenance challenges for the home owner.
  6. Much of the parcel proposed for annexation is located on a steep hillside. The applicant also owns adjacent property outside of city limits that is steep, and would be difficult to provide an acceptable access to. However, the City will have a difficult time prohibiting the building of another house or structure on that lot that is outside of City limits, and be faced again with the same challenges that this application gives staff.

With this memo, I am striving to bring attention to City decision makers that there should not be a significant advantage to developing outside the City limits and then requesting annexation.

Please call with any questions or comments that you may have for me.

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

TO: Lisa Ailport, City Planner

FROM: David Winey, City Fire Chief

DATE: April 26, 2017

RE: AN01-17 Annexation

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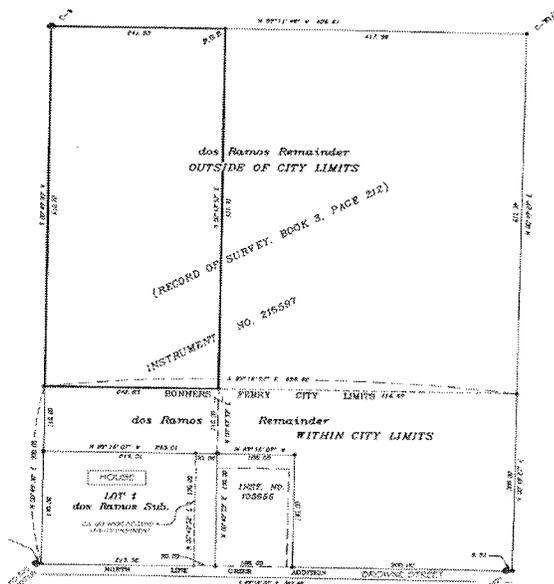
The Department is in receipt of an application for annexation of lands along the north side near the end of Yakima Street. Based on our understanding the application seeks to annex a portion of an existing 10-acre parcel. The land in question varies in topography and slope; a home is currently under construction. Based on existing conditions I offer the following for your consideration:

1. Gaining physical accesses to the future lands for emergency services should be considered if the service area of the fire district changes after annexation;
2. The existing driveway system may have grades that prevent access to the property during certain parts of the year. The landowner is encouraged to upgrade or provide adequate information to confirm the driveway or access road meets the City's standards and can support emergency access equipment to the property;
3. The building under construction has not been approved or constructed under the guidance of the City's building codes. Confirmation by the applicant that the structure has been constructed to meet the City's building code should be considered prior to accepting the land and building into the City limits.

## NOTICE OF PUBLIC HEARINGS

Notice is hereby provided that a public hearing pursuant to I.C. 67-6512 and Bonners Ferry City Code has been set for the City of Bonners Ferry Planning and Zoning Commission for **MAY 18, 2017 AT 5:30PM** at Bonners Ferry City Hall to consider recommendations to the City Council for the following:

**File #AN01-17 – Annexation and Zoning of lands:** Eduardo and Janet Dos Ramos are petitioning the City to consider annexation of 3.41 acres located north of Browne Street, in Section 22, Township 62N, Range 1E. The annexation seeks to designate lands Residential on the long range planning map and to also zone the lands Residential A on the official zoning map. The purpose of the annexation is to acquire access to city services that currently are not provided to the land and home which is under construction.



The public is welcome and encouraged to attend the hearings or provide written response. Any written comment greater than one (1) page must be submitted at least six (6) days prior to the meeting. Written material not exceeding one (1) page may be read into the record the day of the hearing. Public wishing to speak at the public hearing may do so in compliance with Resolution 2014-06-01, a copy of which is located at City Hall.

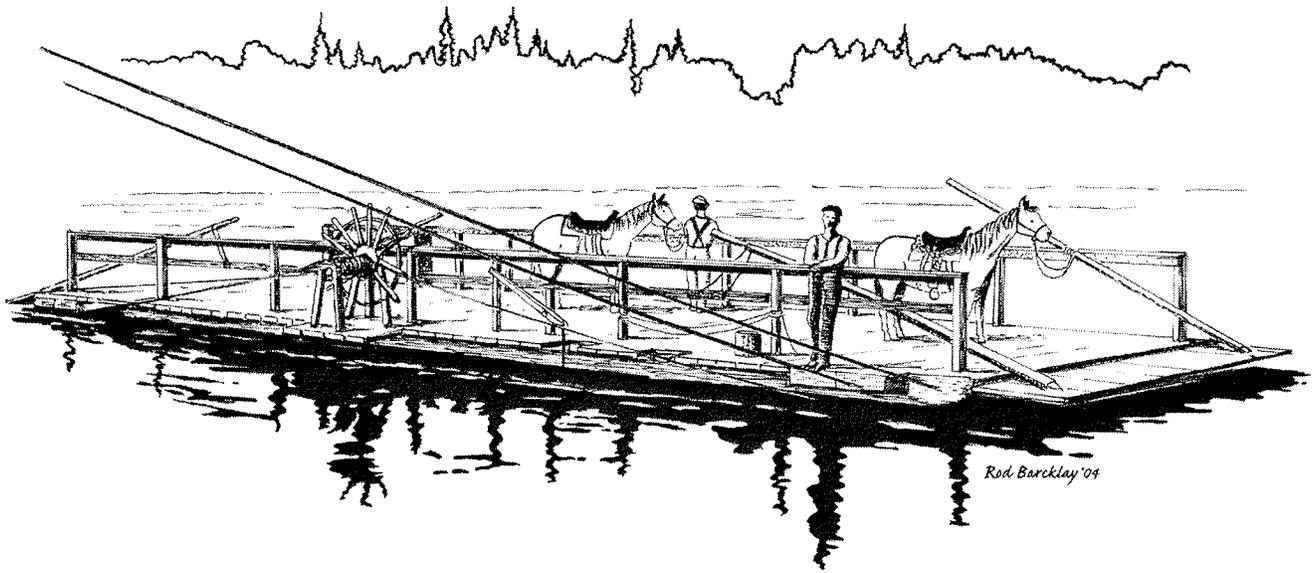
The deadline for submitting written comment and/or material is **May 12, 2017 by 5pm**. Written comment can be mailed to City of Bonners Ferry, Planning and Zoning, P.O. Box 149, Bonners Ferry, ID 83805, or faxed to (208) 267-4375.

Complete files are available for view at City Hall, located at 7232 Main, during regular business hours. Anyone requiring special accommodations due to disability should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

City of Bonners Ferry Planning and Zoning Dept.

ATTEST: Lisa M. Ailport  
PUBLISH: April 27, 2017  
Mailed to property owners: April 27, 2017

# CITY OF BONNERS FERRY 2006 COMPREHENSIVE PLAN UPDATE



# CITY OF BONNERS FERRY COMPREHENSIVE PLAN OF 2001

## **PREAMBLE**

Pursuant to the authority of Chapter 65 of Title 67 Idaho Code, the city of Bonners Ferry has hereby established the following Comprehensive Plan to serve as a guide for the future development of the city and its area of impact. It is the intent and purpose in the adoption of this plan that it shall be a living document, changing as necessary, to meet the changing needs and conditions in the community. It shall serve as a guide to facilitate the orderly development of the city and shall not be interpreted or applied to limit or restrict such.

## 1.0 INTRODUCTION

Planning is a part of everyone's life. We make plans for our careers, vacations, families, and housing. Without plans, we end up reacting to one situation after another. For similar reasons, communities make plans. The city is a place where people have many varied needs, a place where citizens live, work, shop, and play. It is, therefore, a place where material goods, police and fire protection, sewers, water, transportation, recreation, and many other services must be provided. Comprehensive Plan is the name given to identify the community's long-range plan for growth. It is comprehensive because it provides guidance for all aspects of the city's growth and development over a long period, typically twenty-years - an entire generation. The plan is a set of goals, policies, maps, illustrations, and implementation strategies that state how the city should grow physically, socially, and economically.

The Comprehensive Plan provides the city's overall concept of development - the major land uses, transportation systems, parks, recreation, and open spaces, and centers of shopping and employment. This plan establishes the framework for all other planning activities and documents. Decision-makers and managers in city government should follow the direction of the Comprehensive Plan. In its operation, the Comprehensive Plan provides the following directions to city-elected officials and staff:

- Locations where growth should occur.
- Quantities and types of housing to shelter existing and future population.
- Transportation, public improvements, and public services that are desired.
- Ways to help create a healthy economic environment.
- Actions to protect the natural environment.
- Development patterns to provide cost-effective delivery of public services.
- Timing and conditions for annexation.

The primary function of the Comprehensive Plan is to define a general vision for the City of Bonners Ferry's long-term future. It outlines what the community wants to look like in the next twenty or more years, and how it can get there. It is a legal document with goals and policies, a land use map and accompanying text adopted by the Bonners Ferry City Council to guide public and private development in the near and long-term future.

The Comprehensive Plan, hereafter referred to as the "Plan", reflects the general goals of the community and sets forth policies to attain these goals, based on an analysis of current physical, economic, environmental and social conditions. The Plan is a projection of how present conditions can be improved upon through meeting goals, applying policies and following up on an action agenda reflecting specific methods for implementation.

The Plan provides a guideline to assure future land use decisions (subdivision reviews, rezoning considerations, potential annexations, etc.) reflect the recognized vision for the community, as identified in the Plan. The Plan should be:

1. Generalized: Provides general guidance and direction for City growth and development.
2. Comprehensive: Addresses all the elements or components felt to be important in affecting the physical, economic and social concerns of the City.
3. Long Range: Presents a long-term vision for the community.
4. Not Stagnant: Should evolve through time through review and updating.
5. Not a Zoning Ordinance: Goals, policies, and the projected land use map, as set forth in the Plan, serve as the basis for decision making in the development of future updates to the City's Zoning Ordinances and Zoning Map.

This document is intended for guidance and is not intended to supercede any state laws herein applicable. In using and reviewing this comprehensive plan, it is intended that all decisions of the City Council or City officials be in compliance with all applicable federal and state regulations.

## 1.1 PLANNING GOALS AND POLICIES

Goals and policies are identified for each of the components that make up the community to best reflect a clear direction for long-term growth, development and capital investment for the City of Bonners Ferry.

- **Goals** are general expressions of the community's hopes and aspirations concerning its future development.
- **Policies** are broad statements of intent to guide or direct action in order to achieve goals. They can prohibit, permit or require various actions.

These goals and policies, as set forth most sections of the Plan, aim to preserve and build upon the city's unique sense of community and the long-term vision for the community. The Plan addresses all land within the local jurisdiction, including the area of impact, taking into consideration past and current conditions. The Plan addresses fourteen components or elements, as identified in Idaho Code 67- 6508, setting forth goals describing desirable future situations. The various components or elements of the plan are listed below:

1. Population
2. Land Use
3. Natural Resources
4. Hazardous Areas
5. Public Services, Facilities, and Utilities

6. Transportation
7. Housing
8. School Facilities
9. Recreation
10. Economic Development
11. Community Design
12. Special Areas or Sites
13. Implementation
14. Property Rights

## **1.2 PLAN IMPLEMENTATION**

A plan means nothing if it is not carried out. The Comprehensive Plan, as a communitywide plan, is implemented by the combined efforts of individuals, businesses, neighborhoods, civic groups, and local government. Many of the plan's policies reflect this shared responsibility for community action. City government has the primary responsibility to implement the plan. The city's two main implementation activities are managing development by land use regulations and spending public funds on physical improvements. Zoning regulations should be consistent with the Comprehensive Plan, with capital budgeting and spending in conformance with the Comprehensive Plan.

### **1.2.1 Consistent Regulations**

The city should maintain regulations that ensure that development occurs consistently with our community's goals and objectives. These include zoning and subdivision ordinances, environmental laws, building codes, historic preservation laws, and design review procedures.

### **1.2.2 Zoning**

The zoning code controls the way land can be used, meaning the type of activity and intensity of development. Zoning restricts where residences, stores, industry, and other land uses are located, along with urban building height, and the amount of landscaping and parking that must be provided. Zoning can establish districts, such as single-family residential or light industrial, to keep land uses separated, but it also can set rules for combining many types of uses to create a "mixed-use" project or district.

The zoning code consists of definitions, descriptions of zoning classifications and the uses allowed in each, dimensional standards for development, and maps that show how the zone classifications divide the entire city into land use types. Since zoning is a device to implement the plan, its rules must be consistent with the plan. The decisions about land development are made when the plan is prepared or amended. The zoning code puts these decisions into operation as enforceable rules.

### **1.2.3 Subdivision**

The manner in which parcels of land are divided into smaller parcels, or platting, is specified in the subdivision ordinance. Subdivision provisions relate primarily to procedures for dividing land. These procedures include review by public agencies to insure that zoning standards (e.g., setbacks), street access, public facilities, and other urban service requirements are provided. Subdivision proposals should provide for adequate open spaces, drainage ways, streets or roads, alleys, accesses, potable water supplies, fire flows, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and other relevant features as part of required design.

### **1.2.4 Design Review and Design Guidelines**

One of the biggest concerns of the community is how the pieces of our urban environment fit together. Design Review addresses the “fit” and compatibility of a development within the context of its surrounding environment both visually and in terms of how well a project will function as a neighbor. Review of projects is to be based on requirements found in City policies, Codes, and the Comprehensive Plan. Design guidelines are a primary tool in plan implementation to insure that proposals are compatible in character with adjacent development.

### **1.2.5 Building Codes**

Building codes help insure that development is safe and not a threat to public and personal health. These rules are applied when a property owner or tenant applies to the city for a building permit to gain approval to develop property including structures. During the permitting process, city codes and zoning regulations are checked for compliance.

### **1.2.6 Future Master Planning Efforts**

As communities grow, new schools, libraries, streets, water and sewer lines, and similar urban facilities are needed to serve the expanding population. Transportation, electric, water, wastewater, and fire facilities are, or should be planned in greater detail in their respective master plans for growth. The master plans should be developed to list the specific physical improvements, specify times for construction, identify opinions of cost, and the anticipated source of funds to pay for the projects. In addition to ongoing needs for repair and maintenance, these lists of capital facilities include the immediate improvements necessary to support growth, in conformance with the Comprehensive Plan. Master planning for each utility should outline the city’s capital budgets and include projects needed to realize the proposals in the plan. At the time of this 2006 Plan revision, not all capital improvement planning is completed for all city services provided. However, it is the city’s

goal to develop master plans for most critical city services that require concentrated capital improvement efforts.

### **1.2.7 New Growth**

New growth should pay its way without placing additional financial burden on existing citizens or future generations, and growth should not reduce the quality or types of urban services that current residents enjoy. At the project review level, developments generating new service demands can only be approved if adequate public facilities and services are available to meet the needs of the development, or are funded by the developer.

### **1.2.8 City Planning Principals:**

1. The city should contain a diversity of housing types to enable citizens from a wide range of economic levels and age groups to live within its boundaries.
2. Businesses within the community should provide a range of job types for the community's residents.
3. The community should contain an ample supply of open space in the form of squares, greens and parks whose frequent use is encouraged through placement and design.
4. Streets, pedestrian paths and bicycle paths should contribute to a system of fully connected routes to most destinations within the city.
5. The community design should help conserve resources and minimize waste.
6. Communities should provide for the efficient use of water through the use of natural drainage.

### **Regional Principles:**

1. Boundary County and the City of Bonners Ferry should work cooperatively to provide safe and efficient transportation systems, and both entities should continually coordinate their planning efforts to provide the best community possible to its citizens.

### **Implementation Principles:**

1. The general plan should be updated to incorporate the above principles.
2. Rather than allowing developer-initiated, piecemeal development, local governments should take charge of the planning process. General plans should designate where new growth, infill or redevelopment will be allowed to occur.
3. Prior to any development, a specific plan should be prepared based on these planning principles.
4. Plans for growth and expansion should be developed through an open process and participants in the process should be provided visual models of all planning proposals.

## 2.0 PROPERTY RIGHTS

Governmental respect for private property rights is a key component of any effective community planning effort. The City of Bonners Ferry recognizes that its commonly held goals can be achieved only when proper respect is shown for private property rights that are protected by both the 5th and the 14th amendments to the U.S. Constitution and Article I, Sections 1 and 13 of the Idaho Constitution. The city through its comprehensive plan, and ordinances adopted pursuant thereto, hereby acknowledges the essential role that private property interests play in the City's economy. At the same time, the City recognizes that no land exists solely unto itself, depending in substantial degree upon public facilities and its relationship to other privately held lands for value and utility.

The City believes that policy choices should be made in order to maximize the options available to private property owners while protecting the public interest in clean air and water and avoidance of nuisance factors that diminish the quality of life. Accordingly, land use regulations will be applied in ways that respect public needs, which endeavor to minimize conflicts with nearby land uses and to protect the private property rights of other landowners. Inherently, any such practice requires weighing the interests of all private property owners along with the public interest.

**GOAL 1:** To ensure that ordinances and policies do not violate private property rights, adversely impact property values or create unnecessary limitations on land use

### **POLICIES:**

1. To draft and apply ordinances recognizing that private property ownership is a basic constitutional right, worthy of protection and vigilant oversight.
2. To comply with state law regarding regulatory takings.
3. To administer ordinances including provisions such as variances or special exceptions to allow reasonable use of private lands consistent with maintenance of public health, safety and general welfare.

### 3.0 POPULATION

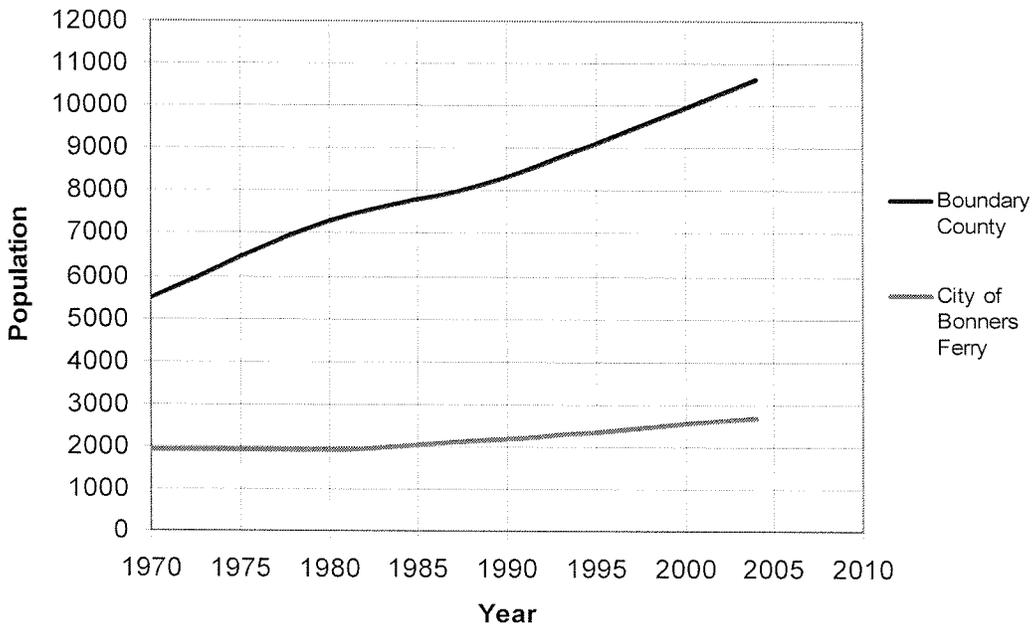
Official population statistics obtained from the Idaho Department of Commerce for the period of 1969 - 2000 are attached hereto marked as Appendix B- Population.

Reasonable population growth projections for communities experiencing high growth rates such as Bonners Ferry are extremely difficult due to the many variables affecting growth. The economic health of the area, future annexation, and the direction the City provides concerning future development are key elements determining future population levels within the City.

#### 3.1 Population Growth

Figure 3.1 shows data from Idaho Commerce and Labor that reflects the growth rates of the City of Bonners Ferry and Boundary County. The graph shows how County growth has historically increased at a greater rate than the City.

**Figure 3.1 - Population Growth - City of Bonners Ferry and Boundary County**



It is expected that the City and Boundary County will continue to experience growth, creating the need for expanded infrastructure. Land is currently available for future development through infill of currently annexed property,

area within the Area of City Impact (ACI), and the County. The rate of growth and character of the community in the future is dependent on the economy and direction provided in the current and future comprehensive plans.

### **3.2 Area of City Impact**

Areas of City Impact are those unincorporated areas adjacent to and surrounding the City that have the potential for future development that could affect the provision of public services or the quality of life in Bonners Ferry. The current impact area was defined and adopted to assist in future planning efforts of both the City and County, assuring that lines of communication between the City, County and residents of the area are facilitated in the decision making process concerning future development in the area.

An ACI has been established under Idaho Code 67-6526 in the unincorporated area of Boundary County, directly surrounding and adjoining the City of Bonners Ferry. The area's bounds were developed and adopted in coordination with Boundary County and other local communities potentially affected by the area.

**Goal 1** : Maintain a moderate and stable rate of long-range population growth with orderly and well-planned development.

## 4.0 SCHOOL FACILITIES AND TRANSPORTATION

The city and the entire county are served by a single school district, Boundary County School District #101. The district operates schools both within and outside the city. Statistical data obtained from the school district is attached and designated as Appendix C - Schools.

For planning purposes the district has adequate land within the city limits, which is properly zoned and has adequate access, utility services, as well as fire and police protection, to meet the requirements of any new structures. The location of these school facilities and the land owned by the district predates the Local Land Planning Act of 1975. The neighborhoods have developed consistent with their proximity to these schools. In part, these neighborhoods are suited to schools because they have developed around these school properties. Existing city ordinances restrict the sale of alcoholic beverages within three hundred feet of schools.

The district maintains a fleet of buses that meet state safety requirements for the transportation of students as required by the state.

### **Goals:**

1. In the future zoning and the development of the streets, water, sewer, electric and other utilities, the city needs to keep in mind the need for the district to expand existing facilities and construct additional facilities on the district's existing property to accommodate increased enrollment as the area grows.
2. The City should cooperate and coordinate public functions, whenever possible, to assist the school district in their mission of public education.
3. The City should pursue grant funding to help develop safe pedestrian and bicycle routes to each of the schools located within the City.

## 5.0 ECONOMIC DEVELOPMENT

The City of Bonners Ferry has historically been dependent on the timber and agricultural industries. Reliance on these industries has meant that the economy of Bonners Ferry has experienced fluctuations coinciding with fluctuations in those industries. Maintenance of that basic industrial core is of vital importance to the community. At the same time, community leaders must recognize the need to welcome additional industrial development of an appropriate type and kind. At present, the primary source of real income in the community is the natural resource income from the land surrounding the community and the retail trade that activity generates. Community leaders should remain vigilant in their protection of this fundamental economic base.

Additionally, studies have been conducted and plans developed to beautify the central business district for the purposes of increasing existing business and attracting new business to the community.

The City of Bonners Ferry should encourage economic development that will enhance the overall economic stability of the Bonners Ferry area by emphasizing existing industrial and retail activity while encouraging new development which complements the existing base.

**Goal 1:** Encourage the development of business and industry to create jobs for City residents and tax revenues for the City.

### **Policies:**

1. Encourage new businesses to locate in Bonners Ferry that will expand job opportunities for the community at large that would further utilize the City's current and future labor work forces.
2. Zone areas that have potential for business development in such a manner that they can be used for commercial and industrial development while maintaining adjoining land use interests. Show the locations of future commercial and industrial areas on the future land use map, thereby indicating to potential developers where the City envisions those features to be.
3. Encourage business establishments that will promote the City of Bonners Ferry and the surrounding area.
4. Work for the expansion and growth of existing businesses to enhance employment and property values to provide better support for existing public services.

5. Support emphasis in manufacturing and processing of local materials and crops.
6. Tourism should be promoted as a stimulus to economic development and employment.
7. Encourage and support the development and implementation of work force skill enhancement programs.
8. Encourage non-polluting and diversified industries to expand the City's present employment base.
9. Implement as many of those recommendations of the Tom Hudson Company strategic plan study conducted in 2000 - 2001 as the community determines to be appropriate to enhance the transportation and economic health of the community. A copy of this study is attached hereto marked Appendix D. Of particular applicability are chapters 3 and 4.

**Goal 2:** Maintain zoning and future land use mapping that ensures that the community's goals and policies for industrial development are met in coordination with economic development plans.

**Policies:**

1. Develop design standards for light industrial development and activity. Include standards to assure impact from light industrial activity on adjacent areas is minimized through zoning, buffering mechanisms or other means.
2. Develop definitions for types of activities and uses allowed, disallowed and allowed under conditional approval in various industrial zones.
3. Administer zoning ordinance in a user-friendly manner. Provide information early to the community and those affected by potential changes in ordinance. Maintain ongoing communication with the community concerning amendments, administration and enforcement of ordinances and administrative procedures.
4. Explore and adopt alternative mechanisms addressing the phasing out and/or accommodation of light industrial activity currently located in inappropriate areas of the community.

**GOAL 3:** Develop and maintain infrastructure development plans and capital improvement programming to provide necessary infrastructure in support of industrial development. Balance infrastructure development with projected demand for light industrial activity in future capital improvement plans.

**Policies:**

1. Use the Transportation Plan to address future road networks and structures to support light industrial development in designated areas, as set forth on the future land use map.
2. Incorporate plans for the improvement and development of infrastructure necessary to support projected light industrial development.
3. Promote the development of light industrial uses in areas where supporting infrastructure exists.
4. Provide necessary infrastructure for the development of light industrial uses in a timely and equitable manner.
5. Construct roads servicing light industrial areas at specifications that will support projected traffic and loads. Coordinate with service providers to schedule the placement of underground utilities in a timely manner when roads are constructed or improved.
6. Coordinate with the Idaho Department of Transportation in planning and development of signalized intersections and access requirements or restrictions along Highway 95. Integrate light industrial access requirements in any future transportation planning on the local and regional levels
7. Explore alternative funding sources and mechanisms to support the construction and maintenance of infrastructure necessary to support light industrial activity. Consider and adopt alternative funding mechanisms to address equitable sharing of costs to develop infrastructure by initial and future users.

## 6.0 LAND USE

Land use patterns in Bonners Ferry are not unusual for a community its size. The contour of the land creates two distinct districts with the South Hill at much higher elevation than the valley locations adjacent to the primary Central Business District (CBD) and the Kootenai River. Commercial land uses in the City are generally located in the downtown CBD and along State Highway U.S. 95/U.S. 2 corridor. Industrial uses have traditionally been located west of the downtown core and on annexed territory southeast of the downtown area. Residential uses adjoin all commercial areas and there are a few distinct intermediate uses between those. A mix of land uses adjoins the primary U.S. Highway on both the north and south hills.

Within the area of impact, there are existing farmlands interspersed with residential areas. The town is divided by the Kootenai River and immediately south of the River and west of the Central Business District is the fairgrounds and beyond it to the west and south an area of light and heavy industrial activity.

North of the Kootenai River and West of U.S. 95 is predominately residential with an approximate six to eight block area developed as a regional health care center including the hospital, nursing home, restorium, doctors' offices, and other health care support facilities.

It is the intent of the Plan to provide general guidance respecting the relationship between proposed land uses and existing land uses, available public services, and public responsibilities assigned to the City of Bonners Ferry. It is not the intention of this Plan to become a super-restrictive covenant, but it is to provide a vehicle for resolving all differences among neighboring land uses resulting in a natural progression from one use to the next. The civil courts remain the appropriate remedy for resolving disputes concerning appropriate activities. Nothing in the Plan should be construed as establishing an obligation for the city to provide additional public services and it should not be considered, in any way, to prohibit the allocation of public funds as a result of development activity.

**Goal 1:** To meet Federal and State standards for the protection of human health and safety, while maintaining the vitality of the local economy through preservation of the quality of land, air and water within the city.

Policies:

The long-term capability of land, air, and water resources to sustain human activity should be a significant factor in land use decisions. Decisions which threaten the quality of water or which impede air quality where human

habitation is expected should be carefully monitored and impacts minimized in order to protect the public health and well-being.

**Goal 2:** Land use decisions should consider the availability of utility services. Developments in areas not presently served by sewage treatment should be required to install dry sewer systems to facilitate later hook-ups to the municipal system. Developers may also be called upon to install lift stations or other methods of conveyance of sewage to allow water quality to be preserved. Sewer hook-up policies should reflect the long-term cost to the City and may include hook-up fees and cost allocation methods to minimize the burdens of growth on existing city residents.

**Goal 3:** Land use in areas subject to perennial seasonal high water should be limited to agricultural use or public recreation. Recognition should be given to flood plain mapping, completed by the United States Department of Housing and Urban Development. Individuals wishing to contest the mapping for the flood plains should be allowed to do so with competent engineering information. Nothing in this plan should be construed to limit the rights of owners to develop their land in accordance with sound engineering principles so long as development plans do not compromise flood protection for the community or increase the likelihood of flood conditions on other private lands. The burden of proving so rests with the developer.

**Goal 4:** Safe domestic water supply should be made available to all residents of the City of Bonners Ferry, with users responsible for paying for the extension of and other system improvements necessary to serve their use. General rate payers should not bear the obligation to provide service to new users in areas not currently served by the City system. Federally mandated drinking water quality standards can best be met by universal public water system availability. Propriety of proposed land uses should be influenced by the ready availability of public water supply.

**Goal 5:** Buffers between uses that generate noises, odor, dust, light, etc., and other incompatible uses should be provided through both zoning and subdivision ordinances. Special use permits should be used appropriately and as necessary to create a soft transition and blend from one zone to another. Policies that apply judgment to the manner and location of development of special uses that may have particularly significant consequences should be consistently applied.

**Goal 6:** Area of City Impact authority which is provided by 67-6526 of the Idaho Code has been negotiated with Boundary County to assure City involvement in matters that may directly affect both the City's development and use of the City's utility systems. The regulations of such areas should be agreed upon between the two jurisdictions, and should consider possible annexation by the City in the future and upon any necessary measures to

protect the health and safety of the City residents as a result of development on the City's fringe. Particular attention should be paid to emergency services and the transportation system, as traffic from outlying areas feeds into the city for commerce and other activities.

**Goal 7:** Policies and dealings with individual development requests should reflect the long-term well-being of the utility capacity and budget availability of the City. Particular attention should be paid to maintaining adequate capital for utility replacement and for expansion where appropriate. This Plan recommends that additional costs engendered by new developments should be born by those most directly benefited.

**Goal 8:** The City of Bonners Ferry should encourage, but not be limited to, development of land within corporate limits prior to annexation of undeveloped fringe areas. Lands developed on the fringe for eventual annexation should meet City development standards from the outset. There should not be a significant advantage to developing outside the City. Cooperation with Boundary County should be undertaken to achieve this balance.

**Policies:**

1. Areas proposed for annexation should be considered only if they are contiguous to the corporate limits of the City of Bonner Ferry and meet all other legal criteria set forth in Idaho statutes.
2. Annexation should occur after determination has been made that the City can provide those public services necessary to promote the health, safety, and general welfare of the citizens of Bonners Ferry and of the citizens in the newly annexed area. Consideration of fiscal impacts and effects on services should be evaluated at the time annexation is requested. Any possible deficits in service provision or substantial costs may be factored into any approval of an annexation request. Annexation agreements and impact fees should be a method for mitigating the effects of growth by annexation.
3. Development standards adjacent to the municipality's corporate limits should conform to City regulations to assure that the physical plans developed will properly integrate with the City.
4. The area of impact should be analyzed as to the existing and probable suitable uses. This conclusion should be embodied in a report to serve as a guide to staff and property owners in considering probable zone classifications to be assigned in the event of annexation.
5. Areas to be annexed into the City should have a land use plan and proposed zoning designation concurrent with annexation.

6. The City should judiciously evaluate the opportunity to provide sewer, water and other services within the corporate limits and the planned future extension of these services outside the existing corporate limits of the City of Bonners Ferry.
7. Direct the pattern of commercial development promoting the development of available land within the city through flexible and adaptable zoning ordinance.

**Goal 9:** The physical development of the City of Bonners Ferry should be accomplished in an orderly fashion by judicious land use decisions.

**Policies:**

1. The Comprehensive Plan should serve as a guide for development
2. The Comprehensive Plan should be maintained as a living document, and land use regulations should be monitored continually and updated as necessary to reflect the current community vision.
3. Input from citizens shall be encouraged at every level of land use decision-making.
4. The protection and enhancement of the general public safety, health, and welfare should be tantamount to all other factors guiding land use decisions.
5. The City should ensure that all new development is compatible with the land use plan.
6. The City should evaluate the community-wide impact of each significant development as determined by the City, on the need for public facilities and services, the circulation and housing impacts from the project, and the effects on the City's identified resources.
7. Land use decisions should consider the preservation and enhancement of natural resources.

**Goal 10:** Consider the impact of land use decisions on the transportation system.

**Policies:**

1. New development should be reviewed to determine its effect on existing streets and natural resources.

2. The City should assess the cost of impact on the local transportation system by new residential and business development.
3. City approval for new development, both residential and business, should occur only after sufficient planning for rights-of-way, improvements and access have been evaluated accommodating the increase in traffic volume.
4. Plans for proposed subdivisions and other large projects, as determined by the city, should include traffic impact studies to determine the compatibility and conformance with existing and proposed transportation systems. The studies should consider all existing and proposed contribution to the transportation.
5. Developers should be required to provide adequate off-street parking in areas where on-street parking could create safety hazards and circulation disruption.
6. Careful consideration of the use of traffic controls and regulations should be made to assure the safety of all motorists, bicyclists, and pedestrians.

## 7.0 NATURAL RESOURCES

As its name “Bonners Ferry” suggests, the city originates as a river crossing location for the early north/south trade routes. The city is divided by the Kootenai River, but is joined by a four-lane state highway bridge. The river provides scenic beauty and recreational opportunities. The Tom Hudson Company 2000 - 2001 study considered the enhancement of the appearance of the city and recommended the development of shoreline walkways and a pedestrian bridge across the river.

The river is an asset that the city should preserve and develop to enhance the natural attractiveness of the city. Land outside the city’s jurisdiction in the surrounding area is a combination of mountains, streams, and rich farmland. These resources lend themselves to both recreational, agricultural and timber opportunities. These areas are abundantly populated with birds, fish and wild game that create ample recreational opportunities for the residents of the city and surrounding region.

The area surrounding the city provides a home to an extraordinarily high number of species listed as endangered or other classifications which are protected under federal law. Although this creates an attractive environment to visit, it creates conflict with the natural and historical economic opportunities of the timber and agricultural industries.

**Goal 1:** The city should exercise its authority and seek funding as available to maximize the natural beauty and opportunities provided by the river within the city.

**Goal 2:** The city needs to exercise its influence with the appropriate federal, state, county, and tribal agencies to preserve, maintain, and develop the economic and recreational opportunities these natural resources provide the area.

**Goal 3:** In both the areas of city jurisdiction and the adjoining region outside the city’s jurisdiction, the city will need to maintain a healthy economy to sustain the local farming and timber industries and at the same time maintain the quality of life and environment for which the region is naturally suited.

**Goal 4:** Preserve, enhance and develop the quality of the land, air, water and natural environment in the City of Bonners Ferry.

### **Policies:**

1. Plans for proposed subdivisions and other large sites should include provisions to protect the natural drainage system and incorporate drainage facilities as

appropriate or necessary. Where the natural system is not adequate, supplemental drainage facilities should be required.

2. The City should work cooperatively with the Idaho Department of Health and the Idaho Department of Environmental Quality to amend, supplement and enforce standards for air quality, noise, and odors, as found appropriate.
3. The City should develop standards for the establishment of buffers between noise-generating and odor-generating uses and adjacent uses.
4. In order to protect groundwater quality, the City, should base residential development and density decisions on the availability of adequate water supply and sewage treatment capacity.

**Goal 5:** Promote the consideration of environmental impacts associated with development projects during the permit review process.

**Policy:**

1. Proposed development (residential, commercial, industrial or governmental) should be evaluated for potential environmental impacts in accordance with City policy and mitigation measures should be implemented, as feasible and appropriate.

**Goal 6:** Ensure a balanced environment where physical development may occur with minimal adverse effect to the natural amenities of the area.

**Policies:**

1. The City should identify natural amenities including, but not limited to, open space, scenic vistas, air quality, surface and ground water quality, existing native landscaping and ambient noise levels. Procedures and standards should be adopted for designation, enhancement and maintenance to protect the integrity of such natural amenities, as identified through time.
2. For all proposed developments, the City should require developers to conserve natural amenities, i.e. streams, wooded areas, scenic vistas and corridors, and incorporate these natural features into the development plan as open spaces and/or buffer areas.
3. The surface and groundwater quality of the City should not be degraded.

## 8.0 HAZARDOUS AREAS

The city has some areas of risk. First, that portion of the city at the river level which is within the floodplain and is protected by dikes which are more particularly discussed in Chapter 6 preceding.

**Goal 1:** To develop emergency evacuation procedures and contingencies in the unlikely event of a failure of the dikes. The entrance and exit from both the north and south of the city and the central business district within the city by U.S. 95 are along cuts into the side of the mountains. The soils are unstable and in the past mudslides have obstructed the highway. The north hill was reconstructed in 1999 - 2000 to hopefully eliminate this problem, but the two areas to the south are still at risk. Future ordinances should address the issues associated with building on unstable slopes.

**Goal 2:** To develop alternate transportation routes to by-pass the at risk areas until more effective corrections can be made to protect this transportation route from obstruction.

**Goal 3:** The city has a manmade hazard in that two railroads, the Union Pacific and the Santa Fe Burlington Northern, pass through the city. Also, U.S. 95, a primary highway for commerce between Canada, western Montana, and points south, is the main street of the south hill business district. These transportation routes serve to move commerce including the transport of hazardous materials.

**Goal 4:** These risks need to be addressed by maintenance of adequate contingency plans in the event of an emergency and continuation of training of personnel to deal with emergencies arising from such risk.

**Goal 5:** To protect lives and property from unacceptable risks resulting from natural and man-made hazards.

### **Policies:**

1. The City should cooperate with the Panhandle Health District to identify all hazardous areas in the City and the Area of City Impact.
2. The City should coordinate with the County and local emergency service providers in educating the community on the emergency response plan which addresses medical care, escape routes, mutual aid agreements, temporary housing and communications.

3. Residential, commercial or industrial structures and activities should not be developed or occur in slide or hazard areas unless adverse impacts can be mitigated.
4. Continue to enforce guidelines and ordinances to mitigate erosion, landslides, and other hazards that may result from land development.
5. Existing emergency management systems within the City and County should be adhered to during emergency events, including the Emergency Management Plan developed for the Moyie Dam.

## **9.0 PUBLIC SERVICES, FACILITIES, AND UTILITIES**

The city is a full service city providing water, sewer and solid waste disposal service, fire and police protection, and owns and operates a hydroelectric power plant and distribution system.

### **9.1 WATER**

The water system originates at a diversion facility on U.S. Forest Service land west of the city. The water system is also served by an alternate source that provides water from Kootenai River to the City's water treatment plant. The city has adopted an ordinance that establishes a systematic plan to limit or allocate water in times of shortage.

**Goal 1:** The water system is reaching capacity and with the completion of a comprehensive study, capital improvements need to be planned for to ensure that our existing and future citizens are provided with a safe and ample supply of water.

**Goal 2:** To implement the revised water rate structure in a fair manner once the north and south water districts have been consolidated and are under the full jurisdiction of the City.

### **9.2 SEWER**

The city's sewer system roughly corresponds to and parallels the city's water system. The sewer system has approximately 25% capacity left, however, the same limitations, studies, plans, goals and policies stated as to the water should be applied to the sewer.

In areas where public sewage disposal is not available, a dry system or other collection system which would eventually connect to the public system should be provided by developers in order to ease future connection to a public system. Developers of projects may be called upon to provide either installation of necessary improvements, or payment of funds in lieu of such installation in order to facilitate future connection. Any individual systems allowed within the community should be installed in such a manner that eventual public sewage service can be provided with minimal cost to the city and impact upon the homeowners to meet performance standards set by the ordinance may be conditionally allowed, where the zoning district allows conditional use applications.

### **9.3 DRAINAGE**

Excepting the portion of the city within the floodplain of the river, drainage is adequately provided for by gravity. Both through town and extending for some distance in both directions, the city is protected from river flooding by dikes along the shore. These dikes were constructed in the period of 1917 through the 1940's to restrict the natural flooding of the region by the river during the flood season. This artificial restriction of the river's historic flood pattern does create some potential risk and a difficulty in providing drainage in some areas. During the wet seasons, usually late winter, early spring, some areas within the city and in the designated areas of impact are flooded by a rising water table. To a great extent this flooding is controlled by the Libby Dam located upstream from Bonners Ferry.

**Goal 1:** Identify and properly zone low lying ground for uses compatible with high water table and periodic flooding.

### **9.4 POWER PLANT SITES AND UTILITY TRANSMISSION CORRIDORS**

The City owns and operates a hydroelectric plant on the Moyie River northeast of the City. The plant produces the electrical power and the city supplements this source of power by the purchase of power from Bonneville Power Administration. This system provides affordable low cost electric power to the residences and industry within the city's service area. The electric power system consists of an overhead transmission line and a distribution system consisting of overhead and underground lines.

### **9.5 Other Utilities**

Additionally, Avista provides natural gas service to the city by an underground distribution system. Time Warner Cable, using an underground and overhead system, provides cable T.V. service. Verizon, using an underground and overhead distribution system, provides telephone service. These utilities are covered by franchise agreements to serve the city and for the use of city right of ways and/or a lease or rental agreement allowing them to attach to city electric department poles.

**Goal 1:** It is the goal of the city to own or enable utilities that provide the best benefit to its citizens, safely and at an affordable cost.

### **9.6 FIRE STATION AND FIREFIGHTING EQUIPMENT**

The city has a relatively modern fire station with a good quality, but aging, fleet of fire trucks. The department is operated by a well trained volunteer

department and the less expensive items of equipment have been periodically updated.

**Goal 1:** Develop a plan to fund and acquire new trucks, additional fire hall space, or other major capital investments as necessary to maintain or improve the current rating of the city by the Insurance Underwriters' Association.

#### **9.7 HEALTH AND WELFARE FACILITIES, LIBRARIES, WASTE DISPOSAL SITES, PUBLIC SAFETY FACILITIES AND RELATED SERVICES**

The city is the county seat for Boundary County and as such many of the state and county facilities are located in the city.

County facilities located in the city are as follows: County hospital, nursing home and restorium, the courthouse, jail, and Sheriff's Office. Although the city police department maintains staffing sufficient to provide round the clock, seven day a week police protection, and has its own administrative facilities located in the City Hall, radio dispatch of officers is by the county Sheriff's Office pursuant to a joint agreement between the city and county. The State of Idaho maintains an office for the Department of Health and Welfare in the city and the county has established a Board of Guardians at the hospital as provided for by law. The county library, a modern facility, is situated at the entrance to the central business district. The fire and police departments have training appropriate to the area including the handling of hazardous materials.

**Goal 1:** All of the herein referenced facilities are adequate to meet present needs and some expansion. In all decisions the city will need to keep in mind the need to expand the facilities for necessary services as the community grows.

#### **9.8 SOLID WASTE**

The city's solid waste is collected and transported to the county solid waste facility by a contractor.

## 10.0 Transportation

The condition and efficiency of the transportation network servicing the city has significant impact on the health and vitality of the local economy and the community as a whole. Growth within the City of Bonners Ferry, as well as Boundary County, is placing increasing demands on the local road network and its ability to service the current population in a safe and convenient manner. The high cost of improving roadways, and limited right of way widths in some areas of the city, are some challenges currently facing the City in scheduling desired improvements to the existing road network.

The city is divided in a north/south direction by U.S. 95 and two major railroads - the Union Pacific and the Burlington Northern Santa Fe. (This issue is also addressed in several preceding sections including Chapter 8.) The highway is subject to the control of the Idaho State Department of Transportation, which is responsible for maintaining traffic control devices and speed limits. This imposes a severe limitation on the city's authority to manage traffic within the city. The Tom Hudson Company 2000 - 2001 strategic plan prepared for city, county and Kootenai tribe recommend that the two lane section of U.S. 95 on the south hill will need to be widened to accommodate four lane traffic (Two lanes each direction.) making it necessary to acquire fourteen feet of right of way on each side of the existing right of way if the highway is not re-routed around the city. City business and public leadership is opposed to a highway bypass.

Likewise, railroad lines bisecting the city are controlled by railroad companies and federal regulation. Again, like the highway, although they benefit the community for the transportation of goods and creation of jobs, they are disruptive to the street and utility systems within the city.

Finally, no comprehensive map or system of maps of the city's streets, right of ways and utility infrastructure exists. At this time the City is in the process of procuring an engineering consultant to provide a comprehensive transportation plan for the City that is integrated with County's planning efforts.

**Goal 1:** Plan for the acquisition of additional right of ways adjacent to U.S. 95 on the south hill.

**Policy:**

A 54 foot setback of construction was established by Ordinance 234 in 1969 which will help minimize disruption resulting from the widening of U.S. 95 highway, at least as to construction that occurred after 1969.

**Goal 2:** Plan for future railroad crossing requirements, i.e. traffic and utilities.

**Policy:**

With the acquisition of each railroad crossing, it should be the policy of the city to engineer it for as many uses and as expanded use as is foreseeably reasonable.

**Goal 3:** Development of alternative routes to avoid the obstruction of transportation and resulting economic loss and safety concerns.

**Policy:**

Review and prioritize the development of alternative routes in conjunction with local county authorities as necessary.

**Goal 4:** Develop a comprehensive inventory and map of all rights of way and infrastructure.

**Policies:**

1. Establish first a priority to develop such for these facilities as they now exist, and when completed, periodically review and update as necessary.
2. Periodically review and update zoning ordinances and set back requirements to meet new and changing circumstances.
3. maintain mapping and inventory of existing streets

**Goal 5:** Procure engineering services to help the City produce a comprehensive transportation plan that will be used to identify weaknesses with our transportation system and develop effective solutions to mitigate those weaknesses.

**Goal 6:** Provide an efficient transportation system in the City of Bonners Ferry coordinated with the County and ITD.

**Policies:**

1. All components of the City transportation system should be coordinated with neighboring jurisdictions and with county, state, and federal programs.
2. The City should discourage private streets that serve developments, particularly residential areas, except where warranted by site limitations.

**Goal 7:** Enhance intersections where local east-west arterials and collectors cross Highway 95 to assure safe and user friendly pedestrian and vehicular access to, from and across Highway 95.

**Policies:**

1. Explore, select and implement traffic control options to address local traffic requirements at individual intersections. Options to be considered at individual intersections, in the context of existing development, present and future traffic volumes, future land uses, topography, etc., may include:
  - a) Improved traffic control measures directing traffic through intersections.
  - b) Enhanced signage identifying major intersections along Highway 95.
  - c) Improved signalization to provide efficient and safe traffic flows.
  - d) On and off ramp approaches to and from Highway 95 accessing the local arterial system.
  - e) Added signalization at select intersections within the City, where deemed necessary to facilitate the safe and efficient movement of traffic.
2. Address the widening of east-west arterials and arterials in areas adjacent to Highway 95.
3. Explore and select options facilitating non-vehicular traffic access across Highway 95, including, but not limited to:
  - a) Pedestrian ramps over or under Highway 95 at key intersections.
  - b) Improved signage at intersections directing non-vehicular traffic.
  - c) Aesthetic lighting options to enhance visibility and safety.
  - d) Public information concerning available non-vehicular traffic options to promote awareness.
  - e) Improvements to pedestrian controlled signals at key intersections.
4. Develop and implement traffic control projects demonstrating potentially viable options.
5. Coordinate with the State of Idaho, Idaho Transportation Department, Boundary County, and other agencies and local communities in the planning, development and funding of future short-term and long-term projects.
6. Work with the State legislature to increase awareness of local transportation needs and garner financial support to implement selected solutions.
7. Explore funding options to support development of future transportation options, including, but not limited to:
  - a) State and federal funding sources.
  - b) Local improvement districts.
  - c) Development Impact Fees.
  - d) Urban Renewal Districts.
  - e) Other financial options tied to local community development.

**Goal 8:** Develop a Strategic Transportation Plan for the City, to update the functional classification of roads within the system, as may be appropriate based upon present and future traffic patterns and volumes, and to define and prioritize improvements to existing collectors and minor arterials, and identify future streets to provide connectivity and service in areas of “infill” development.

**Policies:**

1. Incorporate existing patterns of traffic and road improvements into future transportation plan.
2. Do not allow private roads where location and configuration negatively affect the transportation network’s traffic flow pattern.
3. Strengthen coordination efforts in the planning of the transportation network with other local and regional entities.
4. Amend zoning and subdivision ordinances to address the impact of future development on the existing road network.

**Goal 9:** Minimize financial and operational impacts resulting from road improvement projects and maintenance.

**Policies:**

1. Develop and maintain a transportation capital improvement plan specifically designed to meet the City of Bonners Ferry’s needs in coordination with other local capital improvement plans addressing other infrastructure needs of the community.
2. Coordinate construction and improvements of other infrastructure, including, but not limited to, non-vehicular pathways, sewer, water and other utilities, with road improvement projects.
3. Amend applicable fee structures to address the financial impact of road improvements needed to support future development.
4. Coordinate future funding of the transportation system directly with adjacent communities and local entities, where appropriate.
5. Explore financial and procurement options for the acquisition of necessary right of way and road improvements.
6. Explore alternative funding sources to support improvement and development of road infrastructure with other local and regional entities.

## 11.0 RECREATION

The city is located in an area rich in recreational opportunities. Within a thirty mile radius opportunities abound for fishing, hunting, water sports, camping, snowmobiling, skiing, and many other outdoor activities. Within the jurisdiction of the city is the city owned nine hole golf course and swimming pool. The latter is available without charge to the public. Unique to the city is a small, attractive park in the central business district. Several ball fields and two tennis courts also exist within the City. And yet to be developed is the Kootenai River shoreline, which presents a tremendous potential as an attractive centerpiece for strolling, fishing and relaxation, if properly developed. The public schools have track, and field facilities, and land available as funds become available to develop additional facilities. The County provides scheduled recreational programs throughout the year.

**Goal 1:** To maintain existing facilities within the city at their optimum condition and their availability to as broad a cross section of the population and visitors as possible.

**Goal 2:** To be mindful of the potential of the natural characteristics of the public land within the city for development for recreational purposes.

### **Policy 1**

It is the policy of the city to recognize and develop both the natural and manmade recreational opportunities within its authority. Recognizing that in doing so, it has contributed to the physical, mental and economic well-being of the citizens. Further recognizing that by virtue of its natural surrounding and recreational opportunities, the city has a competitive advantage to attract economic activity.

### **Policy 2**

By its zoning, the City should encourage the development of private recreational facilities.

**Goal 3:** Develop and implement a long term strategic parks and recreation plan based on input from, and communication with the community, to meet the needs of all segments of the population of the City of Bonners Ferry.

### **Park and Recreation Concepts to Consider:**

- Development of adequate parking adjacent to park facilities to accommodate demand during high activity periods.

- Interconnectivity of parks with residential areas and other activity centers within the community through a network of bike and pedestrian paths.
- Development of a variety of park facilities to locally service all areas of the community.
- Involvement of senior members of the community in the development of, and participation in, recreational activities and programs designed to meet their needs.
- Development of a community center, interrelating activities in the center with other park programs.
- Provision of recreation programs to service all elements of the community.
- Incorporation of aesthetic features in existing and future parks. Integrate historic, social and cultural themes in various parks in the park system.
- Create small aesthetic “pocket parks” in various areas of the community.
- Dedicate green space throughout various parts of community to enhance pathways, and provide connectivity and open space for future generations.
- Develop and maintain a community wide park environment, while promoting a sense of community ownership.

**Policies:**

1. Identify strategies for the development and or expansion of recreational facilities, including possible locations and/or sites, cost of development, financing strategies and potential partners to aid in the development, implementation and financing of facilities identified.
2. Identify strategies for the development and implementation of recreational programs, including possible sites, staffing and funding requirements, financing strategies and potential partners to aid in the development, implementation and maintenance of programs identified.
3. Incorporate and build upon private and regional recreational resources in planning efforts, where feasible and appropriate.

4. Coordinate planning and implementation efforts with other municipalities, and local and regional recreational interest groups to avoid duplication of services and maximize the recreational opportunities available to the residents of the City.

**Goal 4:** Promote the development of a City Parks & Recreation Programs, as needed to keep pace with the needs of a growing population with changing demographics.

**Policies:**

1. Promote and encourage the development of public/private and inter-municipal partnerships, where feasible, in the implementation, operation, and funding of recreational programs and activities serving the residents of the City of Bonners Ferry.
2. Coordinate with Boundary County in the development of future parks and recreation facilities within the community that benefit both City and County residents.
3. Create and maintain a Parks and Recreation Department within the City of Bonners Ferry to coordinate the future development and maintenance of current and future parks and recreation programs.
4. Maintain sufficient staffing to assure acceptable levels of maintenance and support of park facilities and recreation programs are maintained.
5. Explore funding options for the implementation, operation, and maintenance of parks and recreation programs, including, but not limited to:
  - a. State and federal funding sources;
  - b. Private endowments, donations, grants and funding opportunities;
  - c. Creation of a recreation district;
  - d. User fees, and other alternative revenue sources; and,
  - e. Other financial options tied to local community development.

**Goal 5:** Explore and implement alternative methods of acquiring property and resources for the purpose of providing park facilities and recreational programs to service existing and future community needs.

**Acquisition Concepts:** Explore the following concepts in the future planning and development of park facilities and programs and other City planning efforts, as applicable:

1. Dedication of land and/or resources for park development by landowners when subdivisions are platted.
2. Dedication of right of way and/or easements for use as bicycle and pedestrian pathways to interlink park system as requirement in platting process.
3. Develop and implement a Capital Improvement Plan for Parks & Recreation Facilities, identifying the cost, the year planned for development, and funding source(s).

## 12.0 SPECIAL AREAS OR SITES

As with recreation, the city, both within its boundaries and the adjoining region, is rich in special areas and sites. This natural characteristic of location lends itself to cooperative ventures with regional organizations and entities to maximize the quality of life and economic benefits.

The city has associated itself with the Selkirk Loop, a regional association including government and private enterprise on both sides of the international boundary. This Selkirk Loop's specific purpose is to promote the regions special areas and sites. (A copy of that organization's 2001 travel guide is attached as Appendix K, Pages 11 - 15 feature Bonners Ferry specifically.)

As has been noted elsewhere in this plan, the city was founded at the site of a river crossing for international and regional trade routes. In 2000/2001, the city, in conjunction with Boundary County and the Kootenai Tribe of Idaho, commissioned Tom Hudson Company to conduct a study to prepare a strategic plan for the local area. This plan is incorporated into this plan (A copy is attached as Appendix D.) both for its description and recommendations and as a guideline and goal subject to modification as changing circumstance and conditions may require.

Of particular significance is the existence of a major wildlife refuge. The adjacent area within the county is home to a high number of federally protected species of wildlife and migratory waterfowl. The existence and potential expansion of these areas are often in conflict with the traditional economic and recreational base of the region's timber, hunting, and snowmobiling. By and large, the city has no direct control over these areas, but is limited to its power of persuasion through the political process.

**Goals and Policies:** Concerning special areas and sites, the applicable facts, goals and purposes are similar to those in Chapter 11 - Recreation.

Recognizing the authority of the city is limited regarding the special areas and sites. The city must influence state and federal agencies to follow a course that will help to maintain a sound economy and quality of life to benefit the residents of the city. The city must recognize and encourage the development and use of these special areas or sites for the economic benefit and enjoyment of its residents.

## 13.0 HOUSING

The city celebrated its centennial anniversary in 1999. Considering the longevity of the city and its modest, but steady, growth rate, it encompasses all types and kinds of housing and housing areas. Ordinances have been updated to accommodate recent legislation for mobile homes. There is a growing need for areas for new middle and upper middle class housing. The undeveloped areas most conducive to such are in the area of impact surrounding the city.

### GENERAL POLICIES:

1. Clean, safe and sanitary housing with a suitable living environment should be available to all citizens through a combination of protection of private property rights by private landowners and a measure of public support for the community interest through zoning ordinance provisions and related land use regulations.
2. The city should cooperate with and encourage private efforts to provide adequate housing. This can best be accomplished by avoiding the erection of barriers to providing housing and development of land for all types of housing.
3. Developers should assist the community with development of public facilities or providing significant buffering from incompatible uses to minimize the cost impact upon public funds.
4. When extension of utilities is required to serve new housing developments, the cost and installation of those extensions should be the responsibility of the developer. General public support should only be provided when a definable public benefit can be achieved.
5. Sewage disposal should be provided for in accordance with standards set by the city in conjunction with the Panhandle Health District and the Idaho Department of Environmental Quality.
6. It is the policy of the community to recognize that manufactured housing has a place in today's housing market as a source of decent and safe shelter. At the same time, the community requires that housing of this type conform to acceptable community design standards so that it will be compatible with its surroundings and help sustain property values of conventional site-built homes.

**Goal 1:** Maintain and/ or improve the quality of housing and residential development.

**Policies:**

1. Housing policies should be developed to assure that the upgrading and rehabilitation of homes is encouraged rather than discouraged.
2. Assure safe and long lasting housing construction by utilizing building, zoning, and housing regulations.
3. Cooperate with and encourage private sector entities to provide adequate housing.

**Goal 2:** Encourage well-planned residential development.

**Policies:**

1. Developers should be encouraged to maximize the variety of attractive neighborhood settings in terms of price range, amenities, natural settings, and proximity to other areas of activity.
2. Adequate public access should be provided to all lots.
3. Streets should be designed and constructed in compliance with applicable adopted standards.
4. The City should develop and enforce standards regarding the provision of adequate water supply for domestic and fire code emergency uses, and for other utilities such as power, gas, telephone, street lights.
5. Sewage disposal should be provided in accordance with the standards of the adopted City sewer policy and in accordance with policies of this comprehensive Plan.
6. Residential areas should be buffered from adjacent non-residential uses.
7. For all new development, the City should require developers to provide funding for extension, and/ or expansion of municipal services and facilities.
8. Land use regulations, zoning and subdivision ordinances, should be updated and revised to assure responsible, well-planned development in accord with the comprehensive plan.

**Goal 3:** Accommodate the enhancement of current housing and development of future housing to assure housing is available in an affordable manner for all members of the community.

## Policies:

1. Explore, develop and promote a variety of options and solutions to best assure the provision of future affordable housing throughout the community. Some options to explore include:

- Enhancement and rehabilitation of currently available housing.
- Flexible zoning that allows for a balance of smaller lots and assimilation of affordable housing in future housing developments.
- Allowance and promotion of mixed-uses in various zones. Some options to explore include apartments in commercial areas and apartments adjacent to and/or mixed lightly with single family residential.
- Incorporation of development incentives in the zoning and other administrative ordinance.
- Promotion of community partnerships in the development of affordable housing.
- Alternative funding sources.
- Education and promotion of funding sources available to private and not-for-profit developers for the development of affordable housing.
- Encouragement of housing improvement and development programs by non-profit social organizations.

2. Consider the following in the exploration, development and implementation of any option addressing the goal:

- Definition of the local need for affordable housing and what is affordable locally.
- Incentives for long-term maintenance of all housing.
- Future housing kept in balance with other development and activity in the area.

## **14.0 COMMUNITY DESIGN**

In 2000/2001 the city was included in the Tom Hudson Company 2000 - 2001 strategic plan (See copy attached as Appendix D). Pages 119 - 160 provided specific recommendation and proposals to accomplish this result.

## 15.0 IMPLEMENTATION

The various chapters of this plan establish goals and policies to follow as a guideline to accomplish the goals and purposes stated. Zoning ordinances need to be periodically reviewed and amended to meet changing needs and conditions. The Planning and Zoning Commission, at its regular meetings, should also establish priority projects to meet the goal stated herein.

It is specifically intended that this plan be interpreted to be consistent with presently existing land use regulations and the ordinances of the city. However, it has been repeated throughout the plan that this is a guide, and it is the intent purpose of the city in the adoption of this plan that both the plan and the ordinances of the city of Bonners Ferry are living instruments ever changing to meet changing needs and circumstances.

### 15.1 Ordinance Updates

The City of Bonners Ferry will need to update its ordinances, including its zoning ordinance and zoning map, subdivision ordinance, annexation ordinance, and other miscellaneous ordinances, in order to reflect land use, residential densities, community design, natural resources, and other relevant goals and policies, as set forth in this document. Once revisions are complete, the City ordinances should continue to be reviewed, updated, and maintained on an on-going basis. Revisions, updates and additions should occur as may be necessary to address changing circumstances and conditions, and in order to address new issues as they may arise in the future. In addition, the City will need to review and update its standards and policies on an on-going basis, as necessary and appropriate, based upon ordinance revisions, changing conditions, and new issues.

### 15.2 Capital Improvement Planning

A Capital Improvement Plan is a particular type of strategic plan that specifically identifies a financial strategy for projects requiring capital investment on the part of the City. With a myriad of important projects competing for limited funds, a capital improvement plan allows the City to identify capital projects necessary to implement the goals and policies contained herein, prioritize them, identify funding streams and financing strategies, as well as to provide a schedule to include the timing for securing funds, acquisition, completion of design work, and actual construction activities to occur. Such a plan allows the City to allocate funds in accordance with its identified priorities, secure outside financing as may be appropriate, and budget according to the cost and timing of future projects, as well as providing a work plan for City staff in the implementation of the identified priority projects.

The Capital Improvement Plan should include identified transportation improvement projects, parks & recreation facility acquisition and improvements, sewer & water infrastructure projects, facilities projects (both acquisition and renovation projects), planning in support of these projects, and other capital projects as may be identified by City Council.

In addition to the bi-annual updates, upon completion and adoption of detailed strategic plans related to transportation, infrastructure, and parks and recreation, the specific goals, policies, and planning maps identified in those plans should be incorporated into this document through amendment. Capital improvement plans are generally scheduled on a five-, seven- or even ten-year cycle, but they require annual updates, as part of or prior to setting of the City's annual operating budget. Many communities identify a threshold dollar amount, for capital project inclusion in its capital improvement program (projects below the threshold dollar value would otherwise be included in the regular operating budget). The City should target completion of its first Capital Improvement Plan for inclusion in the fiscal year 2007-2008 budget.

Once the Capital Improvement Plan is complete, the City needs to develop an Impact Fee Study, and amend its impact fees accordingly, as based upon this document and the strategic transportation plan (as identified above).

### **15.3 Comprehensive Plan Map**

A future land use map, delineating a proposed general pattern of land use activity should be developed in conjunction with this document that reflects the communities' vision statement and goals and policies presented in this Plan. This map should provide a general guide for future land use decisions, outlining a general pattern of desired development.

The future land use map should be developed and used in accordance with goals and policies, and shall be considered in making decisions concerning future land use ordinances, amendment of the current zoning ordinance and map, requested zones changes and other land use issues. The boundaries delineating types of uses are not finite but outline a general area for designated activities. Boundary lines for types of use are generally within three hundred feet (300) feet of delineating the proposed area. This generality shall be taken into consideration when determining future zoning and land use decisions in areas adjacent to any boundary, as set forth on the maps. Appendix E includes a copy of the future land use map.

## 7.1 Agriculture

Agriculture is a major industry in Boundary County. Within the municipal boundaries, there is a limited amount of property that is used to raise farm crops. There are grain elevators and feed stores located in Bonners Ferry, along with other farming related businesses.

The City of Bonners Ferry recognizes the right to farm as a natural right, as per Idaho code Title 22 Chapter 45.

### 9.45 National Interest Electric Transmission Corridors

The City of Bonners Ferry has not been notified by the Public Utilities Commission that a federally designated national interest electric transmission corridor exists or is being planned within Bonners Ferry.

## 15.3 Comprehensive Plan Map

The Comprehensive Plan Map provides direction for how land is expected to be used within the City of Bonners Ferry. The boundaries delineating types of uses are not finite but outline a general area for designated activities. Boundary lines for types of use are generally within three hundred feet (300) feet of delineating the proposed area. This generality shall be taken into consideration when determining future zoning and land use decisions in areas adjacent to any boundary, as set forth on the maps. The Map includes three basic categories of land use, which are described briefly below:

**Residential.** The Residential designation is intended to support zoning districts allowing a range of housing types and densities. The Residential designation also allows for certain public uses such as parks, fire and police facilities and K-12 schools.

**Commercial.** The Commercial designation is intended to support zoning districts that allow commercial uses. The Commercial designation also allows for single and multi-family dwellings, public utility structures, and certain public uses such as parks, fire and police facilities and schools.

**Industrial.** The Industrial designation is intended to support industrial, manufacturing, warehousing and wholesale business establishments. The Industrial designation also allows for certain public uses such as parks and fire and police facilities.

**Plan District–Zoning District Conversion Table.** Table 15.3-1 below indicates which zoning districts shall be allowed within each designation. When annexation of land occurs, zoning will be assigned that is consistent with existing land use and the land use of adjacent areas.

**Table 15.3-1 Plan Designation - Zoning District Conversion**

<b>Plan Designation</b>	<b>Zoning District Permitted</b>
Residential	Residential AA Residential A Residential B
Commercial	Commercial Medical
Industrial	Industrial

City of Bonners Ferry  
Swimming Pool  
Lifeguard  
Policy and Procedures  
Manual

June 2017

## **I. RULES AND REGULATIONS**

- A. As listed at the swimming pool.

## **II. APPROPRIATE WORK ATTIRE**

- A. Swimming lessons

Female: One-piece swimming suit

Male: Knee-length board shorts

- B. While on Duty

Female: Either one-piece swimming suit, or tankini. **No Bikinis**

Male: Knee-length board shorts

## **III. ON-TIME POLICY**

Each lifeguard is expected to arrive 10 minutes before his/her scheduled shift. Lifeguards should be ready with appropriate dress, and all necessary equipment (i.e. sunglasses, whistle, sunscreen applied).

## **IV. SCHEDULING**

The head lifeguard is in charge of scheduling for the swimming pool. The schedule will be completed by Friday for the next week, or two weeks. Lifeguards need to put time off requests in writing **BEFORE** the schedule is completed, and submit to the head guard. Once the schedule is complete, the scheduled shifts are the responsibility of those scheduled to work them. If any changes are necessary, the scheduled lifeguard should find a replacement, and then clear the change with the head guard. It is not the head guard responsibility to find a substitute. If you are unable to find a replacement, you are responsible for working that shift. No changes are final until approved by the head guard.

\* At least 24 hour notice must be given prior to approved shift changes, unless it is an emergency.

## **V. TIME CARD PROCEDURE**

Lifeguards are expected to keep a daily tally of their time worked, in the time card log. At the end of each two-week period, lifeguards will transfer from their time card log, to the city time sheets provided. Time card logs need to be recorded daily so that they can be monitored at any point by the head guard.

## **VI. PHYSICAL FITNESS**

Lifeguards should have good physical fitness.

Lifeguards are expected to swim 10 laps down and back each week. Each lifeguard is expected to be able to perform all necessary Red Cross lifeguarding rescues, prior to working at the swimming pool.

Lifeguards are expected to participate in weekly in-service activities or at the head lifeguard's discretion, where skills will be reviewed each week.

Lifeguards are expected to be able to tread water for one minute while holding a ten-pound brick above water.

## **VII. ROTATIONS**

Lifeguards will rotate positions on a 15 – 20 minute interval. The lifeguard coming off of break is expected to start the rotation 2 minutes early so the rotation is completed by the twenty-minute interval.

If there are more than ten swimmers in the pool regardless of position, there needs to be a lifeguard in the deep end chair.

When there are more than thirty swimmers in the pool, there needs to be three lifeguards on duty.

## **VIII. OPENING/CLOSING PROCEDURES**

Opening: Each morning the following needs to be completed

- Vacuum and skim the pool
- Clear debris from pool deck
- Stock toilet paper in bathrooms
- Get swimming lessons toys ready
- Check water temperature

Put up chairs & umbrellas

Put out tubes

Hook up phone

Closing: Each evening the following needs to be completed.

Clear debris from pool deck

Disinfect bathroom floors, clean toilets

Empty guardroom, bathroom, and deck trash into outside trash can and replace liner

Check soap and paper towels

Clean up debris outside fence

Put clock and phone away, lock all cabinets

Lock swimming pool

**ON THURSDAY EVENINGS:** Take trash cans to the curb

## **IX. ACCIDENT AND INCIDENT REPORTS**

Accident reports need to be completed for all first aid treatment, and any rescues that a lifeguard performs.

Incident reports need to be completed for all disciplinary issues that occur at the pool.

## **X. SWIMMING LESSONS**

All WSI certified lifeguards are expected to be present for all scheduled swimming lessons. Time off requests will not be granted during those times. All non-WSI guards will work swimming lessons on a weekly rotation.

Swimming lessons are either in ½ hour or one hour blocks, which will be scheduled before the pool opens.

## **XI. THUNDER/LIGHTENING**

As stated in the Red Cross manual; if thunder is heard, or lightening is seen, all occupants will be asked to get out of the pool for 30 minutes. For every reoccurrence, the 30-minute wait will begin again. If the thunder or lightening continues for more than 1

hour, the pool will be closed for the remainder of the day. Only the head lifeguard, or guard in charge has the authority to close the pool.

## **XII. BIOHAZARDS**

Any blood either on a person, or found on a surface is considered a biohazard. Any lifeguard coming in contact with blood should always wear latex gloves, from the beginning to the end of the removal. All biohazard products should be placed in the red biohazard bucket. When the bucket is full, call city employees to come and empty the container.

When feces is found in the pool, the city employees must be called, and the swimming pool will be closed for the remainder of the day, for chemical treatments to clear the bacteria.

When vomit is found in the pool, the same procedure as feces, but the pool will re-open two hours after chemicals have been added.

## **XIII. LOST AND FOUND**

All lost and found should be collected each day. At the end of the day, the guard in charge should fold all lost and found, and place in the Rubbermaid container provided. The lost and found articles should not pile up on the deck for days at a time. No wet/damp items should be placed inside the container.

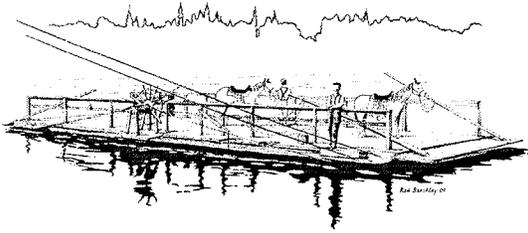
## **XIV. IN-SERVICES**

All guards are required to participate in weekly in-services, scheduled at the discretion of the head lifeguard. If a guard is unable to attend the in-service, that guard is responsible for making the time up with the head lifeguard to go over all covered material. The guard must have prior authorization from the head lifeguard to miss an in-service.

## **XV. YEAR END EVALUATIONS**

At the end of the summer the head lifeguard will evaluate each lifeguard, on their physical skills, as well as the responsibility aspect of being a lifeguard. The head lifeguard will make a recommendation whether each guard should be rehired.

The city will receive the original evaluation, and each guard will receive a copy of the evaluation.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: June 15, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **City Lifeguards**

We recently opened the pool with six lifeguards that originally applied for those positions. In order to have enough lifeguards to cover swim lesson schedules and to provide adequate coverage, we need 8 to 10 lifeguards.

We re-opened the job announcement and interviewed 3 more applicants. I am asking for permission to hire the following new lifeguards for this season:

Jaeda Schnuerle  
Hannah Lysne  
Sierra Brown

The applicants above should be certified this week and available for work on June 19, 2017.

Thank you,

Mike

**MASTER DEVELOPMENT AGREEMENT**  
**FOR**  
**VACATION OF ALLEYWAY (VC01-16)**

THE CITY OF BONNERS FERRY, hereinafter the "City", a municipal corporation of the state of Idaho, 7232 Main Street Bonners Ferry, Idaho 83805, and The Catholic Church, located at 6270 El Paso Street , hereinafter referred to as the "Developer", enter into this Development Agreement, hereinafter the "Agreement."

WHEREAS, Developer owns approximately 1.818 acres of real property in fee simple title located within the City of Bonners Ferry which Developer plans to move city owned utilities, sewer, water and electrical, as means to vacate the 16-foot wide alleyway. The proposed removing and replacing of the city utilities is contingent upon the terms identified within this development agreement and the terms of the Vacation Hearing as set forth in a decision by the City Council on September 21, 2016 (Exhibit B), for the sake of this agreement it is the improvements hereinafter called the "Project".

WHEREAS, in order to enhance and strengthen the public planning process it is the desire of the City and the Developer to establish terms of mitigation, to describe the scope of construction improvements, to foster an understanding between the Developer and the City with regards to the development of the property described in Exhibit "A" and to assure the maximum effective utilization of the City's resources with the least economic cost to its residents.

WHEREAS, the City has complied with the notice and public hearing requirements for the vacation approval, and approved the "Project" with the conditions established with Exhibit "B" and which are attached hereto; and

WHEREAS, the City has determined the "Project" is appropriate for a development agreement pursuant to Bonners Ferry City Code.

NOW THEREFORE, IT IS HEREBY AGREED that subject to the review process for each phase of development, maintenance of continuing progress in development of the Project in compliance with the provisions of this Agreement, and the availability of utility capacity, Developer shall be allowed to develop the "Project" as set forth.

1. Property and Term.

1.1 Property Subject to this Agreement. All property known to be affected as part of the vacation shall be included with this request. This includes, but is not necessarily limited to the following streets: Denver Street, Lincoln Street, Grant Street and El Paso Street.

1.2 Term. The term of this Agreement shall commence upon the execution of this Agreement by all parties hereto and shall continue for a period of three (3) years or until all utilities have been completed and installed to the satisfaction of the city. Extension of this Agreement for a period of one (1) year shall be approved by the Council and shall include in writing the why the extension is necessary.

2. Regulations and Policies.

2.1 Project Development. Developer shall have the right to develop the Project in accordance with the terms and conditions of this Agreement, the terms and condition of the Decision letter dated September 21, 2016 (Exhibit "B") and City shall have the right to control development of the Project as set forth in this Agreement and consistent with applicable local and state laws. Except as otherwise specified in this Agreement, the approvals memorialized hereby shall control the overall design, development and construction of the Project, and all on-and off-site improvements and appurtenant improvements in connection therewith, in the manner specified in this Agreement. Nothing in this Agreement shall contravene any applicable provision of law, which is not subject to modification by the City.

2.1.1 Existing Approvals. Development of the Property shall be subject to all of the conditions and standards as set forth in Exhibit "B". The development of the Property shall be consistent with adopted rules, policies, regulations and ordinances of the City except where such rules, regulations and ordinances are expressly modified by the approvals accorded the project.

2.1.2 Future Application. Sections 2.1 and 2.1.1 herein shall not preclude changes in City laws, regulations, plans or policies, the

terms of which are specifically mandated and required by changes in State or Federal laws or regulations which may be otherwise applicable to the Project. In the event State or Federal laws or regulations enacted after the effective date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Agreement or require changes in plans, maps or permits approved by the City, this Agreement shall be modified, extended or suspended as may be necessary to comply with such State or Federal laws or regulations or the regulations of such other governmental jurisdictions. Any such future changes shall be applied in a manner which most closely approximates the approach envisioned by this Agreement and the terms of the approvals memorialized hereby.

- 2.1.3 Construction Plans: Detailed Construction Plans shall be designed by an Idaho licensed Engineer where plans and specification are designed to the Idaho Standards for Public Works Construction (ISPWC). The Developer shall bear all costs associated with the design and submission of plans.
  
- 2.1.4 Approval of Construction Plans: Prior to construction of any improvements affected by this agreement, all plans shall first be approved by the City Council and the Idaho Department of Environmental Quality (IDEQ). It is City's recommendation that plans also be reviewed by the City Engineer. Plans and specifications are subject to standards identified within the construction agreement (Exhibit C).
  
- 2.1.5 Fees. All applications for City approvals, permits and procedures may be subject to City's fees and charges at the time of consideration of the development approval request, or building

permit except as expressly superseded by Section 2.1.1 herein

2.2 Hold Harmless. Developer hereby agrees to and shall hold City harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage which may arise from the Developer's development of the Project, excepting claims and causes of actions brought by the Developer for default of this Agreement or those arising from the negligence or willful misconduct of the City.

3. City's Good Faith In Processing.

3.1 Processing. City agrees that it will accept, process and review, in good faith, in accordance with the terms of this Agreement all applications for final acceptance documents, building permits or other authorizations needed for development of the Project.

3.2 Permits. City agrees that this Agreement shall permit Developer to develop the Project according to the terms and conditions agreed to herein and the official actions approving the Project, and that City agrees to record the vacation upon completion of the terms of this agreement and the conditions listed in Exhibit B, subject to demonstration of compliance with all provisions of applicable law and this Agreement.

4. Construction of Improvements.

4.1 Improvements to be Constructed. Developer shall construct improvements associated with the development of the "Project" and any other improvements required by Exhibit "C" the Bonners Ferry City Code.

4.2 Construction Improvement Agreement. Developer shall enter into a Construction Improvement Agreement in the form attached hereto and incorporated as Exhibit "C" and shall comply with the terms of that Agreement.

- 4.3 Public Street Closures. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.
- 4.4 Prior to performing any work in the public right of way the Developer will obtain the required encroachment permit and comply with the insurance and surety requirements associated with this agreement.
- 4.5 Developer shall not proceed with construction of the “Project” except for movement or stripping of top soil, until construction plans have been approved, Construction Improvement Agreement has been executed and a pre-construction conference has been completed between the Developer and the City.
- 4.6 All construction improvements, including those for which warranty has been provided, must be completed and accepted by the City.
- 4.7 Prior to the City accepting the public improvements, Developer shall warranty the improvements for a period of eighteen (18) months and provide to the City surety in the amount described with Exhibit C, §2.02 & §3.08.

5. Notices. Formal written notices or demands by the parties pursuant to this Agreement shall be sufficiently given if dispatched by certified mail, postage prepaid, return receipt requested, to the offices of the City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such other persons and addresses as either party may from time-to-time designate by mail as provided in this section. Notices may also be delivered by personal delivery to an officer of the Developer or the City Administrator of the City.

DEVELOPER

St Ann's Catholic Church  
6712 El Paso Street  
Bonners Ferry, ID 83805

CITY

Mike Klaus  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

6. Default, Remedies, Termination, and Review.

- 6.1 General Provisions. Subject to extensions of time by mutual consent in writing, or as otherwise provided herein, failure by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. In the event of default under this Agreement or any of its terms or conditions, the party alleging such default or breach shall give the alleged breaching party not less than thirty (30) days notice in writing, measured from the date of certified mailing, specifying the nature of the alleged default and, when appropriate, the manner by which said default may be satisfactorily cured. During any such thirty-day period of curing, the party charged shall not be considered in default for purposes of termination or institution of legal proceeding. The parties agree to meet face-to-face in the event of any such notice of default. After proper notice, meeting and expiration of said thirty (30) day cure period without cure, or if such cure cannot be accomplished within such thirty (30) day period, or if the cure has not been commenced within such period and diligent effort has not been made to effect cure thereafter, the party to this Agreement alleging the default, at its option, may institute legal

proceedings to enforce this Agreement by specific performance or give notice of termination of this Agreement. Failure or delay in giving notice of default pursuant to the Notice provision of this Agreement shall not constitute a waiver of any default, nor shall it change the time of default. Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies. City is allowed to withhold approval of subsequent phases of the Project or issuance of building or construction permits when a material condition of default exists.

6.2 Applicable Law/Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Idaho. Should any legal action be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the action shall be brought in Boundary County, Idaho and the prevailing party shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be found by the Court.

6.3 Termination for Unforeseen Circumstances. If City determines that the health, safety and general welfare of the City or its residents requires the modification, suspension or termination of this Agreement as a result of facts either unknown or unforeseeable at the time this Agreement was executed, the City may modify, suspend or terminate this Agreement following compliance with the following procedures.

6.3.1 City shall notify Developer in writing of the City's determination that such circumstances exist, the reasons for the City's determination and all facts upon which such reasons are based.

6.3.2 City shall have the obligation, based upon clear and convincing evidence, of establishing that (1) the circumstances were unknown, unforeseeable and could not have been known; (2) the health, safety and general welfare of the community require the suspension, modification or termination of the Agreement as opposed to any other alternative; and (3) the City, to the extent feasible, has provided Developer with an equitable program to reimburse to Developer unused fees, and provided equitable reimbursement for dedications or improvements not required by the extent of development as of the date of such suspension, modification or termination. Developer shall have the right to offer evidence to the contrary.

6.3.4 In the event the City Council should fail to make such findings, then this Agreement shall not be so terminated, modified or suspended.

6.3.5 If such threat is immediate and substantial, the City may suspend project development immediately in order to protect the public interest.

6.3.6 These procedures shall not apply when the unforeseen circumstances is a change in laws or regulations imposed by any political entity other than the City.

6.4 Governmental Authority. Nothing in this Agreement shall be deemed to compromise the governmental authority of the Mayor and City Council of the City of Bonners Ferry, present or future.

7. Subsequent Laws As Superseding Terms.

7.1 Supersedure by Subsequent Laws. If any agency other than City imposes any law or regulation ("Law") after the date of this Agreement, which prevents or

precludes compliance with one or more provisions of this Agreement, then the provisions of this Agreement shall, to the extent feasible, be modified or suspended as may be necessary to comply with such new Law. Immediately after enactment of any such new Law, the parties shall meet and confer in good faith to determine the feasibility of any such modification or suspension based on the effect such modification or suspension would have on the purposes and intent of this Agreement. In addition, Developer shall have the right to challenge the new Law preventing compliance with the terms of this Agreement, and, in the event such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

8. Mortgagee Protection; Certain Rights of Cure.

Section Removed

9. Transfers and Assignments.

9.1 Right to Assign. Developer shall have the right to sell, assign or transfer, and all of their rights, duties and obligations under this Agreement, to any entity during the Term of this Agreement; provided, however, in no event shall the rights, duties and obligations conferred upon Developer pursuant to this Agreement be at any time so transferred or assigned except through a transfer of that party's interest in the Property, or portion thereof transferred. This right to assign or transfer shall not compromise the rights of the City to require surety to assure completion of Developer's obligations established hereby or by law.

9.2 Release Upon Transfer

Upon the sale, transfer or assignment of Developer's rights and interests under this Agreement under Section 9.1 above, Developer shall be released from its obligations under this Agreement with respect to their interest in the Property, or portion thereof, so transferred arising subsequent to the effective date of such transfer if (1) that party is not then in default under this Agreement; (2) that party has provided to City notice of such transfer, (3) the transferee executes and delivers to City a written

agreement in which (a) the name and address of the transferee is set forth; and (b) the transferee expressly and unconditionally, upon provision of sufficient surety or other assurance of performance, assumes all of the obligations of the transferor under this Agreement with respect to the Property, or portion thereof transferred; and (4) City approves the transferee, which approval City will not unreasonably withhold if such transferee is financially capable of performing the obligations of transferor pursuant to this Agreement or if surety is provided to guarantee performance. Failure to deliver a written assumption agreement hereunder shall not affect the running of any covenants herein with the land, as provided in Section 11 below, nor shall such failure negate, modify or otherwise affect the liability of any transferee pursuant to the provisions of this Agreement.

10. Covenants Run With The Land.

10.1 All of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the parties and their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, devisees, administrators, representatives, lessees and all other persons or entity acquiring the Project real property, or any portion thereof, or any interest therein, whether by operation of law or in any manner whatsoever, and shall inure to the benefit of the parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land pursuant to applicable laws.

11. General Provisions.

11.1 No Joint Venture or Partnership. City and Developer agree that nothing contained in this Agreement or in any document executed in connection with this Agreement shall be construed as making City and Developer a

joint venture or partners. It is specifically understood and agreed by the parties that the Project contemplated by this Agreement is for a private development; that the City has no interest in or responsibility for or duty to third persons concerning any of said improvements; that Developer shall have full power over and exclusive control of the Project herein described subject only to the limitations and obligations of the Developer under this Agreement and applicable provisions of law. The only relationship between City and Developer is that of a governmental entity regulating the development of private property pursuant to the laws of the City and the State of Idaho.

11.2 Severability. City and Developer agree that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected and shall remain in full force and effect unless amended or modified by mutual consent of the parties.

11.3. Entire Agreement. This Agreement may be executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement consists of \_\_\_\_ ( ) pages, including the Recitals and three (3) Exhibits, which constitute the entire understanding and agreement of the parties. A list of exhibits to this Agreement are as follows:

**Exhibit A: VC01-16 Decision Letter**

**Exhibit B: Conditions of Approval**

**Exhibit C: Construction Improvement Agreement**

11.4 Minor Changes to Agreement. Minor changes in the manner of implementation of the approval memorialized hereby can be made by mutual agreement of the Developer and the City's administrative staff.

11.5 Completion of Performance. Upon completion of performance by the parties or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of the City and Developer shall be recorded in the Official Records

of Boundary County, Idaho. Any such release shall not signal completion or release of any provision which confers a public benefit and which is intended to run with the land unless expressly approved by the governing board of the City.

- 11.6 Force Majeure. Neither party shall be deemed to be in default where failure or delay in performance of any of its obligations under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, strikes and other labor difficulties beyond such party's control, government regulations, court actions (such as restraining orders or injunctions) or other causes beyond such party's control. If any such events shall occur, the term of this Agreement and the time for performance by either party of any of its obligations hereunder shall be extended by the period of time that such events prevented such performance, provided that the term of this Agreement shall not be extended under any circumstances for more than three (3) years.
- 11.7 Estoppel Certificate. The Developer may, at any time, and from time to time, deliver written notice to the City requesting such party to certify in writing that, to the knowledge of the certifying party (1) this Agreement is in full force and effect and a binding obligation of the parties; (2) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments; and (3) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of such defaults. A party receiving a request hereunder shall execute and return such certificate or give a written detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. City's Mayor or City Administrator shall have the right to execute any certificate requested by Developer hereunder. City acknowledges that a certificate hereunder may be relied upon by transferees and Mortgagees.

12.8 Duty To Record. This Agreement or a Memorandum referencing the existence of this Agreement shall be recorded by City.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

CITY OF BONNERS FERRY

DEVELOPER

\_\_\_\_\_  
David Sims, Mayor

\_\_\_\_\_  
St. Ann's Catholic Church

ATTEST:

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

STATE OF IDAHO                    )  
  :ss  
County of Bonners Ferry            )

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, personally appeared before me \_\_\_\_\_ (individual name), who, being by me first duly sworn, declared that he/she is the \_\_\_\_\_ (office held) of \_\_\_\_\_ (corporation), that he signed the foregoing document as \_\_\_\_\_, of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at:  
Commission Expires:

**EXHIBIT A**  
Decision Letter  
Dated September 21, 2016

See Attached

**EXHIBIT “B”**  
**CONDITIONS OF APPROVAL**

The following conditions are required to be completed before the vacation can be recorded.

1. The vacation of the above described right-of-way shall be effective upon recording of a resolution by the Council granting the vacation, vesting to reside with St. Ann’s Catholic Church and Sue Larson (8-foot along boundary of ownership).
2. Prior to recording of the vacation, all public improvements shall be constructed and approved by the city engineer and the Idaho Department of Environmental Quality, and accepted by the City Council. All approved record drawings shall be submitted to the city at time of acceptance.
3. Prior to recording the vacation, the applicant shall provide to the City a draft legal description, prepared by an Idaho licensed surveyor, for review and approval prior to recording for a minimum 16-foot wide utility easement that encompasses any remaining public utilities within the boundaries of the subject properties (outside of normal lateral connections). Once approval of the description is completed by the city, the easement shall be recorded and a certified copy provided to the City. Once completed, the City may then record the vacation upon completion of any remaining conditions.
4. As applicable, certification of taxes paid, approved by the County Treasurer, shall be submitted to the City prior to the resolution being recorded, pursuant to I.C. §50-1324.

**EXHIBIT "C"**  
**CONSTRUCTION IMPROVEMENT AGREEMENT**

THE CITY OF BONNERS FERRY (hereinafter the "City"), 7232 Main Street, Bonners Ferry Idaho, and St. Ann's Catholic Church, (hereinafter the "Developer"), enter into this Agreement effective the \_\_\_\_ day of \_\_\_\_\_ 2017, respecting the movement of public utilities affecting the public rights of way or other public systems, equipment or property within the city of Bonners Ferry, including but not limited to water, sewer, electrical, and gas. This Agreement provides for construction of improvements intended for acceptance and maintenance by the city of Bonners Ferry.

I, \_\_\_\_\_, execute this Agreement on the behalf of and with full authority as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of Project review by the city of Bonners Ferry, as applicable. It is understand that the person(s) who executes this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

DEVELOPER

St Ann's Catholic Church  
6712 El Paso Street  
Bonners Ferry, ID 83805

CITY

City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho83805

WHEREAS, the Developer seeks recordation of the vacation (VC01-16) approved by the City Council on September 20, 2016 and as listed on the decision letter dated September 21, 2016; and

WHEREAS, as part of the vacation, the Developer seeks to move certain utilities from the existing public alleyway to the adjacent public streets; and

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the City Council and Idaho Department of Environmental Quality, as appropriate within the attached Development Agreement; and

WHEREAS; until this Construction Improvement Agreement has been approved by City Council or Mayor, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided commencement of construction shall not take place; and

WHEREAS, once the Owner is deemed to have satisfied the requirements for the vacation to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a performance bond furnished

in an amount equaling 125% of the cost of constructing such improvements pursuant to the approved Construction Improvement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and upon representations made in application documents and presentations before the City's deliberative bodies, the parties agree as follows:

The real property which is the subject of this Agreement (hereinafter the "Property") is located in the city of Bonners Ferry and is described as set forth in Attachment A which is incorporated herein by reference: Block 2, Lots 2-10 Nixon Hillcrest Addition to the Village of Bonners Ferry, Book 1B Page 50.

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in Attachment B in accordance with all terms, covenants and conditions of this Agreement and the Developer's approved construction plans and specifications which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the city of Bonners Ferry; utilities to be owned, operated and maintained by a utility other than the city of Bonners Ferry; and other improvements for which warranty is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment C for purposes of calculation of surety requirements which accord with the requirements of ordinances of the city of Bonners Ferry.

## ARTICLE I

### GENERAL PROVISIONS

#### 1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

#### 1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, entitlements and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated.

Applicable fees shall be required by Bonners Ferry Code and resolutions adopted by the City Council implementing Code requirements.

#### 1.03 RELATIONSHIP OF PARTIES

Neither entering into this Agreement, nor doing any act hereunder, may deem the Developer, or any contractor or subcontractor of the Developer, an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

#### 1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

#### 1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof.

#### 1.06 ALLOCATION OF LIABILITY

The Developer shall indemnify, defend and hold the City harmless from any claim, action, or demand arising from any act or omission related to Developer's performance of duties pursuant to this Agreement. The liability assumed by the Developer pursuant to this section includes, but is not limited to, claims for labor and materials furnished for the construction of the improvements. Developer acknowledges that the work on the Project will take place on lands, which may be owned or otherwise subject to control by the City. Developer shall provide insurance in amounts sufficient to satisfy the obligations of the City pursuant to the Idaho Tort Claims Act, but in no case less than one million dollars (\$1,000,000) per occurrence. City shall be named as an additional insured respecting the premises and conduct of the work on the project including coverage for comprehensive general liability, premises liability and automobile liability.

1.07 DISCLAIMER OF WARRANTY

Notwithstanding this Agreement or any action taken by any person hereunder, neither the City nor any City officer, agent or employee warrants or represents the fitness, suitability or merchantability of a property, plan, design, material, workmanship or structure for any purpose.

1.07 NON-DISCRIMINATION

In performing its obligations under this Agreement, the Developer shall not discriminate against any person on the basis of race, creed, color, national origin, sex, marital status, or age.

1.09 COST OF DOCUMENTS

All plans, reports, drawings, or other documents that this Agreement requires to be provided to the City by the Developer shall be furnished at the Developer's expense.

1.10 PUBLIC UTILITIES

- A. Any public utility service contemplated by this Agreement need be provided only to areas where the service is allowed by applicable law. All utility service shall conform to the rules, regulations, and tariffs of the State of Idaho to the extent they may apply.
- B. If the State of Idaho or other agency having authority disallows any utility service to be provided by the City or any utility following execution of this Agreement, requirements of this Agreement relating to the disallowed service shall be deleted from the requirements of the Developer under this Agreement. The disallowance shall not be grounds for any claim, action, or demand against the City.
- C. The developer shall bear all cost associated with the installation of all Public Utilities.

1.11 TIME IS OF THE ESSENCE

Unless otherwise expressly provided herein, time is of the essence of each and every term, covenant, and condition of this Agreement.

## 1.12 ASSIGNMENTS

- A. Except insofar as Subsection B of this section specifically permits assignments, any assignment by the Developer of its interest in any part of this Agreement or any delegation of duties under this Agreement shall be void and any attempt by the Developer to assign any part of its interest or delegate any duty under this Agreement shall constitute a default entitling the City to invoke any remedy available to it under Section 1.13.
- B. The Developer may assign its interest or delegate its duties under this Agreement:
  - 1. To the extent that applicable codes require that assignments of contract rights be allowed;
  - 2. To contractors and subcontractors, or to partnerships, limited liability companies or corporations in which the Developer may have a substantial interest, subject to Section 1.05, provided that performance guaranties can be provided or maintained;
  - 3. As expressly permitted in writing by the City. The City will not unreasonably deny assignment if security of performance is maintained on a comparable basis.

## 1.13 DEFAULT – CITY’S REMEDIES

- A. The City may declare the Developer to be in default:
  - 1. If the Developer is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers a receiver to be appointed on account of insolvency, takes advantage of any law for the benefit of insolvent debtors; or
  - 2. If the Developer has failed in any measurable way to perform its obligations under this Agreement, except if delayed by an act or omission of the City, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, labor disputes, shortage of materials, sabotage or freight embargoes, provided the City gives the Developer notice of the failure to perform and the Developer fails to correct the failure within twenty-eight (28) days of receiving the notice; or if the failure requires more than twenty-eight (28) days to cure, the Developer fails within twenty-eight (28) days of receiving the notice to commence and proceed with diligence to prosecute the cure. All such notices to the Developer shall be in writing by certified mail, return receipt requested.

- B. Upon a declaration of default, and failure to cure under Section 1.13.A.2, the City may do any one or more of the following:
1. Perform any act required of the Developer under this Agreement, including constructing all or any part of the improvements after giving seven (7) days notice in writing to the Developer. The Developer shall be liable to the City for any costs thus incurred. The City may deduct any costs incurred from any payments then or thereafter due the Developer from the City whether under this Agreement or otherwise.
  2. Exercise its rights under any provision of this Agreement, or any performance or warranty guaranty securing the Developer's obligations under this Agreement.
  3. Pursue any appropriate judicial remedy including, but not limited to, an action for specific performance, injunction, and civil penalties. City shall be entitled to its attorney's fees in any enforcement action necessary to enforce the terms of this Agreement.

#### 1.14 NON-WAIVER

The failure of the City at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of the City thereafter to enforce each and every provision hereof.

#### 1.15 INTERPRETATION

- A. Each document incorporated by reference herein is an essential part of this Agreement, and any requirement, duty or obligation stated in one document is as binding as if stated in all. All documents shall be construed to operate in a complementary manner and to provide for a complete project. Unless stated otherwise in express terms, the duties to complete the Project in compliance with the approved plans, such that part or all of it can be accepted for public maintenance, is the sole responsibility of the Developer.
- B. If the terms of any of the documents and amendments thereto comprising this Agreement conflict, the conflict shall be resolved by giving the conflicting documents and amendments thereto the following order of preference:
1. Documents, appendixes, or sections titled "Special Provisions".

2. Article II of this Agreement, titled “IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES” and Article III of this Agreement titled “FINAL ACCEPTANCE OF IMPROVEMENTS”.
3. Article I of this Agreement titled “GENERAL PROVISIONS”.
4. Any other documents incorporated by reference herein.

1.16 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Bonners Ferry, Idaho Standards for Public Works Construction, Boundary County Road Standards Manual and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

1.17 AMENDMENT

The parties may amend this Agreement only by written agreement, which shall be attached as an appendix hereto.

1.18 JURISDICTION – CHOICE OF LAW

Any civil action arising from this Agreement shall be brought in the District Court of the First Judicial District; venue shall be in Boundary County. The law of the State of Idaho shall govern the rights and duties of the parties under this Agreement.

1.19 SEVERABILITY

Any provision of this Agreement that may be declared invalid or otherwise unenforceable by a Court of competent jurisdiction shall not affect the validity or enforceability of any other part of this Agreement, so long as the remainder of the Agreement is reasonably capable of completion.

1.20 INTEGRATION

This instrument, including Appendixes and any writings incorporated by reference herein, embody the entire Agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, whether written or oral, between the parties hereto.

## 1.21 DEFINITIONS

Unless this Agreement expressly provides otherwise, the following definitions shall apply herein:

- A. “Improvements” mean all work, which the Developer is required to perform by this Agreement.
- B. “City Improvements” means improvements which are to be dedicated to the City, or which are to be operated and controlled by a City-owned utility.
- C. “Private Utility Improvement” means improvements owned, maintained, and operated by a private utility or by a private owner or homeowner’s association.
- D. “City”, for the purpose of administering this Agreement, means the city of Bonners Ferry, or its chief executive or his/her administrative designee.
- E. “Acceptance”, by the City means a determination that an improvement meets City construction standards and does not refer to the City accepting a dedication of the improvement by the Developer.
- F. “Final Acceptance” by the City means that the City is satisfied that ALL improvements required by this Agreement of the Bonners Ferry Code, or as a result of the procedures required thereby, have been constructed in a satisfactory manner to comply with the specifications.

## 1.22 APPROVALS AND CONSENTS

Wherever in the Agreement consents or approvals of either party are required, they shall not be unreasonably withheld. Nothing in this provision shall compromise the general police power authority in the City in matters governmental in nature.

## 1.23 ATTORNEY FEES – MEET AND CONFER

Should either party need to resort to Court proceedings to interpret or enforce provisions of this Agreement, the prevailing party in any such action shall be entitled to recovery of its reasonable attorney fees. No legal action shall begin, nor shall any attorney fees be recoverable, unless the parties have first met and conferred regarding the contested issues. Any party, which refuses to meet and confer in good faith, shall not be entitled to recovery of its attorney fees.

## ARTICLE II

### IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

#### 2.01 RECORDING OF VACATION

The City is responsible for the recording of the vacation, upon the terms and conditions of this agreement and the decision letter dated September 21, 2016 being fulfilled.

#### 2.02 PERFORMANCE GUARANTY

- A. The Developer shall guarantee, for the sole benefit of the City that the Developer will perform all of its obligations not yet completed under this Agreement. The guaranty shall be in a form approved in Sections 2.03, 2.04, and 2.05. During the term of this Agreement, the Developer may, with the written consent of the City; substitute for a performance guaranty submitted under this section another guaranty in the required amount and in one of the forms specified herein.
- B. Amount of Guaranty: The guaranty shall be in an amount equal to 125% (one hundred twenty five percent) of the estimated cost of all improvements, not including those to be constructed by private utilities. The estimated cost shall be determined as follows. The Developer shall submit for the City Engineer's approval a cost estimate for each improvement required by this Agreement. Before submitting the cost estimates, the Developer's engineer shall have prepared, documented and certified each cost estimate. The estimated cost of all improvements shall be the sum of the estimated cost as approved by the City Engineer.
- C. If the Developer is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guaranty in increments not less than 25% of the surety amount, or the amount secured and the current estimated cost of the work remaining to be performed under this Agreement; provided, however, that the amount of the performance guaranty, or the amount secured thereby always shall be greater than or equal to the amount of the warranty guaranty required by Section 3.09.
- D. As soon as one of the following occurs, the City shall release any performance guaranty which has not been used or encumbered under Section 1.13 as long as the warranty guaranty provides sufficient coverage as required by this Agreement or by law:
  - 1. The final acceptance of all improvements and the posting of warranty guaranty as provided in Section 3.09.

2. The expiration of the warranty period as provided in Section 3.08.

2.03 PERFORMANCE BOND

The Developer may provide a performance bond from a company qualified by law to act as a surety in the State of Idaho. The bond shall be in a form approved by the City Attorney. The bond shall be written by an insurance company licensed in Idaho having a rating from AM Best & Company of "A" or better. The bond shall name the City as the sole obligee and the Developer as the principal.

2.04 ESCROW

The Developer may deposit funds in an escrow account with a bank or financial institution qualified by law to do business in the State of Idaho. The disbursement of the escrowed funds shall be governed by an escrow agreement in a form approved by the City Attorney.

2.05 LETTER OF CREDIT

The Developer may cause a bank or financial institution qualified by law to do business in the State of Idaho to issue an irrevocable letter of credit in a form approved by the City. A bank or financial institution shall be backed by a federal or state chartered bank.

2.06 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Developer and the City and all applicable fees have been paid to date, as required by City ordinance or resolution.

2.07 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The Engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.

B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section. Developer agrees that notice to the Developer and engineer at the addresses so specified regarding the

performance of such duties shall constitute notice to the Developer. The Developer shall promptly inform the City of any change in the information required under this subsection.

## 2.08 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City may approve the plans and specifications as submitted, or indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.
- D. After recommendation of the construction improvement plans by the City Engineer and prior to approval by City, the Developer shall pay any and all fees expended by the City up to date. Once plans have been approved and fees have been paid in full, commencement of construction can occur.

## 2.09 QUALITY CONTROL PROGRAM

- A. The Developer shall submit to the City for approval by the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include the following:
  - 1. The frequency and type of all tests and inspections to be performed.
  - 2. A list of all persons who will perform tests and inspections.

3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests, which the City shall witness.
4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.
5. A procedure to collect, certify and submit to the City all inspection records, test reports and construction quality control documentation upon completion of the construction prior to final acceptance.

#### 2.10 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, which shall be Appendix II to this Agreement.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

#### 2.11 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the standards adopted by the city of Bonners Ferry.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

#### 2.12 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City Engineer, and with the terms,

covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City Engineer has approved its use. Unless the City Engineer specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.

- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for, approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.
- C. The Developer shall construct all facilities in the development not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.
- D. In all areas within the development where the Developer adds or is required to place fill materials all fill shall be installed and compacted to the Idaho Standards for Public Works Construction requirements of section 300 et al. for utility placement. The Developer shall provide to the City a copy of the compaction tests, and all such fill areas shall be shown on the final record drawings. Fill materials shall be free of cinders, ashes, refuse, organic and frozen materials, asbestos, or other unsuitable materials.

#### 2.13 PLACEMENT OF UTILITIES

The Developer shall place all utilities underground, except where this requirement is specifically waived under this Agreement.

#### 2.14 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way and provide the required surety and insurance associated with such permit. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform. While working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure

shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer.

2.15 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.16 REQUIRED REPORTING

A. Quality Control

The Developer shall submit to the City regularly and promptly written reports certified by the Engineer describing the results of all tests and inspections required by the quality control program and all other test and inspection which the Developer may make.

B. Construction Progress

If actual progress indicates that the Developer will not perform the work as scheduled, the Developer shall prepare and submit a revised schedule for the City's reasonable approval.

C. Surveys

The Developer shall furnish promptly to the City copies of all final surveys required for the completion of the improvements.

D. Test Hole Logs

The Developer shall furnish the City copies of all test hole logs required for any purpose during the Project.

E. Express or implied approval by the City of any report or inspection shall not authorize any deviation from approved plans and specifications or from the terms of this Agreement unless such express approval notes such deviation.

F. At the completion of construction prior to acceptance by the City, the Engineer of Record shall submit to the City a report certifying that the improvements were constructed in accordance with plans and specifications and that they meet standards established by the City. This certification shall include a cover letter with the engineer's professional stamp, followed by copies of all inspection records, test results, and construction quality control data.

2.17 PROGRESS PAYMENTS

The Developer shall hold the City harmless against any claims made by Developer's contractors, subcontractors, material providers or any others making claims against Developer.

## 2.18 SURVEILLANCE

- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from performing tests and inspections required by 2.16A.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required by Section 2.16, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

## 2.19 STOP WORK ORDERS

- A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.
- B. A stop work order shall remain in effect until the City approves:
  - 1. Arrangements made by the Developer to remedy the nonconformity; and
  - 2. Assurances by the Developer that future nonconformity's will not occur.
- C. The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work

under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

- D. The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

The City of Bonners Ferry, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

## 2.20 ACCESS

The City shall have access to all parts of the project necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

## 2.21 MAINTENANCE

- A. The Developer shall repair or pay the cost of repairing damage to any improvement that occurs prior to the City's acceptance of the improvements, except for damage caused solely by the City, its agents, employees, or contractors. The Developer shall give reasonable notice to the City before undertaking the repair of any damaged improvement.

## 2.22 OPERATION OF IMPROVEMENTS PRIOR TO FINAL ACCEPTANCE

- A. Before final acceptance, the City may enter upon, inspect, control, and operate any improvement if the City determines that such action is necessary to protect the public's health, safety, and welfare.
- B. The action described in subsection A of this section shall not constitute the final acceptance of any improvement by the City, nor shall the action affect in any way the Developer's warranty under this Agreement.
- C. The Developer or his agents may not connect to or operate any City utilities without written consent from the City. No structure shall be occupied, nor shall any land use be established which requires a building or construction permit, until the improvements required by this Agreement or by applicable provisions of law have been accepted by the City or other

responsible public agency or have been completed as required by this Agreement.

## 2.23 TIME

The Developer shall start work and complete construction of improvements required under this Agreement in accordance with the Developer's work schedule as approved by the City and attached as an Appendix to this Agreement.

## ARTICLE III

### FINAL ACCEPTANCE OF IMPROVEMENTS

#### 3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of Section 3.02 through 3.05 have been met.

#### 3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (30) days after the final inspection and prior to final acceptance and certification under Section 3.06F, the Developer shall provide the City with one (1) acceptable set of reproducible "as-built" drawings for each improvement, three (3) paper copies of as-built drawings for each improvement and one (1) electronic CAD copy of the aforementioned as-built drawings. The electronic CAD copy will be accepted on a on a CD, DVD, or electronic submittal in compliance with City Standards. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

#### 3.03 CERTIFICATE OF COMPLIANCE

The Developer shall furnish the City with a certificate of compliance for the work performed under this Agreement, in the form prescribed in Paragraph 2.16F. Developer shall also certify that all private utility installation has been completed according to plan.

#### 3.04 CERTIFICATE OF PAYMENT OF CONTRACTORS AND VENDORS

Prior to final acceptance, the Developer shall certify that all contractors and vendors have been paid and no liens or other claims have been recorded, and that

he knows of no intent to file a claim or lien against the City or private utility improvements.

### 3.05 CONVEYANCE OF EASEMENTS AND RIGHTS-OF-WAY TO CITY

The Developer shall convey to the City any easement, rights-of-way, or other property interest necessary to allow access to the City improvements to operate, maintain, or repair the City improvements. The Developer may condition the conveyance upon the City's acceptance of the improvements.

### 3.06 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Bonners Ferry City Council a recommendation for final acceptance of the improvements.

### 3.07 CONSEQUENCES OF ACCEPTANCE OF IMPROVEMENTS

- A. The City's final acceptance of the City improvements constitutes a grant to the City of all the Developer's right, title, and interest in and to the City improvements.
- B. Upon final acceptance of the improvements, the City will maintain said improvements, except regarding the Developer's obligations covered by warranty in Section 3.08.

### 3.08 DEVELOPER'S WARRANTY

- A. The Developer shall warrant the design, construction materials and workmanship of the improvements against any failure or defect in design, construction, material or workmanship which is discovered for eighteen (18) months after acceptance by the City. This warranty shall cover all direct or indirect costs of repair or replacement, and damage to the property, improvements or facilities of the City or any other person, caused by such failure or defect or in the course of repairs thereof, and any increase in cost to the City of operating and maintaining a City improvement resulting from such failures, defects or damages.
- B. The Developer's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- C. Except as provided in Subsection B of this section, the fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Developer's warranty.

### 3.09 WARRANTY GUARANTY

To secure the Developer's performance of the warranty under Section 3.08, the performance guaranty provided by the Developer under Section 2.02 shall remain in effect until the end of the warranty period, or the Developer shall provide a warranty guaranty by one or more of the methods described in Sections 2.03 through 2.05. The warrant guaranty amount shall not differ from the performance guaranty amount.

### 3.10 CITY'S REMEDIES UNDER WARRANTY

- A. The City shall notify the Developer in writing upon its discovery of any failure or defect covered by the warranty in Section 3.08. The City shall notify the Developer before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Developer of the results of all such tests and inspection.

- B. The Developer shall correct or make a diligent effort to correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Developer shall correct the failure or defect at its own expense and to the satisfaction of the City.
  
- C. If the Developer fails to correct the failure or defects within the time allowed by Subsection B of this section, the City may correct the failure or defect at the Developer's expense. If the Developer fails to pay the City for the corrective work within thirty (30) days of receiving the City's bill, the City may pursue any remedy provided by law or this Agreement to recover the cost of the corrective work, including calling upon the Developer's security. The City's attorney's fees in pursuit of such remedy shall be an allowed cost in case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Developer and contractor as quickly as possible.

IN WITNESS WHEREOF, the parties hereto have set their hands on the date first set forth above.

CITY OF BONNERS FERRY

DEVELOPER

\_\_\_\_\_  
David Sims, Mayor

\_\_\_\_\_  
St Ann's Catholic Church

ATTEST:

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

STATE OF IDAHO                    )  
  :SS  
County of \_\_\_\_\_ )

I, \_\_\_\_\_, a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, personally appeared before me \_\_\_\_\_ (individual name), who, being by me first duly sworn, declared that he/she is the \_\_\_\_\_ (office held) of \_\_\_\_\_ (corporation), that he signed the foregoing document as \_\_\_\_\_, of the corporation, and that the statements therein contained are true.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the date and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for the state of Idaho  
Residing at:  
Commission Expires:

ATTACHMENT "A"  
PROPERTY DESCRIPTION  
FOR  
PUBLIC UTILITY MOVEMENT AND REPLACEMENT  
CATHOLIC CHURCH (VC01-16)

A parcel of land as described in instrument #89482, or more precisely described as:

The real property which is located in the city of Bonners Ferry and is described as  
Block 2, Lots 2-10 Nixon Hillcrest Addition to the Village of Bonners Ferry, Book 1B  
Page 50.

ATTACHMENT "B"  
DESCRIPTION OF IMPROVEMENTS  
TO BE CONSTRUCTED AND INSTALLED BY

---

KG&T Septic, INC.

- Street resurfacing or infill paving
- Monumentation
- Electric
- Curbs and gutters
- Street lighting
- Gas
- Bike and Pedestrian Facilities
- Telephone
- Drainage
- Street signs
- Cable TV
- Water
- Landscaping (Swales/Trees etc.)
- Sanitary Sewer
- Temporary Sewer Infrastructure
- Sewer Stub to all properties within block
- Mail Receptacle Installation
- Improvements to be shown on construction plans attached as Appendix I to this Agreement
- Other: \_\_\_\_\_

ATTACHMENT "C"  
COST & DETAILED ESTIMATES  
FOR  
PUBLIC UTILITY MOVEMENT AND REPLACEMENT  
CATHOLIC CHURCH (VC01-16)

The estimated total cost of the improvements submitted by the Developer and approved by the City Engineer are as follows:

1. Public improvements to be owned operated and maintained by the City of Bonners Ferry: \$111,082.00

SEE ATTACHED ENGINEER OPINION OF PROBABLE COST.

Total Cost of Public Improvements: \$111,082.00

ATTACHMENT "D"

APPENDIX I  
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT  
BETWEEN THE CITY OF BONNERS FERRY AND  
CATHOLIC CHURCH  
FOR  
PUBLIC UTILITY MOVEMENT AND REPLACEMENT  
CATHOLIC CHURCH (VC01-16)

APPROVED CONSTRUCTION DRAWINGS

Plans Titled: ST. ANN'S CHURCH RELOCATE

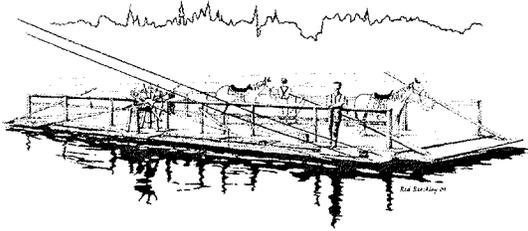
Dated: JUNE 9, 2017

By: BRETT CONVERSE, PE

Sheets 1 through 4

ATTACHMENT "E"

CONSTRUCTION SCHEDULE- SEE ATTACHED CONSTRUCTION SCHEDULE.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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Date: June 15, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Moyie Hydro - FERC Part 12 Inspection Consultant**

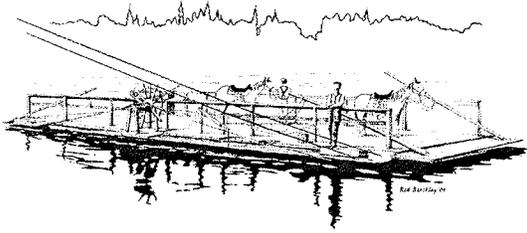
This year the City is required to complete a Part 12 inspection of the Moyie hydro facility by an approved consultant. We recently solicited for Statements of Qualifications (SOQ's) for a Part 12 inspector, and received only 2 SOQ's for this work. After reviewing the SOQ's, the Mayor and I both selected HDR Engineering as the preferred consultant for this work.

I am recommending that the City Council approve HDR as the firm to use for the Part 12 inspection this year. If approved, the City will negotiate a scope of work and a contract with HDR that will also require Council <sup>approval</sup> in the near future.

Please call me with any questions about work.

Thank you,

Mike



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

---

Date: June 15, 2017  
To: City Council  
From: Mike Klaus, City Engineer/Admin  
Subject: **Moyie Hydro - Inundation Study**

In conjunction with the City's Part 12 inspection, we are also required by the Federal Energy Regulatory Commission (FERC) to complete an updated inundation study. An inundation study is used to analyze the effects of a dam failure. This year FERC has asked for some specific additions to that study.

I am recommending that the City Council approve TetraTech as the firm to use for the inundation study this year. If approved, the City will negotiate a scope of work and a contract with TetraTech, that will also require Council approval in the near future.

Please call me with any questions about the proposed work.

Thank you,

Mike

## TITLE 4, CHAPTER 5

### RECREATIONAL VEHICLE PARKING, STORAGE, AND OCCUPANCY

#### (Within Public Health and Safety)

##### 4-5-1: Definitions.

“Alley” shall mean a public highway not designed for general travel and used primarily as a means of access to the rear of residences and business establishments.

“Boat” shall mean any type of watercraft or vessel used primarily for transportation on the water. The term “boat” shall include personal watercraft that uses a motor-powered jet pump as its primary source of motor power designed to be operated by a person sitting, standing or kneeling on the watercraft.

“Camper (pickup)” shall mean a structure designed to be mounted on a pickup or truck chassis and with sufficient equipment to render it suitable for use as a temporary dwelling for recreational use, camping or vacation use.

“Large vehicle” shall mean any vehicle that exceeds 12,000 pounds gross weight.

“Motor home” shall mean a motor vehicle or device primarily designed as a temporary living quarters for recreation, camping or travel use.

“Municipal parking lot” shall mean a parking lot owned by the city and posted with signage designating the lot as a city-owned parking lot.

“Recreational vehicle” shall mean any camp trailer, travel trailer or fifth wheel designed to provide temporary living quarters for recreational camping or travel use, constructed with integral wheels to make it mobile and/or towable by motor vehicle.

“Roadway” shall mean the portion of a highway improved, designed or ordinarily used for vehicular travel, exclusive of the sidewalk or shoulder even though such sidewalk or shoulder is used by persons riding bicycles.

“Snowmobile” shall mean a vehicle with a continuous tread and runner type steering device used primarily for transportation on the snow.

“Storage container” shall mean any large metal portable cargo container, such as a conex box, used to ship, store, or dispose of items of personal property.

“Stored” or “storage” shall mean parking or placing of boats, campers (pickup), large vehicles, motor homes, recreational vehicles, snowmobiles or utility trailers for more than five consecutive days.

“Utility trailer” shall mean a structure or device with or without its own mode of power, designed and/or used to transport goods, equipment, boats, snowmobiles, vehicles or other devices and materials.

#### **4-5-2: Storage.**

No boats, campers (pickup), large vehicles, motor homes, recreational vehicles, snowmobiles or utility trailers (hereafter referred to as “vehicle or personal property”) may be stored on public streets, roads, highways or sidewalks. Storage of any vehicle or personal property is permitted on private property under the condition that such vehicles or personal property are set back 10 feet from any alley or roadway and meet the requirements of Bonners Ferry City Code Chapter 6, Title 3 regarding inoperable and junk vehicles.

#### **4-5-3: Storage containers.**

Storage containers shall not be placed on city right-of-way. Any storage container so located shall be promptly removed. Any storage container not promptly removed in compliance with this section may be removed by the city at the owner/renter’s expense.

#### **4-5-4: Parking.**

No boats, campers (pickup), large vehicles, motor homes, recreational vehicles, snowmobiles or utility trailers may be parked on a roadway or alley within 10 feet of any driveway or within 15 feet of an intersection.

#### **4-5-5: Permit required.**

The registered owner of a camper, motor home, or recreational vehicle may obtain a permit from the City Clerk’s Office at no cost which grants permission to park on the public roadway or alley for 14 days. The registered owner shall be limited to two permits within a 12-month period. Each permit shall identify the vehicle for which it is issued and the time when the permit is valid. Such permit shall be conspicuously displayed in the lower right-hand corner of the windshield or in a window that is easily visible from outside the camper, motor home or recreational vehicle.

#### **4-5-6: Use of recreational vehicles.**

No person shall live in or continuously occupy a recreational vehicle, as defined in this Chapter whether or not self-contained, within the city, unless said recreational vehicle is located within a legally established recreational vehicle park or recreational vehicle campground; except that the temporary occupancy of a recreational vehicle parked on a residentially zoned property for a period of up to 14 days is permitted. No residential property shall be permitted more than a total of 28 days of temporary occupancy during any calendar year.

On properties zoned for commercial uses, including recreational vehicles may be temporarily occupied for a period of up to 14 days; provided, that the occupancy of the recreational vehicle is

used to support a legally established sale of merchandise, such as fireworks, Christmas trees or similar type of temporary or seasonal sale items.

Commercial property owners may permit the occupancy of recreational vehicles on their properties that are developed with retail uses for a period of up to 14 days.

Recreational vehicles may be stored on residential properties in compliance with the provisions of this chapter or within commercial storage facilities.

#### **4-5-7: Violations – Penalties.**

Any person violating any provision of this chapter for the first time shall be subject to an infraction.

Provided, if the same violator has been found to have committed an infraction and/or violation for the same or similar conduct two separate times, with the violations occurring at the same location and involving the same or similar sections of the Bonners Ferry City Code, the third or subsequent violation shall constitute a misdemeanor, punishable as provided in Idaho State Code for misdemeanor criminal offenses.

Each day that the violation continues shall constitute a separate offense.

#### **4-5-8: Severability.**

If any provision of this chapter or its application to any person or circumstance is held invalid, the remainder of this chapter or the application of the provisions to other persons or circumstances is not affected.

## Kris Larson

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**From:** Local Highway Technical Assistance Council <lhtac=lhtac.org@mail151.atl221.rsgsv.net>  
on behalf of Local Highway Technical Assistance Council <lhtac@lhtac.org>  
**Sent:** Friday, June 09, 2017 12:53 PM  
**To:** Kris Larson  
**Subject:** Senate Bill 1074 – NEW Procurement Bill



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### Senate Bill 1074 – NEW Procurement Bill

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#### **Bidding thresholds for PUBLIC WORKS CONSTRUCTION projects now begin at \$50,000.**

**Below \$50,000** there is **no requirement** for competitive bidding.

**\$50,000 to \$200,000** is the **informal bidding method**, where a jurisdiction must solicit at least three bids from licensed public works contractors selected by the jurisdiction.

**Over \$200,000** is the threshold for **full competitive bidding** under Category A or B.

#### **Bidding thresholds for SERVICES AND EQUIPMENT also now begin at \$50,000.**

**Below \$50,000** there is **no requirement** for competitive bidding.

**\$50,000 to \$100,000** is the **informal bidding method** where the jurisdiction must solicit at least three bids from vendors selected by the jurisdiction.

**Over \$100,000** is the threshold for **full competitive bidding**.

**Increases the project cost threshold for use of a licensed public works contractor from \$10,000 to \$50,000.**

**Clarifies that payment and performance bonds are required for public works construction contracts equal to or greater than \$50,000 and that the bonds must be presented to the local government before the contract is executed.**

**Clarifies that the following purchases are EXEMPT from competitive purchasing requirements, including procurement of: used equipment; goods for direct resale; travel and training; goods and services from Idaho Correctional Industries; repair of heavy equipment; software maintenance, support and licenses for existing systems or platforms that were bid in compliance with state law; utility services; and used equipment purchased at an auction if authorized by the governing board.**

**The bill provides a process for procurement through a Request for Proposals.**

**The bill will take effect July 1, 2017.**

**If you have any questions please contact LHTAC.**

*We extend our appreciation to Meridian Purchasing Manager Keith Watts and Ada County Procurement Manager Bob Perkins who worked closely with all local stakeholders on this important legislation.*

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