

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
November 7, 2017
7:00 p.m.**

PLEDGE OF ALLEGIANCE

GUESTS

Mary Lockwood – Billing Complaint

PUBLIC HEARING

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 October 17, 2017 Council Meeting Minutes

OLD BUSINESS

5. City - Third Reading of Ordinance Repealing and Replacing City Code Title 3, Chapter 4, Pertaining to Door to Door Solicitation and Sales in City of Bonners Ferry (attachment)
6. City – Adopt Ordinance #571 Repealing and Replacing City Code Title 3, Chapter 4, Pertaining to Door to Door Solicitation and Sales in City of Bonners Ferry

NEW BUSINESS

7. P&Z – Approve Amendment to City Code Title 11, Chapter 2, Dimensional Standards (attachment)
8. P&Z – Approve Variance for Mike Youngwirth (attachment)
9. City – Consider Additional Days Off for Thanksgiving and Christmas (attachment)

10. Sewer – Authorize Mayor to Sign Task Order #1 with Panhandle Area Council for Sewer Bridge Upgrades Project (attachment)
11. Pool – Authorize Mayor to Sign Task Order #2 with Panhandle Area Council for Swimming Pool Repairs (attachment)
12. City – Authorize Mayor to Sign Agreement for Shelter Services with Second Chance Animal Adoption Agency (attachment)
13. Street – Authorize Mayor to Sign Maintenance Agreement with Idaho Transportation Department for Highway US-95 (attachment)
14. Street – Authorize Mayor to Sign Contract with JUB Engineers for the Transportation Plan and Approve the Scope of Work (attachment)
15. Electric – Authorize Mayor to Sign Contract with Kendall Deaton for Tree Trimming (attachment)
16. Street/Sewer – Authorize Mayor to Sign Contract with Wink, Inc. for Golden Street Repair (attachment)
17. Electric – Discuss Unit 4 Repairs (attachment)
18. Police – Review and Approve Contracting with Northern States Security and Investigations, Inc. (attachment)
19. Street – Hire Allen Jeppesen for Part-time Seasonal Work
20. City – Discuss Employee of the Year (attachment)
21. City – Accept Resignation Letter from Kris Larson (attachment)
22. City – Discuss Establishing Application Fees

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

23. Street – Cleanup Week November 6, 2017 through November 13, 2017 (attachment)
24. City – Proclamation for Pancreatic Cancer Day on November 16, 2017 (attachment)
25. City – Christmas Party on December 15, 2017 at Fairgrounds

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING AND REPLACING BONNERS FERRY CITY CODE TITLE THREE, CHAPTER FOUR PERTAINING TO PERMITTING FOR DOOR TO DOOR SOLICITATION AND SALES WITHIN THE CITY OF BONNERS FERRY; PROVIDING FOR PENALTIES; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, The Council has determined it in the interest of the citizens of Bonners Ferry to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the city

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

Section 1: That Bonners Ferry City Code Title Three, Chapter 4 is hereby repealed.

Section 2: That Bonners Ferry City Code Title Three, Chapter 4 is hereby replaced to read as follows:

DOOR TO DOOR SOLICITATION

3-4-1: AUTHORIZATION:

This chapter is enacted pursuant to the city's general police power and the authority granted to cities by Article 12, Section 2 of the Idaho Constitution and Idaho Code Section 50-302.

3-4-2: PURPOSE:

The purpose of this chapter is to regulate the activities of door to door solicitors in order to protect against criminal activity, including fraud and burglary, to minimize the unwelcome disturbance of citizens and the disruption of privacy, and to otherwise preserve the public health, safety and welfare of citizens of the City.

This chapter is not intended to prohibit or hamper speech which is protected by the first amendment but merely to regulate specific activities which are commercial in nature. As such, the registration and background check provisions of this chapter do not apply to political or religious activities.

3-4-3: REGISTRATION REQUIRED:

It is unlawful for any person to solicit door to door without first registering with the City of Bonners Ferry and passing a background check, unless exempt by state or federal law.

For the purposes of this chapter, "door to door solicitation" means any unsolicited contact by a person with any person at a residence or dwelling in the City of Bonners Ferry for the purpose of selling any product or service, or soliciting orders for any product or service.

3-4-4: REGISTRATION FEE:

A registration fee and background check fee in the amounts set by resolution of the city council must be paid at the time the registration application is submitted.

3-4-5: REQUIRED INFORMATION:

Applicants for registration must present a current government issued photo identification to the City Clerk, allow the clerk to take a photograph of the applicant, and fill out a registration application to be provided by the city clerk, including the following information:

- A. Name and permanent home address of the applicant;
- B. A brief description of the nature of the business and the goods or services to be sold or provided;
- C. Name and address of the person's employer, together with an explanation of the exact relationship between the person and the employer;
- D. Length of time for which the door to door solicitation will occur;
- E. A statement as to whether or not the person has been convicted of any crime or violation of any municipal ordinance, the nature of the offense and where the offense was committed.

3-4-6: REQUIRED BACKGROUND CHECK:

Persons convicted of a felony within five (5) years prior to the date of application are prohibited from door to door soliciting within the city limits of Bonners Ferry.

To determine eligibility, each applicant for registration must provide information and fingerprints necessary to obtain criminal history information from the Idaho State Police and the Federal Bureau of Investigation. Pursuant to Idaho Code section 67-3008, the City of Bonners Ferry will submit a set of fingerprints obtained from the applicant and the required fees to the Idaho State Police, Bureau of Criminal Identification, for a criminal records check of state and national databases. The submission of fingerprints and information required by this section will be on forms prescribed by the Idaho State Police. The City of Bonners Ferry is authorized to receive criminal history information from the Idaho State Police and from the Federal Bureau of Investigation for the purpose of evaluating the fitness of applicants for licensing. As

required by state and federal law, further dissemination or other use of the criminal history information is prohibited. Fees required for the criminal history check must be tendered at such time as the application is made.

3-4-7: TERM AND UPDATING PRODUCT INFORMATION:

- A. A new registration must be filed with the city clerk annually.
- B. Each registrant must submit a revised product and/or services description, on a form provided by the city clerk, before selling door to door any products or services not listed on the original registration application.

3-4-8: IDENTIFICATION AND DISPLAY OF REGISTRATION:

All registrants must visibly display the city issued proof of registration on the outside of their clothing any time they are soliciting within the city limits of Bonners Ferry.

3-4-9: PROHIBITED CONDUCT:

- A. No person, registered or not, shall solicit business at any home or business when such location has clearly posted any sign indicating that solicitation or peddling is prohibited.
- B. No person, registered or not, shall continue with door to door solicitation at any home or business when requested to leave by the owner, authorized agent of the owner, or any other person that resides or works on the premises.
- C. No person may provide false information on a registration or background check application.
- D. No person, registered or not, may conduct door to door solicitations before nine o'clock (9:00) A.M. or after eight o'clock (8:00) P.M.
- E. No person, registered or not, may misrepresent the purpose of or affiliation of those engaged in the solicitation, or make misrepresentations or false statements when conducting the solicitation.
- F. No person, registered or not, may represent that the City of Bonners Ferry endorses the solicitation.

3-4-10: EXEMPTIONS:

- A. The fee and background check provisions of this chapter do not apply to persons qualifying as a nonprofit business, including charitable activities, within the meaning of United States Internal Revenue Code. Possession of a certificate of such status from the Internal Revenue Service is required to qualify for this exemption.
- B. Further, this chapter shall not apply to occasional sales or fundraisers conducted by local schools, local youth groups, and local service organizations.

3-4-11: VIOLATIONS AND PENALTIES:

Any person violating any of the mandatory provisions or requirements of this chapter is guilty of an infraction or misdemeanor as follows:

- A. Initial violations of any provision are an infraction subject to a fine of one hundred dollars (\$100.00).
- B. Second and third violations of the same section are an infraction subject to a fine of three hundred dollars (\$300.00).
- C. Any additional violations of the same section are a misdemeanor punishable as provided in section 1-4-1 of this code.

Section 3: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 4: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

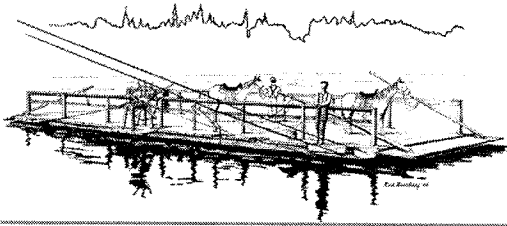
APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2017.

CITY OF BONNERS FERRY, IDAHO

BY: _____
David Sims, Mayor

Attest:

Kris Larson, Clerk



CITY OF BONNERS FERRY

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

STAFF REPORT FOR TITLE 11, CHAPTER 2 DIMENSIONAL STANDARDS AMENDMENT FILE- P/Z COMMISSION #AM09-17

Prepared by: Lisa M. Ailport, AICP
City Planner

Project Description: The Planning and Zoning Commission will hold a public hearing to consider an amendment to amend sub note “a” from the Residential and Medical District’s front and corner lot setback requirements. The current sub note requires, in addition to the 20-foot front and corner yard setback requirement, an additional 50-foot setback requirement from centerline of the adjacent street. The combined setback requirement imposes a severe restriction that, in some cases, eliminates a reasonable building envelope to occur in these districts.

Publication: September 28, 2017

Political Subdivisions: September 28, 2017

Hearing Dates: Planning and Zoning: October 19, 2017
City Council: November 7, 2017 (Deliberations only)

Hearing Packet: Staff Report
Notice
Draft ordinance language (September 21, 2017)

PROJECT BACKGROUND/SUMMARY

Under Title 11, Chapter 2 Table of Dimensional Standards lists several setback requirements for structures as they relate to the property lines. In particular, under the front and corner lot setback standards there is a sub-note that is also applicable.

Currently, the setbacks from front and corner lot property lines, for both the Medical and

Residential district, are 20-feet. In addition sub-note "A" requires that the setback also include a 50-foot from centerline of the adjacent road.

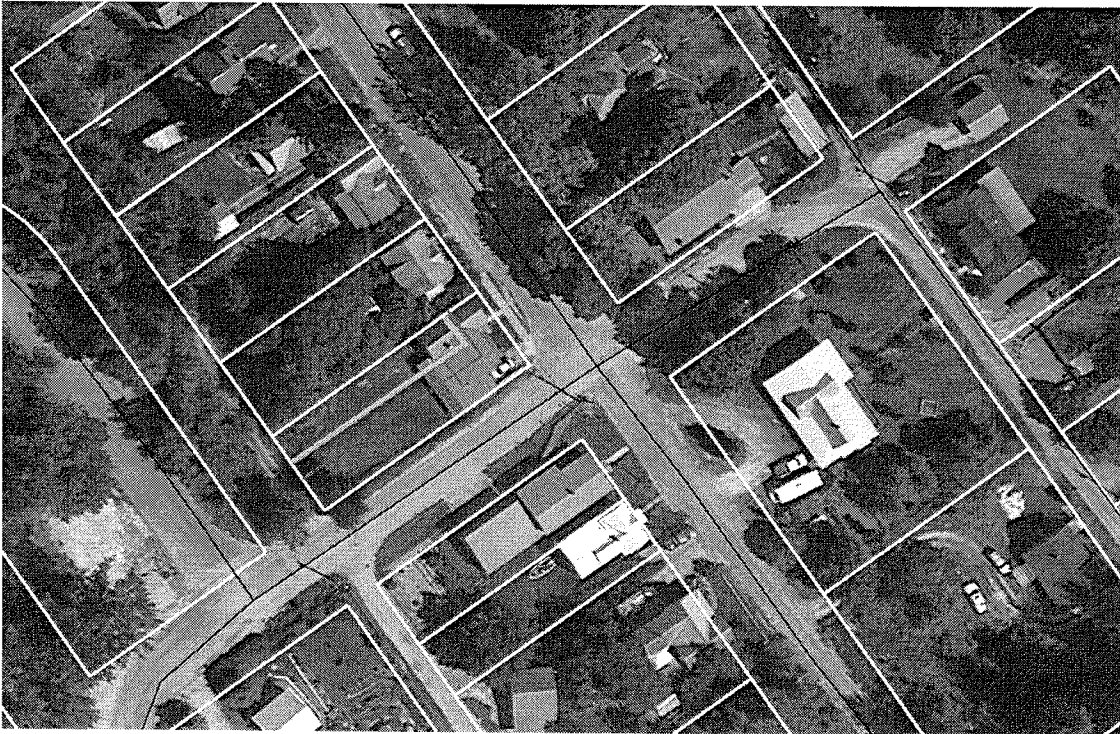
- a. *In addition to the setbacks listed in the official heights and area regulations table, the front and corner lot setbacks must also be a minimum of 50 feet from the street centerline.*

The majority of the City hales from past development patterns which include grid like development of rights of way and small lot sizes. Couple this with setback requirements that consider the street and property line subject to setback and you are ripe for a number of lots being unable to construct on.

Moreover, the implication of this is that few lots are actually subjected to the 20-foot requirement. In much of the circumstance, the sub-note setback is greater than the intended 20-foot because rarely are the road rights-of-way (ROW) wider than a typical 50-foot ROW and even more rare are the roads centered in the right of way.

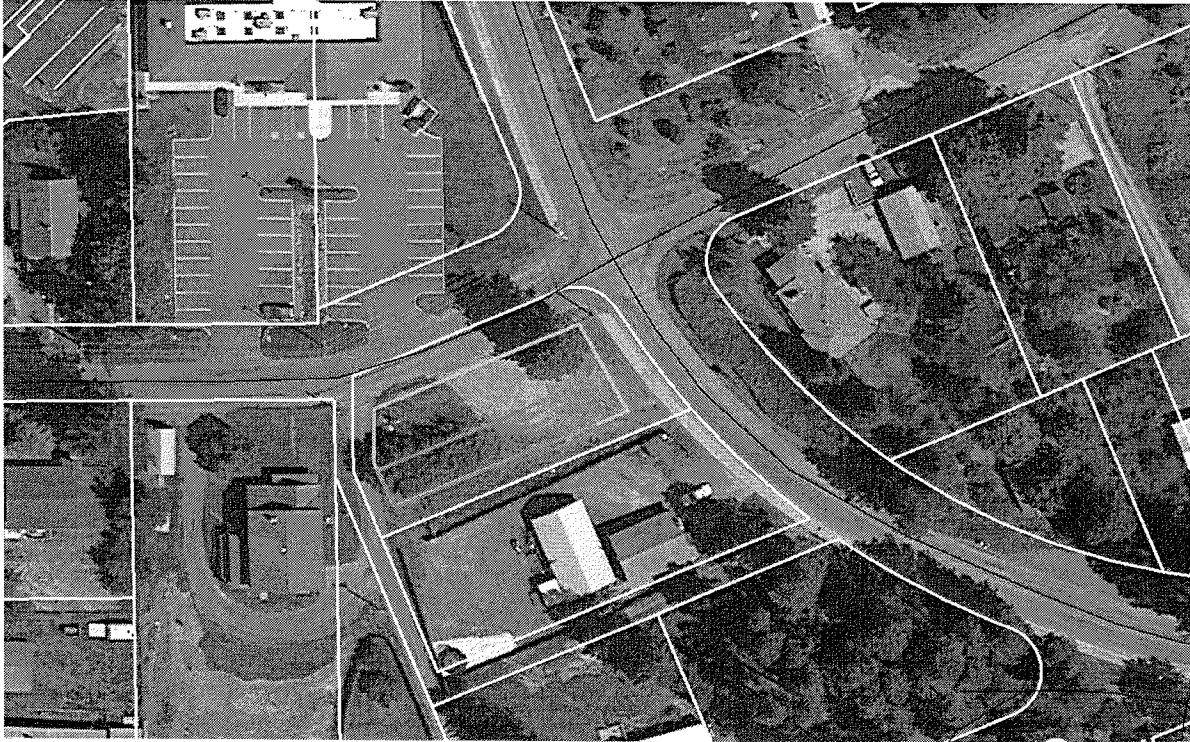
Let's use an example for comparison to fully understand how this standard plays out for property owners in these districts.

Scenario 1: The lot is a typical corner lot within city limits. The lot represents a typical lot size from an older platted subdivision. The road is mostly centered in the right of ways.



The orange line represents a 50-foot setback from an average centerline of the adjacent roads; the red is the 20-foot setback from the property line. When fully applied the remaining lot area is substantially reduced in area from red to orange. If you look at the surrounding lots, you can see scenario plays out on all of them, except the one right of the subject lot.

Scenario 2: Lot is larger in area than scenario 1 lot ($\pm 14,000$ sq feet vs. 7,000 sq. feet). The property line extends into the platted right of way, but after the setbacks are imposed, the 50-foot rule removes a tremendous amount of building space compared to the 20-foot rule.



After reviewing the implication of the 50-foot rule, initial discussions by the staff and the P/Z Commission was to simply remove sub-note "A" from the table. However, after staff studied how the language, once removed, would alter the building footprint it was discovered that the language did provide some protection from conflicts between private or public roads and property lines.

As is shown in scenario 2's example, if the ordinance removed sub-note "A", the property owner could build up to or possibly into the travelway of the adjacent roadway. While many of the City streets are within public rights of way, there many accesses to properties are located within private easements. Typically, properties which access from a private easement have property lines that either extends into the private easement or in some cases the easement bisects the property.

Without a setback from the physical road, it's inevitable that there would be future conflicts with the road and the property lines. The following example can be used to show this.



With the above example, the purple area shows the approximate location of the physical easement road. The width of the travelway varies, but at its widest is approximately 18-20 feet. The setbacks from the building to the physical road edge range from 12-20 feet. If at some point in the future the City wished to connect Blaine Street with Cassia Street, requiring adequate setbacks from the physical road would allow for future acquisition of road right of way that have less of an impact on the buildings which would exist at the time.

Draft Language:

The proposed amendment seeks to modify the language of sub note A from:

- a. *In addition to the setbacks listed in the official heights and area regulations table, the front and corner lot setbacks must also be a minimum of 50 feet from the street centerline.*

To,

- A. In addition to the setbacks listed in the official heights and area regulations table, the front and corner lot setbacks must also be a minimum of 20 feet from edge of street and ingress/egress easements.

The revised language removes the centerline language and requires the setback from the street edge and ingress/egress easements (also known as driveways). These setbacks are in addition to the 20-foot rule that is already in place and won't be modified as part of this update. This would leave no one structure on the front or side closer than 20-feet from a property line, street or ingress/egress easement.

COMPREHENSIVE PLAN ANALYSIS / STAFF ANALYSIS

Idaho Code 67-6511, authorizes cities to make changes to zoning ordinances after considering the comprehensive plan. A review of the comprehensive plan provides for the following sections of compatibility:

6.0 Land Use, 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.

Staff Analysis: New development, including new residential buildings should consider the effects of setbacks on the existing streets. The modification both considers this and provides for opportunities to allow reduced setbacks where currently they are more aggressive, in favor of a modification that considers setbacks from the travel way edge or easement.

10.0 Transportation:

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

Staff Analysis: Future alternative routes could not be achieved if setbacks are not considered from travel ways and property lines.

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.

Staff Analysis: The City, working with its professionals on staff, are currently identifying weaknesses within the codes to effectively solve problems related to both setbacks and transportation systems.

AUTHORITY

This ordinance amendment is proposed under the authority granted at Section 50-903, 50-903 and 67-6509, 67-6511 and is subject to procedural requirements contained at section 67-6509 section 1-1-3, 2-1-5B and 11-6 et all of the Bonners Ferry City Code.

PUBLIC NOTICE/ PUBLIC COMMENTS

Staff sent notice of the proposed ordinance amendments to all taxing districts in the City and County Airport facility, pursuant to I.C. 67-6509 (see official notice list for taxing districts). Notice has also been provided to media outlets in the area and region.

To date, no comments have been received from either public agencies or the public.

PZ Recommendation: The Planning and Zoning commission met on October 19, 2017 and held a public hearing, wherein it was unanimously recommended for approval to the City Council with the finding that the proposed amendment did meet the goals and objectives of the comprehensive plan.

MOTIONS BY THE GOVERNING BODY:

Motion to Approve: I move to approve this file AM09-17, to enact changes to Title 11, Chapter 2 City of Bonners Ferry Code, to amend sub note "a" from the Residential and Medical District's front and corner lot setback requirements. I further move to adopt the following reasoned statement and conditions of approval as written (or as amended).

~~~~~

**Motion to Deny:** I move to deny this file AM09-17, to enact changes to Title 11, Chapter 2 City of Bonners Ferry Code, to amend sub note "a" from the Residential and Medical District's front and corner lot setback requirements, finding that it is not in accordance with the general and specific goals and standards of the City of Bonners Ferry's comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing.

I further move to adopt the following findings and reasoned statement as written (or as amended), because [SPECIFY WHAT OR WHY THE STANDARDS DON'T MEET THE NEEDS OF THE CITY]. Furthermore, I move to adopt the following reasoned statements: (READ STATEMENTS, SPECIFYING WHETHER THE PROJECT MEETS OR FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

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REASONED STATEMENTS

Reasoned Statements: *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 reasoned decisions are adopted by the Bonners Ferry Planning & Zoning Commission/City Council:

1. The amendment **IS/IS NOT** supported by the City of Bonners Ferry Comprehensive Plan.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO AMENDING BONNERS FERRY CITY CODE TITLE ELEVEN, CHAPTER TWO SECTION FOUR SCHEDULE OF BUILDING HEIGHT AND LOT AREA REGULATIONS BY REMOVING SUBNOTE “A” WITHIN THE RESIDENTIAL AND MEDICAL DISTRICTS OF “AA, A, B & M,” THEREBY REMOVING THE FIFTY FOOT FROM CENTERLINE REQUIREMENTS FOR BOTH FRONT AND CORNER LOTS. PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Planning and Zoning Commission held a public hearing on _____, 2017 pursuant to the laws of Idaho; and,

WHEREAS, the Planning and Zoning Commission have recommended approval of the amendment to the City Council; and,

WHEREAS, Mayor and City Council have determined that Title Eleven, Chapter two of Bonners Ferry City Code is appropriate for including the a new zoning district;

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

Section 1: That Bonners Ferry City Code Title Eleven, Chapter 2 is hereby amended to read as follows:

Existing Chapter 2 text has been provided.

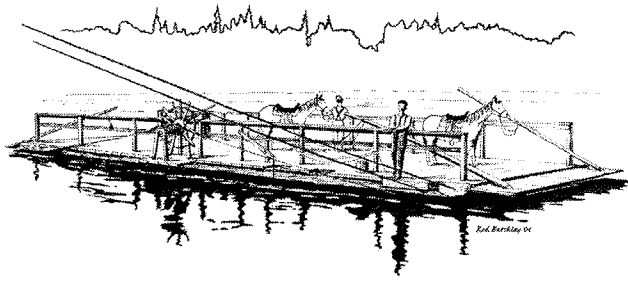
Text that is removed is shown with a ~~strikethrough~~.

Section 11-2-4 SCHEDULE OF BUILDING HEIGHT AND LOT AREA REGULATIONS
Table

Table 1

Zoning District	Maximum Height	Front Yard setbacks	Rear Yard setbacks	Interior/Side Yard Setbacks	Corner Lots Setbacks
AA	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
A	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
B	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
D	35 ft.	0 ft. B, G, K	0 ft. B, G, K	0 ft. B, G, K	0 ft. B, G, K
C	35 ft.	A, B, D, E, G, F	B,	B,	A, B, D, E, G, F
I	35 ft.	A, B, D, E, G, F	B,	B,	A, B, D, E, G, F
M	35 ft.	20 ft. A, D, E, G, F	10 ft.	10 ft.	20 ft. A, D, E, G, F
Notes	C, I, J		F	F	

a. In addition to the setbacks listed in the official heights and area regulations table, the front and corner lot setbacks must also be a minimum of 20 feet from edge of street and ingress/egress easements.



CITY OF BONNERS FERRY
7232 Main Street
P.O. Box 149
Bonners Ferry, ID 83805
Phone: (208) 267-3105 Fax: (208) 267-4375

NOTICE OF PUBLIC HEARINGS

Notice is hereby provided that public hearings pursuant to I.C. 67-6509, I.C. 67-6511 and Bonners Ferry City Code have been set before the City of Bonners Ferry Planning and Zoning Commission for **OCTOBER 19, 2017 AT 5:30PM** at Bonners Ferry City Hall to consider recommendations to the City Council for the following:

File #AM09-17 Title 11 Zoning, Modification to Chapter 2 Section 4, “Schedule of Building Height and Lot Area Regulations”– The Planning and Zoning Commission will hold a public hearing to consider an amendment to sub note “a” from the Residential and Medical Districts front and corner lot setback requirements. The current sub note requires, in addition to the 20-foot front and corner yard setback requirement, an additional 50-foot setback requirement from centerline of the adjacent street. The combined setback requirement imposes a severe restriction that, in some cases, eliminates a reasonable building envelope to occur in these districts.

The public is welcome and encouraged to attend the hearings or provide written response. Any written comment greater than 1 page must be submitted at least 6 days prior to the meeting. Written material not exceeding 1 page may be read into the record the day of the hearing. Those members of the 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 **October 13, 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

ATTEST: Lisa M. Ailport
PUBLISH: September 28, 2017
Mailed to Taxing Districts: September 28, 2017

Boundary County
PO Box 419
Bonners Ferry, ID 83805

BCSD # 101
7188 Oak St.
Bonners Ferry, ID 83805

KSPT-KPND-KIBR RADIO
327 MARION
SANDPOINT, IDAHO 83864

SPOKESMAN-REVIEW
608 NORTHWEST BLVD., STE. 103
COEUR D'ALENE, IDAHO 83814

City of Moyie Springs
PO Box 573
Moyie Springs, ID 83845

Boundary Volunteer Ambulance
PO Box 441
Bonners Ferry, ID 83805

Paradise Valley Fire
PO Box 3213
Bonners Ferry, ID 83805

South Boundary Fire
PO Box 148
Naples, ID 83847

Boundary County Road & Bridge
PO Box 1418
Bonners Ferry, ID 83805

Boundary County Library
PO Box Y
Bonners Ferry, ID 83805

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

Cabinet Mountain Water
PO Box 1223
Bonners Ferry, ID 83805

Three Mile Water
PO Box 906
Bonners Ferry, ID 83805

Idaho Transportation Dept.
600 W. Prairie Ave.
Coeur d' Alene, ID 83815

Bonners Ferry Herald
PO Box 539
Bonners Ferry, ID 83805

Northern Air
64602 US Hwy 2
Bonners Ferry, ID 83805-5211

FILE NO.: AN08-17 Amendment to Title 11, Chapter 2 §4

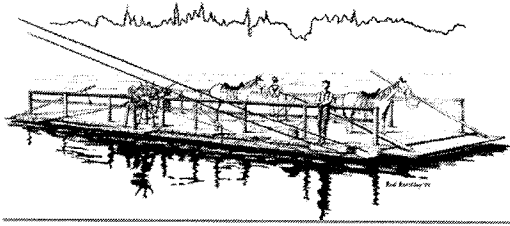
HEARING DATE: October 19, 2017

PAGE 1 OF 1

RECORD OF MAILING APPROVED BY: Lisa M. Ailport

I hereby certify that a true and correct copy of the "Notice of Public Hearing" was mailed to the entities listed above, on this 28 day of September, 2017.

Lisa M. Ailport, City Planner



CITY OF BONNERS FERRY

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

MEMO

TO: FILE V01-17 YOUNGWIRTH VARIANCE

FROM: Lisa Ailport, City Planner

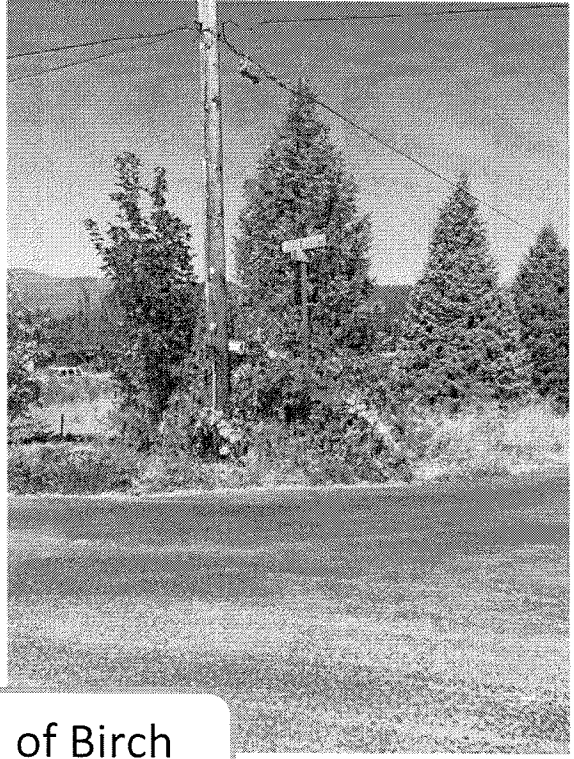
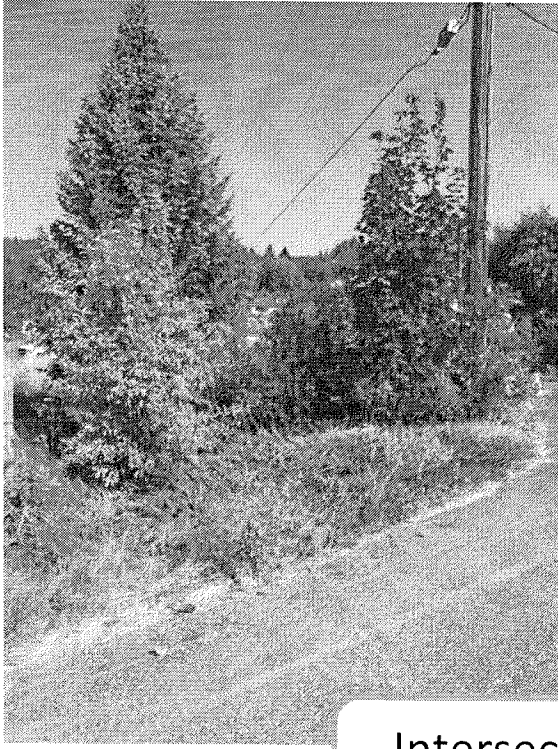
DATE: September 12, 2017

RE: Agency/Staff Meeting regarding file V01-17

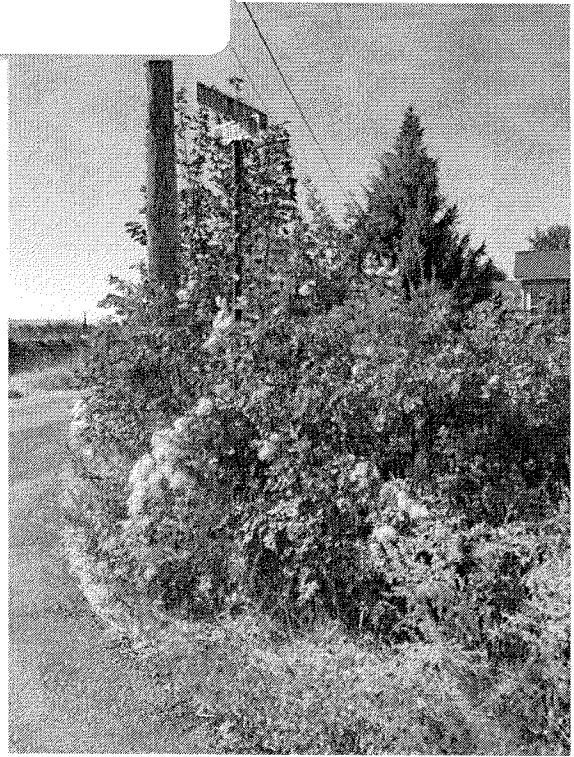
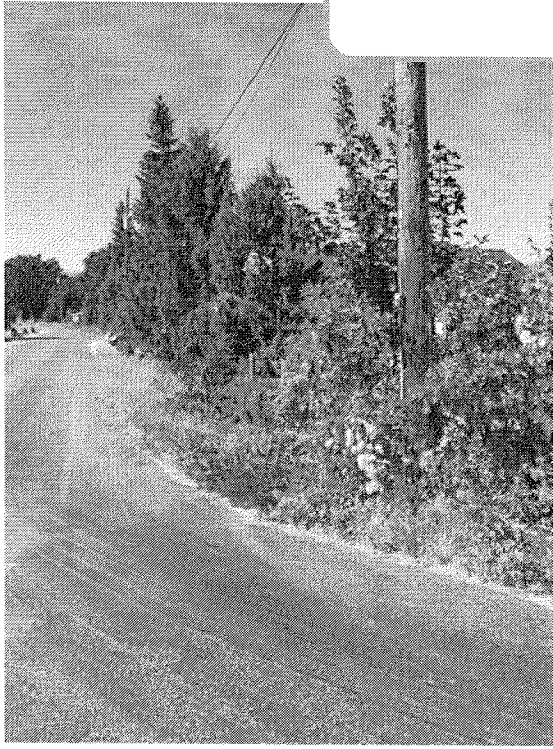
The City staff met on September 11, 2017 to discuss the request to vary from the corner/sideyard setback standards of 20-feet and 50-feet from centerline of Birch Street. The City Street, Sewer/Water and Electrical met at City hall and after presentation of the file the following areas of concern were raised:

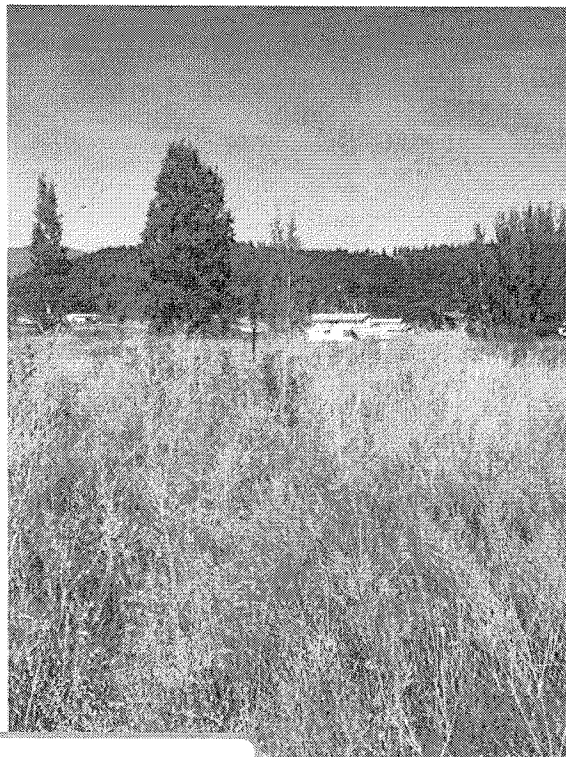
- Sight triangle from Birch and North River Drive
- Limiting access from North River Drive
- Maintaining adequate separation from the power lines

Based on the concerns, staff will look at a condition that limits a driveway access from North River Drive and only allow access from Spokane Street. In addition, future structures should be evaluated at the time of building permit approval for maintaining an adequate sight triangle for the intersection of Birch and N. River Drive. Lastly, at the time of building permit issuances, adequate evaluation of the structure in relation to the existing power lines will be evaluated. It was requested that the structure be a minimum of 10-feet from the power poles and lines.

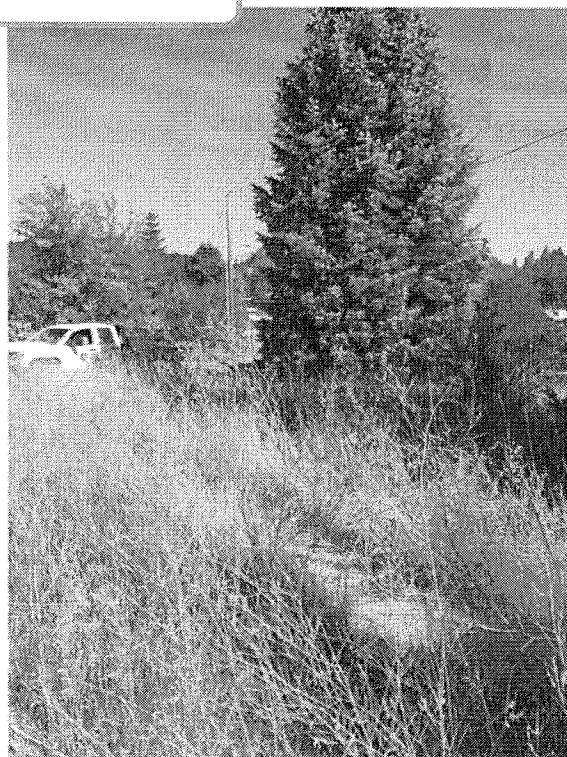
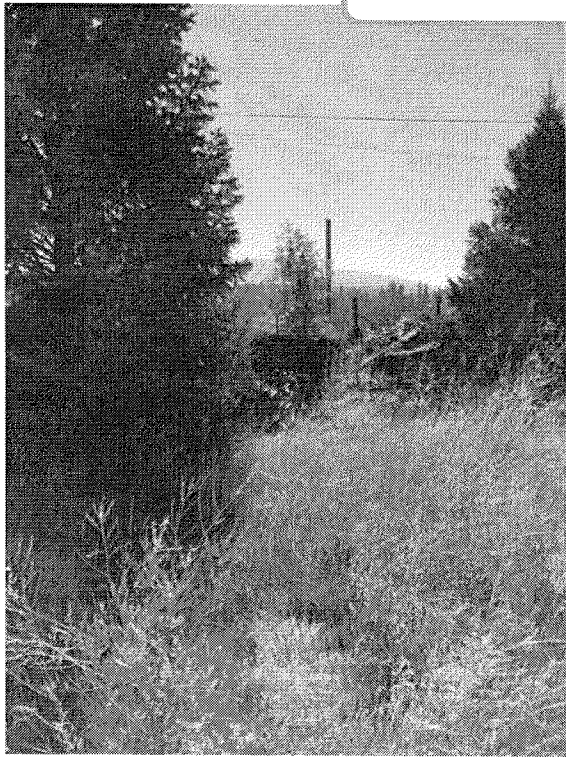


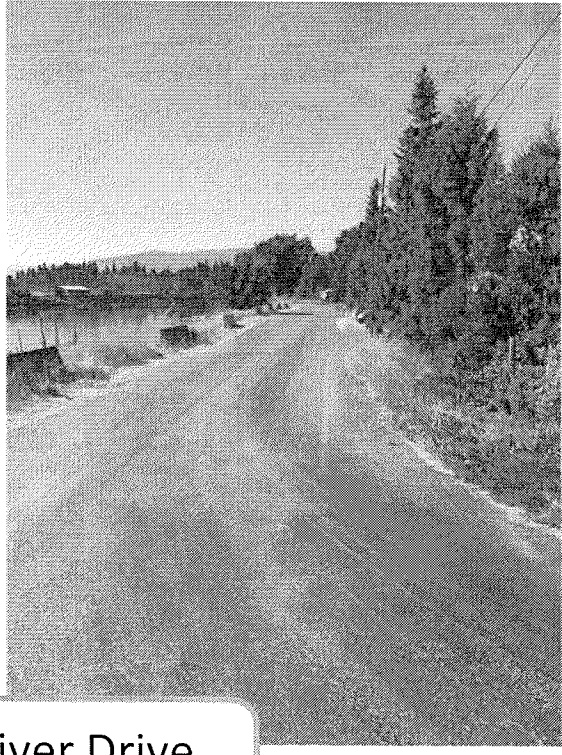
Intersection of Birch
and N. River Drive



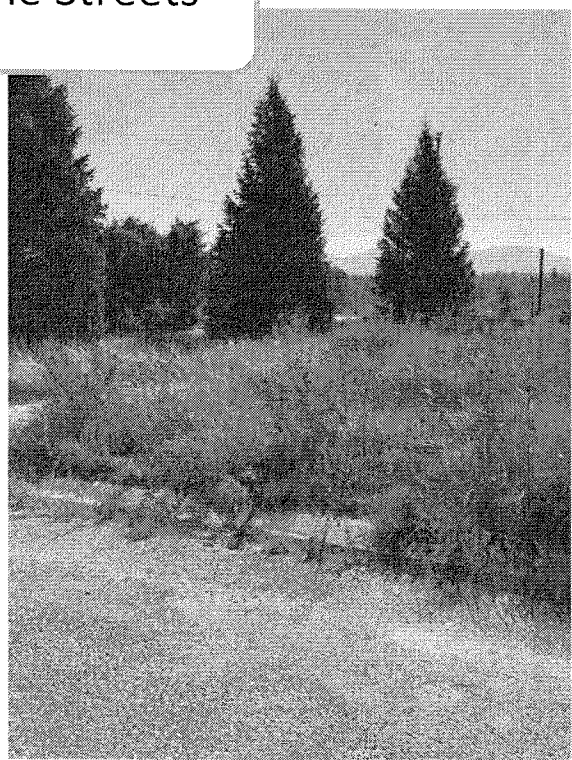
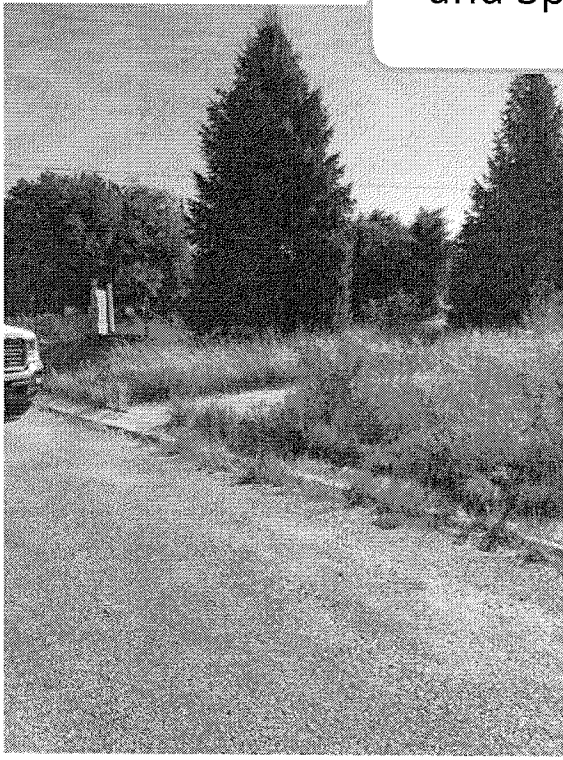


Lot Views





Birch, N. River Drive
and Spokane Streets



STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made on the 2 day of May, 1990, by
 Albert L. Lenker and Phyllis J. Lenker, whose mailing address is: South
 3185 U. S. Hwy 10, Coeur d'Alene, Id 83814, hereafter referred to as
 DECLARANT;

WITNESSETH:

WHEREAS, Declarant is the owner of said Birch Court located
 in Boundary County, State of Idaho, more particularly described as:

Birch Court Subdivision, A part of Lots 9, 10 and 11, Block 2
 Dunning's Acre Tracts.

The Declarant will convey the said property subject to certain protective
 covenants, conditions, restrictions, reservations, liens and charges as
 hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all the property in Birch Court
 shall be held, sold and conveyed, subject to the following easements,
 restrictive covenants and conditions, all of which are for the purpose of
 enhancing and protecting the value, desirability, and attractiveness of the
 real property. These easements, restrictions, covenants and conditions shall
 run with the real property and shall be binding on all parties having or who
 will acquire any right, title, or interest in the above described properties
 or any part hereof and shall inure to the benefit of each owner hereof.

1. All sites to be used for residential Manufactured Homes. No site may be
 sub divided and only one Manufactured Home may be placed on each site. Only
 Single Wide Manufactured Homes are to be placed on Lots 1 thru 88.
2. Location of Manufactured Home shall be 20 feet or more from front property
 15 feet or more from real property line and 5 feet or more from side
 property line, except that corner lot side yard shall be at least 15 feet
 set back from property line.
 - 2 a Home owner is responsible for proper connection to sewer, water,
 gas and electric utilities. Only licensed electricians and
 plumbers will be permitted to make such connections and must apply
 for the appropriate permits with the City.
 - 2 b Owner will be responsible for any damage done in the process of
 installing or removing his Manufactured Home, special care should
 be given to curbs and sidewalks and utility hookups.
3. All Manufactured home site improvements must follow City Building Code and
 must be approved by City of Bonners Ferry. No temporary buildings will be
 permitted. All building structure started must be completed within 30
 days of commencement.

4. All Manufactured Homes must be skirted within 30 days of placement on lot.
5. All Manufactured Homes must be not less than 700 square feet of floor area; foundations not to exceed 24 inches above original ground level.
6. No major repair to any motor vehicles or other medium to heavy duty equipment shall be permitted on any Manufactured Home site. No more than two (2) motor vehicles will be permitted to each Manufactured Home site and off street parking for Lots 1 thru 8 must be provided by owner of each Manufactured Home site.
7. All refuse shall be stored in an insect-proof water tight, rodent-proof containers appealing to the eye. No refuse shall be allowed to accumulate on the Manufactured Home site.
8. No animals or livestock of any kind shall be raised, bred or kept on any lot in the sub-division; except that one cat and one dog shall be allowed for each Manufactured Home site.
9. All Manufactured Home sites must be landscaped within 6 months (weather permitting) after placement of the Manufactured Home.
10. Each Manufactured Home shall be inspected by the City of Bonners Ferry Building Inspector, any fee to be paid by the Home owner.
11. All lots must be kept clean and free of weeds and debris, lawns mowed, trimmed and watered. No trees, shrubs, or improvement located within the space prior to move-in shall be removed without the consent of the owner. No stakes shall be driven, and no holes dug over 18" deep for any purpose, without first ascertaining from owner that such holes will not damage underground utilities.
12. All manufactured Homes are to be constructed in conformance with the Federal Manufactured Home construction standards, as evidenced by an affixed certification label. (In the case of a double wide, the stickers must be on both sections.)

Any Manufactured Home that enters into the court must be less than 10 years of age.* Decks, carports, awnings, storage units, etc. must be compatible with the manufactured home. *(10 year age from date actually enters court example enter 1990 home shall be no older than a 1980)

All single wide Manufactured Homes must be a minimum of 14 (fourteen) feet wide and a minimum of 50 (fifty) feet in length. All double wide Manufactured Homes must be a minimum of 24 (twenty four) feet in width and a minimum of 40 (fourty) feet in length.

All homes moving into Birch Court that are not new must make all necessary repairs and or changes prior to moving in or within 30 (thirty) days after move in. This also includes repairs and or changes to anything accompanying the Manufactured Home, such as storage units, decks, carports, awnings, etc.

12. (con't)

All Manufactured Homes that are not new must be power washed and waxed within 30 (thirty) days after move in (weather permitting.)

All tongues that are bolted on must be removed within 30 (thirty) days of moving in. All tongues that are welded on must be skirted and blocked from view with shrubs.

No alterations to the Manufactured Home or addition of rooms, storage units, carports, decks, patios, awnings, concrete services, fences, screens or other improvements or obstructions may be made without prior written approval from the proper governmental agencies.

13. All landscaping, newspaper boxes, fences, etc., must be set back twelve (12) inches from the sidewalk. Grass may be planted but can be no higher than sidewalk level.

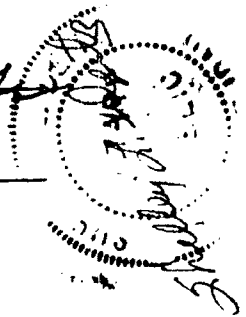
14. CONTRACTS. Every person, who by written contract agrees to purchase any lot, in the Birch Court will be deemed to have made and accepted such contract and agreed to purchase the lands herein described subject to all of the restrictions and conditions herein contained.

15. DEEDS: Every person, who by deed becomes the owner of any lot, herein described, will be deemed to have accepted such deed and title to the land herein described or any portion thereof, subject to all the restrictions and conditions herein contained.

IN WITNESS WHEREOF, Albert L. Lenker and Phyllis J. Lenker have executed this document this 2nd day of May, 1990.

Albert L. Lenker
Albert L. Lenker

Phyllis J. Lenker
Phyllis J. Lenker



State of Idaho
County of Boundary

On this 2 day of May, in the year of 1990, before me Albert S. Lenker

Phyllis Lenker personally appeared Albert S. Lenker and Shelley Deitz to me (or proved to me on the oath of Albert S. Lenker) the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Shelley L. Deitz
7-26-95

STATE OF IDAHO }
County of Boundary } SS INDEXED

FILED in the County of Boundary of J.R. Surveying
Box 1415, Bonners Ferry, ID 83805
on the 2 day of May 1990 at 2:39 P.
Inst. # 234 in Book 75
NORMA J. ESTEP
County Recorder
J. Isaac Deputy Fee \$ 9.00 pd

When recorded mail to: Michael Swenson P.O. Box 129 Dover, ID 83825
Statement of Protective Covenants, Conditions and Restrictions
231329

This Declaration made on the 13th day of March, 2007, by Michael E. Swenson and Jane A. Swenson, 393 Flamingo Road, Sandpoint, Idaho, hereafter referred to As Declarant:

WITNESSETH:

The Protective Covenants, Conditions and Restrictions dated May 2, 1990 by Albert L. Lenker and Phyllis J. Lenker, instrument numbered 161262 are now vacated in favor of the following Statement of Protective Covenants, Conditions and Restrictions.

Statement of Protective Covenants, Conditions and Restrictions

This Declaration made on the 13th of March, 2007, by Michael E. Swenson And Jane A. Swenson, 393 Flamingo Road, Sandpoint, Idaho, hereafter referred to As Declarant:

Witnesseth:

Whereas, Declarant is the owner of said Birch Court located in Boundary County, State of Idaho, more specifically described as:

Birch Court Subdivision: Lots 3-8, Lots 9- 13, Lots 9-11 Blk. 2
Dunning's Acre Tracts.

The Declarant will convey the said property subject to certain protective Covenants, conditions, restrictions, reservations, liens and charges as Hereinafter set forth:

Now, Therefore, Declarant hereby declares that all the property in Birch Court shall be Held, sold and conveyed, subject to the following restrictive covenants, and conditions, All of which are for the purpose of enhancing and protecting the value, desirability, And attractiveness of the real property. These restrictions, covenants and conditions Shall run with the real property and shall be binding on all parties having or who will Acquire any part hereof and shall be to the benefit of each owner hereof.

231329

Building Location

All building setbacks are governed by the City of Bonner's Ferry, Idaho residential zoning requirements..

Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered Placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height and a private garage. All other outbuildings shall integrate with and correspond to the dwelling in an attractive and non-obtrusive manner, using like materials as in the main structure.

Quality and Size

The minimum square footage for a single family house, exclusive of porches and garages shall not be less than twelve hundred (1,200) square feet. The dwellings shall be constructed with quality materials and workmanship. The dwelling shall be so designed and constructed as to meet all of the local and state building regulations and requirements. No single or double wide mobiles or manufactured homes shall be permitted.

Dwelling Construction-Beginning and Completion

Within twelve (12) months from the beginning of construction of a dwelling, the owners shall complete the exterior and interior construction of said dwelling. Any structure placed on said real property shall be new construction and existing structures shall not be moved onto the property for remodeling.

Landscaping

All yards shall be landscaped within twelve (12) months from the date of completion of the building

Antennas

Satellite television receiving dishes are allowed subject to the following restrictions: Any such device must be in the most unobtrusive size and color reasonably available, preferably grey or black and no larger than 2 feet in diameter and must be located in a location non-obtrusive to other residents.

Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept,

231329

bred or maintained for commercial purposes. Limit of two (2) cats and two (2) dogs per household.

Temporary Structures

No structure of a temporary character or nature, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently. Portable restrooms are allowed during the construction period.

Parked Vehicles

No boats, boat trailers, house trailers, recreational vehicles, or any vehicle under repair, wrecked or abandoned, shall be parked on any street, upon any driveway, or upon any lot unless they are to the rear of the front setback lines, behind a suitable fence, or in an enclosed garage. Offending vehicles may be towed away at the owner's expense.

Garbage and Refuse Disposal

No lot shall be used for or maintained as a dumping ground for rubbish. All trash, garbage, and other waste be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Nuisances

No noxious, illegal or offensive activity shall be carried on on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Term

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of then five (5) years unless and instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement

Such persons as who may hereafter own any of the property above described are specifically given the right to enforce these restrictions through the proceedings of law or

231329

proceedings in equity against any person or persons violating such restrictions and to recover damages suffered by them from any violation thereof.

Severability

The invalidation of any one of these covenants by Judgement of Court Order shall in no way affect any of the provisions which shall remain in full force and effect.

Utilities

All the utilities serviced shall be provided through underground conduits meeting such standards as the entity providing the service deem necessary.

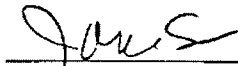
Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

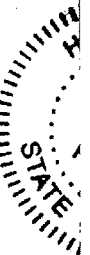
IN WITNESS WHEREOF, we have hereunto set our hands on this 13th day of March 2007.

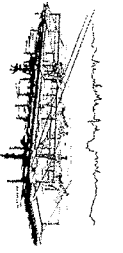


Michael Swenson

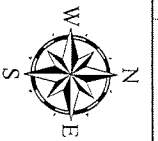


Jane Swenson



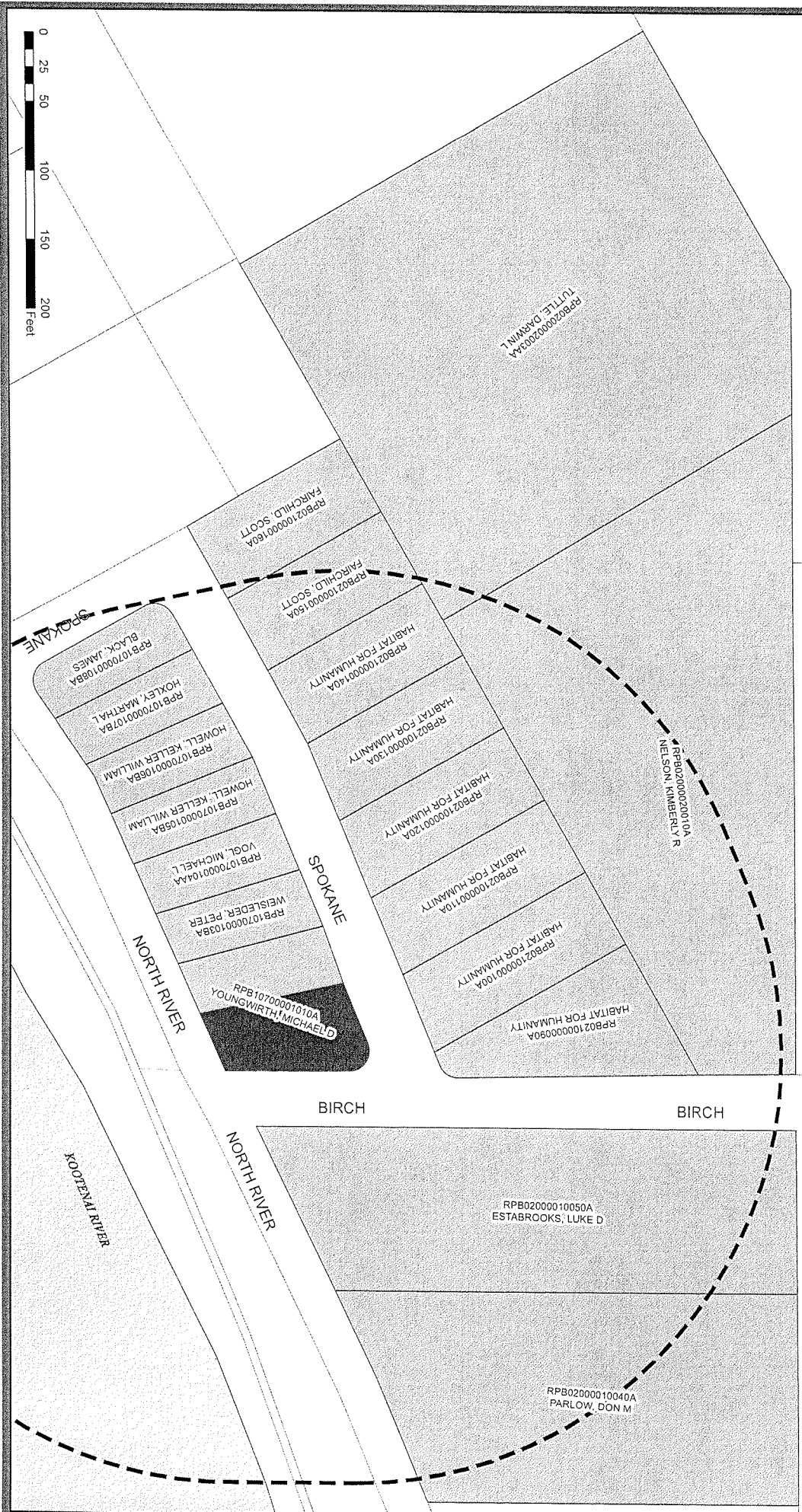


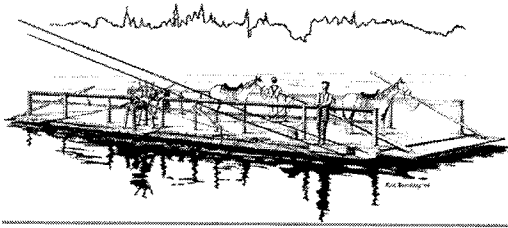
CITY OF BONNERS FERRY SEPTEMBER, 2017



Legend

- 300 FT BUFFER
- LOT IN QUESTION
- PARCELS IN BUFFER





CITY OF BONNERS FERRY

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

STAFF REPORT FOR
MIKE YOUNGWIRTH
Variance
SPECIAL USE PERMIT – PLANNING & ZONING COMMISSION
FILE #V 01-17

Prepared by: Lisa M. Ailport, AICP
City Planner

Project Description: The applicant is seeking a 26-foot setback (24 foot variance) where a 50-foot setback from centerline of roadway is required and a 5-foot side yard (15-foot variance) setback where a 20-foot setback is required in order to construct a single family dwelling on lot 1 of the Birch Court Subdivision, Book 2, Page 39.

Location: The site is located off Spokane Street, with North River Drive as a rear flanking street and Birch Street as a side flanking street.

Parcel size: ±5,000 square feet, Lot 1 of Birch Court Subdivision

Applicant: Michael and Edna Youngwirth

Applicant's Representative: N/A

Property Owner: Same as Applicant

Application Filed with City: August 23, 2017

Notice Provided: Mailed: October 2, 2017
Site Posted: October 12, 2017
Published in Paper: September 28, 2017

Hearing Dates: Planning and Zoning: October 19, 2017
City Council: November 7, 2017 (Deliberations only)

Packet Information: Staff Report
Application and Site Plan(s)
Agency Comments
Public Comments (if any)

APPLICABLE CITY CODES:

§11-7-1, Purpose

§11-5-3, Public hearing

§11-5-2, Application, Filing etc.



Aerial of vicinity

PROJECT OVERVIEW/ SUMMARY

The applicant is seeking a variance from the side yard flanking setback and the centerline of street setback in order to construct a modest sized home on the previously platted lot within the City (BF City Code 11-2-4)

Birch Court Subdivision was initially platted in 1990 as a subdivision for the placement of mobile/manufactured homes, as is apparent from the design of the long and narrow lots displayed on the plat. Original Conditions, Covenants and Restrictions (CC&R's) completed around the time of plat validate the plats intentions and specifically identify lots 1-8 as **only** for single-wide manufactured home sites.

- 1. All sites to be used for residential Manufactured Homes. No site may be sub divided and only one Manufactured Home may be placed on each site. Only Single Wide Manufactured Homes are to be placed on Lots 1 thru 8.**

In 2007, new CC&R's replaced the former CC&R's and restricted the landowners from placing any type of manufactured home within the plat and set forth minimum footage requirements for the single family homes of 1,200 square feet (see CC&R insert).

Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered Placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height and a private garage. All other outbuildings shall integrate with and correspond to the dwelling in an attractive and non-obtrusive manner, using like materials as in the main structure.

Quality and Size

The minimum square footage for a single family house, exclusive of porches and garages shall not be less than twelve hundred (1,200) square feet. The dwellings shall be constructed with quality materials and workmanship. The dwelling shall be so designed and constructed as to meet all of the local and state building regulations and requirements. No single or double wide mobiles or manufactured homes shall be permitted.

While the CC&R's stipulate the intentions of the plat, the actual plat itself does not reference the lots being designed to serve a specific housing type. In fact, there is no reference at all to the type of housing proposed or restricted by the plat. Because of this, staff can only consider the plat open to all forms of development allowed within the zone district in which it is located.

When considering all types of development provided for under the current zone district, staff must evaluate the standards for placement. Currently the setback standards, listed at 11-2-4, when imposed create a building envelope that is severely reduced in area (see staff analysis for more information).

Under Idaho Code 67-8003, Protection of private property requires all Idaho governments to evaluate land use regulatory or administrative actions to assure that such actions do not result in an unconstitutional taking of private property. Where such conflict exists in land use, Title 67-6516 offers an actionable process of relief from such regulatory measures provided that it can be demonstrated, at a minimum, the standards of variance are met.

An excerpt from I.C.67-6516:

Each governing board shall provide, as part of the zoning ordinance, for the processing of applications for variance permits. A variance is a modification of the bulk and placement requirements of the ordinance as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other ordinance provision affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of characteristics of the site and that the variance is not in conflict with the public interest.

Under the Analysis portion of this report staff provides a more thorough review of the statute and the City's standards for variance approval.

PROPERTY DESCRIPTION

Site Acreage: ±5,000 square feet, known as Assessor Parcel #B

- A. Access: The site is served by Spokane Street, a 40-foot wide paved public right-of-way. In addition, Birch Street flanks the east side and is a 40-foot paved public right of way and North River Drive flanks the rear and is a 30-foot wide paved public right of way.
- B. Services: The site is served by city sewer and water; the site is also within the city fire district, and is served by city police.
- C. Zoning: The site is zoned Residential A.

AGENCY COMMENTS

The application was discussed by the City Streets, Water/Sewer and Electrical departments on September 12, 2017. A memo summarizing the discussion topics was provide to the record and included with the staff report. The Departments discussion centered around three topics

Sight triangle from Birch and North River Drive;
Limiting access to the lot from North River Drive;
Maintaining adequate separation from the power lines.

Based on these topics, conditions have been proposed and include with this report (page 10).

PUBLIC COMMENTS

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

ANALYSIS REVIEW

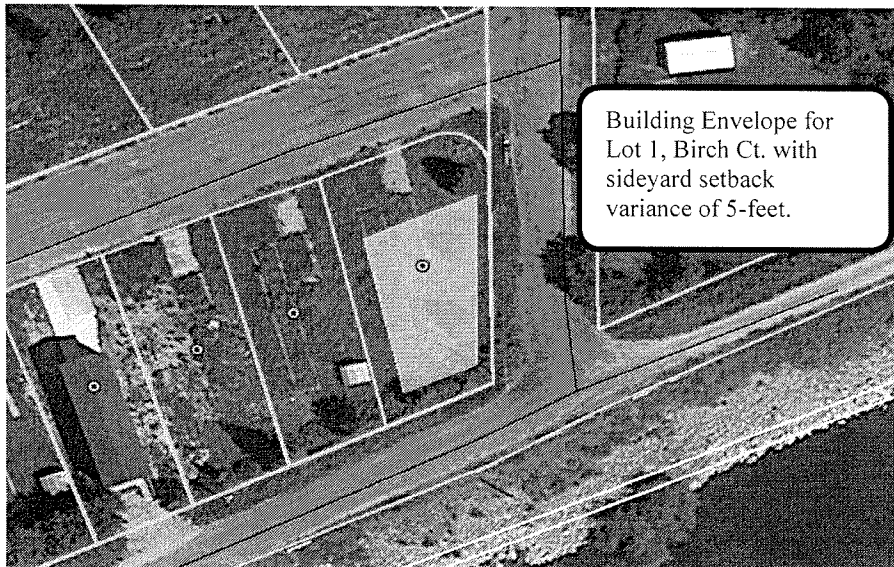
The existing lot varies in width but averages about 46' wide according to the Plat of record. The City has setback standards for the front, rear, side and corner yards. Those setbacks are 20-feet in the front, 10-feet in the rear, 5-feet on the sides and 20-feet on the corner lots (those sides that have two streets that intersect). In addition to the 20-foot front and corner lot setbacks there is also an additional 50-foot setback from the centerline of the road (see sub note "a" of 11-2-4). When fully imposed on any lot within the city, the remaining area is known as the



“building envelope.” The building envelope is the allowable space a building and its architectural projects must be placed. Anything outside of this building area is subject to removal or variance.

Based on the City’s current setback standards when imposed, reveals a building envelope that is heavily restricted in area (see map above). The approximate square footage of this space based on Google earth is $\pm 1,200$ square feet and is ± 22 feet wide on the north end and narrows down to $\pm 11-12$ feet on the southern end.

With the request by the applicant of a side yard setback reduction from 24-feet to 5-feet, the building envelope grows from $\pm 1,200$ square feet to $\pm 2,500$ square feet. Surrounding building envelopes average around 1,800-4,000 sq. ft.



When evaluating Idaho Code 67-6516, the opportunities for variance is applicable to the placement of structure(s) upon lots or the size of lots where it can be demonstrated that without the variance an undue hardship exists and that the variance is not in conflict with the public interest. In addition, §11-7-1 of the City Code also provides for standards for which a particular variance is judged against. Those standards, and staff's notations, are as follows:

1. That the granting of the variance will not be in conflict with the spirit and intent of the comprehensive plan for the city, and will not affect a change in zoning;

File Evidence: The property is zone Residential A on the official zoning map and designated "Residential" on the future land use map.

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

The proposed variance does not seek to modify either the comprehensive plan's future land use map, nor does it propose to change the zoning of the property (application).

2. That there are exceptional or extraordinary physical circumstances or conditions, applicable to the property involved, or the intended use thereof, causing undue hardship, which do not apply generally to the property or class of use in the district, so that a denial of the relief sought will result in:

- a. Undue loss in value of the property;
Without a variance the available building space and area are limited (see above aeriels).

- b. Inability to preserve the property rights of the owner;

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

- c. The prevention of reasonable enjoyment of any property right of the owner;

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

3. That the granting of such relief will not be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners, or the quiet enjoyment of such property improvements;

The City departments met to and reviewed the request. Based on the discussion, the City has provided conditions that mitigate the interest of the public.

4. That the reason for a variance was not caused by the owner's, or previous owners, actions.

The governing body shall review the particular facts and circumstances of each variance in terms of the above standards and is required to find adequate evidence showing the variance meets the City's standards and those of Idaho Code. Staff has provided draft findings for considerations by the decision making body and are included on pages 9 and 10 of this report.

RECOMMENDATION BY PZ COMMISSION

The Planning and Zoning Commission met on October 19, 2017, and held a public hearing wherein the body unanimously recommended approval of the variance with the conditions as presented to the City Council.

DRAFT MOTIONS BY THE PLANNING & ZONING COMMISSION:

Motion to Recommend Approval: I move to approve this file V01-17, for a 26-foot setback where a 50-foot setback from centerline of roadway is required and a 5-foot side yard setback where a 20-foot is required, finding that it is in accordance with the general and specific goals and standards of the City of Bonners Ferry zoning codes, as enumerated in the staff report and draft findings.

Council only: I further move to adopt the following reasoned statement and conditions of approval as written (or as amended). The action to be taken to obtain the variance is to complete any conditions of approval as adopted.

Motion to Recommend Denial: I move to deny this file V01-17, for a 26-foot setback where a 50-foot setback from centerline of roadway is required and a 5-foot side yard setback where a 20-foot is required finding that it is not in accord with the general and specific goals and standards of the City of Bonners Ferry zoning codes, because [SPECIFY WHAT REASONED STATEMENTS THE PROPOSAL FAILS TO MEET AND WHY].

Council only: Furthermore, I move to adopt the following reasoned statements: (READ STATEMENTS, SPECIFYING WHETHER THE PROJECT MEETS OR FAILS TO MEET THE STANDARDS, BASED UPON THE FINDINGS OF RECORD).

The actions to be taken to receive approval is:

1. Submit a new petition that meets the standards of the City of Bonners Ferry variance; or
2. Pursue such remedies as provided for at Title 67 Chapter 65, Idaho Code.

REASONED STATEMENTS

***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 reasoned decisions are adopted by the Bonners Ferry Planning & Zoning Commission/City Council:**

Reasoned Statements:

1. The granting of the variance **IS / IS NOT** in conflict with the spirit and intent of the comprehensive plan for the city, and will not affect a change in zoning.

Draft Findings:

File Evidence: The property is zone Residential A on the official zoning map and designated "Residential" on the future land use map.

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

The proposed variance does not seek to modify either the comprehensive plan's future land use map, nor does it propose to change the zoning of the property (application).

2. That there **IS / IS NOT** exceptional or extraordinary physical circumstances or conditions, applicable to the property involved, or the intended use thereof, causing undue hardship, which do not apply generally to the property or class of use in the district, so that a denial of the relief sought will result in.

Draft Findings:

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

Without a variance the available building space and area are limited (see above aerials).

The Residential A zone provides for residential pursuits, including single family homes and accessory buildings.

3. That the granting of such relief **IS / IS NOT** materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners, or the quiet enjoyment of such property improvements.

Draft Findings:

The City departments met on September 12, 2017 to review the request. Based on the discussion, the City has provided conditions that mitigate the interest of the public.

4. The Variance **IS / IS NOT** a result of the action of the owner's, or previous owner's, actions and therefore **HAS / HAS NOT** been proven by the applicant.

Draft Findings:

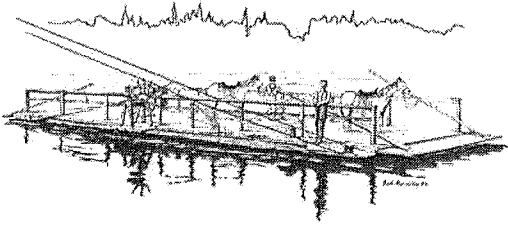
The plat of Birch Court Subdivision was platted in 1990 and initially platted for the placement of single wide manufactured homes (see original CC&R's).

Amended CC&R's completed in 2007 limited placement of single wide manufactured homes (see amended CC&R's).

The City limits the citing or placement of single wide manufactured homes, unless they are located in a manufactured home park (BCC 11-9-3).

CONDITIONS OF APPROVAL

1. The variance is not authorized until recorded, pursuant to Bonners Ferry City Code 11-7-7.
2. The site shall be developed and operated in accordance with the approved application, site plan, and/or conditions as approved with this application. Failure to operate within the bounds of this permit, may result in revocation of the permit by the city.
3. The variance approval shall expire if not recorded by the city within two (2) years of the date of written approval.
4. All applicable conditions of approval shall be met or maintained prior to recording of the variance by the City. Any condition that runs with the land shall stay in affect while the building is in operation. Failure to meet any condition of approval may be grounds for revocation of the permit by the City.
5. Access to the site is limited to Spokane Street only; no future access from North River Drive shall be permitted.
6. The building permit for construction of the single family dwelling shall be reviewed by the City in regards to location and height in order to maintain adequate sight distance from Birch and North River Drive. In addition, adequate setback from the existing power lines shall be maintained to the satisfaction of the City Electric Department.



CITY OF BONNERS FERRY

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

Variance Application

FOR OFFICE USE ONLY:

FILE #	RECEIVED: PAID AUG 7 2009 10:35 am CITY OF BONNERS FERRY
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APPLICANT INFORMATION:

Landowner's name: <u>Michael D. Youngwirth and Edna L. Youngwirth</u>		
Mailing address: <u>6359 McCall St.</u>		
City: <u>Bonnors Ferry</u>	State: <u>IDAHO</u>	Zip code: <u>83805</u>
Telephone: <u>208-597-5096</u>	Fax:	
E-mail:		

REPRESENTATIVE'S INFORMATION:

Representative's name: <u>SAME</u>		
Company name:		
Mailing address:		
City:	State:	Zip code:
Telephone:	Fax:	
E-mail:		

APPLICANT NARRATIVE: See ATTACHED

Project Description (Explain why the variance is necessary- use additional paper if necessary).
The 5' Reduction in the normal allowance of 10' Side for Plewaco

PARCEL INFORMATION:

Section #: <u>27</u>	Township: <u>62</u>	Range: <u>1E</u>	Parcel acreage:
Parcel # (s): <u>LOT 1</u>			
Current landowner's name: <u>Michael D. Youngwirth and Edna L. Youngwirth</u>			
Current zoning: <u>VACANT</u>	Current use: <u>VACANT</u>		
Directions to site: <u> Hwy. 95 Left over Bridge, Chimney, left on Highway ^{Back to} No. River Dr</u>			

RECEIVED
8:00am
03 / 13 / 2009

SITE INFORMATION: Please provide a general description of the lay of the land (ex: is the property flat, have any bodies of water or wetlands present, what existing structures and uses are present etc.)

LAND is located in Birch Ct. Subdivision
Sloped down to the EAST. Lot 1 is bordered by SPOKANE on the
East, Birch Ct. on the South, N. River Dr. is on the EAST side.

SITE INFORMATION:

Describe surrounding land uses (ex: residential housing, commercial manufacturing etc):

North SPOKANE STREET

South N. River Dr

East Birch

VACANT
West RESIDENTIAL LOT

Describe adjacent zoning and densities (ex: AA, A, B, C, D, M and I, Platted 10k sq.ft., Commercial lots etc):

North _____

South _____

East _____

West _____

Surrounding Comprehensive Planning Designations:

North _____

South _____

East _____

West _____

Please explain how the proposed variance will have an effect on adjoining properties relating to noise, glare odor, fumes and vibrations; explain how the proposed variance will fit in with the properties and/or neighborhoods surrounding the lot or parcel?

STANDARDS FOR REVIEW (11-7-1)

Will the Variance require a change in zoning? No Yes, Please Explain

SET BACK ALLOWANCE

Explain how granting of the variance will not be in conflict with the spirit and intent of the comprehensive plan for the city:

Will be in effect since 2010 when the plot was approved.

Explain how without a variance an undue loss in value will occur:

5' Set back will allow AND Additional 5' on the SET BACK

Explain how without a variance the property rights of the landowner will be compromised:

Street without 5' set back on a street that should have no allowance for the 5' set back

Explain how without a variance a complete loss of reasonable enjoyment of property rights will occur:

Please explain how the granting of such relief will not be detrimental to the public health, safety or welfare, or injurious to the property or improvements of other property owners, or the quiet enjoyment of such property improvements:

This SET BACK will cause no set back problems on this lot.

Please explain how the reason for a variance was not caused by the owner or previous owner's actions:

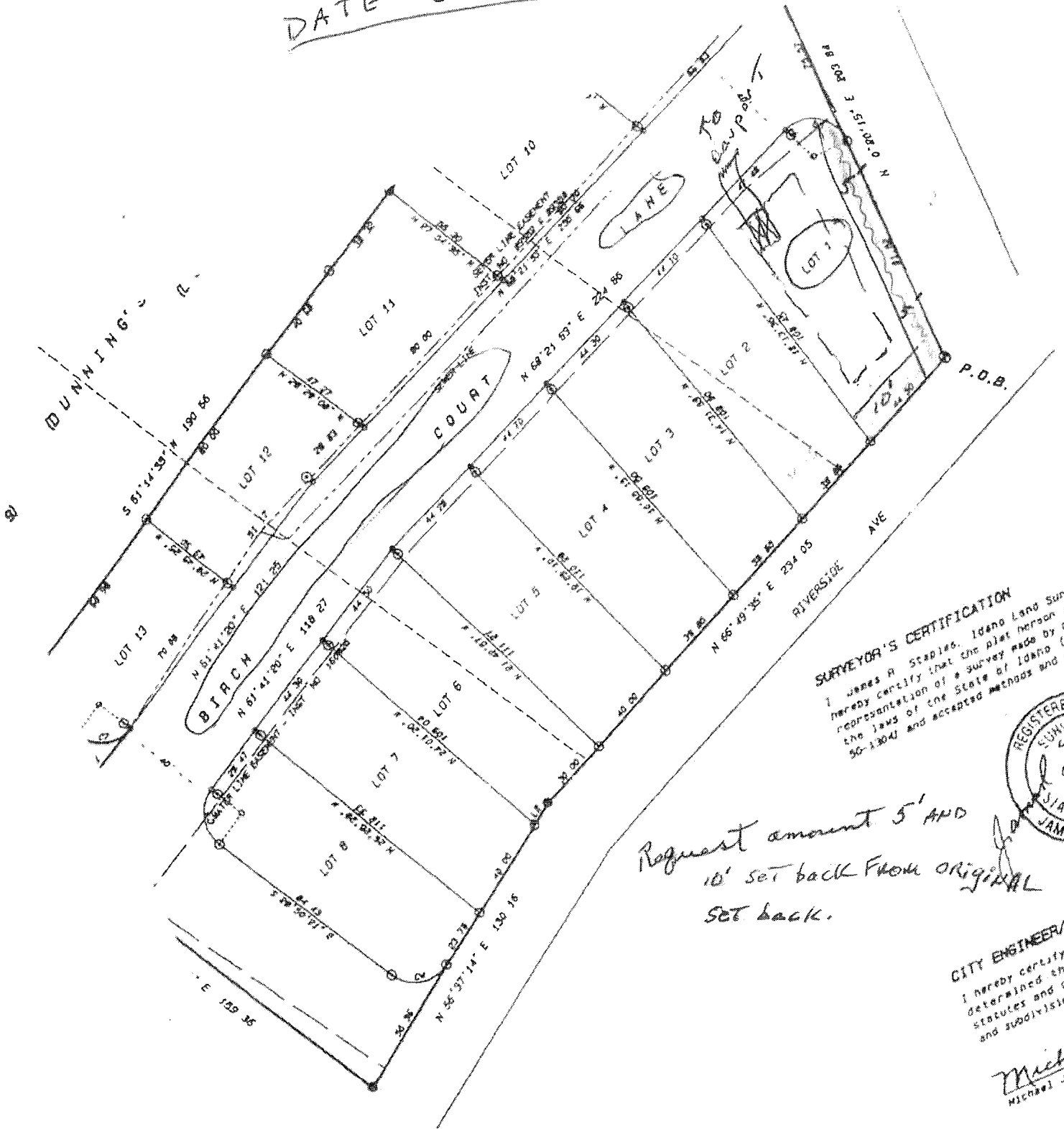
Set back of 10' was already sought out and should have been applied.

I hereby certify that all the information, statements, attachments and exhibits submitted herewith are true to the best of my knowledge. I further grant permission to the City and its representatives to enter upon the subject land to make examinations post the property or review the premises relative to the processing of this application.

Applicant's signature: Michael D. Youngquist Date: 8-4-17

and Colva K. Youngquist 8-4-17
Landowner's signature: _____ Date: _____

DATE - 6-26-90



SURVEYOR'S CERTIFICATION
 I, James R. Scaples, Idaho Land Surveyor, hereby certify that the plat hereon is a true and correct representation of a survey made by me in accordance with the laws of the State of Idaho (S.C. 90-1304) and accepted methods and practices.



Request amount 5' AND 10' SET BACK FROM ORIGINAL SET BACK.

CITY ENGINEER/CC
 I hereby certify that I have determined that the proposed subdivision complies with the statutes and city ordinances.

Micho
 Michael J.

at to the Oced
 May 2, 1990. at

Rick Alonzo

From: Rick Alonzo [rick.alonzo1@frontier.com]
To: 'Christine McNair'
Subject: Additional days off for the holidays

Please put on the agenda for our November 7th council meeting.

As we have done in the past I would like to give all city employees the day after Thanksgiving off. Also I would like to give them the Friday before Christmas so they can have a 4 day weekend. If an employee is required to work on either of these days it will be treated as a regular day, not overtime, and they can make arrangements to take the time off when it fits their departments schedule.

Thank you
Rick Alonzo

**PROFESSIONAL SERVICES CONTRACT
TASK ORDER #1
SEWER BRIDGE UPGRADES PROJECT**

This serves as Task Order #1 for the Bonners Ferry Sewer Bridge Upgrades Project to the Master Agreement between the City of Bonners Ferry and Panhandle Area Council dated October 1, 2015. The following clauses are provided for actions or activities specific to this project.

Effective Date: October 1, 2016

End Date: September 30, 2019

If the services covered by this Task Order have not been completed by September 30, 2019, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

Compensation:

For satisfactory completion of administrative services to be provided under this Contract, the CITY will pay the CONTRACTOR a sum not to exceed \$34,000 as set forth below under the Scope of work for Grant Administration.

SCOPE OF WORK

Grant Administration:

The City agrees to pay the Contractor \$34,000 for performance of Certified Grant Administration activities as follows. These fees are grant reimbursable.

1. Project Set-Up – file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the City. For services performed, a lump sum amount of \$1,200.
2. Environmental Review – Conducting an environmental review that complies with 24 CFR Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record. Publishing and posting public notices. Gathering and tracking comments. Collecting any technical environmental studies from design professional. Debriefing City on the review. Establishing mitigation measures. Securing environmental concurrence by the Idaho Department of Commerce. For services performed, a lump sum amount of \$5,200.
3. Labor Monitoring – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. Duties include, but are not limited to, educating contractors about the labor requirements, providing labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, requesting additional wage classifications, reviewing and tracking payrolls, conducting employee interviews (on-site or through the mail), traveling to project site, observing workers, comparing payroll reports to interview information, documenting payroll

reviews, identifying and investigating errors with contractor, reporting and facilitating the correction of errors or problems to IDC, and completion of required labor reports. For services performed, a monthly amount of \$1,420 based on a 10-month timeframe, and lump sum amount of \$14,200.

4. Project Monitoring (during procurement and construction) – Assist City in setting up the procurement and then the selection of a design professional and/or contractors in accordance with CDBG requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. Financial management duties which includes coordinating contractor and design professional pay applications, preparation of CDBG request for funds, submission of request to IDC and ensuring proper disbursement of CDBG expenditures. For services performed, a monthly amount of \$1,000 based on a 10-month timeframe, and lump sum amount of \$10,000.
5. Civil Rights – Equal Access – Completing CDBG civil rights activities and documents. Duties include explain and educating contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. Submission of RFP to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor/Sub-contractor Activity Report. Submission of City profiles. Promoting disadvantage business enterprises and fair bidding practices. Ensure public display of EEO posters. Completing CDBG civil rights activities and documents. For services performed, a lump sum amount of \$1,700.


The total amount paid in progress payments as listed above shall not exceed ninety (95%) percent of the total compensation sum.

6. Project Close-Out – Documentation that the City has met their CDBG national objective and contractual performance requirements. Completing for review and signature ICDBG closeout documents. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved. The department's approval to close out. For services performed, a lump sum amount of \$1,700.

The foregoing Task Order #1 is hereby accepted with the understanding that all other terms and conditions will remain the same.

PANHANDLE AREA COUNCIL, INC.


CITY OF BONNERS FERRY

BY: 
L. Wally Jacobson
Executive Director

BY: _____
David Sims
Mayor

DATE: 10/30/17

DATE: _____

ATTEST: 

ATTEST: _____

**PROFESSIONAL SERVICES CONTRACT
TASK ORDER #2
MUNICIPAL SWIMMING POOL REPAIRS**

This serves as Task Order #2 for the Bonners Ferry Municipal Swimming Pool Repairs project to the Master Agreement between the City of Bonners Ferry and Panhandle Area Council dated October 1, 2016. The following clauses are provided for actions or activities specific to this project.

Effective Date: October 30, 2017

End Date: January 31, 2019

If the services covered by this Task Order have not been completed by January 31, 2019, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

Compensation:

Upon grant award, for satisfactory completion of administrative services to be provided under this Contract, the CITY will pay the CONTRACTOR a sum not to exceed \$11,000 as set forth below under the Scope of work for Grant Administration.

SCOPE OF WORK

Grant Administration:

The City agrees to pay the Contractor \$11,000 for performance of Certified Grant Administration activities as follows. These fees are grant reimbursable.

1. Project Set-Up – file set-up, facilitating financial management procedures including cost allocation plan, meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the City. For services performed, a lump sum amount of \$480.
2. Environmental Review – Conducting an environmental review that complies with 24 CFR Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record. Publishing and posting public notices. Gathering and tracking comments. Collecting any technical environmental studies from design professional. Debriefing City on the review. Establishing mitigation measures. Securing environmental concurrence by the Idaho Department of Commerce. For services performed, a lump sum amount of \$960.
3. Labor Monitoring – Ensuring construction contractors are meeting the requirements of the Davis Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. Duties include, but are not limited to, educating contractors about the labor requirements, providing labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, requesting additional wage classifications, reviewing and tracking payrolls, conducting employee interviews (on-site or through the mail), traveling to project site, observing workers, comparing payroll reports to interview information, documenting payroll

reviews, identifying and investigating errors with contractor, reporting and facilitating the correction of errors or problems to IDC, and completion of required labor reports. For services performed, a monthly amount of \$2,400 based on a 3-month timeframe, and lump sum amount of \$7,200.

4. Project Monitoring (during procurement and construction) – Assist City in setting up the procurement and then the selection of a design professional and/or contractors in accordance with CDBG requirements. Participating in pre-bid, pre-construction and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction close-out. Financial management duties which includes coordinating contractor and design professional pay applications, preparation of CDBG request for funds, submission of request to IDC and ensuring proper disbursement of CDBG expenditures. For services performed, a monthly amount of \$480 based on a 3-month timeframe, and lump sum amount of \$1,440.
5. Civil Rights – Equal Access – Completing CDBG civil rights activities and documents. Duties include explain and educating contractors on the complying with Section 3 requirements and hiring of disadvantage business enterprises. Submission of RFP to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor/Sub-contractor Activity Report. Submission of City profiles. Promoting disadvantage business enterprises and fair bidding practices. Ensure public display of EEO posters. Completing CDBG civil rights activities and documents. For services performed, a lump sum amount of \$240.

The total amount paid in progress payments as listed above shall not exceed ninety-five (95%) percent of the total compensation sum.

6. Project Close-Out – Documentation that the City has met their CDBG national objective and contractual performance requirements. Completing for review and signature ICDBG closeout documents. Ensure all project and close out documents are submitted and approved by IDC. Ensure requested documents, concerns, and findings are addressed and resolved. The department's approval to close out. For services performed, a lump sum amount of \$680.

The foregoing Task Order #2 is hereby accepted with the understanding that all other terms and conditions will remain the same.

PANHANDLE AREA COUNCIL, INC.

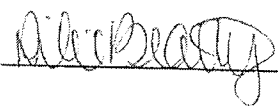
CITY OF BONNERS FERRY

BY: 
L. Wally Jacobson
Executive Director

BY: _____
David Sims
Mayor

DATE: 10/30/17

DATE: _____

ATTEST:  _____

ATTEST: _____

AGREEMENT FOR SHELTER SERVICES

This Agreement is entered into on this _____ day of _____, 2017, by and between SECOND CHANCE ANIMAL ADOPTION (hereinafter "SCAA"), a non-profit corporation, and the CITY OF BONNERS FERRY (hereinafter "CITY"), a municipal corporation of the State of Idaho.

1. CONSIDERATION

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

2. FEES

CITY shall compensate SCAA on a monthly basis continuing for the duration of this Agreement. Payment shall be made by the 10th day of the month following the services rendered at the rate of \$848.72 per month.

3. SERVICES

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

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

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

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

4. ANIMAL CONFINEMENT—IMPOUND TIME REQUIREMENTS

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

A. Lost or Stray Dogs

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

B. Quarantined Dogs

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

5. DISPOSITION

- A. SCAA may humanely dispose of, transfer to a new owner or any other no kill organization, any impounded animal not claimed by its owner or custodian within the prescribed holding period.
- B. Owners wishing to relinquish a dog shall contact SCAA for consideration in its adoption program or other disposition.
- C. Injured, sick, or diseased dogs will be medically cleared by a veterinarian or considered for humane disposition prior to being impounded in SCAA. Any veterinary expenses (up to \$100) incurred prior to impoundment will be the responsibility of the CITY (expenses over \$100 must have the prior approval of the Chief of Police). Newborns unable to feed themselves, injured, sick, or diseased dogs may be considered for humane disposition without regard to the prescribed holding period in order to alleviate suffering or to protect other impounded animals from exposure to a contagious disease. For these purposes, a disease, sickness, or injury is a condition causing great threat or harm to the animal or other animals, or causing unnecessary suffering or pain. Animals exhibiting disease or injury should be provided appropriate medical treatments, or in extreme cases, considered for other disposition.

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

6. IMPOUND AND LICENSE FEES

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

7. RECORD KEEPING

- A. SCAA shall maintain an accounting of all dogs received from CITY and all fees collected. Receipts shall be issued by SCAA for all fees received on behalf of CITY.
- B. SCAA shall maintain CITY records on a monthly basis and provide the CITY with copies on or before the 10th day of the following month. CITY reserves the right to review all records and conduct an audit. SCAA shall do a yearly inventory and supply CITY with a report of all dogs impounded at the shelter, due no later than October 31 of each year.

8. BILLINGS AND PAYMENTS

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

9. TERM

This Agreement will remain effective in one year installments beginning annually on October 1st, 2017, renewed automatically. Should one party wish to terminate the Agreement, the procedure shall be as outlined below in 10A and 10B of this Agreement.

10. TERMINATION

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

11. INSURANCE

SCAA agrees to obtain and keep in force during the term of this Agreement, a comprehensive general liability insurance policy in the minimum amount of \$1,000,000.00, which shall name and protect SCAA, all SCAA's employees, CITY and its officers, agents, and employees from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with SCAA's acts. SCAA shall provide proof of liability coverage with a new certificate yearly and require insurer to notify SCAA ten (10) days prior to cancellation of said policy.

12. INDEMNIFICATION

- A. To the fullest extent permitted by law, CITY and SCAA agree to save, indemnify, defend, and hold harmless each other from any and all liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or any injury or damage of any kind whatsoever, whether actual, alleged, or threatened, actual attorney's fees, court costs, interest, defense costs and expenses associated therewith, including the use of experts, and any other costs of any nature without restriction incurred in relation to, as a consequence of, or arising out of, the performance of this Agreement, and attributable to the fault of the other.

Following a determination of percentage of fault and/or liability by Agreement between the Parties or a court of competent jurisdiction, the Party responsible for liability to the other will indemnify the other Party to this Agreement for the percentage of liability determined as set forth in this section.

- B. When a CITY impounded dog becomes in the control of SCAA, SCAA waives, releases, and holds harmless the CITY against any and all claims of action resulting from or as a result of the dog delivered to SCAA.

13. SEVERABILITY

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

14. LAWS OF THE STATE OF IDAHO

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

15. TOTAL AGREEMENT

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

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

ENTITY:

CITY OF BONNERS FERRY

BY: _____
David Sims, Mayor

ATTEST:

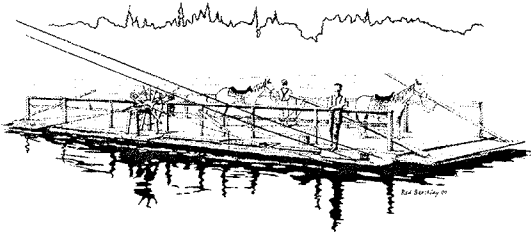
Kris Larson, Clerk

USER:

SECOND CHANCE ANIMAL ADOPTION

BY: _____

WITNESS:



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: November 2, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Street Department - Transportation Plan**

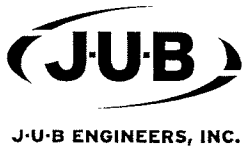
Attached is the second draft of the transportation plan scope and fee proposal from JUB Engineers. The Mayor and staff met with JUB to adjust the scope and fees to reflect something the City can afford.

JUB has reduced the fees from \$64,300 to \$50,000, which is the amount granted to the City by LHTAC. The fees were reduced because the City Planner and the City Mapper are able to take on some of the public involvement that was originally intended for JUB to complete. I recommend that the City Council approve the scope and fees, and authorize the Mayor to sign the contract proposed.

Please let me know if you have any questions.

Thank you,

Mike



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

J-U-B Project No.: 20-17-
J-U-B Project Manager: Jay Hassell

This Agreement entered into and effective this ___ day of ___ 20___, between City of Bonners Ferry, hereinafter referred to as the "CLIENT" and J-U-B ENGINEERS, Inc., an Idaho corporation, hereinafter referred to as "J-U-B".

WITNESSETH:

WHEREAS the CLIENT intends to: Develop a Transportation Master Plan for the City of Bonners Ferry hereinafter referred to as the "Project". The Services to be performed by J-U-B are hereinafter referred to as the "Services."

NOW, THEREFORE, the CLIENT and J-U-B, in consideration of their mutual covenants herein, agree as set forth below:

CLIENT INFORMATION AND RESPONSIBILITIES

The CLIENT will provide to J-U-B all criteria and full information as to CLIENT's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards, rules and laws which CLIENT or others will require to be included in the drawings and specifications, and upon which J-U-B can rely for completeness and accuracy.

The CLIENT will furnish to J-U-B all data, documents, and other items in CLIENT's possession, or reasonably obtainable by CLIENT, including, without limitation: 1) borings, probings and subsurface explorations, hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; 2) appropriate professional interpretations of all of the foregoing; 3) environmental assessment and impact statements; 4) surveys of record, property descriptions, zoning, deeds and other land use restrictions, rules and laws; and 5) other special data or consultations, all of which J-U-B may use and rely upon in performing Services under this Agreement.

The CLIENT will obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required by authorities, and provide all land, easements, rights-of-ways and access necessary for J-U-B's Services and the Project.

In addition, the CLIENT will furnish to J-U-B: Existing and collected roadway information and data, as outlined in Attachment 1.

PROJECT REPRESENTATIVES

The CLIENT and J-U-B hereby designate their authorized representatives to act on their behalf with respect to the Services and responsibilities under this Agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project and Services on behalf of their respective parties, except as expressly limited herein. These representatives are not authorized to alter or modify the TERMS AND CONDITIONS of this Agreement.

For the CLIENT:

1. Name Mike Klaus Work telephone 208 267 0357
Address City of Bonners Ferry Home/cell phone 208 946 9488
7232 Main Street FAX telephone
Bonners Ferry, ID 83805 E-mail address mklaus@bonnersferry.id.gov

For J-U-B:

1. Name Jay Hassell Work telephone 208 762 8787
Address J-U-B Engineers, Inc. Cell phone
7825 Meadowlark Way FAX telephone 208 762 9797
Coeur d'Alene, ID 83815 E-mail address ahassell@jub.com

In the event any changes are made to the authorized representatives or other information listed above, the CLIENT and J-U-B agree to furnish each other timely, written notice of such changes.

SERVICES TO BE PERFORMED BY J-U-B ("Services")

J-U-B will perform the Services described as follows (or as described in Attachment 1, if provided) in a manner consistent with the applicable standard of care: See ATTACHMENT 1 - CITY OF BONNERS FERRY - TRANSPORTATION MASTER PLAN – SCOPE OF SERVICES, SCHEDULE AND BASIS OF FEE.

J-U-B's services shall be limited to those expressly set forth above, and J-U-B shall have no other obligations, duties, or responsibilities for the Project except as provided in this Agreement.

SCHEDULE OF SERVICES TO BE PERFORMED

J-U-B will perform said Services in accordance with the following schedule (or as described in Attachment 1, if provided) in a manner consistent with the applicable standard of care: See Attachment 1.

This schedule shall be equitably adjusted as the Project progresses, allowing for changes in scope, character or size of the Project requested by the CLIENT or for delays or other causes beyond J-U-B's control.

BASIS OF FEE

The CLIENT will pay J-U-B for their Services at J-U-B's standard hourly rates and reimbursable expenses as follows (or as described otherwise in Attachment 1, if provided): See Attachment 1. A ten percent administrative fee will be applied to sub-consultant invoices.

- Yes *Management Reserve Fund.* If "YES", the CLIENT will establish a management reserve fund of \$_____ to provide the CLIENT's Authorized Representative the flexibility of authorizing additional funds to the Agreement for allowable unforeseen costs or paying J-U-B for Additional Services beyond those defined in this Agreement.
- No
- Yes *Retainer.* If "YES", the CLIENT will pay J-U-B a retainer of \$_____ prior to the Notice to Proceed. The retainer will be applied to the final billing(s) at the completion of the Services rendered under the Agreement.
- No

Other work that J-U-B performs in relation to the Project at the written request or acquiescence of the CLIENT, which are not defined as Services, shall be considered "Additional Services" and subject to the express terms and conditions of this Agreement. Unless otherwise agreed, the CLIENT will pay J-U-B for Additional Services on a time and materials basis. Resetting of survey and/or construction stakes shall constitute Additional Services.

File Folder Title: City of Bonners Ferry Transportation Master Plan

Remarks: _____

The Notice to Proceed, by the CLIENT, verbal or written, or execution of the Agreement shall constitute acceptance of the terms of this Agreement. THE TERMS AND CONDITIONS ON PAGES 3 AND 4, INCLUDING RISK ALLOCATION, ARE PART OF THIS AGREEMENT. THE CLIENT AGREES TO SAID TERMS AND CONDITIONS FOR ALL SERVICES AND ADDITIONAL SERVICES. Special Provisions that modify these TERMS AND CONDITIONS, if any, are included in Attachment 2. All other modifications to these terms and conditions must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written. These parties represent and acknowledge that they have authority to execute this Agreement.

CLIENT:
City of Bonners Ferry

NAME
7232 Main Street

STREET
Bonners Ferry ID 83805

CITY / STATE / ZIP CODE

BY (Signature)
David Sims, Mayor

NAME / TITLE

BY (Signature)

ADDITIONAL NAME / TITLE

J-U-B ENGINEERS, Inc.:
7825 Meadowlark Way

STREET
Coeur d'Alene, ID 83815

CITY / STATE / ZIP CODE

BY (Signature)

A. Jay Hassell, P.E., Area Transportation Manager

NAME / TITLE

Applicable Attachments or Exhibits to this Agreement are indicated as marked.

- Attachment 1 – Scope of Services and/or Schedule and/or Basis of Fee
- Attachment 2 – Special Provisions
- Standard Exhibit A – Construction Phase Services

REV: 1/15

DISTRIBUTION: Accounting; Project File; CLIENT

J-U-B ENGINEERS, Inc. TERMS AND CONDITIONS

GENERAL

All J-U-B Services shall be covered by this Agreement. The Services will be performed in accordance with the care and skill ordinarily used by members of the subject profession practicing under like circumstances at the same time and in the same locality. **J-U-B MAKES NO WARRANTY EITHER EXPRESS OR IMPLIED ON BEHALF OF IT OR OTHERS.** Nothing herein shall create a fiduciary duty between the parties.

The CLIENT acknowledges and agrees that requirements governing the Project may be ambiguous and otherwise subject to various and possibly contradictory interpretations and J-U-B is, therefore, only responsible to use its reasonable professional efforts and judgment to interpret such requirements. Accordingly, CLIENT should prepare and plan for clarifications or modifications which may impact both the cost and schedule of the Project.

J-U-B shall not be responsible for acts or omissions of any other party involved in the Project, including but not limited to the following: the failure of CLIENT or a third party to follow J-U-B's recommendations; the means, methods, techniques, sequences or procedures of construction; safety programs and precautions selected by third parties; compliance by CLIENT or third parties with laws, rules, regulations, ordinances, codes, orders or authority; and delays caused by CLIENT or third parties. CLIENT, therefore, releases and shall indemnify, defend and hold J-U-B harmless from the acts, errors, or omissions of CLIENT or third parties involved in the Project.

J-U-B shall not be required to execute any documents, no matter by whom requested, that would result in J-U-B's having to certify, guarantee or warrant the existence of conditions. CLIENT acknowledges that subsurface conditions can vary widely between adjacent samples and test points, and therefore J-U-B makes no warranty or other representation regarding soil investigations and characterization of subsurface conditions for the Project.

Any sales tax or other tax on the Services rendered under this Agreement, and additional costs due to changes in regulation, shall be paid by the CLIENT.

REUSE OF DOCUMENTS

Documents that may be relied upon by CLIENT as instruments of service under this Agreement are limited to the printed copies (also known as hard copies) that are signed or sealed by J-U-B (including non-vector PDF facsimiles thereof). All printed materials or other communication or information ("Documents") that may be prepared or furnished by J-U-B pursuant to this Agreement are instruments of service with respect to the Project. J-U-B grants CLIENT a limited license to use the Documents on the Project subject to receipt by J-U-B of full payment for all Services related to preparation of the Documents.

Although CLIENT may make and retain copies of Documents for reference, J-U-B shall retain all common law, statutory and other reserved rights, including the copyright thereto, and the same shall not be reused on this Project or any other Project without J-U-B's prior written consent. Submission or distribution of Documents to meet regulatory or permitting requirements, or for similar purposes, in connection with the Project, including but not limited to distribution to contractors or subcontractors for the performance of their work, is not to be construed as publication adversely affecting the reserved rights of J-U-B.

Any reuse without written consent by J-U-B, or without verification or adoption by J-U-B for the specific purpose intended by the reuse, will be at CLIENT's sole risk and without liability or legal exposure to J-U-B. The CLIENT shall release, defend, indemnify, and hold J-U-B harmless from any claims, damages, actions or causes of action, losses, and expenses, including reasonable attorneys' and expert fees, arising out of or resulting from such reuse.

CONSTRUCTION PHASE SERVICES

It is understood and agreed that J-U-B does not have control over, and neither the professional activities of J-U-B nor the presence of J-U-B at the Project Site shall give, J-U-B control over contractor(s) work nor shall J-U-B have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work of the contractor(s) or for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractor(s) furnishing and performing their work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does

not guarantee or warrant the performance of the construction contracts by contractor(s), nor assume responsibility of contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

The CLIENT agrees that the general contractor shall be solely responsible for jobsite safety, and CLIENT agrees that this intent shall be set forth in the CLIENT's contract with the general contractor. The CLIENT also agrees that the CLIENT, J-U-B, and J-U-B's subconsultants shall be indemnified by the general contractor in the event of general contractor's failure to assure jobsite safety and shall be made additional insureds under the general contractor's policies of general liability insurance.

If **Standard Exhibit A – Construction Phase Services** is attached, the additional terms contained therein apply to this Agreement.

OPINIONS OF COST AND PROJECT FINANCIAL INFORMATION

CLIENT understands that J-U-B has no control over the cost of labor, materials, equipment or services furnished by others, the contractor(s)' methods of determining prices, nor bidding or market conditions. J-U-B's opinions of probable Project costs and construction, if any, are to be made on the basis of J-U-B's experience, and represent J-U-B's best judgment as a professional engineer, familiar with the construction industry.

CLIENT understands and acknowledges that J-U-B cannot and does not guarantee that proposals, bids or actual Project or construction costs will not vary from opinions of probable cost prepared by J-U-B. J-U-B's Services to modify the Project to bring the construction costs within any limitation established by the CLIENT will be considered Additional Services and paid for as such by the CLIENT in accordance with the terms herein.

CLIENT agrees that J-U-B is not acting as a financial advisor to the CLIENT and does not owe CLIENT or any third party a fiduciary duty pursuant to Section 15B of the Exchange Act with respect to J-U-B's professional Services. J-U-B will not give advice or make specific recommendations regarding municipal securities or investments and is therefore exempt from registration with the SEC under the municipal advisors rule. CLIENT agrees to retain a registered financial municipal advisor as appropriate for Project financing and implementation.

TIMES OF PAYMENTS

J-U-B shall submit monthly statements for Services rendered and for expenses incurred, which statements are due on presentation. CLIENT shall make prompt monthly payments. If CLIENT fails to make any payment in full within thirty (30) days after receipt of J-U-B's statement, the amounts due J-U-B will accrue interest at the rate of 1% per month from said thirtieth day or at the maximum interest rate allowed by law, whichever is less.

If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, J-U-B may suspend performance of Services upon five (5) days' notice to the CLIENT. J-U-B shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such suspension caused by any breach of the Agreement by the CLIENT. Upon cure of breach or payment in full by the CLIENT within thirty (30) days of the date breach occurred or payment is due, J-U-B shall resume Services under the Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension, plus any other reasonable time and expense necessary for J-U-B to resume performance. If the CLIENT fails to make payment as provided herein and cure any other breach of this Agreement within thirty (30) days after suspension of Services, such failure shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by J-U-B.

CLIENT shall promptly review J-U-B's invoices and shall notify J-U-B in writing of any dispute with said invoice, or portion thereof, within thirty (30) days of receipt. Failure to provide notice to J-U-B of any dispute as required herein shall constitute a waiver of any such dispute. CLIENT shall pay all undisputed portions of such invoice as required by this Agreement. Client shall not withhold any payment or portion thereof as an offset to any current or prospective claim.

TERMINATION

The obligation to provide further Services under the Agreement may be terminated by either party upon thirty (30) days' written notice. If this Agreement is terminated by either party, J-U-B will be paid for Services and Additional Services rendered and for expenses incurred. In addition to any other remedies at law or equity, if the Agreement is terminated by the CLIENT for reasons other than J-U-B's material breach of this Agreement, or is terminated by J-U-B for CLIENT's material breach of this Agreement, J-U-B shall be paid a termination fee which shall include: the cost and expense J-U-B incurs in withdrawing its labor and resources from the Project, the costs and expense incurred by J-U-B to obtain and engage in a new Project with the labor and resources withdrawn from the Project, and the lost profit on the remainder of the work.

RISK ALLOCATION

In recognition and equitable allocation of relative risks and benefits of the Project, CLIENT limits the total aggregate liability of J-U-B and its employees and consultants, whether in tort or in contract, for any cause of action, as follows: 1) for insured liabilities, to the amount of insurance then available to fund any settlement, award, or verdict, or 2) if no such insurance coverage is held or available with respect to the cause of action, twenty-five thousand dollars (\$25,000.00) or one hundred percent (100%) of the fee paid to J-U-B under this Agreement, whichever is less. J-U-B shall provide certificates evidencing insurance coverage at the request of the CLIENT. For purposes of this section, attorney fees, expert fees and other costs incurred by J-U-B, its employees, consultants, insurance carriers in the defense of such claim shall be included in calculating the total aggregate liability.

The CLIENT agrees that J-U-B is not responsible for damages arising directly or indirectly from any delays for causes beyond J-U-B's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by the CLIENT or the CLIENT's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by J-U-B to perform its Services in an orderly and efficient manner, J-U-B shall be entitled to an equitable adjustment in schedule and compensation.

Notwithstanding any other provision contained within this Agreement, nothing shall be construed so as to void, vitiate, or adversely affect any insurance coverage held by either party to this Agreement. The CLIENT further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, or employee of J-U-B shall have personal liability under this Agreement, or for any matter in connection with the professional services provided in connection with the Project.

Neither CLIENT nor J-U-B shall be responsible for incidental, indirect, or consequential damages.

HAZARDOUS WASTE, ASBESTOS, AND TOXIC MATERIALS

The CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless J-U-B, its officers, employees, successors, partners, heirs and assigns (collectively, J-U-B) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project location, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of J-U-B.

RIGHT OF ENTRY

The CLIENT shall provide J-U-B adequate and timely access to all property reasonably necessary to the performance of J-U-B and its subconsultant's services. The CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which, or compensation for, is expressly disclaimed by J-U-B. Any such costs incurred are CLIENT's sole responsibility.

MEDIATION BEFORE LITIGATION

Any and all disputes arising out of or related to the Agreement, except for the payment of J-U-B's fees, shall be submitted to nonbinding mediation before a mutually-acceptable mediator as a condition precedent to litigation or other binding adjudicative procedure unless the parties

mutually agree otherwise. The CLIENT further agrees to include a similar mediation provision in all agreements with independent contractors, consultants, subcontractors, subconsultants, suppliers and fabricators on the Project, thereby providing for mediation as the primary method for dispute resolution among all the parties involved in the Project. In the event the parties are unable to agree on a mediator, said mediator shall be appointed by a court of competent jurisdiction or, if not possible, the American Arbitration Association. If a dispute relates to, or is the subject of a lien arising out of J-U-B's Services, J-U-B or its subconsultants may proceed in accordance with applicable law to comply with the lien notice and filing deadlines prior to submission of the matter by mediation.

LIMITATION PERIODS

For statutes of limitation or repose purposes, any and all CLIENT claims shall be deemed to have accrued no later than the date of substantial completion of J-U-B's Services.

LEGAL FEES

For any action arising out of or relating to this Agreement, the Services, or the Project, each party shall bear its own attorneys fees and costs.

SURVIVAL

All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

EXTENT OF AGREEMENT

In entering into this Agreement, neither party has relied upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of the other party except for those expressly contained in this Agreement. CLIENT shall include a similar provision in its contracts with any contractor, subcontractor, or consultant stating that any such contractor, subcontractor, or consultant is not relying upon any statement, estimate, forecast, projection, representation, warranty, action, or agreement of J-U-B when entering into its agreement with CLIENT.

This Agreement represents the entire and integrated agreement between the CLIENT and J-U-B and supersedes all prior negotiations, representations or agreements, either written or oral. The Agreement may be amended only by written instrument signed by both CLIENT and J-U-B.

In the event any provision herein or portion thereof is invalid or unenforceable, the remaining provisions shall remain valid and enforceable. Waiver or a breach of any provision is not a waiver of a subsequent breach of the same of any other provision.

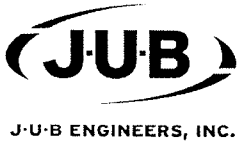
SUCCESSORS AND ASSIGNS

Neither party shall assign, sublet, or transfer any rights or interest (including, without limitation, moneys that are due or may become due) or claims under this Agreement without the prior, express, written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated in any written consent to an assignment, no assignment will release the assignor from any obligations under this Agreement.

No third party beneficiary rights are intended or created under this Agreement, nor does this Agreement create any cause of action in favor of any third party hereto. J-U-B's Services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against J-U-B because of this Agreement or the performance or nonperformance of Services hereunder. In the event of such third party claim, CLIENT agrees to indemnify and hold J-U-B harmless from the same. The CLIENT agrees to require a similar provision in all contracts with contractors, subcontractors, consultants, vendors and other entities involved in the Project to carry out the intent of this provision to make express to third parties that they are not third party beneficiaries.

CONTROLLING LAW, JURISDICTION, AND VENUE

This Agreement shall be interpreted and enforced in and according to the laws of the state in which the Project is primarily located. Venue of any dispute resolution process arising out of or related to this Agreement shall be in the state in which the Project is primarily located and subject to the exclusive jurisdiction of said state.



J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES
CITY OF BONNERS FERRY – TRANSPORTATION MASTER PLAN

Attachment 1 – Scope of Services, Schedule and Basis of Fee

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and Basis of Fee:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

PROJECT DESCRIPTION

The City of Bonners Ferry (City) has received funding from the Local Rural Highway Investment Program (LRHIP) through the Local Highway Technical Assistance Council (LHTAC) to develop a local Transportation Master Plan. The City's current 2008 Transportation Master Plan is now outdated based on recent studies by New Mobility West (NMW) regarding the US-95 corridor and based on on-going widening and reconstruction of US-95. The plan update needs to include broad public outreach, as well as pavement and sign management elements.

In addition to the Transportation Master Plan, the City is currently undergoing the development of a comprehensive plan, and is also considering a wayfinding, branding and bike/pedestrian plan, through separate consultant(s) pending available grant funding.

J-U-B will guide the Transportation Master Plan process, explain technical data, and provide decision-making tools to promote community ownership of the vision, goals and policies developed for the delivery of a Transportation Master Plan, while considering other ongoing planning efforts and relying on the City for data gathering efforts and public communication. Transportation Master Plan

SCOPE OF SERVICES

J-U-B's Services under this Agreement are as follows:

Task 1 – Project Management, Administration, and Closeout

- 1A. Project Milestone Updates:** J-U-B will provide project milestone updates to staff, the Mayor and City Council as needed throughout the course of the project. It is anticipated that these updates will be in a brief written summary and included in monthly invoices.
- 1B. Kick-off meeting:** J-U-B will attend a kick-off meeting with city staff, public works staff, and others as defined by the city to discuss stakeholders, Advisory Group, project process and schedule.
- 1C. LHTAC Closeout:** J-U-B will prepare and transmit a copy of the final Transportation Master Plan and LHTAC Project Documentation Summary form to LHTAC.

Task 1 Deliverable:

- Electronic copy of the LHTAC Project Documentation Summary - Closeout document

Task 2 – Public Involvement and Interactive Comment Map

- 2A. Stakeholder Interviews:** J-U-B will facilitate and conduct up to six 6 stakeholder interviews; the City will facilitate and conduct a minimum of 6 additional stakeholder interviews using the same questioning format, as provided by J-U-B. Potential stakeholders include: School District representatives, ITD, County representatives, local advocacy groups, businesses, and residents. J-U-B will prepare a database of all contacts with a record of the comments. J-U-B will prepare a summary document of the interviews.
- 2B. Community Survey/Public Input:** The City will collect public survey information with assistance from J-U-B as defined below. J-U-B will work with staff to develop questions and the City will be responsible to distribute the survey to the community. The City will provide public comment information to J-U-B for evaluation and summary to include in the Plan.
- 2C. Public Workshop:** J-U-B will work with City staff to facilitate a public workshop. J-U-B will provide a news release and up to 3 displays, large maps and comment cards for City use. City staff will be responsible for public outreach associated with the public workshop.
- 2D. Prepare for and attend two Technical Advisory Committee (TAC) meetings:** J-U-B will work with City staff to organize and hold two TAC meetings; the first to review and discuss public input and stakeholder interviews. The first meeting will be used to develop a “Top Five” transportation projects list and provide relevant details to be included in the Capital Improvement Program (CIP). The TAC will also provide input on existing and future destinations (parks, pathways, connectivity) and road maintenance goals to be included in the Transportation Master Plan. A second TAC meeting will be held closer to the plan’s conclusion to review and refine the proposed CIP list.

Task 2 Deliverables to be included in the Transportation Master Plan documents:

- Documentation of public survey results
- Documentation of public workshop
- Public workshop meeting materials and displays
- Documentation of Technical Advisory Group meetings

Task 3 – Coordination of Existing System and Future Plans

- 3A. Identify and assemble existing plans, reports and records:** J-U-B will request existing Transportation Master Plan documents, relevant ordinances, proposed development plans, and comprehensive planning components from the city and pertinent agencies including ITD and Boundary County. J-U-B will prepare a summary of information received by agencies to be considered for integration with the Transportation Master Plan.
- 3B. Assemble and evaluate traffic information:** Existing traffic volume data (if available) will be analyzed by J-U-B. In addition, based on City, stakeholder and TAC input, J-U-B and the

City will identify locations where the City can count traffic and turning movements to support further analysis. Determination of the locations of the intersections to be evaluated will be based on public input and input from City staff. Additional field data collection will be performed by the City.

- 3C. Review and evaluate traffic safety:** J-U-B will collect and evaluate the crash information available from LHTAC and local emergency service providers. J-U-B will analyze key crash areas and will provide remediation recommendations as appropriate. In addition, J-U-B will evaluate areas of concern identified by the community relating to intersection/road geometry and sight distance. This information will be summarized and included in the Transportation Master Plan. Field surveys are not anticipated nor included in this scope of work.
- 3D. Roadway Design Standards:** J-U-B will work with city staff to develop up to 4 typical sections for roadway design to be included in the plan. J-U-B will anticipate an initial review by the city, revisions by J-U-B and publishing a final draft for the draft Transportation Master Plan. A final revision for the final Transportation Master Plan is anticipated.
- 3E. Other modes of transportation inventory:** J-U-B will identify and analyze other modes of transportation facilities and services in Bonners Ferry; anticipated to include transit, public transportation, bicycle and pedestrian facilities, trails, surrounding airport facilities, freight and truck traffic, and railroad. This information will be summarized and included in the Transportation Master Plan.
- 3F. Connectivity Map:** J-U-B will prepare a map showing key destinations (existing and future parks, schools, etc.) and facilities that are located inside city limits, within the city's area of impact. The map will identify connections and facility types for existing and future roads, sidewalks and trails. This map will reflect input received during public planning process.
- 3G. Review functional classification:** J-U-B will identify existing roadway classifications (using Federal Highway Administration guidelines) within transportation study area. J-U-B will evaluate these classifications and will identify roads that may need to be reclassified as collectors and/or arterials to coincide with future growth areas.
 - It's essential that the City can provide traffic volume data when needed for some types of classifications.

Task 3 Deliverables:

- GIS map – Existing Traffic Information at key intersections (ADT, AADT, and/or peak hour counts as provided under this scope or made available by the city)
- Matrix of existing plans and relevancy to the Transportation Master Plan
- GIS map – Crash Locations
- GIS map – Connectivity Map
- GIS map – Existing and Proposed Roadway Functional Classification

Task 4 – Land Use and Growth Impacts

- 4A. Prepare existing and historical land use/population analysis:** J-U-B will reference statistical data provided by the US Census Bureau, Idaho Department of Labor, and the City of Bonners Ferry Zoning map to evaluate population demographics, household income, property values, employment characteristics/locations, etc. This information will be documented and analyzed in the Transportation Master Plan.

- 4B. Prepare future land use/population estimates – 20 years:** J-U-B will reference the City of Bonners Ferry Current Zoning Map and Future Land Use Map, proposed development plans and future growth areas provided by the City to develop future population forecasts that will be based on historical trends, current and past residential/commercial building activity, and known/approved developments. A summary of the anticipated future population will be included within the Transportation Master Plan.
- 4C. Develop 20 year traffic forecasts:** J-U-B will develop 20-year traffic forecasts at the roads/intersections evaluated – see scope of work item 3C.

Task 4 Deliverable:

- GIS map – 20-year traffic forecasts

Task 5 – Pavement and Sign Management

- 5A. Evaluate existing city pavement and sign management practice, budget & technical data:** J-U-B will review existing pavement and sign condition data and determine completeness. J-U-B will coordinate with staff to identify the City's existing pavement and sign management methodology and budgeting methods in order to report the City's existing pavement management strategy.
- 5B. Recommendation for future methodology improvements:** J-U-B will evaluate the asset inventory and methodology reported by the City through subtask 5A and prepare recommendations for future methodology improvements in the Transportation Master Plan.

Task 5 Deliverables:

- GIS maps, spreadsheets or documents provided by City showing existing pavement condition, drainage facilities & bridges (as defined by city staff), signs, and remaining service life. Recommendations by J-U-B will be included in the report.

Task 6 – Capital Improvement Program

- 6A. Define goals and objectives for Capital Improvement Projects (CIP):** J-U-B will summarize the goals and objectives that were developed by the community throughout the public involvement process.
- 6B. Develop CIP project priority list:** J-U-B will create a list of up to five (5) CIP projects and prepare estimated opinions of construction cost estimates and potential funding sources as identified in subtasks 6C and 6D. These projects will be based on input received during the public involvement process and will be developed in coordination with the City and TAC.
- 6C. Prepare planning cost estimates:** J-U-B will prepare planning level cost estimates for the short-term CIP projects.
- 6D. Prepare funding source list:** J-U-B will identify grants and other funding sources that may be applicable in funding the CIP projects.
- 6E. Prepare implementation action item list:** J-U-B will prepare a list of action items to be completed by the City and/or members of the community to implement the Transportation Master Plan. For example, the proposed functional classification map might need to be submitted to ITD for a change request and consideration for approval, maintenance crews

may need to attend training to qualify for funding, a resolution may need to be passed or ongoing multi-jurisdiction coordination may need to continue.

Task 6 Deliverables to be included in the Transportation Master Plan documents:

- GIS map – CIP projects
- Implementation action item list

Task 7 –Transportation Master Plan Document and Adoption Process

- 7A. Draft Transportation Master Plan:** J-U-B will assemble a draft Transportation Master Plan with all attachments and maps and will provide 1 electronic copy to city staff to distribute to the Planning and Zoning Commission, City Council, and TAC to review and comment. J-U-B will provide a copy for display at city hall that seeks input from the public. J-U-B will prepare a newsletter seeking additional public input for a 30-day comment period.
- 7B. Final Draft Transportation Master Plan:** Based on the results of 7A, J-U-B will coordinate comments and make modifications responding to city staff, the Planning and Zoning Commission and the City Council and will develop a final draft. The final draft will go to the TAC if applicable to resolve issues and to reach consensus prior to beginning the adoption process.
- 7C. Final Transportation Master Plan / Adoption Process:** Based on the results of 7B, J-U-B will produce a final Transportation Master Plan document. J-U-B will provide an electronic copy of the final Transportation Master Plan for the Planning and Zoning Commission and City Council to review and approve.

Task 7 Deliverables:

- Draft Transportation Master Plan
- Final Draft Transportation Master Plan
- Final Transportation Master Plan (2 hard copies, 2 electronic copies—PDF format)
- Electronic GIS shape files

Task 8 – Material Items

The project materials and mileage costs are presented in the following table:

Task Number	Item	Amount
8A	Informational Meetings – displays and necessities	\$240.00
8B	Copies of Transportation Master Plan Document	\$200.00
8C	Travel (150 miles @ \$.55, Assumes 8 trips total)	\$660.00
	Total	\$1,100.00

Assumptions, limitations and responsibilities reflected in the above scope of work:

- **Public Involvement, Noticing and Adoption Process:**
 - The City will develop and execute a public comment survey in advance of the public open house. Following the open house, the City will provide results from the public survey to J-U-B for inclusion in the Plan.
 - The cost of postage, printing and distribution of public events and related meeting fliers will be the responsibility of the City.

- It is the City's responsibility to provide all required noticing for public meetings and arrange for meeting space.
- City will organize and invite members of the community to participate in the Advisory Group to provide input to the Transportation Master Plan.
- **GIS/Shape files/Electronic files:**
 - J-U-B will use existing or prepare GIS mapping files as specifically identified in this scope of work. Further requested mapping will be negotiated as a supplemental scope of services.
 - This scope of work assumes one review and revision process for GIS maps.
 - J-U-B will provide all final GIS shape files to the City.
 - J-U-B will coordinate with Boundary County (County) and the Idaho Transportation Department (ITD) as part of the planning process.
- **Asset Database/Software:**
 - J-U-B will work with the City to review their asset database and document their pavement and sign rating procedures. The City will then be responsible for performing asset assessment and rating updates as needed for pavements and signs.
 - No asset management software will be provided.

END OF SCOPE

SCHEDULE OF SERVICES

Predicated upon timely receipt of CLIENT-provided information, typical review periods, and active direction during work, J-U-B anticipates the following schedule for the Services listed:

Task Number	Task Name	Task Begin	Task End
1	Project Management, Administration, & Closeout	November 2017	Ongoing
2	Public Involvement	November 2017	June 2018
3	Coordination of Existing System and Future Plans	November 2017	June 2018
4	Land Use and Growth Impacts	November 2017	June 2018
5	Pavement and Sign Management Plan	December 2017	May 2018
6	Capital Improvement Plan	December 2017	Sept. 2018
7	Transportation Master Plan Document & Adoption	February 2017	Oct. 2018
8	Materials (see detail in Task 8)	October 2017	Ongoing

BASIS OF FEE

J-U-B's Basis of Fee for the Services listed in the Agreement is as follows:

Task Number	Task Name
1	Project Management, Administration, and Closeout
2	Public Involvement
3	Coordination of Existing System and Future Plans
4	Land Use and Growth Impacts
5	Pavement and Sign Management Plan
6	Capital Improvement Plan
7	Transportation Master Plan Document & Adoption
8	Materials (see detail in Task 8)
Lump Sum Total - \$50,000	



J-U-B ENGINEERS, INC.

J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES

Attachment 2 – Special Provisions

The TERMS AND CONDITIONS of the Agreement for Professional Services are amended to include the following Special Provisions:

For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services,' executed between J-U-B and CLIENT to which this exhibit and any other exhibits have been attached.

SPECIAL PROVISIONS

1. INSURANCE: J-U-B agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$ 1,000,000 which shall name and protect J-U-B, all J-U-B employees, BONNERS FERRY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the J-U-B acts. J-U-B shall provide proof of liability coverage as set forth above to BONNERS FERRY prior to commencing its performance as herein provided, and said require insurer to notify BONNERS FERRY ten (10) days prior to cancellation of said policy.

END OF SPECIAL PROVISIONS

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between the CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and KENDALL DEATON, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work on an as-needed basis: Power line tree trimming which includes providing a three man crew, chipper, and aerial lift.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications. Specifications and scope of work will be provided to CONTRACTOR at the time of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** The parties agree that CONTRACTOR will work at various times as directed by the City from November 1, 2017, and continue until December 31, 2018, unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as per the rates agreed to below:

- The sum of \$167.00 per hour for the bucket truck, one arborist and one groundsman.
- The sum of \$27.00 per hour for the chipper truck and chipper (equipment cost only)
- The sum of \$40.00 per man hour for chipper crew, typically three men.
- The sum of \$40.00 per man hour for a ground crew.
- The sum of \$67.00 per man hour for climbers.

These rates shall include all equipment and supplies needed to fulfill work.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

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

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 2017.

ENTITY:

CITY OF BONNERS FERRY

By: _____
David Sims, Mayor

ATTEST:

Kris Larson, Clerk

CONTRACTOR:

By: _____
Kendall Deaton

Its: _____
Owner

WITNESS:

Attachment 1

Deaton's 2017 Rate Sheet

Deaton's

1795 Pleasant Valley Loop

Naples, ID. 83847

(208) 304-2556

e-mail: deatonstrees@yahoo.com

Bucket Truck with Two Men \$167/ hrs. worked
(one arborist & one groundsman)

Chipper Truck & Chipper \$27/hr.
(for equip.) \$40/man hr.
(normal crew is three men)

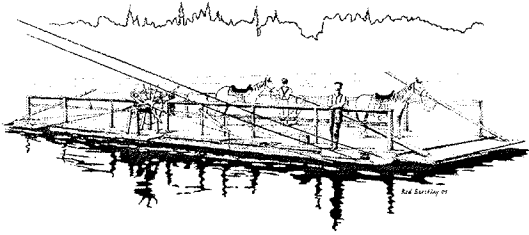
Ground Crew \$40/man hr.

Climbers \$67/man hr.

These charges include all equipment and supplies needed to fulfill our part of the work. There may be a move in fee for any move over 50 miles.

Kendall Deaton

208.304.2556



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: November 3, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Sewer Department - Golden St. Slide Repairs**

The slide area above highway 95 and below Golden St. has not yet been repaired this year. I talked with Wink Inc about completing the repairs this last summer and found that they would be busy until late fall. They are now available, and I would like to move forward a contract to complete the work necessary to protect the sewer main in Golden St.

I do not have an estimate yet for the project, but should have one before the Council meeting on November 7th. I have attached the contract intended for this work with this memo. I will provide you with the proposal from Wink Inc at the Council meeting, which will include the not-to-exceed cost.

Please call me with any questions.

Thank you,

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Wink Inc, 290-1378 herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Complete repairs to Golden St., as directed by the City. Work to include excavation, rock placement, gabion installation and other work associated with slope repair. CONTRACTOR to provide all labor, equipment, and materials required for the project, except for the gabion baskets, which will be provided by the City.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall commence work on the project by November 8th, 2017 and complete the project by November 30, 2017.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

Total not to exceed _____. See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

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

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

_____ CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By _____
(Name)

By _____
David Sims, MAYOR

Its _____
(Title or Office)

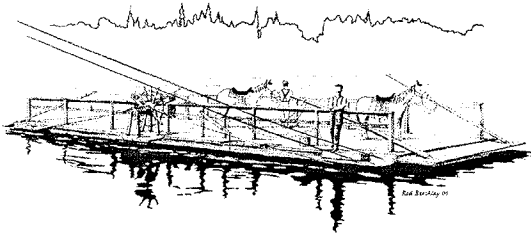
ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: November 3, 2017
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: **Electric Department - Unit #4 Repairs**

In September of this year Riverside Inc. removed the rotor and stator from Unit #4 to clean and re-coat both items. Riverside contacted me this week to let me know that the stator is reconditioned and ready to reinstall. However, the rotor appears to have winding problems. Based on the information provided by Riverside on the condition of the rotor, I have asked Craig Ripplinger, P.E., to travel to Riverside's machine shop to inspect the rotor windings, on behalf of the City.

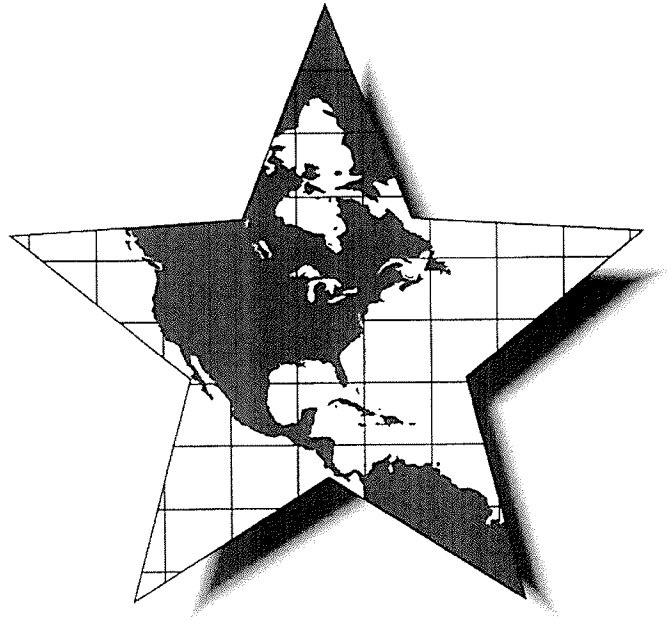
Craig is scheduled to make the trip on November 6, so that he can provide his assessment prior to the Council meeting on November 7th. If the repairs are required, I will likely ask the Council for approval to spend up \$50,000 to re-wind the rotor for Unit 4. I look forward to providing Council with the latest information on November 7th, and moving forward with any required repairs.

Please let me know if you have any questions.

Thank you,

Mike

Proposal for
Bonners Ferry Police Department



***NORTHERN STATES SECURITY
& INVESTIGATIONS, Inc.***

“SECURITY YOU CAN COUNT ON SINCE 1994 ”

Submitted November 2, 2017



Northern States Security & Investigations Inc.

PO Box 2615 Hayden, Idaho 83835
(208) 762 - 7422 / Fax (208) 762 - 8031

November 2, 2017

To: Chief Vic Watson

Re: Security and transport services

Chief Watson,

Thank you for the opportunity to submit this proposal regarding providing services for the Bonners Ferry Police department. Northern States Security and Investigation is a law enforcement owned professional firm. We have been providing services for our clients in Idaho, Montana, Washington, California, and Nevada since 1994. The owner of Northern States currently serves as a Deputy Sheriff and Deputy Coroner for the Mineral County Sheriffs Office, and has been with that department since 2004.

We currently provide detention watch, and secure transport services for 9 other Idaho counties and municipalities. In the small departments it puts a huge strain on the resources of the city or county when a mental hold or transport becomes necessary. The departments we currently provide services for in multiple states have told us over and over again what a load it takes off of their staff and budget when call us out to assist. This allows them to keep local law enforcement coverage on the streets of the community they serve where it belongs, and not in a hospital room, or worse yet, hundreds of miles out of the county on a transport.

The best part for a small department is usually the cost savings. Almost inevitably your officers are likely on overtime when providing the afore mentioned services for their county or city. If you were to call us out, there is NEVER an overtime charge. We provide you with a "per hour" and "mileage" cost of services. Scheduling is our responsibility and you would never be charged anything above that regardless of



Northern States Security & Investigations Inc.

PO Box 2615 Hayden, Idaho 83835
(208) 762 - 7422 / Fax (208) 762 - 8031

days or hours of coverage needed. The one exception being major holidays, which are billed at time and a half.

All Patrol vehicles are Police package Chevy Impala, Dodge Charger, and Ford Interceptors fully equipped with 2 way radios, emergency equipment, and prisoner partitions. All Officers can respond in full uniform or plain clothes as requested by the department and or the hospital.

The following is a cost of services breakdown:

We charge \$18.00 per hour per Officer. Vehicle mileage is billed at .44 cents per mile. Again there are no other hidden costs or administrative fees. We do have a 4-hour minimum in the event we are cancelled while enroute to a call out.

Please let me know if there are any other questions I can answer. I would be more than happy to attend any City Council meetings to answer any questions as well. We wish Bonners Ferry Police Department the best in all your future endeavors.

Sincerely,

A handwritten signature in cursive script, appearing to read 'JBettis'.

Joseph Bettis

President/Owner

Northern States Security & Investigation, Inc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Shoppe PO Box 1239 Post Falls ID 83877		CONTACT NAME: Sally Hart PHONE (AG No. Ext.): (208) 773-7531 FAX (AG No.): (866) 800-5014 E-MAIL ADDRESS: sallyh@inshoppe.com																						
INSURED Northern States Security & Investigations, Inc. DBA: Watchguard Security Services 9407 N Government Way Hayden ID 83835		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Nautilus Insurance Company</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td>ID State Insurance Fund</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company		INSURER B:	ID State Insurance Fund		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES **CERTIFICATE NUMBER:** CL126401422 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		AN676027	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
AUTOMOBILE LIABILITY						PRODUCTS - COMPIOP AGG \$ 2,000,000
<input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS						PROFESSIONAL LIABILITY \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		AN029020	05/26/2017	05/26/2018	COMBINED SINGLE LIMIT (Ea occurrence) \$
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR				BODILY INJURY (Per person) \$
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		654240	05/26/2017	05/26/2018	EACH OCCURRENCE \$ 2,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				AGGREGATE \$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER Insured File Copy	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Sally Hart/SALLY <i>Sally Hart</i>

Mayor's Exceptional Worker Incentive Program

Purpose:

To recognize and monetarily reward one city employee each year for duty performance which far exceeds job description requirements and whose performance, demeanor and "can-do" attitude provides an example for all city employees to emulate.

Nominations:

Each year, on or about 1 October, each department head, the City Clerk, and the City Manager will submit one individual's name to the City Clerk. These nominees may be any city employee, i.e. nominators are not restricted to individuals in their department or chain of command. Nominees must be full time employees (n/a fire dept., part time, or summer hires). Nominations will be based on that calendar year's performance. If all nominating parties should submit the same name, that individual will receive automatic selection and the election vote will be waived.

Selection:

The city clerk will list, alphabetically, all nominees and post the list for five working days for all ^{Full-time} city employees to vote. Individuals who receive multiple nominations will be placed on the voting list only once. Each city employee will write their choice and place it in a container in the care of the City Clerk. A roster will be used to insure all are afforded the opportunity to vote. The City Clerk will tally the votes. If a tie, the City Council will vote. If that results in a tie, the mayor will cast the deciding vote. All voting and results will be confidential.

The Award:

The winner will be awarded \$619.99. The mayor will announce the winner and present the check to the "Exceptional Worker" at the annual City Christmas Dinner party. An employee may not receive the award for more than 2 consecutive years. However, there is no limit to the total number of times an individual may receive the award.

Kris Larson
1869 Holmes Road
Bonners Ferry, ID 83805

November 3, 2017


Mayor David Sims and City Council Members
P. O. Box 149
Bonners Ferry, ID 83805

Dear Mayor Sims and City Council:

I have appreciated working for the City of Bonners Ferry and thank you for the opportunities afforded me over the years. I am planning to retire as of March 2, 2018.

I truly value the good friendships that I share with my current and former coworkers and wish the best for everyone. The City of Bonners Ferry is a wonderful place to work.

Sincerely,


Kris Larson

**Cleanup Week in the City of Bonners Ferry
November 6 through November 13, 2017**

The City Street Department will pick up yard waste from the front curb side of residences and businesses during the week of November 6 through November 13, 2017. Bundled branches and limbs, bagged grass, and bagged leaves will be picked up at no charge through the morning of the last day of the cleanup week.

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

Thanks for your help!

City Street Department

Mayoral Proclamation
Declaring “World Pancreatic Cancer Day” in the City of Bonners Ferry on
November 16, 2017

WHEREAS, in 2017 an estimated 53,070 people will be diagnosed with pancreatic cancer in the United States and 43,090 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers and is currently the third leading cause of cancer death in the United States and is projected to become the second leading cause by 2020;

WHEREAS, pancreatic cancer is the only major cancer with a five year relative survival rate in the single digits at just nine percent;

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally late stage, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis while 91 percent of pancreatic cancer patients die within the first five years;


WHEREAS, approximately 230 deaths will occur in Idaho in 2017;

WHEREAS, pancreatic cancer is the seventh most common cause of cancer related death across the world;

WHEREAS, there will be an estimated 418,451 new pancreatic cancer cases diagnosed globally in 2017;

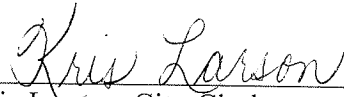
WHEREAS, the good health and well-being of the residents of Bonners Ferry are enhanced as a direct result of increased awareness about the symptoms and risk factors of pancreatic cancer, research into early detection, causes, and effective treatments;

NOW, THEREFORE, BE IT RESOLVED, that Mayor David Sims proclaims November 16, 2017 as “World Pancreatic Cancer Day” in the City of Bonners Ferry.



David Sims, Mayor

Attest:



Kris Larson, City Clerk