

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. We are a city that welcomes all people.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
December 7, 2021
6:00 pm

Join video Zoom meeting: <https://zoom.us/j/17672764>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Economic Development Coordinator/Urban Renewal District/SPOT/Golf

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 16, 2021 Council meeting minutes
4. **Electric** – Consider authorizing the Mayor to sign pay request #5 from S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)
5. **City** – Consider authorizing the Mayor to sign the 2022 Beverage Licenses pending receipt of payment and proper documentation (attachment)

OLD BUSINESS

NEW BUSINESS

6. **Planning and Zoning** – Consider recommendation from Planning and Zoning for File #SUP010-21 James Robinson (attachment) {action item}
7. **Planning and Zoning** – Consider recommendation from Planning and Zoning for File #SUP011-21 Kenneth & Teresa Baker (attachment) {action item}
8. **Planning and Zoning** – Consider authorizing the Mayor to sign the contract with SCJ for the Comprehensive Plan Rewrite (attachment) {action item}

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
November 16, 2021
6:00 pm**

Mayor Dick Staples called the Council meeting of November 16, 2021, to order at 6:00 pm. Present for the meeting were: Council Members Adam Arthur, Valerie Thompson, Rick Alonzo and Ron Smith. Also, present were: City Engineer Mike Klaus, City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport and City Attorney Andrakay Pluid. Members of the public present were: Carolyn Testa, John Birrell, Denise Crichton, David Clark, Brion Poston.

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Meeting ID: 176727634
Join by phone: 253-215-8782**

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

Carolyn Testa spoke regarding the Turkey Trot.

REPORTS

City Engineer Mike Klaus said the last of the concrete for this year was applied to the Moyie Dam and water is spilling over the spillway.

SPOT Ron Smith said the rides are starting to increase.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 2, 2021 Council meeting minutes
4. Treasurer's Report

Valerie Thompson moved to approve the consent agenda. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

5. **Electric** – Consider authorizing the Mayor to sign the contract with Palouse Power for underground work for the Riverside Project (attachment) {action item}

Mike Klaus said Palouse Power reduced the cost approximately \$12,000 and will complete the project by the end of the year. Valerie Thompson moved to authorize the Mayor to sign the contract with Palouse Power for underground work for the Riverside Project in the amount of \$98,161.72. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

NEW BUSINESS

6. **City** – Consider the November 2, 2021 canvassed election results by precinct (attachment) {action item}
- Adam Arthur moved to accept the November 2, 2021 canvassed election results by precinct. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

7. **Water/Sewer** – Consider authorizing the Mayor to sign the contract with FCS for a Cost-of-Service Analysis (attachment) {action item}

Lisa said the last cost of service analysis (COSA) was completed in 2015. Since that COSA there have been improvements to the infrastructure and there are more improvements necessary. It may be possible to use the ARPA funds for this COSA. Ron asked if this will cause another increase. Lisa said it will depend on the results of the COSA. Rick Alonzo moved to authorize the Mayor to sign the contract with FCS for a cost-of-service analysis for Water and Sewer not to exceed the amount of \$49,845. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:24 pm.

Contractor's Application for Payment No. Five (05)

To (Owner): City of Bonners Ferry	Application Period: Work Accomplished Through Nov 11, 2021	Application Date: Nov 11, 2021
Project: Moyie Dam Concrete Rehabilitation Project	From (Contractor): S&L Underground	Via (Engineer): J-U-B ENGINEERS, Inc.
Owner's Contract No.:	Contract: Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1	Engineer's Project No.: 20-17-072
	Contractor's Project No.:	

**Application For Payment
Change Order Summary**

Approved Change Orders	Additions	Deductions	Net Change
1	\$77,000.00		\$77,000.00
2	\$0.00	\$0.00	\$0.00
3			
4			
5			
6			
7			
8			
9			
10			
TOTALS	\$77,000.00	\$0.00	\$77,000.00
NET CHANGE BY CHANGE ORDERS			\$77,000.00

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Signature: 
 By: S&L Underground Date: 11/18/21

Contract Day Summary

Feb 18, 2021 Notice to Proceed Date

The Date of Substantial Completion for Schedule A is on or before 11/15/2021.

The Date of Substantial Completion for Schedule B is on or before 10/31/2022.

The Date of Substantial Completion for Schedule C is on or before 11/15/2021.

Payment of: \$396,625.00 (Line 8 or other - attach explanation of the other amount) 11/17/21

is recommended by: J-U-B ENGINEERS, Inc. (Date)

Payment of: \$396,625.00 (Line 8 or other - attach explanation of the other amount)

is approved by: City of Bonners Ferry (Date)

Approved by: Funding Agency (if applicable) (Date)

Approved by: Funding Agency (if applicable) (Date)

The Date of Readiness for Final Payment for Schedule A is on or before 11/20/2021.

The Date of Readiness for Final Payment for Schedule B is on or before 11/20/2022.

The Date of Readiness for Final Payment for Schedule C is on or before 11/20/2021.

Progress Estimate Contractor's Application

For (Contract): City of Bonner Ferry Illyria Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternates No. 1
 Application Period: Nov 11, 2023

Application Number: Five (5)
 Application Date: Nov 11, 2023

Item	A		B			C		Work Completed		E			F		G						
			Qty Previous Applications	Qty This Period	Total Value To Date	% Complete (F/B)	Balance to Finish (B-F)	Notes (see below)													
Item No.	Description	Unit Price	Total Price	Qty Previous Applications	Qty This Period	Total Value To Date	Material Presently Stored (incl. in C or D)	Total Completed and Stored to Date (D2 + E)	% Complete (F/B)	Balance to Finish (B-F)	Notes (see below)										
Schedule A - WEST SHULUNKY																					
06710.A	Modification, Bonding, Shaping and Access	\$110,000.00	\$110,000.00	1.00	0.00	\$	0.00	\$	110,000.00												
02226.A	Hydro-Cementation	\$444,500.00	\$444,500.00	7.00	0.00	\$	0.00	\$	444,500.00												
02717.A	Erosion Control and Mitigation	\$80,000.00	\$80,000.00	1.00	0.00	\$	0.00	\$	80,000.00												
SP-1.A	Work Plan	\$5,000.00	\$5,000.00	1.00	0.00	\$	0.00	\$	5,000.00												
SP-2.A	Concrete Rehabilitation (Plan Quantity)	\$539,000.00	\$539,000.00	7.00	0.00	\$	0.00	\$	539,000.00												
SP-2.A-1	Demonition and Rehabilitation Contingency	\$22,500.00	\$22,500.00	0.00	15.00	\$	0.00	\$	\$2,500.00												
Schedule B - EAST SHULUNKY																					
02010.B	Modification, Bonding, Shaping and Access	\$170,000.00	\$170,000.00	0.00	0.00	\$	0.00	\$	-												
02226.B	Hydro-Cementation	\$97,000.00	\$97,000.00	0.00	0.00	\$	0.00	\$	-												
02314.B	Erosion Control and Mitigation	\$80,000.00	\$80,000.00	0.20	0.00	\$	0.00	\$	16,000.00												
SP-1.B	Work Plan	\$5,000.00	\$5,000.00	1.00	0.00	\$	0.00	\$	5,000.00												
SP-2.B	Concrete Rehabilitation (Plan Quantity)	\$672,500.00	\$672,500.00	0.00	0.00	\$	0.00	\$	-												
SP-2.B-1	Demonition and Rehabilitation Contingency	\$87,500.00	\$87,500.00	0.00	0.00	\$	0.00	\$	-												
Schedule C - DAM FACE																					
02010.C	Modification, Bonding, Shaping and Access	\$60,000.00	\$60,000.00	1.00	0.00	\$	0.00	\$	60,000.00												
02226.C	Hydro-Cementation	\$222,620.00	\$222,620.00	4.00	0.00	\$	0.00	\$	222,620.00												
02314.C	Erosion Control and Mitigation	\$90,000.00	\$90,000.00	1.00	0.00	\$	0.00	\$	90,000.00												
02804.C	Silt Retention	\$75,000.00	\$75,000.00	1.00	0.00	\$	0.00	\$	75,000.00												
SP-1.C	Work Plan	\$5,000.00	\$5,000.00	1.00	0.00	\$	0.00	\$	5,000.00												
SP-2.C	Concrete Rehabilitation (Plan Quantity)	\$245,000.00	\$245,000.00	7.00	0.00	\$	0.00	\$	245,000.00												
SP-2.C-1	Demonition and Rehabilitation Contingency	\$5,000.00	\$5,000.00	0.00	10.00	\$	0.00	\$	35,000.00												
ADD LIT NO. 1																					
SP-3	Drain Pipe Installation	\$50,000.00	\$10,000.00	6.00	16.00	\$	0.00	\$	11,000.00												
CHANGE ORDER NO. 1																					
SP-2.A	Schedule A - Concrete Rehabilitation (Plan Quantity) - CO 1	\$28,000.00	\$28,000.00	0.00	8.00	\$	0.00	\$	28,000.00												
SP-2.C	Schedule C - Concrete Rehabilitation (Plan Quantity) - CO 1	\$49,000.00	\$49,000.00	14.00	0.00	\$	0.00	\$	49,000.00												
CHANGE ORDER NO. 2																					
NOA	CO#2 is a work schedule CO only.	\$0.00	\$0.00	0.00	0.00	\$	0.00	\$	-												
Totals																					
									\$3,778,980.00	\$2,054,960.00	\$0.00	\$2,054,960.00	54.4%	\$1,722,020.00							

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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: Mayor and City Council
From: Christine McNair, Clerk/Treasurer
Date: 11/30/2021
Re: 2022 Beverage Licenses

The following is a list of the 2022 beverage licenses for the City of Bonners Ferry:

Sam's Stop & Shop #14
Bonners Ferry Pizza Factory
Eagle Aerie #3522
Bonners Ferry Conoco
Heartrock Wines/Crosstime Saloon
South Hill Qwik Stop
Jack's Club
Kootenai River Brewing Co.
Kootenai River Inn
Lane 9
Mi Pueblo II
Mugsy's Tavern & Grill
NomNom
Rusty Moose Tavern & Grill/ Goat Mountain Pizza
Safeway #2954
Super 1 Foods
The Pearl Theater
Two Tones Café
Under the Sun
Badger's Den
Grocery Outlet
Bonners Ferry Pupuseria
Carriage House Inn



CITY OF BONNERS FERRY

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STAFF REPORT FOR SPECIAL USE PERMIT APPLICATION – ROBINSON CITY COUNCIL CONSIDERATION OF P&Z RECOMMENDATION FILE #SUP010-21

Prepared by: Clare Marley, AICP
City Contract Planner, Ruen-Yeager & Assoc, Inc.

Project Description: James Robinson is requesting approval for a special use permit to allow for a professional office (Enviro Assessment PC) within an existing home.

Location: 6491 Washington Street, Bonners Ferry.

Legal Description: Lots 4 through 6 less r/w, Block 1 of Riverview Addition, Section 27 Township 62 North, Range 1 East

Parcel Size: ±0.42 of an acre

Applicant: James Robinson, Enviro Assessment PC

Applicant Representative: N/A

Application Filed: September 13, 2021

Notice Provided For P&Z Hearing:

Mailed notice:	November 1, 2021
Site posting:	October 28, 2021
Newspaper publication:	October 28, 2021

Hearing Date: Planning and Zoning, November 18, 2021

Council Packet: Application, legal notice, site plan, parking layout, floor plan

P&Z Recommendation: Approval on a unanimous vote

I. APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code, §67-6512, SPECIAL USE PERMITS, CONDITIONS, AND PROCEDURES. Provides authority for special use permits. Allows permit to be granted if proposed use is conditionally permitted by the terms of local ordinance. Permits is subject to conditions pursuant to specific provisions of the ordinance, subject to the ability of political subdivisions, including school districts, to provide services for the proposed use, and when it is not in conflict with the plan. Decision must be written and denial of a special use permit or approval of a special use permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with requirements established thereby. Standard 15-day legal notice required. Conditions may be imposed to:

- (1) Minimize adverse impact on other development;
- (2) Control sequence and timing of development;
- (3) Control duration of development;
- (4) Assure development is maintained properly;
- (5) Designate exact location and nature of development;
- (6) Require provision for on-site or off-site public facilities or services;
- (7) Require more restrictive standards than those generally required in an ordinance;
- (8) Require mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

A special use permit shall not be considered as establishing a binding precedent to grant other special use permits. A special use permit is not transferable from one (1) parcel of land to another.

Certain exceptions and waivers of standards are permitted through the special use permit process.

Bonnors Ferry City Code:

§11-1-3: Definitions, Appendix A,
§11-5, et seq: Special Use Permits
§11-13 et seq: Off Street Parking
§11-14 et seq: Signs
Appendix B: Table of Uses

Title 11, Chapter 5, Bonnors Ferry City Code, allows for any person or party to file an application for special use permit and sets forth the required procedures and standards. Special uses are established for the purpose of allowing other uses in zones, which are not a generally permitted use in that zone. These uses are the type that because of unusual characteristics or particular considerations require special consideration as to the specific conditions under which such uses may be permitted.

II. PROPERTY INFORMATION:

1. Site acreage: About 0.42 of an acre.
2. Access: The site is served by Washington Street.
3. Services: Existing city water, sewer, and electric.
4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Site	Residential	Residential A	Washington Street, residential dwelling
North	Residential, Industrial	Residential A, Industrial	Main Street, U.S. Highway 95, railroad, industrial
South	Residential	Residential A	Washington Street, residential dwelling
East	Residential	Residential A	Residential dwelling
West	Residential	Residential A, Residential AA	Main Street, U.S. Highway 95, railroad, industrial

III. PROJECT OVERVIEW/SUMMARY



Applicant James Robinson is seeking a special use permit to allow an existing home to be converted to a professional office for Enviro Assessment Inc. Appendix B, Table of Uses, Bonners Ferry City Code allows professional offices in the Residential AA, A, and B zones through the special use permit process. The site is located east of U.S. Highway 95 and south of Bonners Ferry downtown area. The applicant estimates about five employees would be on site Monday through Friday, 8:00 a.m. to 5:00

p.m. Little to no customer traffic is expected for the proposed type of office, because the majority of the work is conducted via the internet, according to the application. City services are provided to the site and no additional services are requested. The application states no signs would be visible from the street and no additional noise or light glare is expected.

A parking layout and floor plan are included with the application. The parking plan shows six parking spaces within an existing graveled parking area and a single-car garage. The floor plan includes four upper-story offices, a kitchen/dining area, lounge, and front desk area, plus standard closet and bathroom spaces. Bonners Ferry parking standards call for one parking stall for every 250 square feet of commercial office area. Deductions may be taken for halls, closets, bathrooms and areas not required for public access or use, per Section 11-13-2L of the newly adopted city parking codes. The upper-floor offices are estimated to require four parking spaces, based upon the floor plan and estimated square footage of 900 square feet. The single front desk on the lower floor would require an additional parking space, with an estimated 250 square feet of office area, bringing the total required parking to a minimum of five ($1150/250 = 4.6$ stalls. Fractional numbers are to be increased to the next whole number.) There are five spaces shown on the parking plan in a 42-foot wide by 30-foot-deep graveled area, plus the existing single-car garage. Each stall must provide a minimum of 180 square feet of area. The total for the graveled area is 1,260 square feet, according to the parking plan.

IV. AGENCY COMMENTS

City staff sent a request for public agency comment on October 21, 2021, to city streets, fire, administrator, engineering, electric utilities and the Panhandle Health District. The health district responded October 27, 2021, noting that the structure is served by city water and sewer and it had no further comments. There have been no additional agency comments submitted to the record as of the date of this staff report.

V. PUBLIC COMMENTS

One written public comment was submitted to the record and provided to the Planning and Zoning Commission. The letter advised that the business proposal sounds ideal for the town and possibly the neighborhood. However, Clarice McKenney noted in her letter that she had a concern regarding the adequacy of parking in the area shown on the site plan for the five parking spaces and garage. The applicant addressed her concerns at the public hearing.

VI. STANDARDS REVIEW & ANALYSIS:

In order to approve a special use application, Bonners Ferry City Code requires evidence supporting the standards listed in the following table. The Commission shall review the particular facts and circumstances of each proposal and find adequate evidence showing the request meets the following standards:

Standards Review Table §11-5-5	Findings Based upon evidence of record
A. Does the proposed use constitute an allowable special use established by Bonners Ferry Zoning Code?	Professional offices, other than medical, are permitted with the approval of a special use permit in the Residential AA, A and B zones, per Appendix B, Table of Uses.
B. Will the proposed use harmonious with objectives of the comprehensive plan and zoning ordinance?	<p>The application states the use would cause no increase in traffic, noise, light pollution, or disturbance. No signage for the business is required that would be visible from the street. The application states the building would be for professional uses with little to no client visits. There are several buildings on the South Hill that are used as offices. This proposed use would be similar to those, according to the application. The residential zones allow limited commercial uses through the special use permit process, according to Title 11 of city code. The comprehensive plan land use goal suggests "special use permits should be used appropriately and as necessary to create a soft transition and blend from one zone to another." The economic element encourages new businesses to locate in Bonners Ferry that would expand job opportunities. No additional sewer or water services are requested that would affect city capacities or capabilities to serve.</p> <p>The city parking standards (Section 13 of Title 11) requires a minimum of five stalls based upon the estimated square footage of office space and front desk at the entrance. The parking plan shows 6 spaces.</p>
C. Is proposed use harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area?	The application states that the use is compatible with the neighborhood because business hours are 8:00 a.m. to 5:00 p.m. No additional noise, light, or traffic is anticipated, according to the application. There are several businesses in the neighborhood, along Madison Street and U.S. Highway 95. This use is low impact and in addition, provides a healthy use of the subject property, the application states.

Standards Review Table §11-5-5	Findings Based upon evidence of record
D. Will the use be hazardous or disturbing to existing neighborhood uses?	The application states that the proposed use will not conflict with the City standards for noise, lighting, traffic, etc. There will be no increase in utility use. The site is not located with the floodplain. The residence is existing, and located on a curve on Washington Street.
E. Will use be adequately served by essential public facilities and services?	The application states that light use of the existing utilities is anticipated. No additional services are requested.
F. Will use cause excessive public expenditures for services or be detrimental to economic welfare of community?	The applicant is not seeking any additional public services.
G. Will the proposed use involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or general welfare by excessive traffic, noise, smoke, fumes, glare or odors, or other factors determined to be nuisances?	The application indicates the use of the property will be for professional offices.
H. Are vehicle approaches designed to avoid interference with traffic on surrounding public thoroughfares?	There is an existing driveway serving a gravel parking area on the property. The site is located on Washington Street, where the road curves to the south. The street department did not comment on the proposed special use permit.
I. Will proposed use result in destruction, loss or damage of natural, scenic, or historic features of major importance?	The site is located east and upslope of U.S. Highway 95. The proposed use will be within an existing residence. No alterations to the residence are proposed with this permit.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the special use permit on a unanimous vote following the November 18, 2021, public hearing, with conditions of approval as written. City Council may require a public hearing after receipt of the Planning and Zoning Commission recommendation. The Council shall give approval, approval with special terms and conditions or deny the application after receiving the recommendation from the Commission. This file has been scheduled for City Council review and consideration for approval at a regular meeting (non-hearing). (*Section 11-5-9, Council Action, Special Use Permits*).

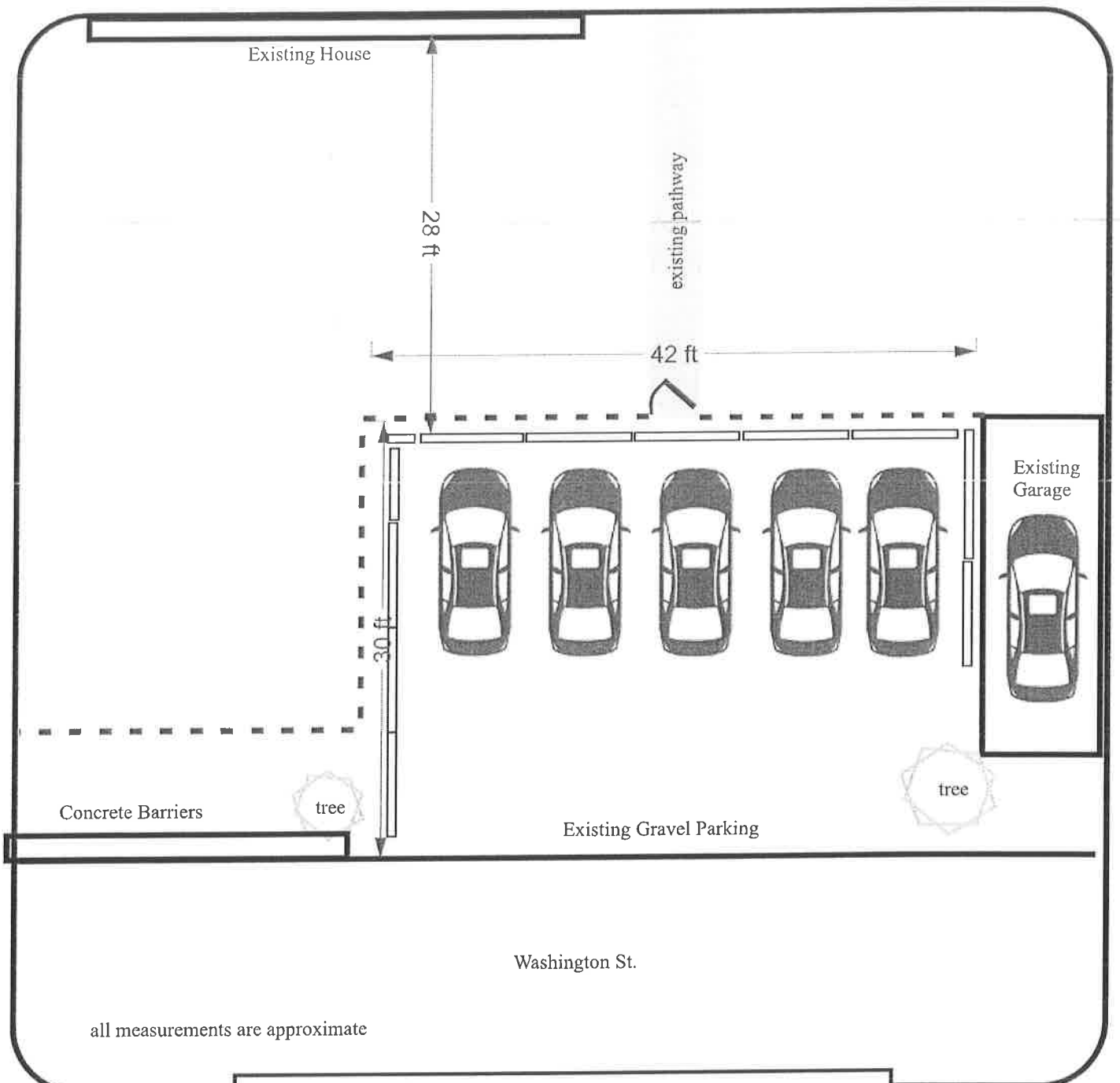
MOTIONS BY CITY COUNCIL:

Motion to Approve: I move to approve this File #SUP010-21, for special use permit to allow the use of an existing home at 6491 Washington Street for a professional office, finding that it **IS** in accord with the standards of Bonners Ferry City Code for special use permits and the adopted comprehensive plan, as enumerated in the findings as presented in the staff report and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written.

Motion to Require Public Hearing: I move to direct staff to prepare this file, #SUP010-21, for public hearing before the City Council, allowing sufficient time for legal notice.

CONDITIONS OF APPROVAL:

1. All applicable conditions of approval shall be met prior to issuance of the special use permit by the city. Any condition that runs with the land shall remain in affect while the use is in operation. Subsequent owners of the parcel shall be required to apply for a special use permit if they desire to continue the special use, pursuant to Bonners Ferry City Code §11-5-3. If the applicant proposes to expand the use or add on to the structure, approval of a new or modified special use permit is required. Failure to meet any condition of approval may be grounds for revocation of the permit by the city.
2. The use shall be developed and operated in accordance with the approved application, site plan, floor plan, and conditions as approved with this application.
3. The special use permit shall expire if the use is not commenced within two (2) years of approval.
4. A minimum of five parking stalls shall be maintained at all times for use of the professional office employees and customers.
5. Prior to use of the structure for a professional office, the applicant shall obtain a change of use building permit from the City of Bonners Ferry, as determined by the city building official.
6. Use of the structure shall be limited to professional office space and shall not include medical offices or clinics, pursuant to Appendix B of Bonners Ferry City Code.
7. The use of the structure for a professional office is limited to the existing residence.



Parking Plan - Existing
 NO SCALE



..... FENCE LINE

PLATE: A3



CITY OF BONNERS FERRY

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

RECEIVED

SEP 13 2021

Special Use Permit Application

CITY OF BONNERS FERRY

FOR OFFICE USE ONLY:

FILE #

RECEIVED:

SUP 10-21

APPLICANT INFORMATION:

Landowner's name: James Robinson

Mailing address: PO Box 1154

City: Bonners Ferry

State: ID

Zip code: 83805

Telephone: 208 597-2099

Fax:

E-mail: James@enviroassess.com

REPRESENTATIVE'S INFORMATION:

Representative's name: James Robinson

Company name: Enviro Assessment PC

Mailing address: PO Box 1154

City: Bonners Ferry

State: ID

Zip code: 83805

Telephone: 844 742-7311

Fax:

E-mail: James@enviroassess.com

PARCEL INFORMATION:

Section #: 27 Township: T62N Range: R1E Parcel acreage: 0.4

Parcel # (s): RP8090001006AA

Legal description:

Lots 4 thru 6 less R/W BIKI River View Add

Current landowner's name: James Robinson

Current zoning: R-A

Current use: Residential

Directions to site: SW 1/4 Hwy 95 left on madison, left on Washington
6491 Washington St

RECEIVED

SEP 17 2021

Sup 10-21

APPLICANT NARRATIVE:

A Special Use Permit is a permit for a use which is specifically listed use within a zoning district as Special Use. If the use is not listed as either allowed or special, then the use is prohibited. All special uses in the City of Bonners Ferry shall seek approval of the use by recommendation by the Planning and Zoning Commission and approval of the City Council. Any modification of a special use requires an additional hearing by the City Council to approve the modification. The applicant shall to the best of their abilities provide the Council with accurate information about the special use they are seeking. The council may at its discretion approve, approve with conditions or deny an application, pursuant to I.C. 67-6509.

PROJECT DESCRIPTION

The applicant is requesting a Special Use or Modification to a Special Use (circle one) for:

Describe in detail the use—number of employees, hours of operation, size of buildings, etc. Use additional paper if necessary:

use as professional office, typically 5 employees, 8-5 m-f, use the residence and shed, typically mechanics as work is conducted thru internet.

Does the proposed use seek to extend any services, such as roads, sewer and/or water? If so, please explain what services are proposed to be extended: NO additional services are required or requested.

Will land be offered for dedication as a result of this application? If so explain in detail:

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

North Hwy 95 South residential
East residential West Hwy 95

Describe adjacent zoning and densities (ex: Single Family (R-1) Platted 10k sq.ft., Commercial lots etc):

North (across Hwy 95) Industrial South R-A
East R-A West R-A

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.)

Property is flat and fenced, 1-residence, 1-shed, 1-single car carport on site.

Directions to site (Please be specific)

South Hwy 95, left on Madison, left on Washington, 6491 Washington St.

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STANDARDS FOR REVIEW (BFCC§11-5-5)

SEP 13 2021

Sup 10-21

CITY OF BONNERS FERRY

Explain how the proposed use constitutes an allowable special use established by Bonners Ferry Zoning Code:

Professional office, little to no client visits, several buildings on the south hill are used as offices & this would be similar to those.

Explain how the proposed use will conform to the zone district in which it is located (Example, the applicant is meeting all the zoning requirements, such as signage, lighting and landscaping that is required of it in the zone district that it is located?):

The use would cause no increase in traffic, noise, light pollution or other disturbance. No signage is required that would be visible from the street for the business.

How will the proposed use be compatible and harmonious with adjacent properties? What measures is the applicant taking to insure the use will be compatible with surrounding property owners? (Example, is the applicant proposing to limit the operating hours to reduce noise during the evening or morning hours to adjacent landowners?)

The neighborhood is compatible as the hours are 8-5 M-F. No additional noise, light, or traffic is anticipated. There are several businesses in the neighborhood, along Madison & Hwy 95.

Explain how the proposed use will utilize existing utilities, or how the applicant proposes to extend services to the site?

The building will be used as a professional office, light use of the utilities are anticipated.

How does the proposed use comply with the applicable standards Bonners Ferry City Zoning Code?

The proposed use will not conflict with the City standards for noise, lighting, traffic etc. No increase in utilities use is anticipated.

Explain how the proposed use is in general compliance with the goals of the Comprehensive Plan (attached additional paper if necessary):

Several businesses utilizes R-A zoning with special use in the area. This use is low impact and in addition provides healthy use of the subject property.

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:

[Handwritten Signature]

Date:

9/13/2021

Landowner's signature:

[Handwritten Signature]

Date:

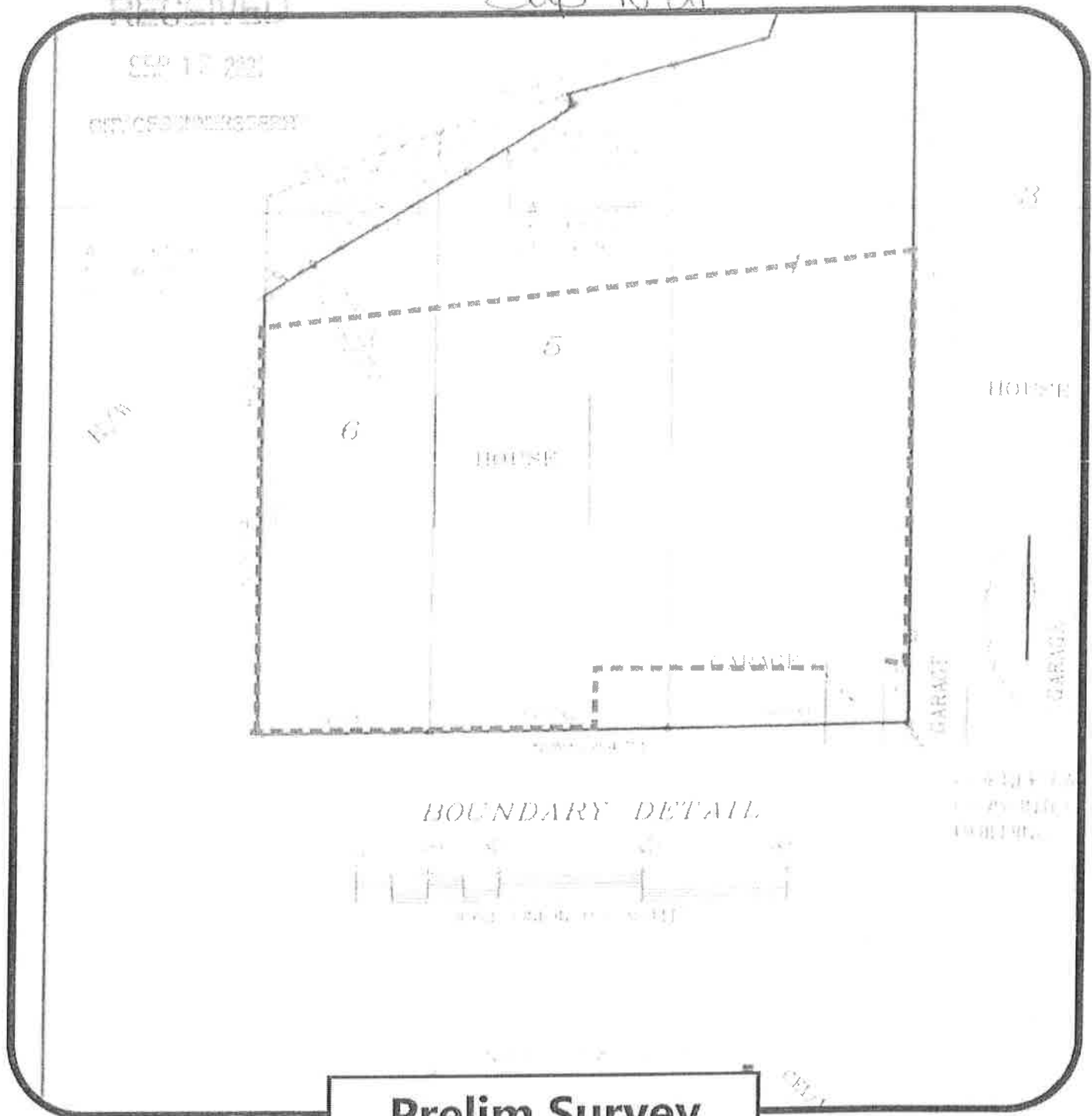
9/13/2021

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Sup 10-21

SEP 17 2016

OUT OF COURTESY



Prelim Survey

JRS Surveying 2016



----- FENCE LINE

PLATE: A1

Sup 10-21



AERIAL MAP

2016 - GOOGLE

Property Line is Approximate



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CITY OF BONNERS FERRY

PLATE: A2

Sup 10-21

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CSP 13 2021

CITY OF CONNERS TERRY

Existing House

28 ft

existing pathway

42 ft

Existing Garage

Concrete Barriers

tree

Existing Gravel Parking

tree

Washington St.

all measurements are approximate

Parking Plan - Existing

NO SCALE



..... FENCE LINE

PLATE: A3

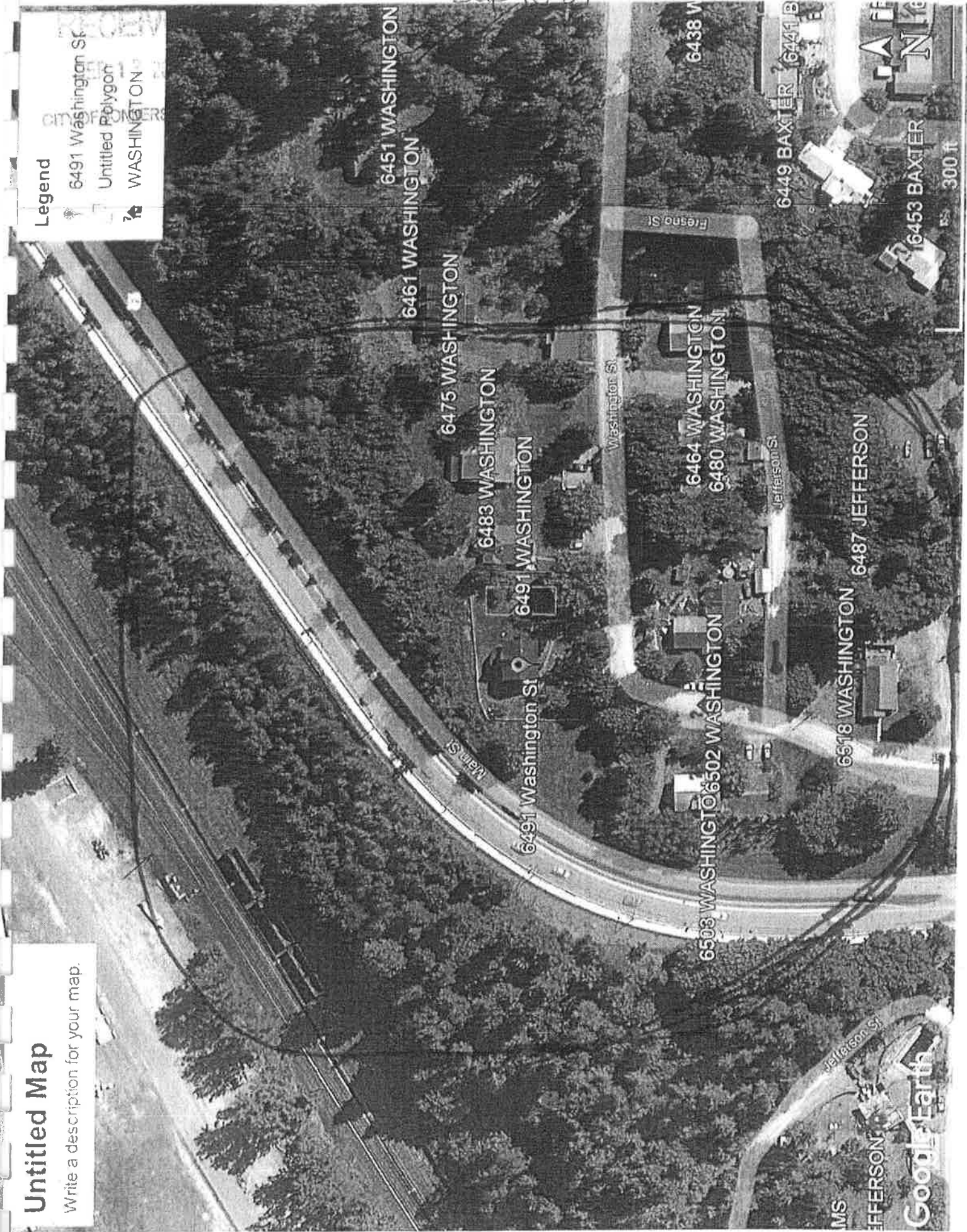
Untitled Map

Write a description for your map.

Legend

- 6491 Washington St
- Untitled Polygon
- WASHINGTON

sup 10 21



6451 WASHINGTON
6461 WASHINGTON

6475 WASHINGTON

6483 WASHINGTON

6491 WASHINGTON

6491 Washington St

6464 WASHINGTON
6480 WASHINGTON

6503 WASHINGTON
6502 WASHINGTON

6518 WASHINGTON
6487 JEFFERSON

6438 W

6449 BAXTER
6441 B

6453 BAXTER

ES 300 ft

MS
JEFFERSON
Jefferson St

Google Earth

Sup 10/21

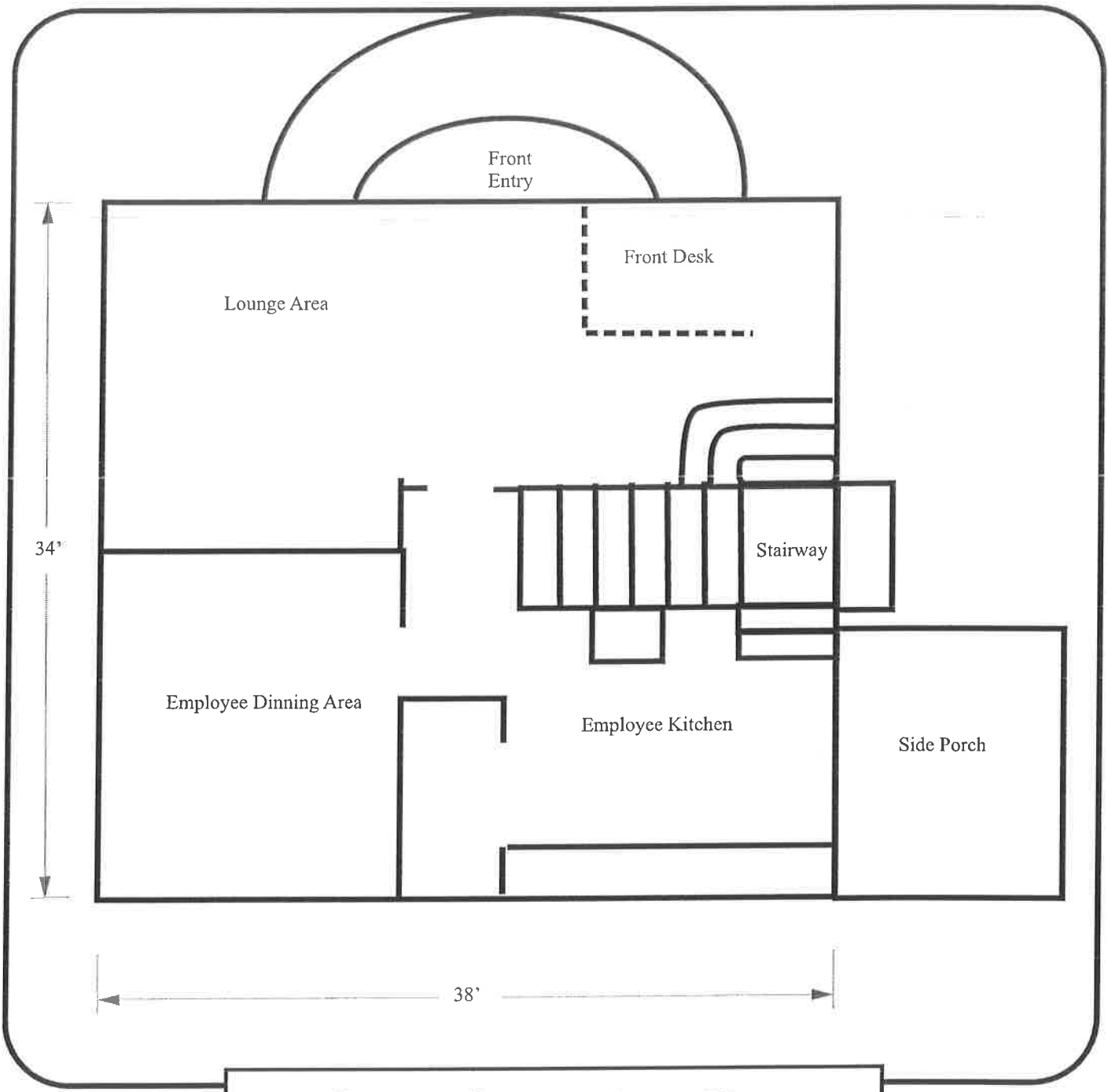
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SEP 17 2021

CITY OF BONNERS FERRY

Properties within 300 feet of Application

Address	Parcel	Owner Name	Mailing Address
6483 Washington St	RPB09200010030A	MONKS JOHN ET AL	512 N MONROE AVENUE SANDPOINT ID 83864
6475 Washington St	RPB09200010030A	MONKS JOHN ET AL	512 N MONROE AVENUE SANDPOINT ID 83864
6461 Washington St	RPB00000277510A	HAGGETT DAVID	24 VIA FONTIBRE SAN CLEMENTE CA 92673
6502 Washington St	RPB0920003005BA	KREZMAN PATRICK	6502 WASHINGTON STREET BONNERS FERRY ID 83805
6480 Washington St	RPB0920003002AA	BRAZELL MICHAEL J	7391 COMANCHE COURT BONNERS FERRY ID 83805
6472 Washington St	RPB09200030010A	GILLHAM FAMILY TRST	9293 ESQUON ROAD DURHAM CA 95938
6464 Washington St	RPB1040001001CA	CC&P ENTERPRISES LLC	PO BOX 538 BONNERS FERRY ID 83805
6503 Washington St	RPB0920003008AA	MERRITT CAMERON	6503 WASHINGTON STREET BONNERS FERRY ID 83805
6518 Washington St	RPB0920003011AA	MOYER JULI C	6518 WASHINGTON STREET BONNERS FERRY ID 83805
6487 Jefferson st	RPB0920003012AA	BRAZELL MICHAEL J	7391 COMANCHE COURT BONNERS FERRY ID 83805
No known Address	RPB0920003015BA	NEUMEYER STEVE E	6473 MADISON STREET BONNERS FERRY ID 83805
6449 Baxter St	RPB1040001001AA	MCKENNEY ROBERT CARLOS GENE	6449 BAXTER STREET BONNERS FERRY ID 83805



Floor Plan - First Floor
NO SCALE



PLATE: A4



Floor Plan - Second Floor
NO SCALE



PLATE: A5



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 SPECIAL USE PERMIT APPLICATION – BAKER CITY COUNCIL CONSIDERATION OF P&Z RECOMMENDATION FILE #SUP011-21

Prepared by: Clare Marley, AICP
City Contract Planner, Ruen-Yeager & Assoc, Inc.

Project Description: The applicants are requesting a special use permit to allow for a one-chair styling salon to be located within a new structure on their property.

Location: Corner of Canyon Street and Kaniksu Street.

Legal Description: Lots 14 through 17, less east 20 feet of lots 15, 16, 17 of Block 7 of Bonners Ferry Amended. Section 27, Township 62 North, Range 1 East

Parcel Size: ±0.24 of an acre

Applicant: Kenneth and Teresa Baker

Applicant Representative: N/A

Application Filed: September 29, 2021

Notice Provided For P&Z Hearing:

Mailed notice:	November 1, 2021
Site posting:	October 28, 2021
Newspaper publication:	October 28, 2021

Hearing Date: Planning and Zoning: November 18, 2021

P&Z Packet: Application, legal notice, site plan, P&Z draft minutes

P&Z Recommendation: Approval on a unanimous vote

I. APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code, §67-6512, SPECIAL USE PERMITS, CONDITIONS, AND PROCEDURES. Provides authority for special use permits. Allows permit to be granted if proposed use is conditionally permitted by the terms of local ordinance. Permits is subject to conditions pursuant to specific provisions of the ordinance, subject to the ability of political subdivisions, including school districts, to provide services for the proposed use, and when it is not in conflict with the plan. Decision must be written and denial of a special use permit or approval of a special use permit with conditions unacceptable to the landowner may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with requirements established thereby. Standard 15-day legal notice required. Conditions may be imposed to:

- (1) Minimize adverse impact on other development;
- (2) Control sequence and timing of development;
- (3) Control duration of development;
- (4) Assure development is maintained properly;
- (5) Designate exact location and nature of development;
- (6) Require provision for on-site or off-site public facilities or services;
- (7) Require more restrictive standards than those generally required in an ordinance;
- (8) Require mitigation of effects of the proposed development upon service delivery by any political subdivision, including school districts, providing services within the planning jurisdiction.

A special use permit shall not be considered as establishing a binding precedent to grant other special use permits. A special use permit is not transferable from one (1) parcel of land to another.

Certain exceptions and waivers of standards are permitted through the special use permit process.

Bonnors Ferry City Code:

§11-1-3: Definitions, Appendix A,
§11-5, et seq: Special Use Permits
§11-13 et seq: Off Street Parking
§11-14 et seq: Signs
Appendix B: Table of Uses

Title 11, Chapter 5, Bonnors Ferry City Code, allows for any person or party to file an application for special use permit and sets forth the required procedures and standards. Special uses are established for the purpose of allowing other uses in zones, which are not a generally permitted use in that zone. These uses are the type that because of unusual characteristics or particular considerations require special consideration as to the specific conditions under which such uses may be permitted. Standards of review are summarized below.

II. PROPERTY INFORMATION:

1. Site acreage: About ±0.24 of an acre.
2. Access: The site is served by Canyon Street and Kaniksu Street, both public rights-of-way.
3. Services: Existing city water, sewer, and electric.
4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Site	Residential	Residential A	Canyon Street & Kaniksu Street, shop
North	Residential	Residential B	Kaniksu Street, single-family dwelling
South	Residential	Residential A	Single-family dwelling
East	Residential	Residential A	Canyon Street, single-family dwellings
West	Residential	Residential A, Medical	Single-family dwelling, residences, Boundary Community Hospital

III. PROJECT OVERVIEW/SUMMARY



The applicants are requesting a special use permit to place a new 16' x 20' building for use as a one-chair styling salon, with room for two additional chairs for customers waiting. The property is described as Lots 14 through 17, less east 20 feet of lots 15, 16, 17 of Block 7 of Bonners Ferry Amended. Section 27, Township 62 North, Range 1 East. Appendix B, Table of Uses, Bonners Ferry City Code, specifically lists barber shops and styling salons as permitted with approval of a special use permit in the residential zones (AA, A, and B.) This site is located in the Residential A zoning district. The applicants estimate there will be one employee operating on-site three days a week, generally from 8:00 a.m. to 6:00 p.m. The site is located just to the east of the Medical zoning district at the corner of two public streets, Kaniksu and Canyon. There are no separate standards in zoning code that are unique to the styling salons. The use is required to meet the minimum setback, sign and parking standards. The proposed salon structure would be 320 square feet. Parking standards for service

establishments require a minimum of one parking stall per 250 square feet of floor area, minus bathrooms, hall walls, storage closets and other areas not used by the public (Section 11-13-5). Based on the total square footage, two parking spaces are required. The site plan shows two stalls located off Kaniksu Street and overflow parking on Canyon Street.

IV. AGENCY COMMENTS

City staff sent a request for public agency comment on October 21, 2021, to city streets, fire, administrator, engineering, utilities, as well as Panhandle Health District. The health district advised in an October 27, 2021 email that it appears the salon is served by city water and sewer systems. PHD confirmed it does not regulate styling salons and has no regulatory authority over this project. There were no other written comments from agencies.

V. PUBLIC COMMENTS

There are no written public comments to the record and no oral testimony was given at the P&Z public hearing.

VI. STANDARDS REVIEW & ANALYSIS:

In order to approve a special use application, Bonners Ferry City Code requires evidence supporting the standards listed in the following table. The Commission shall review the particular facts and circumstances of each proposal and find adequate evidence showing the request meets the following standards:

Standards Review Table §11-5-5	Findings Based upon evidence of record
A. Does the proposed use constitute an allowable special use established by Bonners Ferry Zoning Code?	Appendix B, Table of Uses, allows barber shops or styling salons in the residential AA, A, and B zones with the approval of a special use permit.
B. Will the proposed use harmonious with objectives of the comprehensive plan and zoning ordinance?	The application states the use would meet all setbacks. Signage will only be on a building (small). Proposed parking would meet city requirements. The comprehensive plan land use goal suggests "special use permits should be used appropriately and as necessary to create a soft transition and blend from one zone to another." The economic element encourages new businesses to locate in Bonners Ferry that would expand job opportunities.

Standards Review Table §11-5-5	Findings Based upon evidence of record
C. Is proposed use harmonious and appropriate in appearance with the existing or intended character of the general vicinity and will not change the essential character of the area?	The application states the business will be open three days a week with only one operator working on two or fewer clients at one time. No noise is expected outside of shop, according to the applicants. The site is located just east of the Boundary Community Hospital complex. Business will provide hair services inside the building. Normal business hours are expected to be 8 a.m. to 6 p.m. There are currently trees on the property that will screen the future building, camouflaging it into the current landscape, the application states.
D. Will the use be hazardous or disturbing to existing neighborhood uses?	The application states there will be no noise outside of the shop. Trees will screen the building from adjoining properties.
E. Will use be adequately served by essential public facilities and services?	The application states that the building will attach to utilities currently on the property.
F. Will use cause excessive public expenditures for services or be detrimental to economic welfare of community?	No additional services extensions to the property are requested.
G. Will the proposed use involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or general welfare by excessive traffic, noise, smoke, fumes, glare or odors, or other factors determined to be nuisances?	The future salon would be placed on a level lot not interfering with any natural resources. The building is small, not impacting any neighbors' views or scenery, according to the application. There will be no noise outside of the shop, the application states.
H. Are vehicle approaches designed to avoid interference with traffic on surrounding public thoroughfares?	The site plan shows parking access will be from Kaniksu Street and overflow parking access via Canyon Street. Any new approaches must receive approval from city streets department.
I. Will proposed use result in destruction, loss or damage of natural, scenic, or historic features of major importance?	The site is not located within a scenic byway. The site is located within a developed area of Bonners Ferry east of Boundary Community Hospital.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the special use permit on a unanimous vote following the November 18, 2021, public hearing, with conditions of approval as written. City Council may require a public hearing after receipt of the Planning and Zoning Commission recommendation. The Council shall give approval, approval with special terms and conditions or deny the application after receiving the recommendation from the Commission. This file has been scheduled for City Council review and consideration for approval at a regular meeting (non-hearing). (*Section 11-5-9, Council Action, Special Use Permits*).

MOTIONS BY THE GOVERNING BODY:

Motion to Approve: I move to approve this File #SUP011-21, for special use permit to allow the placement of a one-chair styling salon on the subject property, finding that it **IS** in accord with the standards of Bonners Ferry City Code for special use permits and the adopted comprehensive plan, as enumerated in the findings as presented in the staff report and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written.

Motion to Require Public Hearing: I move to direct staff to prepare this file, #SUP011-21 for public hearing before the City Council, allowing sufficient time for legal notice.

CONDITIONS OF APPROVAL:

1. All applicable conditions of approval shall be met prior to issuance of the special use permit by the city. Any condition that runs with the land shall remain in affect while the use is in operation. Subsequent owners of the parcel shall be required to apply for a special use permit if they desire to continue the special use, pursuant to Bonners Ferry City Code §11-5-3. If the applicant proposes to expand the use or add on to the structure, approval of a new or modified special use permit is required. Failure to meet any condition of approval may be grounds for revocation of the permit by the city.
2. The use shall be developed and operated in accordance with the approved application, site plan and conditions as approved with this application.
3. The special use permit shall expire if the use is not commenced within two (2) years of approval.
4. A minimum of two parking stalls shall be maintained at all times for use of the salon employees and customers.
5. Prior to construction, the applicants shall obtain a building permit for the proposed styling salon.
6. Access to the parking area from Kaniksu Street or Canyon Street shall be approved by the Bonners Ferry street department prior to use.
7. All signs shall comply with Chapter 14 of Title 11, Bonners Ferry City Code.
8. Any exterior lighting shall be shielded and downward directed.
9. The applicants shall obtain approval from the City of Bonners Ferry for any sewer or water extensions, prior to construction.



CITY OF BONNERS FERRY

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

Special Use Permit Application

FOR OFFICE USE ONLY:

FILE # SUP 11-21	RECEIVED: RECEIVED SEP 29 2021 CITY OF BONNERS FERRY
-------------------------	---

APPLICANT INFORMATION:

Landowner's name: Kenneth & Teresa Baker		
Mailing address: P.O. Box 1342		
City: Bonners Ferry	State: Idaho	Zip code: 83805
Telephone: 208-260-5772	Fax:	
E-mail: bakerfarms4@frontier.com		

REPRESENTATIVE'S INFORMATION:

Representative's name:		
Company name:		
Mailing address:		
City:	State:	Zip code:
Telephone:	Fax:	
E-mail:		

PARCEL INFORMATION:

Section #: 27	Township: 62	Range: East	Parcel acreage: .61
Parcel # (s): 120007017BA			
Legal description: lots 9-17, blocks 7 Bonners Ferry, IDAHO PENNED BONNERS 15, 16, 17 lesses out 20 feet			
Current landowner's name: Kenneth & Teresa Baker			
Current zoning: Residential A	Current use:		
Directions to site: corner of canyon street & Kaniksu street, Bonners Ferry, IDAHO			

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SEP 29 2021

APPLICANT NARRATIVE:

SUP 11-21

Parcel # RPB0120007017 BA

A Special Use Permit is a permit for a use which is specifically listed use within a zoning district as special use. If the use is not listed as either allowed or special, then the use is prohibited. All special uses in the City of Bonners Ferry shall seek approval of the use by recommendation by the Planning and Zoning Commission and approval of the City Council. Any modification of a special use requires an additional hearing by the City Council to approve the modification. The applicant shall to the best of their abilities provide the Council with accurate information about the special use they are seeking. The council may at its discretion approve, approve with conditions or deny an application, pursuant to I.C. 67-6509.

PROJECT DESCRIPTION

The applicant is requesting a **Special Use or Modification to a Special Use** (circle one) for: Describe in detail the use—number of employees, hours of operation, size of buildings, etc. Use additional paper if necessary:

One employee - self, operating 9am - 6pm. 3 days during week, currently - Monday, Tuesday, Thursday.

11x20 Building

Does the proposed use seek to extend any services, such as roads, sewer and/or water? If so, please explain what services are proposed to be extended: No

Will land be offered for dedication as a result of this application? If so explain in detail:

No

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

North residential house South residential
East business West residential

Describe adjacent zoning and densities (ex: Single Family (R-1) Platted 10k sq.ft., Commercial lots etc):

North single family South single family
East business West single family

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.)

Property is flat from existing 30' x 40' Shop on East, North, and South side. It slopes to the west corner of lot.

Directions to site (Please be specific)

East of Boundary Community Hospital

SUP 1121

RECEIVED Parce #PPB0120007017BA

STANDARDS FOR REVIEW (BFCC§11-5-5)

SEP 29 2021

Explain how the proposed use constitutes a ~~can~~ allowable special use established by Bonners Ferry Zoning Code:

allowed by appendix B per city code

Explain how the proposed use will conform to the zone district in which it is located (Example, the applicant is meeting all the zoning requirements, such as signage, lighting and landscaping that is required of it in the zone district that it is located?):

Will meet all setbacks, signage will only be on building (small) meeting required parking

How will the proposed use be compatible and harmonious with adjacent properties? What measures is the applicant taking to insure the use will be compatible with surrounding property owners? (Example, is the applicant proposing to limit the operating hours to reduce noise during the evening or morning hours to adjacent landowners?)

Business is open three days a week with only one operator working or two or less clients at one time. No noise outside of shop. Business will be doing hair, all services being done inside during business hours 8am-6pm. There are currently trees on property that building will be placed by, camouflaging it into the current landscape.

Explain how the proposed use will utilize existing utilities, or how the applicant proposes to extend services to the site?

We will attach to utilities on property

How does the proposed use comply with the applicable standards Bonners Ferry City Zoning Code?

all parking, setbacks, permits will be followed.

Explain how the proposed use is in general compliance with the goals of the Comprehensive Plan (attached additional paper if necessary):

There are adequate services to the property, it is placed on a level lot not interfering with any natural resources. Building is small, not impacting any neighbors views or scenery. Providing a small business to Bonners Ferry with quality services.

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: Kenneth N. Hale Date: 9/28/21

Landowner's signature: Date:

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 RECEIVED
 SEP 29 2021
 MAR 24 2020

Parcel # RFB0120007017BA

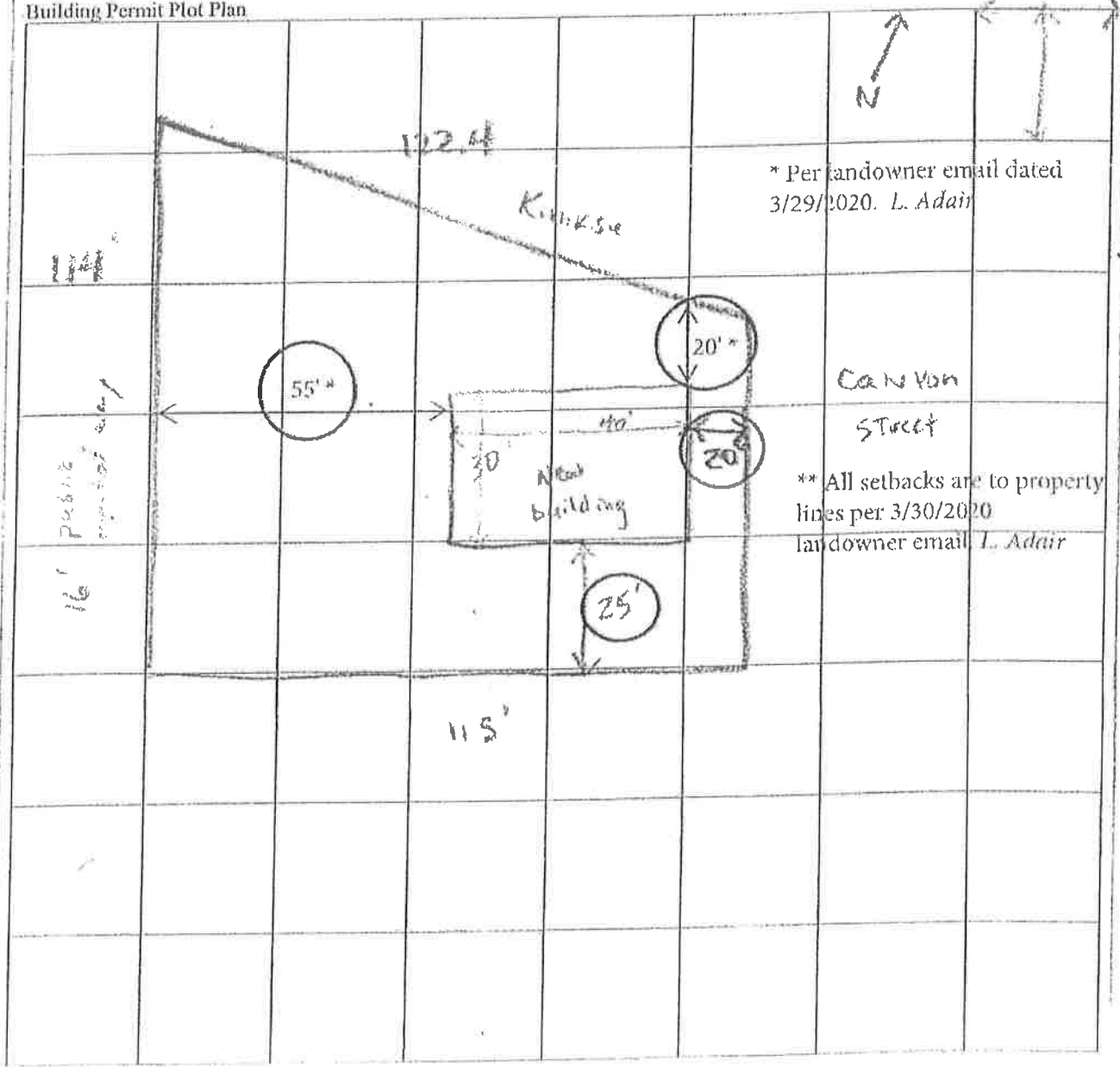
Owner

SUP 11-21
 City BP#

State BP#
 BLD2003-00076

- Draw a map of the site, providing the following information in the space below, if applicable;
1. The Boundary lines of the site, including dimensions
 2. An arrow indicating direction north
 3. All roads, public and private, that provide access to the site.
 4. All bodies of water and/or drainage systems
 5. Proposed structure and its dimension.
 6. All existing structures
 7. All easements of records (roads, utilities, etc.)
 8. Any stormwater drainage plans
 9. Location of sewer, water line and/or any leach field or well, if applicable
 10. Distance from all property lines and any bodies of water to architectural projections of structures.
 11. Parking spaces, access and driveways as required by zoning ordinance or special conditions.

Building Permit Plot Plan



I/WE CERTIFY THAT THE PROPOSED CONSTRUCTION WILL CONFORM TO THE DIMENSIONS AND USES SHOWN ABOVE AND THAT NO CHANGES WILL BE MADE WITHOUT FIRST OBTAINING APPROVAL. I/WE CERTIFY THAT THE PROPOSED CONSTRUCTION, ALTERATION AND/OR REPAIR WILL CONFORM TO THE LOCAL PLANNING AND ZONING AND HEALTH DEPARTMENT REQUIREMENTS THAT WILL BE IN EFFECT ON THE DATE OF THE GRANTING OF THE BUILDING PERMIT.

NAME OF OWNER(S) _____

DATE: _____

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

THOMAS A. BUSHNELL
ATTORNEY AT LAW
PO BOX 1833
BONNERS FERRY, ID 83805

RECEIVED
SEP 29 2020
COUNTY RECORDER

STATE OF IDAHO }
County of Boundary }

Filed by: Bushnell Law
on 04/16/2020 at 01:18 PM
Glenda Poston
County Recorder
By Deputy

Fees: \$ 15.00
E-Recording
Recording Number: 281471

SUP 11-21 Parcel # PPB 0120007017BA
(Space Above For Recorder's Use)

WARRANTY DEED

For the consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, **ALVA VERNON BAKER and ELVA MAY BAKER as Trustees of THE ALVA V. BAKER and ELVA M. BAKER TRUST**, ("Grantor"), conveys, grants and warrants to **KENNETH BAKER and TERESA BAKER**, Husband and wife, community property, with rights of survivorship ("Grantee"), whose address is PO Box 1342, Bonners Ferry ID 83805 and its successors and assigns forever, the following described real property:

Lots 9, 10, 11, 12, and 13 in Block 7, BONNERS FERRY ADDITION TO THE TOWN OF BONNERS FERRY, IDAHO, according to the plat thereof on file with the Boundary County, Idaho, Recorder.

This conveyance shall include any and all estate, right, title, interest, appurtenances, tenements, hereditaments, reversions, remainders, easements, rents, issues, profits, rights-of-way and water rights in anywise appertaining to the property herein described as well in law as in equity.

The Grantor covenants to the Grantee that Grantor is the owner in fee simple of said premises; that the premises are free from all encumbrances, excepting those as may be herein set forth, and excepting those of record, and that Grantor will warrant and defend the same from all lawful claims.

SUP 1121 Parcel # RPB0120007077BA

IN WITNESS WHEREOF, the Grantor has executed this instrument on this 16th day of April, 2020

RECEIVED
SEP 13 2021
NOTARY PUBLIC

Alva Vernon Baker
ALVA VERNON BAKER as Trustee of THE
ALVA V. BAKER and ELVA M. BAKER TRUST

Elva May Baker
ELVA MAY BAKER as Trustee of THE ALVA V.
BAKER and ELVA M. BAKER TRUST

STATE OF IDAHO)
) ss.
County of Boundary)

On this 16th day of April 2020, before me Thomas A. Bushnell, a Notary Public for the State of Idaho, personally appeared ALVA VERNON BAKER and ELVA MAY BAKER as Trustees of THE ALVA V. BAKER and ELVA M. BAKER TRUST known or identified to me, to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

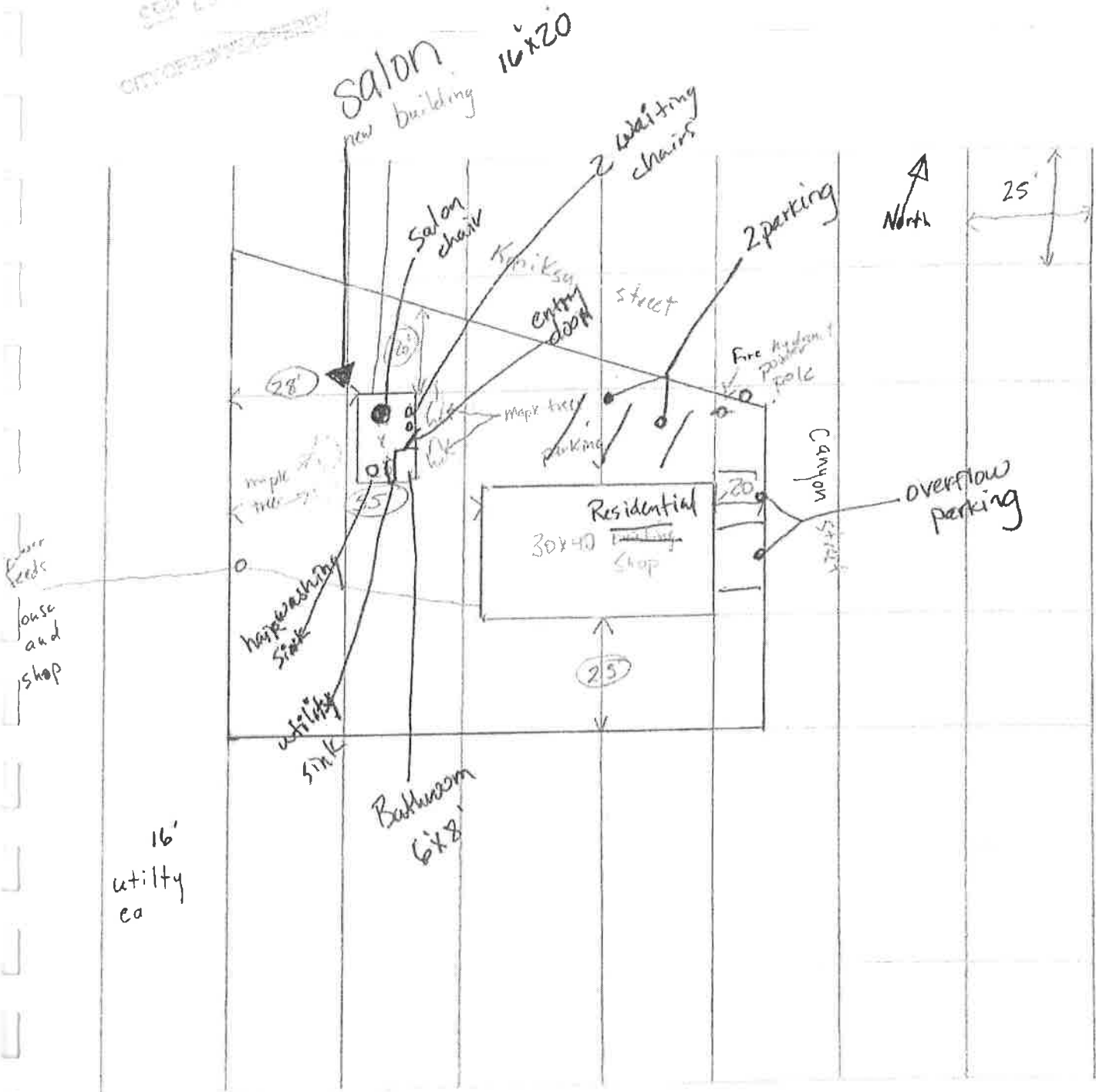


Thomas A. Bushnell
NOTARY PUBLIC FOR IDAHO
Residing at Boundary County Idaho
My Commission Expires 10/13/2022

Baker Kerkoff RPBO 12000 70 178A

SUP 11-21

RECEIVED
SEP 29 2021
CITY OF DENVER



Boundary County Assessor

SUP 1/21

RPB00000227140A
AREBALO, VICTORIA

RPB00000227150A
TRITT, WILLIAM S

RPB00000227120A
REASONER,
MICHAEL D

RPB00000227130A
BOUNDARY COUNTY
(RSTRUM SHOP)

RPB00000227110A
GIESE, CHRISTOPHER

RPB00000228583A
AOS, TRYGVE

RPB00000228582A
BOUNDARY
COUNTY SENIOR

RPB00000228870A
FULGHAM,
DIXIE L ESTATE

RPB00000227090A
BOUNDARY COUNTY
(RESTORIUM)

RPB00000227100A
IDAHO PUBLIC
HEALTH DIST #1

RPB00000228600A
PONCE, JOEL

8620A

RPB00000228660A
CARLSON, NANCY
ANN TRUST

RPB00000228680A
LILJESTAM,
JOYCE ANN TRUST

RPB00000228705A
BORGMAN,
JAMES D

RPB00000228706A
RICCI, KIERAN

RPB00000228620A
AMOTH REV INTER
VIVOS TRUST

RPB00000228702A
LECRENSKI,
ROBERT T LE

RPB0120008018AA
TOBIN, AMANDA

KANIKSU ST

RPB0120008009AA
LILJESTAM,
JOYCE ANN TRUST

62N 1E

RPB0120007013AA
BAKER, KENNETH

RPB0120007017BA
BAKER, KENNETH

RPB0120008007AA
SCHLABACH, RYAN L

RPB0120008024BA
BALL OTHER
PROPERTIES LLC

RPB0700001004AA
BOUNDARY COUNTY
COMM HOSPITAL

RPB0700001001AA
BOUNDARY COUNTY
(HOSP PARKING)

RPB0120008005AA
WALL, DAVID

RPB0700001001BA
BOUNDARY COUNTY
(HOSPITAL LWN)

RPB0120007008AA
BECK, REBECCA

RPB0120007020AA,
MCDONALD,
SIDNEY L

004AA
RPB0120008004AA
GALBRAITH,
STEPHEN

RPB0120008004AA
BOUNDARY COUNTY
(HOSPITAL LWN)

RPB0120007015AA
BONNERS FERRY
CITY OF

RPB0700001012BA
BOUNDARY COUNTY
(HOSPITAL PKG)

RPB0700001013GA
BOUNDARY COUNTY
COMM HOSPITAL

RPB0120007024AA
SOZO INVESTMENT
GROUP LLC

RPB0700001013FA
BOUNDARY COUNTY
(DOCTOR'S OFF)

RPB0120008003AA
BOUNDARY REGIONAL
COMMUNITY

RPB0120007003AA
ROBINSON,
GRACE E

RPB07000010140A
BOUNDARY REGIONAL
COMMUNITY

RPB0120013012AA
WEST REV INTER
VIVOS TRUST

RPB0700001013EA
COMANCHE
HOLDINGS LLC

COMANCHE ST
CHINOCK ST

RPB0120013007AA
MULFORD,
JACOB C

RPB0120013009AA
KOEHN,
TIMOTHY J

RPB0120013005AA
SCHUMAN,
DAVID J

RPB0120013028AA
HINDS
TRUST

RPB0120015009AA
BOUNDARY REGIONAL
COMMUNITY

RPB0120013000AA
KOEHN, TIMOTHY J

RPB0700003001AA
STAPLEY
ROSS

RPB0700004001BA
USA IN
TRUST FOR

RPB01200130020A
ASHWORTH,
BRET LEE

RPB0120013030AA
KOEHN,
TIMOTHY J

RPB0700004001AA
DI VITTORE,
STEVEN E

RPB01200150070A
SMITH, JASON P

003AA
RPB0120015004AA
GALBRAITH, STEPHEN

NAVAHO ST

170911A
STON W
RPB0120015003AA
BRAZELL, MICHAEL

0 45 90 180 Feet

File Name: GALBRAITH,
Date Printed: 8/20/2021 by public: HEN E

This map is provided for informational purposes only. The parcel map DOES NOT REPRESENT A PROFESSIONAL SURVEY and is intended only as a geographic representation. Every effort has been made to ensure accuracy and completeness. The County will in no way be held responsible for any errors, omissions, or interpretation.

MACE LIVING TRUST

Julia Fairchild

From: Teresa <bakerfarms4@frontier.com>
Sent: Wednesday, September 29, 2021 6:26 PM
To: Julia Fairchild
Subject: Re: special use permit

Parcel#RPB0120007017A
There would be a one chair salon

Bakers 

On Sep 29, 2021, at 9:05 AM, Julia Fairchild <jfairchild@bonnersferry.id.gov> wrote:

Morning Kenny & Teresa. I sent in your special use permit to Lisa at Ruen-Yeager and she has a few questions. What exactly are you doing at this address? It's not specific. Also, what is the parcel number?

Thanks
Julie 

[EXTERNAL] This message originated outside of City of Bonners Ferry. Do not click links or open attachments unless you recognize the sender, are expecting something from them, and know the content is safe. Please report malicious emails to the Exbabylon Managed Service Team.

NOTICE OF PUBLIC HEARINGS

Notice is hereby provided that public hearings pursuant to Idaho Code 67-6509 and Bonners Ferry City Code have been set for the City of Bonners Ferry Planning and Zoning Commission for **NOVEMBER 18, 2021, AT 5:15 PM** at Bonners Ferry City Hall to consider recommendations to the City Council for the following:

File #SUP010-21 – JAMES ROBINSON is requesting approval for a special use permit to allow for a professional office (Enviro Assessment PC) within an existing home located at 6491 Washington Street in Bonners Ferry. The property is described as Lots 4-6, Block 1, Riverview Addition, and is zoned Residential A.

File #SUP011-21 – KENNETH & TERESA BAKER are requesting approval for a special use permit to allow for a one-chair styling salon on their property, located at the corner of Canyon and Kaniksu Streets in Bonners Ferry. The property is described as portions of Lots 14-17, Block 7, Bonners Ferry Amended, and is zoned Residential A.

The public is welcome and encouraged to attend the hearing or provide written response. Any written comment greater than one (1) page must be submitted at least six (6) days prior to the meeting. Written material not exceeding one (1) page may be read into the record the day of the hearing. Public wishing to speak at the public hearing may do so in compliance with Resolution 2014-06-01, a copy of which is located at City Hall. The hearing will be available via Zoom video conferencing by logging in at: <https://us02web.zoom.us/j/86862147479> or phone at +1 253 215 8782. Meeting ID: 868 6214 7479.

The deadline for submitting written comment and/or material longer than 1 page is **November 12, 2021 by 5pm**. Written comment can be mailed to City of Bonners Ferry, Planning and Zoning, P.O. Box 149, Bonners Ferry, ID 83805, or faxed to (208) 267-4375.

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

City of Bonners Ferry Planning and Zoning Dept.

End of legal

ATTEST:
PUBLISH:

Lisa M. Ailport
Bonners Ferry Herald October 28, 2021

MAIL:
POST:
POST:

By **November 2, 2021** to landowners within 300'
Property by **November 10, 2021**
Website by **November 2, 2021**

MINUTES
CITY PLANNING AND ZONING COMMISSION
Bonnors Ferry City Council Chambers
7232 Main St.
(208) 267-3105
November 18, 2021
5:15 pm

Vice Chair Andy Howe called the Planning and Zoning meeting for November 18, 2021 to order at 5:15 pm. Planning and Zoning Commissioners present were: Andy Howe, Glenda Poston, Sue Larson, Dave Gray and via zoom was Chris Rawlings. Also present were: Contract Planner Clare Marley, and Planning & Zoning Clerk Julie Fairchild

PUBLIC COMMENTS

Kenneth & Teresa Baker and James Robinson from the public were present.

CONSENT AGENDA

1. Approval October 21, 2021, Minutes: **ACTION ITEM.**
Commissioner Glenda Poston moved to approve the minutes October 21, 2021. Commissioner Sue Larson second the motion. The motion passed all in favor.
2. Adoption of 2022 P & Z Commission calendar: **Action Item.**
Commissioner Glenda Poston moved to approve the 2022 P & Z Commission calendar. Commissioner Sue Larson second the motion. The motion passed all in favor.

NEW BUSINESS

3. File #SUP010-21-James Robinson:

James Robinson is requesting approval for a special use permit to allow for a professional office (Enviro Assessment PC) within an existing home located at 6491 Washington Street in Bonnors Ferry. The property is described as Lots 4-6, Block 1, Riverview Addition, and is zoned Residential A.

Andy asked if there is any conflicts of interest with this file. Chris said he has known James Robinson and family for a long time and wants to be transparent about knowing James and his family. Clare said ordinarily a friendship isn't a reason for a conflict so he should be good.

Clare said that this property is about .42 of an acre, zoned residential, and this particular zone does allow for offices but excludes medical offices. Clare said that James Robinson estimates about 5 employees with 5 office spaces and the proposal is 8 to 5 Monday through Friday. Clare said there is 5 parking spaces plus 1 additional in a covered car parking area with dimensions of 42 across the top. Clare said since we did some major changes to our parking ordinances about one year ago, the closets, stairways, and hallways were not included in the square footage of this building layout as well as the downstairs since there is a large area of kitchen and access points. Clare said she did the calculations and said there needs to be at least 5 parking spaces. Clare said this was sent to City streets, fire, engineering, electrical and Panhandle Health District, in which Health District advises structure served by city water and sewer and there is no further comments. Clare said there is one written public comment, business sounds ideal. Concerned about parking plan not showing individual parking stalls. Unclear how 5 vehicles could fit on either side of the rectangle shown in parking plan and allow room to exit vehicles. Parking spaces seem full already. Clare said all of our decisions need to reflect the standards in our ordinance and here

is a few bullet points: allowable use, harmonious with plan and character of vicinity, hazardous, adequate services, excessive public expenditures for services, uses detrimental, noise, lights, glare, fumes, approaches or avoid interference with traffic, destroy or damage scenic or historic features. Clare said the staff report requires a series of standard requirements for the extension of the permit is within 2 years to complete all conditions of approval. Clare said subsequent owners of the parcel shall be require applying for a special use permit if they desire to continue the special use, pursuant to Bonners Ferry City Code 11-5-3. Clare said the use shall be developed and operated in accordance with the approved application. Clare said a minimum of five parking stalls shall be always maintained for use of the professional office employees and customers. Clare said prior to use the applicant shall obtain a change of use building permit from the City of Bonners Ferry. Clare said the structure shall be limited to professional office space and shall not include medical offices and the use of the structure for a professional office is limited to the existing residence. Sue Larson asked if employees would be backing out onto the street. Clare said she'll address that after James speaks.

James Robinson, the applicant, stated he's had the business in town for 8 years and has lived at this address for 5 years and he understands his business and the house. James said he has fit 5 cars plus 1 in the covered parking and there hasn't been a single accident. James said you can see oncoming traffic before you get into street and there routinely wouldn't have 6 cars there all the time. James said it is an internet-based company professional office and has only had 3 clients walk in his office in the last 8 years and that was just to say hi. James said that is the reason why he wants to vacate the space and move to the house. Sue asked if anybody would be living in this building. James said nobody will be living there, it's only used for office space. Glenda asked if the employees would be there from 8 to 5. James replied that yes, they would. James said there will be security cameras and one company truck that would stay there overnight. Glenda asked what his time frame is. James said he would like to be fully up there by June. Andy asked if there was a plan for a sign on the building. James replied that there would be no sign. Chris asked how many bedrooms is this house. James replied that there is 4 bedrooms on the second floor.

Andy said there is no public here that would like to speak for James Robinson. Andy asked the staff if there were any other comments. Sue asked why we haven't heard from the street department. Clare replied we presume they had no comments since we didn't hear from them.

Andy asked for any deliberation. Chris said this applicant has met all the requirements and expectations of the City and is in favor of this application. Sue said she has no reason to not be in favor of this application.

Glenda Poston motioned to approve to recommend to City Council approval of this File #SUP010-21, for special use permit to allow the use of an existing home at 6491 Washington Street for a professional office, finding that it is in accord with the standards of Bonners Ferry City Code for special use permits and adopted comprehensive plan, as enumerated in the findings as presented in the staff report (or as amended) and based upon testimony received at the Commission hearing. I further move to adopt the conditions of approval as written. Sue Larson and Chris Rawlings both second the motion. The motion passed all in favor.

4. File #SUP011-21-Kenneth & Teresa Baker:

Kenneth & Teresa Baker are requesting approval for a special use permit to allow for a one-chair styling salon on their property, located at the corner of Canyon and Kaniksu Streets in Bonners Ferry. The property is described as Lots 14-17, Block 7, Bonners Ferry Amended, and is zoned Residential A.

Andy asked if there were any conflicts of interest with this hearing. Chris replied saying that he knows both Kenneth and Teresa Baker and will be objective for our purposes today.

legal notices are given and keeping the project on time. Clare said if you want to form a subcommittee then it's your responsibility to figure those people and appoint those people to serve on that. Sue asked if Clare would be involved. Clare replied she would attend meetings and just be the middleman. Glenda said she doesn't see anything wrong with the advisory committee but does see something wrong with the committee of newcomers. Clare said that they can make the choices of who to put on the committee. Clare said you can put one of your own on it. Sue said she would do it and Chris agrees but it would be nice to have extra heads and additional input. Sue suggested to anybody from this committee that wants to be on it should be. Clare asked how she finds out who is interested. Andy said to get a list of the steering committee.

UPDATES & ANNOUNCEMENTS

6. Schedule Updates & Announcements-**DISCUSSION/DIRECTION TO STAFF**
 - a. Pending files, zone change
 - b. Pending agenda for January
 - c. Council, Commission, and staff announcements

Commissioner Sue Larson moved to adjourn the meeting. Commissioner Glenda Poston seconded the motion. The motion passed all in favor. The meeting adjourned at 6:28.



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: December 2, 2021
RE: Contract with SCJ for Comprehensive Plan Rewrite

The attached scope and contract from SCJ are to rewrite the city's 2006 comprehensive plan to include the 17 statutory requirements along with the five social determinates of health throughout the plan. The city council recommended that Staff negotiate a contract with SCJ after completing a nationwide search for a contractor to assist with this endeavor.

The resulting contract and scope identify the process for developing a robust comprehensive plan for the city. As with any community plan, there is a tremendous amount of public involvement that is needed to make sure the plan is drafted with the Bonners Ferry citizen in mind. The total cost for completing this project is estimated at just under \$70,000.

FISCAL IMPACT STATEMENT:

SCJ has provided a planned scope to complete the comprehensive plan rewrite for a cost not to exceed \$70,000. The city has received \$50,000 from the Blue Cross Foundation to aid in the planning document. This leaves an additional \$20,000 that the city would have to fund from other sources. Staff offers the following for considerations.

- Bonners Ferry Urban Renewal Agency- A major opportunity with this planning effort will be to focus on under-developed or undeveloped land, and a major portion of that property lies within the urban renewal districts.

Staff met with the URA on November 29 and December 2 to discuss any possibilities to provide funding for this effort. URA board members expressed concerns with the ability to fund any additional projects in the city at this time due to a fiscal constraint within the URA. The URA, while supportive of the planning effort, would like to be considered as a last resort.

- American Rescue Plan Act Funds- It is the opinion of staff that the city may use a portion of the ½ million dollars of ARPA funds to cover any of the remaining funding needed. According to information put out by the State of Idaho, prepared by the US Dept. of

Treasury, ARPA funds can be used to support the growth and development of public outdoor parks and other amenities, for the purpose of [Providing programs and services designed to build stronger neighborhoods and communities *and to address health disparities and the social determinants of health*... For example, investments in parks, public plazas, and other public outdoor recreation spaces may be responsive to the needs of disproportionately impacted communities by promoting healthier living environments and outdoor recreation and socialization to mitigate the spread of COVID-19.]

Planning for these long-range goals does align directly with the purpose of the funds and would be a great investment into the city's future as we navigate future strains of COVID.

- Blue Cross- Community Health Champions grant dollars. The city was the recipient of another \$20,000 to be used towards a project within the city that furthered at least one area of the social determinants of health. Staff met with the Executive Director of the foundation, who expressed concerns with the city's commitment level on the plan.

The foundation would like to see the city provide a financial contribution towards the plan, so they see overall commitment to the plan. Any amount requested from the foundation, in addition to the already committed \$50,000, would need to be approved before funding could occur.

- General Fund contribution- The city could dedicate a small portion of funding from the general fund contingency account for use towards the planning effort.

STAFF RECOMMENDATION

Based on the above, staff recommends that council authorize the mayor to sign the contract with SCJ for completion of the rewrite of the city comprehensive planning efforts, with the remaining funding to be covered as council desires.

Please let me know if you have any questions.

Thank you.

INDEPENDENT CONTRACTOR AGREEMENT

This **INDEPENDENT CONTRACTOR AGREEMENT** is hereby entered into this 79th day of November, 2021 (“Effective Date”) by and between **The City of Bonners Ferry**, a political subdivision of the State of Idaho, located at 7232 Main St, Bonners Ferry, ID 83805 (the “City”) and **Shea, Carr & Jewell, Inc. (dba SCJ Alliance)** located at 108 N. Washington St, Ste 300, Spokane, WA 99201 (the “Contractor”).

WITNESSETH

WHEREAS Contractor is willing to provide services to City as an Independent Contractor, and City is willing to accept services from and compensate Contractor for said services subject to this Agreement;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement, City and Contractor agree as follows:

1. **SERVICES.** Contractor herewith agrees to perform the following services, as more particularly described in the Scope of Work attached hereto as *Exhibit A* (the “Services”):

Prepare a Comprehensive Plan that shall include all required elements by the State of Idaho’s Local Land Use Planning Act. The plan shall have a thematic tie back to health to provide clear and predictable guidance to community leaders, developers, stakeholders, and citizens on how the city will grow in a pragmatic, yet health minded way. See *Exhibit A* for the Project Management Work Plan, which includes a Scope of Work and Schedule.

The Parties acknowledge that they may amend and modify the Services only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

2. **PROJECT SCHEDULE.** Contractor shall complete the Services on the following schedule (the “Project Schedule”):

See *Exhibit A*.

Contractor shall use commercially reasonable efforts to meet the Project Schedule, and the City agrees to cooperate in good faith to allow Contractor to meet the Project Schedule in a timely and professional manner. The Parties acknowledge that they may amend and modify the Project Schedule only through written Amendment, which shall be attached to this Agreement and incorporated herein upon mutual execution.

3. **TERM OF AGREEMENT.** Subject to Section 2, this Agreement shall begin on the Effective Date and shall expire on or before December 31, 2023.

4. PAYMENT.

- a. Compensation. City shall pay Contractor, and Contractor shall accept from City, in full payment for the Services under this Agreement, the following compensation: not to exceed \$70,000 (the "Compensation"). Contractor shall invoice the City monthly for the services completed, and the City shall pay Contractor within thirty (30) days of the City's approval of the same.

5. PROFESSIONAL LICENSES & COMPLIANCE WITH LAWS. Contractor shall obtain and be responsible for all occupational and professional licenses and permits required to perform the Services prior to the commencement of the same. Further, Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services.

6. CONTRACTOR, DEFINED.

- a. Independent Contractor. Contractor is and shall always be an independent contractor with respect to the Services performed hereunder. Contractor accepts full and exclusive liability for the payment of any and all premiums, contributions, or taxes for workers compensation, Social Security, unemployment benefits, or other employee benefits now and hereinafter imposed under any state or federal law which are measured as wages, salaries or other remuneration paid to persons employed by Contractors on work performed under the terms of this Agreement.
- b. No Third-Party Beneficiary. Nothing contained in this Agreement, nor any act of the City or Contractor, shall be deemed or construed to create any third-party beneficiary or principal and agent association or relationship involving the City. The Contractor has no authority to take any action or execute any documents on behalf of the City.
- c. Miscellaneous. As used herein, Contractor shall include all owners, members, shareholders, directors, officers, agents, employees, heirs, assigns, and subcontractors of Contractor. All Contractor's employees engaged hereunder shall be at least 18 years of age. Further, the City reserves the right to remove employees of Contractor or Subcontractor engaged hereunder for substandard work, gross negligence or intentional disregard for City property, or drug or alcohol use.
- d. This Section shall survive expiration or termination of this Agreement.

7. OWNERSHIP RIGHTS. Contractor understands and agrees that the Work Product created by Contractor hereunder is for the sole and exclusive use of the City. Contractor further understands and agrees that the City shall be the sole and exclusive owner of all right, title, and interest in and to such Work Product. The City has the right to use or not use the Work

Product and to use, reproduce, reuse, alter, modify, edit or change the Work Product as it sees fit and for any purpose. Any such use for another project shall be without liability to Contractor. This Section shall survive expiration or termination of this Agreement.

8. **CONFIDENTIALITY.** All designated confidential information disclosed by the City to the Contractor hereunder shall be kept confidential by Contractor, unless withholding such information would prevent the Contractor from establishing a claim or defense in an adjudicatory proceeding. In such event, Contractor agrees to use all reasonable precautions to ensure that all such confidential information is properly protected and kept from unauthorized persons or disclosure. This Section shall survive expiration or termination of this Agreement.

9. **REPRESENTATIONS AND WARRANTIES.**

a. Contractor represents and warrants to the City that Contractor is free to enter into this Agreement and that Contractor's performance hereunder shall not conflict with any other Agreements to which Contractor may be a party. Contractor further represents and warrants to the City that the Work Product is unique and original, is clear of claims or encumbrances, and does not infringe on the rights of any third parties. Contractor shall comply with all federal, state, and local laws, ordinances and regulations governing the Services. This Section shall survive expiration or termination of this Agreement.

10. **INSURANCE.**

a. General. Prior to Contractor's commencement of the Services and during the term of this Agreement, Contractor shall carry the following insurance with an insurance company duly admitted into the State of Idaho which maintains an A.M. Best rating of "A-" or better:

- i. *Professional Liability* with coverage of not less than \$1 million each claim and \$2 million aggregate;
- ii. *Workers' Compensation and Employers' Liability Insurance* with coverage of not less than \$100,000 for bodily injury caused by accident and \$100,000 for bodily injury by disease unless Contractor attaches a Workers' Compensation Coverage Waiver hereto; and
- iii. *Business Auto Liability Insurance* with coverage of not less than \$1,000,000 for each accident.

b. Certificates of Insurance. Each Certificate of Insurance shall be attached hereto as **Exhibit B** and provide the following: a) designation of the City as an Additional Insured; and b) an endorsement for Waiver of Subrogation. Early cancellation or termination of the City's coverage hereunder shall constitute default.

- c. Survival. This Section shall survive expiration or termination of this Agreement

11. NON-DISCRIMINATION PROVISIONS.

- a. **Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- b. **Nondiscrimination.** The contractor, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- c. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.
- d. **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bonners Ferry to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the City of Bonners Ferry, or the Idaho State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- e. **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Bonners Ferry and the Idaho State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited:
 - i. Withholding of payments to the contractor under the contract until the contractor complies, and/or;

ii. Cancellation, termination, or suspension of the contract, in whole or in part.

f. Incorporation of Provisions. The contractor shall include the provisions of paragraphs (2.1.) through (2.6.) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontractor or procurement as the City of Bonners Ferry or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the City of Bonners Ferry enter into such litigation to protect the interests of the City and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

12. BREACH. As used herein, Breach shall mean any failure to by a party hereunder to perform any of its obligations under this Agreement, including but not limited to: Contractor's failure to commence or otherwise perform the Services in accordance with the provisions of this Contract, Contractor's failure to use an adequate amount or quality of personnel or equipment to complete the Services without delay, a party's adjudication as bankrupt, assignment of this Agreement for the benefit of its creditors, insolvency, or any party's failure to make prompt payments required hereunder, including Contractor's payments to its subcontractors, materialman, or laborers.

13. TERMINATION OF AGREEMENT.

a. By the City. In the event of Contractor's Breach hereunder, the City may, after giving the Contractor three (3) days' written notice, terminate this Contract and take possession of the Services. Upon receipt of such notice, Contractor shall cease operations and terminate existing subcontractors and purchase orders to the extent directed in the notice and complete such portions of the Services and take all actions to mitigate any losses and damages arising from the termination, as specified in the notice. Upon termination pursuant to this Section, the Contractor shall be entitled to receive, as full and final compensation for the Services, the Contract Sum attributable to the Services properly performed prior to the effective date of termination to the extent not previously paid and reasonable and necessary termination expenses for demobilization (subject to the City's receipt of supporting documentation acceptable to the City) and the ratable proportion of the Contractor's profit earned as of that date, provided, however, that the total amount paid to Contractor pursuant to this Section shall not exceed the Compensation.

b. By the Contractor. Contractor shall have the right to terminate this Contract in the event the City has failed, without cause, to make payment required hereunder, or the Project has been suspended for more than one hundred twenty (120) days;

however, provided that such suspension is not the result of acts of force majeure or acts or omissions of the Contractor.

- c. Effect of Termination. In the event of termination under this Section, this Agreement (other than those Sections which survive termination, as stated herein), shall forthwith become wholly void and of no further force and effect; provided, however, that nothing herein shall relieve any party from liability for willful Breach of this Agreement.

14. INDEMNIFICATION. Contractor herewith agrees to indemnify and hold the City, its officers, agents, officials and employees, harmless from any action, causes of action, claims for relief, demands, damages, expenses, costs, fees, taxes, or compensation, to the extent caused by the negligent acts or omissions of the contractor and anyone for whom contractor is legally liable. This Section shall survive expiration or termination of this Agreement.
15. FORCE MAJEURE. Neither party shall be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control ("Force Majeure"), including, without limitation, strikes; work stoppages; acts of war or terrorism; civil or military disturbances; nuclear or natural catastrophes or acts of God; global, state-wide or local pandemics; state-wide or local states of emergencies which cause travel or movement restrictions; and interruptions or malfunctions of utilities, communications or computer (software and hardware) services; provided, however, that each party shall use reasonable efforts consistent with accepted practices in their respective industries to resume performance as soon as practicable under the circumstances. This Section shall survive expiration or termination of this Agreement.
16. ENTIRE AGREEMENT. This Agreement together with its exhibits and RFP contains the complete Agreement concerning the contracted service arrangement between the parties and shall, as of the effective date hereof, supersede all other Agreements between the parties. The parties stipulate that neither of them has made any representations with respect to the subject matter of this Agreement or any representations including the execution and delivery of this Agreement except such representations as are specifically set forth in this Agreement and each of the parties acknowledges that they or it have relied on its own judgment in entering into this Agreement. The Parties further acknowledge that any payments or representations that may have been made by either of them to the other prior to the date of executing this Agreement are of no effect and that neither of them has relied thereon in connection with their or its dealings with the other. The Contractor may subcontract out a portion of the work to another party only with the express written permission of City. It is acknowledged that any Agreement between the Contractor and Subcontractor is not binding on City.
17. MODIFICATION OF AGREEMENT. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if evidenced by writing signed by each party or an authorized representative of each party.

18. **NO ASSIGNMENT.** This Agreement is not assignable without the written consent of the Parties.
19. **DISPUTES.** Should any disputes arise with respect to this Agreement, the Contractor and the City agrees to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes. The Contractor agrees that the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Agreement in the accomplishment of all non-disputed work, any additional costs incurred by the Contractor or City as a result of such failure to proceed shall be borne by the Contractor; and the Contractor shall not make a claim against the City for such costs.
20. **CHOICE OF LAW.** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and under and pursuant to the laws of the State of Idaho and that, in any action, administrative action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Idaho shall be applicable and shall govern to the exclusion of the law of other forums. This Section shall survive expiration or termination of this Agreement
21. **NO WAIVER.** The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.
22. **SEVERABILITY.** The invalidity of any portion of this Agreement for any reason with not and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the severing of the invalid provision.
23. **UNDERSTANDING AND EFFECT OF AGREEMENT.**
- a. Parties acknowledge that they have been advised to consult legal counsel and have had the opportunity to consult with legal counsel prior to entering into this Agreement.
 - b. Parties warrant that they enter into this Agreement with full knowledge of the meaning and future effect of the promises, releases and waivers contained herein.
 - c. Parties warrant that they have entered into the releases and waivers contained in this Agreement voluntarily and that they make them without any duress or undue influence of any nature by any person.


24. PARAGRAPH HEADINGS. The titles to the paragraphs of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

25. ATTORNEYS' FEES AND COSTS. In the event of dispute hereunder, the prevailing party, as determined by a court of competent jurisdiction, shall recover its attorneys' fees and costs incurred to enforce this Agreement.

26. DUTY OF NOTIFICATION. Upon filing for bankruptcy or insolvency proceeding by or against the Contractor, whether voluntary or involuntary, or upon appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor shall immediately notify the City.

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

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

 _____
Contractor's Signature
William Grimes Principal
Printed Name of Contractor and Title
11-22-21
Date

City Signature

Printed Name of City Official and Title

Date

ATTEST:

Bonners Ferry City Clerk/Auditor

Date

Contact Information

Contractor's Contact Information
Name: Bill Grimes
Title: Project Manager
Address: 108 N Washington St, Ste 300
Spokane, WA 99201
Phone: 509-835-3770
Email: bill.grimes@scjalliance.com

City's Assigned Project Manager
Name: Lisa Ailport
Title: City Administrator
Address: 7232 Main St,
Bonners Ferry, ID 83805
Phone: 208-267-4379
Email: lailport@bonnersferry.id.gov

Approved _____

Exhibit A
Scope of Work (attached)

Contractor herewith agrees to perform the Services as set forth in this Exhibit.

Approved _____

EXHIBIT B
Certificates of Insurance

Approved _____

Exhibit A

City of Bonners Ferry Comprehensive Plan Update Scope and Schedule

The following scope of work is to provide the City of Bonners Ferry (the City) with a revised Comprehensive Plan which shall include all required elements by the State of Idaho's Local Land Use Planning Act. The resulting plan will be rooted in the 5 determinants of health and in accordance with any grant assurances by the Blue Cross of Idaho Foundation for Health. The phases below include a robust public outreach process over the course of several months through to adoption by the Bonners Ferry City Council following a public hearing by the Planning Commission. It is understood that the phases and tasks listed below may run concurrently, per the included schedule, and that the City will provide a single point of contact for each phase and associated deliverable(s).

Reviewing draft materials

The client team will review draft materials we provide, coordinating with all other commenting and reviewing staff to provide merged and organized revisions. Client will also provide a dedicated point of contact for the consulting team, who will provide the same.

Managing meeting logistics and advertising

The client team will handle all logistical details for process events, including legal noticing for workshops and hearings, drafting of resolution for plan adoption, venue arrangements/setup/teardown support, audio/visual equipment, advertising, tables and chairs, refreshments, facility rental, or whatever else may be required.

Public engagement

The RFQ specifically asks for consultant technical support to outline methods for encouraging active participation in the engagement process. A variety of engagement methods, events and outreach materials are scoped for by Contractor, but the City will be looked to for leading the outreach and noticing efforts to the public with Contractor assisting with the city's outreach efforts.

Phase 1: Project Management

This task includes activities related to project management by contractor, including project oversight, team coordination, project meetings, invoicing and progress reports, and quality assurance/quality control.

1.1 Monthly Progress Reports and Billings

Contractor will prepare and submit a monthly progress report and invoice. Progress reports will be submitted as part of the monthly billings. Bills will show staff hours by task. Progress reports will describe: (1) work performed in the prior month, (2) work planned for the coming month, (3) schedule status, (4) a summary of scope changes (if any), and (5) items needed from the City and/or others (if any).

1.2 Regular Conference Calls with Client Designated Contact

Contractor will conduct regular 15–30-minute conference calls between the City Contact and Contractor PM to discuss project status and needs. The project duration is anticipated to be from the contract execution date through December of 2022.

Phase 1 Deliverables:

- **Monthly Invoices and Progress Reports**
- **Regular 15–30-minute conference calls with client contact**

Phase 2: Inventory and Analysis

This phase of the project focuses on establishing a thorough understanding of the community’s current policy context and the issues this plan should address.

2.1 Kickoff

Contractor will meet with the client team to develop a work plan, and to review project management protocols. This meeting may be conducted via Zoom, though we would prefer (and will plan) to be there in person.

- Identify residents and business owners to invite for orientation interviews
- Review options for coordinating with an advisory committee and focus groups
- Preliminary review of locations and times for a studio pop-up, public workshop, and/or other potential community outreach efforts and events
- Review and/or obtain data sources, such as GIS layers

2.2 Plan and Code Review

- Analyze and assess the 2006 Comprehensive Plan, 2018 adopted transportation plan, 2018 adopted Bike and Pedestrian plan, 2018 Community Health Assessment, and other relevant plans, as deemed necessary
- Examine development regulations including, but not necessarily limited to Title 11 (zoning regulations) and Title 12 (subdivision regulations)

2.3 Health and Demographics

- Research Bonners Ferry’s socioeconomic demographics and community health profile using available local and national data sources, such as the 2018 Community Health Assessment for Boundary County, CDC Places project and SVI index, census data, and any pertinent local data that is available.

2.4 Built Environment

- Assess existing land uses, housing stock, infrastructure, growth, and development patterns
- Conduct preliminary assessment of vacant and buildable lands
- Assess current adequacy of any planned Capital Improvements
- Evaluate findings with respect to the social determinants of health with particular emphasis on the “neighborhood and built environment” determinant

2.5 Existing Conditions Report

Contractor will create an existing conditions report to summarize current circumstances based on best available data and rooted in the social determinants of health. This document will then serve as a baseline for moving forward with any proposed policies and future development scenarios.

- Summary of findings from tasks 2.1-2.4 above
- Includes two rounds of revisions to document

Phase 2 Deliverables:

- Overall project schedule and work plan
- Existing Conditions Report

Phase 3: Engagement

Contractor will develop a public outreach strategy to engage stakeholders identified such as City departments, the Planning Commission, an advisory committee, the business community, developers, social organizations, health organizations and the everyday Bonners Ferry resident. The following proposed events and activities are subject to change based on a mutually agreed upon public engagement plan, schedule, and budget.

3.1 Public Engagement Plan and Schedule

- Contractor will work with city staff to refine the overall project schedule based off a revised public engagement plan component, and solidify public engagement activities, a project calendar, and responsibilities for accomplishing certain tasks

3.2 Orientation interviews

- Conduct up to 20 (45 min) interviews by phone or video conference
- Questions developed in coordination with city staff prior to interviews
- Summary of interview notes

3.3 Engagement activities

City Council/Planning Commission Joint Meetings. Contractor will help facilitate and present at a joint Planning Commission and City Council kickoff to give an overview of the process, answer general questions and hear any initial input. Later in the process as the plan is taking shape, contractor will also present in a second joint session to the council and commission

- Planning Commission and City Council joint kickoff meeting
- Planning Commission and City Council joint workshop

Graphics and Content for Online Presence. We will create graphics, content, and provide technical support for the City's online web presence, including:

- Graphics, content, and technical support for project website or a page on existing City website
- Content and graphics for City social media channels

Advisory Committee Meetings. Contractor will present to an advisory committee established by the city at select iterations of the process.

- Three Advisory Committee Workshops – preparation, presentation, and attendance

Questionnaire. Contractor will design a draft online survey and build it within an identified platform for the city to distribute. The draft questionnaire will account for two rounds of revisions from city staff prior to integration into chosen platform. Contractor will compile and graphically represent the results of the public feedback.

Farmer’s Market Booth and Public Workshop. Contractor will set up a booth at the Bonners Ferry Farmer’s Market to engage and receive input from the public which will be continued later that evening at a public workshop. Typical materials that will be available may include mini polls, flipcharts, and sketch maps.

Planning Commission Workshop. Contractor will present to the planning commission following initial findings and feedback from the advisory committee.

- Preparation and presentation to the Planning Commission

Fair Booth and Public Open House. A public open house may be conducted the evening following presence at a Boundary County Fair Booth where participants will have the opportunity to review the draft plan and provide feedback.

Open House. Contractor will provide materials for and attend an open house to allow the community to provide input on the plan’s emerging recommendations.

Phase 3 Deliverables (pending finalized engagement plan):

- **Public Engagement Plan and Schedule**
- **20 orientation interviews with summary based on questions identified**
- **Content, graphics and technical support for City website or project website and social media channels**
- **Presentations and attendance for two joint Planning Commission / City Council meetings**
- **Presentations and attendance for three Advisory Committee Meetings**
- **Presentation and attendance for one Planning Commission workshop**
- **Farmer’s Market Presence**
- **Public Workshop**
- **Questionnaire Development and Summary Results**
- **Boundary County Fair Presence**
- **Public Open House**

Phase 4: Plan Preparation and Adoption

In this phase, we will prepare the draft and final Comprehensive Plan, working collaboratively with you on the plan’s structure and content.

4.1 Vision & Future Land Use Scenarios

Early public engagement activities will focus on the new vision, drawing from the community’s hopes and aspirations to propose a vision the community will vet, refine, and, ultimately, endorse. We also propose to shape this vision both in words and in plan, with a spatial vision relating aspirations and long-range hopes to specific parts of Bonners Ferry and the surrounding area. This will guide the policy framework and be interwoven with the social determinants of health.

- Provide plan vision with future land use mapping scenarios to city staff for one round of revision
- Present plan vision with future land use mapping scenarios to the Planning Commission
- Revise vision and future land use map based off feedback received at the Planning Commission workshop

4.2 Revised Policy Framework

We will modify the draft policy framework during this phase, assembling an updated framework based on the refined vision, community input results, questionnaires, participation, and other engagement activities. We will incorporate policy direction from existing transportation, utility, economic development, and regional plans, and proposed capital improvements, understanding regional and local public facilities initiatives and commitments, responsibilities, and areas for this plan's influence. The social determinants of health will be cross-referenced throughout all plan elements and the policy framework.

- Provide draft policy framework and future land use map to city staff for one round of revision
- Present policy framework to the Planning Commission
- Revise based off feedback received at Planning Commission feedback

4.3 Draft Comprehensive Plan

We will refer to the revised policy framework, organizing principles, and the social determinants of health to guide the plan's narrative, and prepare a draft for presentation at a joint meeting to the Planning Commission and City Council.

- Provide draft plan to city staff for one round of revision prior to public release
- Send draft plan to interviewees for individual feedback
- Coordinate with client contact to make revisions as necessary
- Present in joint session the draft plan to the Planning Commission and City Council
- Revise draft based on feedback from joint session

Following the workshop, the plan will be presented first to the client team for an initial review and then refined based on client comment for public hearing notification before the Planning Commission by City staff.

4.4 Final Comprehensive Plan

We will prepare a final plan based on direction by the Planning Commission following the public hearing. The final task will be to present the plan to the Bonners Ferry City Council for adoption by a resolution prepared by city staff.

- Present draft revised plan at a Public Hearing before the Planning Commission
- Revise draft plan based on feedback from public hearing
- Present final recommended plan to the City Council for adoption
- Revise plan based on any minor conditional approval language proposed

Phase 4 Deliverables:

- **Draft Comprehensive Plan with any revisions incorporated following each round of public engagement**
- **Presentation/exhibits for Planning Commission public hearing**
- **Presentation/exhibits to City Council for potential adoption**
- **Final Comprehensive Plan, including all working files**

PHASE SUMMARY TABLE



Bonnerrys Ferry Comprehensive Plan

Project #:

P#

Phase #	Phase Title	SCJ Hours	SCJ Direct Labor	Total Cost
<i>SCJ Labor</i>				
PHASE 01	Project Management	28.0	\$3,460	\$3,460
PHASE 02	Inventory and Analysis	94.0	\$12,590	\$12,590
PHASE 03	Engagement	214.0	\$29,460	\$29,460
PHASE 04	Plan Preparation & Adoption	172.0	\$23,630	\$23,630
Subtotal		508.0	\$69,140.00	\$69,140.00
<i>Subconsultants</i>				
	Subconsultant Markup:			\$0
Subtotal				\$0.00
<i>Reimbursable Expenses</i>				
Phase 99	Reimbursable Expenses			\$805
	Reimbursable Markup:			\$0
Subtotal				\$805.42
<i>Management Reserve Fund (MRF)</i>				
Phase 98				\$0
Total				\$69,945.42



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/1/2021

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.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER License # 0C36861 Seattle-Alliant Insurance Services, Inc. 1420 Fifth Ave 15th Floor Seattle, WA 98101 CONTACT NAME: PHONE (A/C, No, Ext): (206) 204-9140 FAX (A/C, No): (206) 204-9205 INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America 25674 INSURER B: Travelers Casualty Insurance Company of America 19046 INSURER C: Travelers Indemnity Company 25658 INSURER D: Continental Casualty Company 20443 INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Pollution Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) City of Bonners Ferry - Comp Plan Update and the SCJ project # 21-000150 City of Bonners Ferry is Additional Insured with respect to the General Liability per form attached.

CERTIFICATE HOLDER: City of Bonners Ferry, 7232 Main St, Bonners Ferry, ID 83805. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

3. The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.