

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

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

**AGENDA
CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
August 2, 2022
6:00 pm**

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

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/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 19, 2022 Special Council meeting minutes, July 19, 2022 Council meeting minutes, July 26 Special Council meeting minutes

NEW BUSINESS

4. **Planning and Zoning** – Consider the recommendation from Planning and Zoning for File #V04-22 Variance Application from Earnest and Cowell (attachment) {action item}
5. **Planning and Zoning** – Consider the recommendation from Planning and Zoning for File #AM014-21 and File #ZC02-21 from FJC, LLC and Boundary Community Hospital (attachment) {action item}

ADJOURNMENT

INFORMATION

Draft Minutes – Planning and Zoning, Golf Committee

**MINUTES
SPECIAL CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 19, 2022
4:00 pm**

Mayor Dick Staples called the Special Council meeting of July 19, 2022, to order at 4:00 pm. Present for the meeting were: Council Members Brion Poston, Rick Alonzo and Ron Smith. Also, present were: City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, and City Engineer Mike Klaus.

1. **City** – Budget workshop for fiscal year 2023 {action item}

Lisa gave a brief presentation of the budget. Mike reviewed the capital plans for the utility departments. Rate increases were discussed. Lisa will consult with the attorney prior to the next meeting.

ADJOURNMENT

The meeting adjourned at 5:14pm.

DRAFT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 19, 2022
6:00 pm**

Mayor Dick Staples called the Council meeting of July 19, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Rick Alonzo and Ron Smith. Also, present was City Administrator Lisa Ailport. No members of the public were present.

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

No public was present

REPORTS

No reports were given

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 5, 2022 Special Council meeting minutes, July 5, 2022 Council meeting minutes

Rick Alonzo moved to approve the consent agenda. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Rick Alonzo – yes, Ron Smith – yes.

ADJOURNMENT

The meeting adjourned at 6:02 pm.

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnars Ferry City Hall
7232 Main Street
267-3105
July 26, 2022
4:00 pm

Mayor Dick Staples called the Special Council meeting of July 26, 2022, to order at 4:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Rick Alonzo and Ron Smith. Also, present were: City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, and City Engineer Mike Klaus.

1. **City** – Budget workshop for Fiscal Year 2023 {action item}

Lisa said some capital was included in the budget. The budget has been balanced. Ron asked what the pay increases will be. Christine said \$1.00 per hour. Ron asked the result of the rate increase. Lisa said it was decided on five percent after talking to the attorney. Ron Smith moved to approve the Fiscal Year 2023 budget with the amendment to the Electric budget by \$1,000 to be taken from contingency or capital. Brion Poston seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes, Brion Poston – yes

2. **City** – Consider Proposed Budget for Fiscal Year 2023 and Authorize the Publication of Proposed Budget for Fiscal Year 2023 {action item}

Valerie Thompson moved to authorize the publication of proposed budget for Fiscal Year 2023. Brion Poston seconded the motion. The motion passed. Brion Poston – yes, Rick Alonzo – yes, Valerie Thompson – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 4:15 pm.



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 BONNERS FERRY CITY COUNCIL VARIANCE APPLICATION – EARNEST AND COWELL FILE #V04-22

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

Project Description: Requesting approval for a variance to allow an approximately 14-inch side yard setback, where 10 feet is required, to allow for the placement of a new freestanding sign.

Location: 6413 Main Street, Bonners Ferry

Legal Description: Tax 28 Section 33, Township 62 North, Range 1 East, B.M.

Parcel Size: ±1.9 of an acre

Applicants: Julieann Cowell and Ed Earnest

Applicant Representative: N/A

Application Filed: June 6, 2022

Publication Date: June 23, 2022

Notice Provided: MAIL: July 1, 2022
POST: July 12, 2022

Hearing Dates: Planning and Zoning: July 21, 2022
City Council Consideration: August 2, 2022

Planning & Zoning Recommendation: Approve with conditions, July 21, 2022

Hearing Packet: Application, site plan, public comment

I. APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code §67-6516, A variance is a modification of the bulk and placement requirements of the ordinance as to lot size, lot coverage, width, depth, front yard, side yard, rear yard, setbacks, parking space, height of buildings, or other ordinance provision affecting the size or shape of a structure or the placement of the structure upon lots, or the size of lots. A variance shall not be considered a right or special privilege, but may be granted to an applicant only upon a showing of undue hardship because of characteristics of the site and that the variance is not in conflict with the public interest. Prior to granting a variance, notice and an opportunity to be heard shall be provided to property owners adjoining the parcel under consideration and the manager or person in charge of the local airport if the variance could create an aviation hazard as defined in section 21-501, Idaho Code. Denial of a variance permit or approval of a variance 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 the requirements established thereby.

Bonnors Ferry City Code:

§11-1-3: Definitions & Appendix A
 Title 11 Chapter 14: Signs
 §11-7-1, et seq: Variances

Title 11, Chapter 7, Bonnors Ferry City Code, allows for any person or party to file an application for a variance and sets forth the required procedures and standards. Variances are not to be considered a special right or privilege but may be granted upon a showing of undue hardship due to site characteristics and that the variance is not in conflict with the public interest. Standards of review are summarized below.

II. PROPERTY INFORMATION:

1. Site acreage: About 1.9 of an acre
2. Access: Access to Main Street/Highway 2/Highway 95 via easement
 Property borders Main Street with approximately 7' of frontage but does not currently provide access at this location.
3. Services: City water, sewer, and electric.
4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Site	Commercial	Commercial	Commercial structure
North	Commercial	Commercial	Commercial uses - Chic-N-Chop restaurant
South	Commercial	Commercial	Commercial uses - Kootenai Valley Motel
East	Residential	Residential B	4-acre Residential Lot
West	Commercial	Commercial	Commercial Uses - Kootenai Valley Motel, Grocery Outlet, AutoZone

III. PROJECT OVERVIEW/SUMMARY

The applicants are requesting approval for a variance to allow an approximately 14-inch setback from two side yard property lines, where 10 feet is required, to allow for placement of a new freestanding sign for Kootenai Valley Motel and the Cowell business. The property is described as Tax 28 less right-of-way per Inst. #289577, on Main Street in Section 33, Township 62 North, Range 1 East, B.M. The site is zoned Commercial and is located between Chic-N-Chop and the Kootenai Valley Motel.



Aerial of Proposed Sign Location

Separate freestanding signs were located at the properties at 6409 Main Street (Kootenai Valley Motel) and 6413 Main Street (Cowell Property). Both signs were required to be moved due to the ongoing Idaho Transportation Department highway widening project in this area. Both landowners proposed to place one freestanding sign on the subject property at 6413 Main Street. Due to the increased height and sign face area of the proposed sign compared to the existing sign located on this property, city staff concluded that the proposed sign did not meet the nonconforming

“grandfathered” allowances of the sign standards at Bonners Ferry City Code section 11-14-9B.

While the subject property at 6413 Main Street is approximately 1.9 acres in size, the section immediately adjacent to Main Street is approximately 7’ wide. The property is described as Tax Lot 28, Section 33, Township 62 North, Range 1 East. According to Boundary County Assessor’s data, Tax Lot 28 was created prior to 1973. Any lot or parcel described on a recorded legal instrument of conveyance prior to December 29, 2005 is considered to be in compliance with Bonners Ferry subdivision code (Bonners Ferry City Code section 12-1-8D1). Based on this evidence, staff found that the approximately 7’ wide portion of this parcel was created in compliance with Bonners Ferry City Code.

City setback standards require a setback distance of 10’ or equal to the height of the sign, whichever is less, for freestanding signs in the Commercial zoning district (BFCC section 11-14-8 table 14.1 footnote 7). The overall height of the sign is 21’ per the building plans so the 10’ setback from all property lines applies. The application site plan shows that the sign will be located 125 inches (10’ 5”) from the front property line and will meet the required 10’ setback.

The applicant notes the basis for the variance request is that the portion of the property fronting Main Street is only 7’ wide and is unable to meet the 10’ side yard setback requirement. The existing Kootenai Valley Motel sign and the sign located on the Cowell property were required to be moved due to the highway widening project. The applicant notes that placement of a sign at the proposed location will provide better visibility and combine two existing freestanding signs into one.

IV. AGENCY COMMENTS

City staff sent a request for public agency comment on June 20, 2022, to city streets, fire, administrator, engineering, utilities, Idaho Transportation Department, and the International Selkirk Loop.

- Water and sewer had no concerns with the application
- The Idaho Transportation Department expressed concern about construction of the sign encroaching on neighboring lots, particularly the lot directly to the north.
- No additional agency comments were received

V. PUBLIC COMMENTS

One letter in opposition to the variance was submitted to the record by Clarice McKenney, who objected to the visual clutter of signs along Main Street and stated that the motel has sufficient room to meet city setbacks on its own property. At the public hearing, Tony Vilelli spoke in favor of the variance. The applicant submitted Exhibit A, a letter of support from the Chic-N-Chop ownership, during the hearing.

VI. STANDARDS REVIEW & ANALYSIS:

In order to approve a variance application, Bonners Ferry City Code requires evidence supporting the standards listed in the following table:

Standards Review Table §11-7-1	Findings Based upon evidence of record
A. The variance is not in conflict with the "spirit and intent" of the comprehensive plan and will not effect a change in zoning.	The requested variances will not change the zoning of this neighborhood. The Commercial zone permits freestanding signs outright. The applicant proposes to place a freestanding sign.
B. Are there exceptional or extraordinary physical circumstances or conditions, applicable to the property involved, or the intended use thereof, causing undue hardship, which do not apply generally to the property or class of use in the district, so that a denial of the relief sought will result in:	The approximately 7' wide portion of the subject property was created prior to 1973. If the current 10' setback was imposed, a sign would not be able to be placed on the portion of the property that fronts Main Street.
1. Undue loss in value of the property?	The application states this portion of the property is so narrow that without a variance a sign could not be placed here and that this portion of the property is not useful for other purposes.
2. Inability to preserve the property rights of the owner?	The application states that a sign would not be able to be placed on this property within view of Main Street without a variance.
3. The prevention of reasonable enjoyment of any property right of the owner?	Without a variance, the application states a sign would not be able to be placed within view of Main Street.
C. Is owner able to prove hardship?	The application provides the dimensions of the existing property, required setbacks, and shows the inability to place a sign on this portion of the property without a variance.
D. Will the granting of such relief be materially detrimental to the public health, safety or welfare, or injurious to the property or improvements of the other property owners, or the quiet enjoyment of such property improvements?	Staff and agencies reviewed street and safety aspects of the requested variances. No agencies returned comments expressing concern about the applications impact to public health, safety or welfare.
E. Is the reason for the variance caused by the owner's, or previous owner's actions?	Boundary County Assessor's records indicate that the subject property was created prior to 1973 and is in compliance with Bonners Ferry Subdivision standards per BFCC section 12-1-8D1. The applicants are being required to move their existing signs due to the highway widening project.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the variance with conditions on a unanimous vote following the July 21, 2022, public hearing. The City Council may require a public hearing before making a decision or may accept the Planning and Zoning Commission decision. The Council may request studies from the applicant or public agencies regarding social, economic, fiscal, and environmental effects of the proposed variance (Section 11-7-5, Bonners Ferry City Code). Draft motions are included with this report for either approval of the recommendation or setting the file for public hearing.

MOTIONS BY CITY COUNCIL:

Motion to Approve: I move to approve this file #V04-22, a variance to allow two approximately 14-inch side yard setbacks, where 10 feet is required, to allow for the construction of a freestanding sign, finding that it is in accord with the standards of Section 11-7-1 of Bonners Ferry City Code, as enumerated in the findings and reasoned statements contained in the staff report and based upon record testimony. I further move to adopt the following reasoned statement in the affirmative and conditions as written.

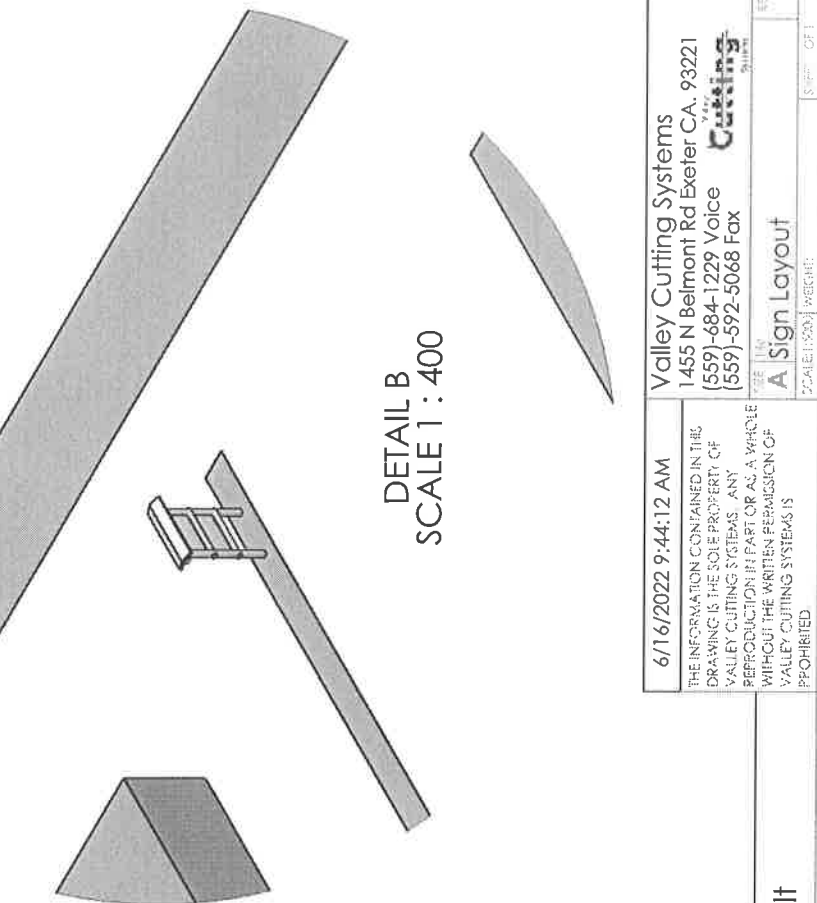
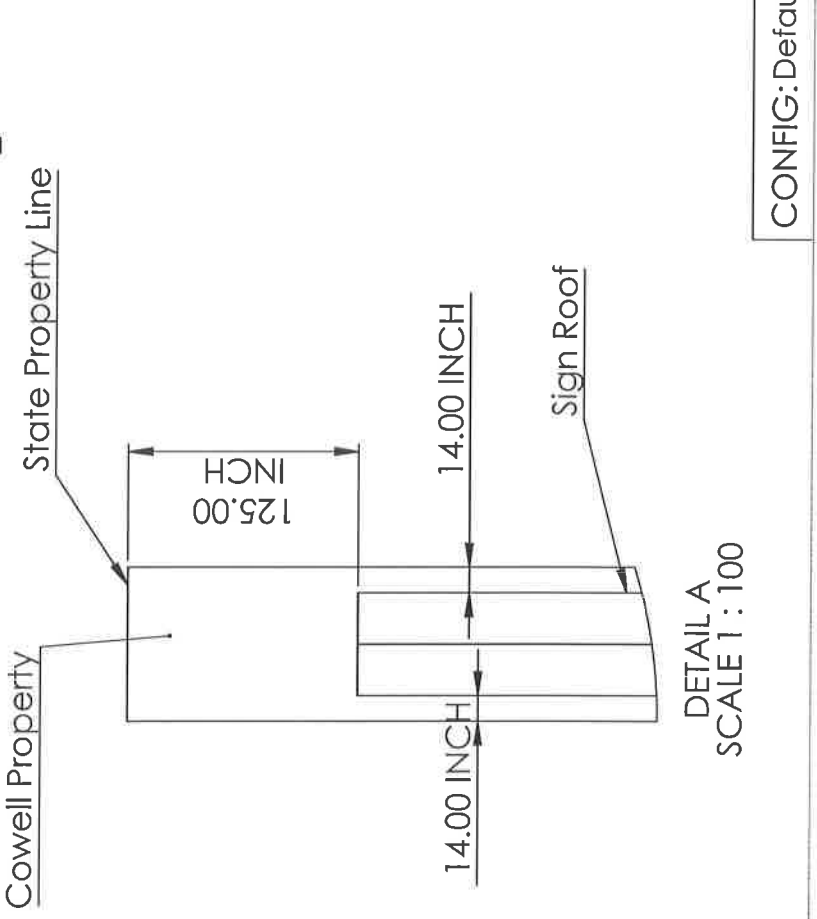
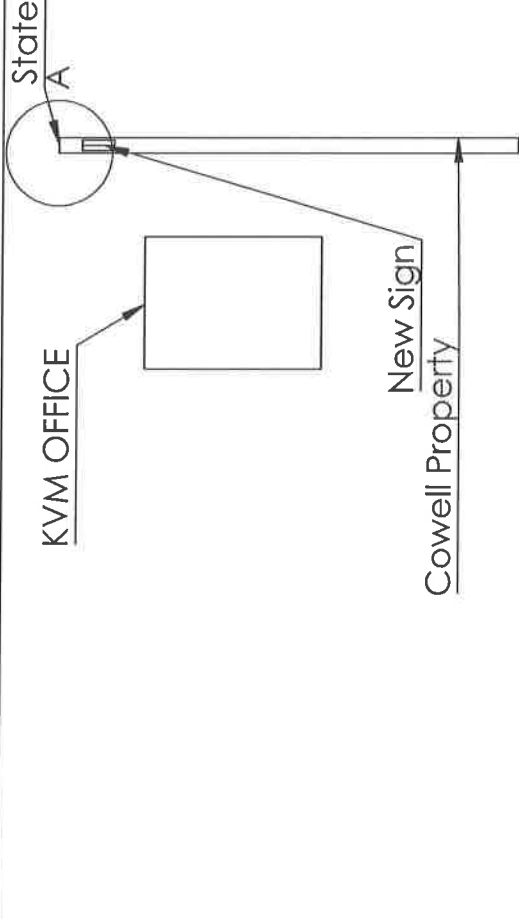
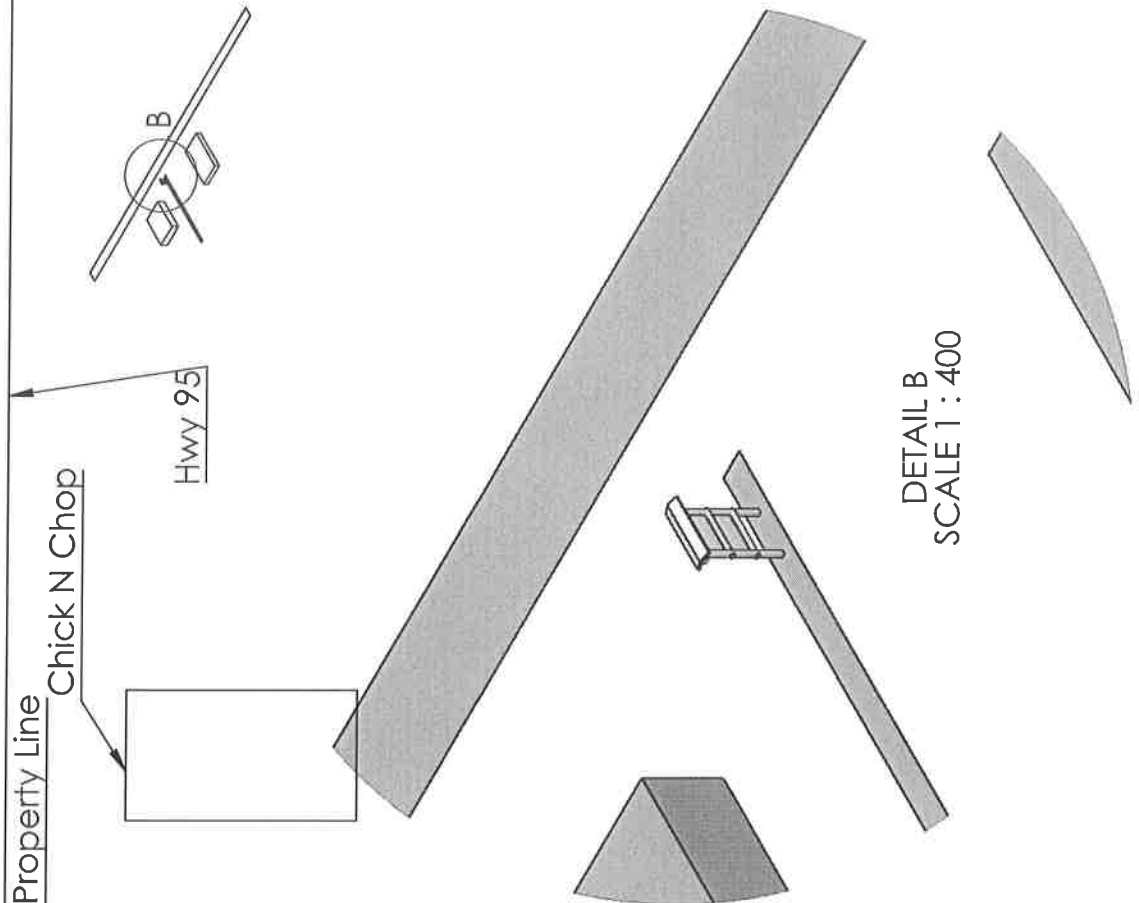
REASONED STATEMENT

The variance request **IS** in accord with the general standards applicable to variance provided at Section 11-7-1, Bonners Ferry City Code, as enumerated in the standards review table of the staff report and supporting evidence.

Motion to Require a Public Hearing: I move to direct staff to prepare this file, #V04-22, for public hearing before Bonners Ferry City Council, allowing sufficient time for required public notice.

CONDITIONS OF APPROVAL:

1. The variance is approved for north and south side yard setbacks of approximately 14-inch each for construction of a freestanding sign. The variance shall expire if construction of the subject dwelling is not commenced within two (2) years of written approval of the variance.
2. Issuance of the variance does not authorize encroachment onto neighboring properties.
3. The applicants shall obtain the required building permit for placement of the sign prior to any construction.



6/16/2022 9:44:12 AM
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF VALLEY CUTTING SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF VALLEY CUTTING SYSTEMS IS PROHIBITED.

Valley Cutting Systems
 1455 N Belmont Rd Exeter CA, 93221
 (559)-684-1229 Voice
 (559)-592-5068 Fax

Valley Cutting Systems

CONFIG: Default

A Sign Layout

Sheet 0F 1



CITY OF BONNERS FERRY

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

Variance Application

FILE # V04-22	RECEIVED: RECEIVED JUN 06 2022
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APPLICANT INFORMATION:

CITY OF BONNERS FERRY

Landowner's name: EARN EST BROTHERS PROPERTIES LLC Juliann Cowell		
Mailing address: 6104 S MAIN 6113 Main St		
City: BONNERS FERRY	State: ID	Zip code: 83805
Telephone: 208-267-7567	Email:	

REPRESENTATIVE'S INFORMATION:

Representative's name:		
Company name:		
Mailing address:		
City:	State:	Zip code:
Telephone:	Email:	

ADDITIONAL REPRESENTATIVE'S INFORMATION:

Representative's name:		
Company name:		
Mailing address:		
City:	State:	Zip code:
Telephone:	Email:	

PARCEL INFORMATION: RPB 00000 339210 A

Parcel Number (RP): 00000 339355 A	Parcel acreage:		
Section:	Township:	Range:	Site use:
Current zoning: COMMERCIAL	Comprehensive Plan Map Designation:		
Directions to site:			
Existing access to site: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private			
		Road Name(s): HWY 95	
Site information (topography, water features, etc.):			

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PROJECT DESCRIPTION:

V04-22

JUN 06 2022

Select type of Variance:

Front setback Side setback Rear setback Corner lot setback

Height/Bulk Lot Size/Coverage Other: SIGN DIST FROM LINE

For setback variance: The applicant is requesting a _____ - foot setback to allow for the construction of a _____ (type of structure and use).

For other variance requests, provide specific dimensions that are to be varied: (area, height, coverage, etc.):

Explain reason for variance:

PROPERTY IS ONLY 7' WIDE

Vicinity information:

Type of land uses adjoining site:

North: COMMERCIAL South: COMMERCIAL

East: _____ West: _____

Zoning adjoining site:

North: _____ South: _____

East: _____ West: _____

Attach the following to the application:

- ✓ A site plan, showing existing and proposed structures and dimensions, property lines, street and pathway systems, and the specific location and dimension of the requested variance.
- ✓ A current deed.
- ✓ An aerial photograph or vicinity map.
- ✓ Any additional information required by the city for a complete understanding of the variance request.
- ✓ Required fees.

STANDARDS OF REVIEW (SECTION 11-7-1, Bonners Ferry City Code)

Explain how the variance will not be in conflict with the spirit and intent of the comprehensive plan and will not effect a change in zoning:

THE 7' STRIP OF LAND IS USED FOR ANYTHING OTHER THAN A SIGN

What are the exceptional or extraordinary physical circumstances or conditions applicable to the property causing the undue hardship that does not generally apply to similar uses or properties in the zone district that could affect loss of property value or loss of reasonable enjoyment of property? What evidence is there of such hardship?

THE AREA IN FRONT OF MOTEL WILL BE MUCH SMALLER AFTER THE HWY PROJECT. I CAN PUT MY SIGN THERE. THE POWELL PROPERTY IS A BETTER PLACE AND IT COMBINES 2 SIGNS INTO 1

Explain how the variance will not be detrimental to public health, safety, or welfare or injurious to other properties or improvements or the quiet enjoyment of such properties.

THE NEW SIGN LOCATION LOOKS BETTER, PEOPLE CAN SEE IT AND STILL NOT BLOCK ACCESS TO ANYTHING.

Is the need for the variance caused by the landowner or previous landowner actions?

NO.

U04-22

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JUN 03 2022

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.

Landowner's signature: E.A. [Signature] FOR Date: 6/6/22

E.B.P. LLC

Applicant's signature: _____ Date: _____

Landowner's signature: Julian Powell 6-9-22

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JUN 03 2022

3

Parcel # 00000339355A U0422

Owner
Earnest Brothers Properties llc

City BP#
2021031

State BP# J00NERSFERRY

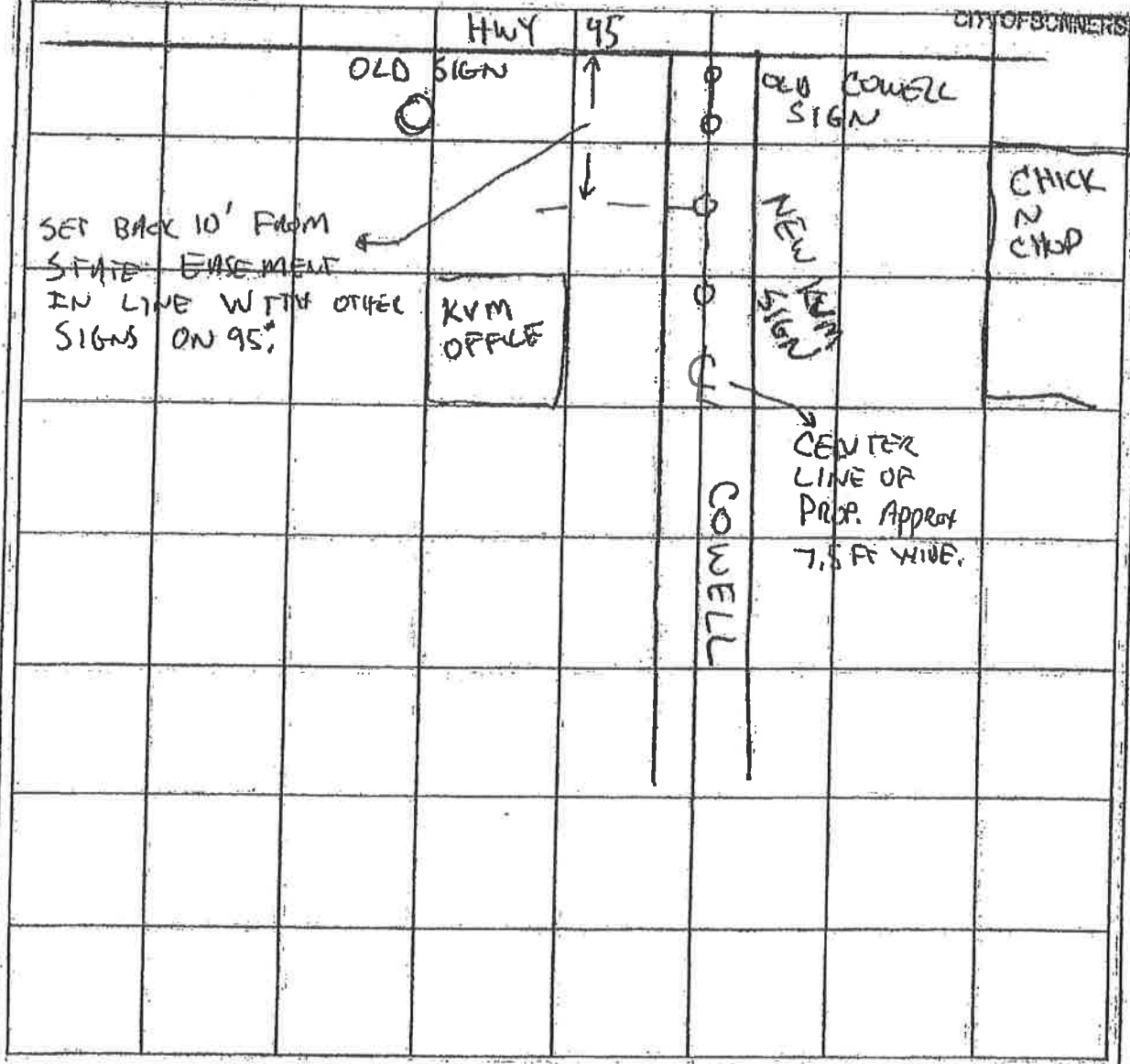
- Draw a map of the site, providing the following information in the space below, if applicable;
1. The Boundary lines of the site, including dimensions
 2. An arrow indicating direction north
 3. All roads, public and private, that provide access to the site.
 4. All bodies of water and/or drainage 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.

RECEIVED

DEC 23 2021

Building Permit Plot Plan

CITY OF SUMMERSFERRY



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

RECEIVED

JUN 03 2022

3

Parcel # 00000339355A

U0422

Owner
Earnest Brothers Properties llc

City BP#
2021031

State BP#
CITY OF BONNERS FERRY

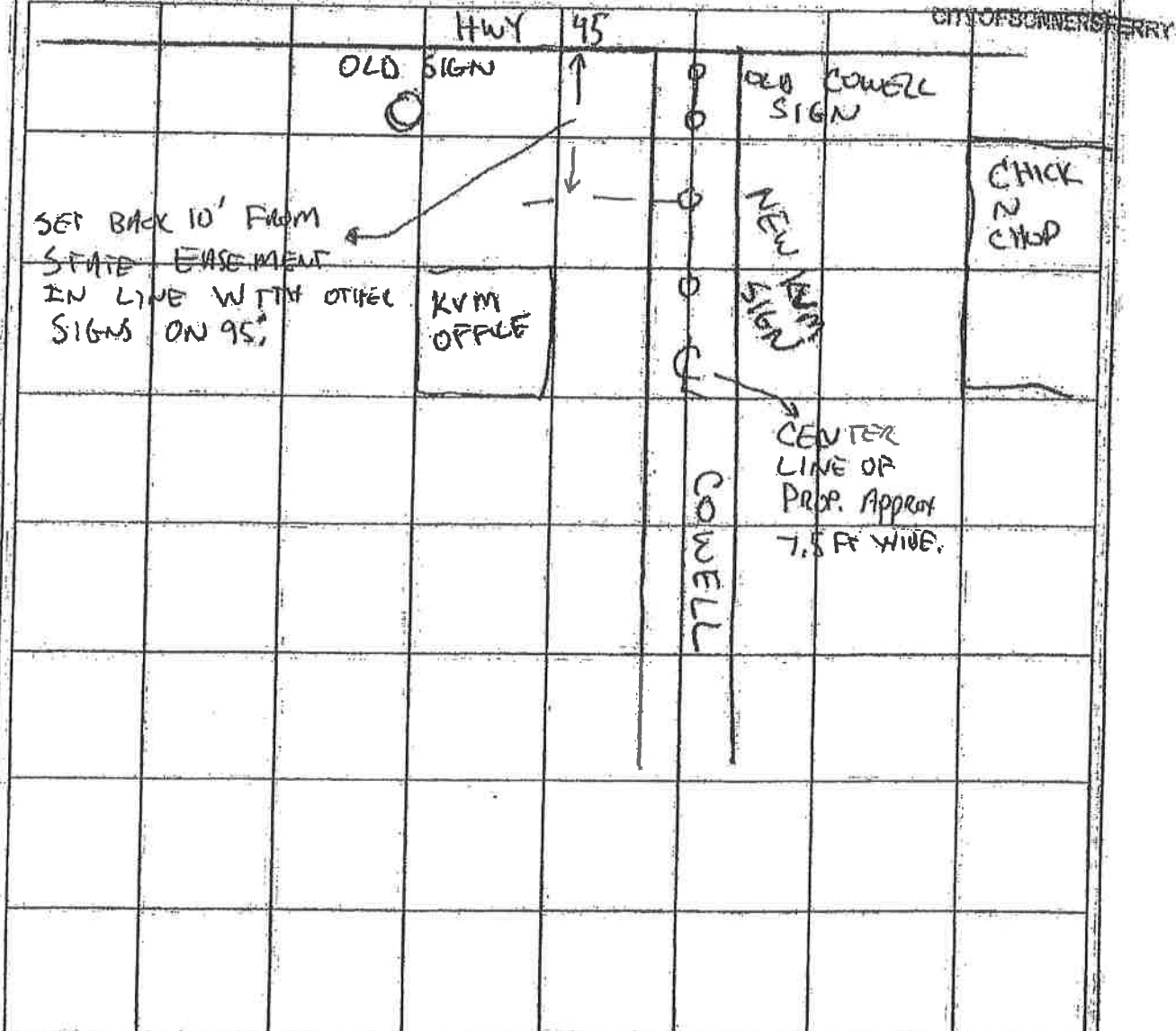
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10. Distance from all property lines and any bodies of water to architectural projections of structures.
11. Parking spaces, access and driveways as required by zoning ordinance or special conditions;

RECEIVED

DEC 23 2021

Building Permit Plot Plan



CITY OF BONNERS FERRY

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:

U04-22

ALPINE ENGINEERING
9297 N. Government Way, Suite G
Hayden, Idaho 83835
Ph: (208) 772-2522
Fx: (208) 772-1881

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JUN 05 2022

CITY OF BONNERS FERRY



12/7/2021

STRUCTURAL CALCULATIONS

for

Timber Truss Works - Sign

Log Framed Sign to be Built at

at

6409 Main Street, Bonners Ferry, Idaho

Job # 21067

BY: PH, BJ
DATE: 12/07/21

U04-22



Alpine Engineering

ENGINEERING • DESIGN • FORENSIC

PROJECT Timber Truss Works Sign JOB # 21067
 CALCULATED BY BAJ DATE 19 Nov 2022 OF
 LOCATION 6409 Main St., Bonners Ferry, ID

www.AlpineEngineering.com

1.0) Wind Force

$$F = q_h G C_f A_s \quad (\text{Total wind force; ASCE 7-10 Eq. 29.4-1})$$

$$A_s = (18 + 2 - 6.5)(12.67) + 2(2)(1)$$

$$= 171.05 \text{ ft}^2 \quad (\text{area of sign})$$

$C_f =$ from ASCE 7-10 Table 29.4-1

$$B/S = 12.67 / (18 + 2 - 6.5)$$

$$= .94 \quad (\text{base to height ratio})$$

$$s/h = (18 + 2 - 6.5) / (18 + 2)$$

$$= .675 \quad (\text{sign height to elevated height ratio})$$

≈ 1.67

$G = .85$ (ASCE 7-10 Section 26.9.1)

$$q_h = .00256 K_z K_{zt} K_d V^2 \quad (\text{ASCE 7-10 Eq. 29.3-1})$$

$K_z = .61$ (ASCE 7-10 Table 29.3-1)

$K_{zt} = 1$

$K_d = 1$

$V = 37 \text{ mph}$

$= 14.7 \text{ psf}$

$= 14.7 (.85) (1.67) (171.05)$

$= 3570 \text{ lbs} \quad (1785 \# / \text{pier})$

RECEIVED
 JUN 03 2022
 CITY OF BONNERS FERRY



Alpine Engineering

ENGINEERING · DESIGN · FORENSIC

PROJECT Timber Truss Works Sign JOB # 21067
 CALCULATED BY BAJ DATE 19 Nov 2021 PC 3
 LOCATION 6409 Main St., Bonners Ferry, ID

www.AlpineEngineering.com

U04-23

JUN 03 2022

2.0) Seismic Force

Non-Building Structure: Sign

$$R = 3, \Omega_o = 1.75, C_d = 3 \quad (\text{ASCE 7-10 Table 15.4-2})$$

$$C_s = .044 S_{DS} I_e \quad (\text{ASCE 7-10 Eq 15.4-1}) \quad C_s = .321/3 \quad (\text{ASCE 7-10 12.8-2})$$

$$= .044 (.321) (1) \quad = .015 \quad \longrightarrow \quad \text{use } .107$$

$$\text{Seismic Force (E)} = \Omega_o V \quad (\text{ASCE 7-10 Eq 12.4-7; Overstrength Factor } \Omega_o)$$

$$V = C_s W \quad (\text{ASCE 7-10 Eq 12.8-1})$$

Find Weight of Above-Ground Structure:
 ρ of cedar = 23.7 lbs/ft³ (estimated)

$$16" \phi \Rightarrow A = 1.396 \text{ ft}^2$$

$$14" \phi \Rightarrow A = 1.069 \text{ ft}^2$$

$$4" \times 8" \Rightarrow A = .183 \text{ ft}^2$$

$$W_{logs} = (1.396)(16.67 + 18(2)) + (1.069)(7.83)$$

$$= 81.9 \text{ ft}^3$$

$$W_{rafters} = 18(.183)(32/12)$$

$$= 8.784$$

$$W_c = (81.9 + 8.784)(23.7)$$

$$= 2150 \# \quad (\text{weight of all cedar})$$

$$\rho \text{ of plywood} = 34.08 \text{ lbs/ft}^3$$

$$\text{Signs} \Rightarrow A = (5.5)(10) + (4)(10)$$

$$= 95$$

$$\text{Roofing} \Rightarrow A = (32/12)(16.67)(2)$$

$$= 88.91$$

$$\text{Signs} = (1/12)(95)$$

$$= 7.917 \text{ ft}^3$$

$$\text{Roofing} = (.625/12)(88.91)$$

$$= 4.631 \text{ ft}^3$$

$$W_p = (7.917 + 4.631)(34.08)$$

$$= 428 \# \quad (\text{weight of all plywood})$$

$$W_r = 2(88.91)$$

$$= 178 \# \quad (\text{weight of all roofing})$$

JUN 03 2022

Alpine Engineering
ATC Hazards by Location

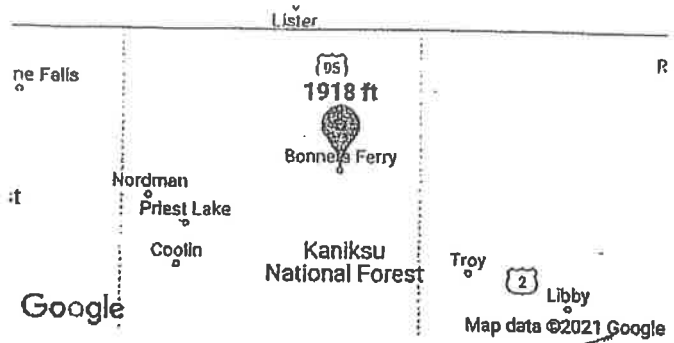
Timber Truss
Sign

Pg 5 of

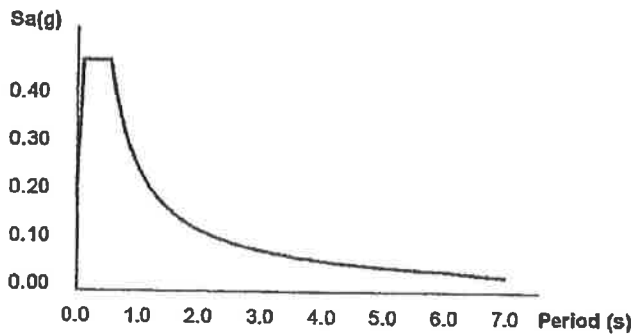
2.1)

Search Information

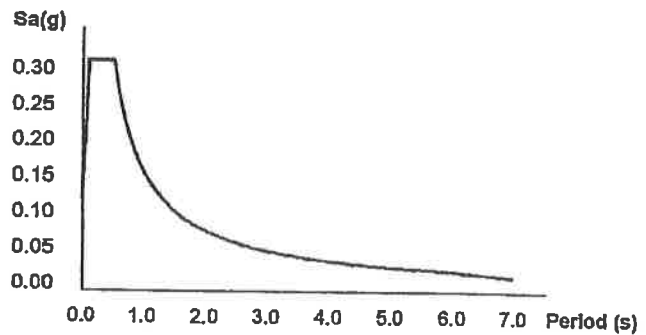
Address: 6409 Main St, Bonners Ferry, ID 83805, USA
 Coordinates: 48.6895161, -116.3159212
 Elevation: 1918 ft
 Timestamp: 2021-11-19T18:09:09.483Z
 Hazard Type: Seismic
 Reference Document: ASCE7-16
 Risk Category: I
 Site Class: D



MCE_R Horizontal Response Spectrum



Design Horizontal Response Spectrum



Basic Parameters

Name	Value	Description
S _S	0.31	MCE _R ground motion (period=0.2s)
S ₁	0.106	MCE _R ground motion (period=1.0s)
S _{MS}	0.481	Site-modified spectral acceleration value
S _{M1}	0.254	Site-modified spectral acceleration value
S _{DS}	0.321	Numeric seismic design value at 0.2s SA
S _{D1}	0.169	Numeric seismic design value at 1.0s SA

Additional Information

Name	Value	Description
SDC	C	Seismic design category
F _a	1.552	Site amplification factor at 0.2s
F _v	2.388	Site amplification factor at 1.0s
CR _S	0.908	Coefficient of risk (0.2s)

V04-02

JUN 03 2022



Alpine Engineering

ENGINEERING • DESIGN • FORENSIC

PROJECT Timber Truss Works Sign JOB # 21067
 CALCULATED BY BAJ DATE 19 May 2021 PG 7 OF
 LOCATION 6403 Main St., Pomona, Ferry, CD

www.AlpineEngineering.com

3.0 Foundation Design

Lateral Bearing Pressure: 100 psf/ft (IBC 2015 Table 1806.2)

$$d = .5A(1 + \sqrt{1 + (4.36h/A)}) \quad (\text{IBC 2015 Eq. 18-1})$$

$$A = 2.34(P) / (S_1, b)$$

$$h = [(20 - 6.5) / 2] + 6.5 = 13.25$$

$$S_1 = (d/3)(100) \quad \text{Assume Clay}$$

$$P = 3570 / 2 = 1785 \#$$

Truss $b = 36"$, $d = 10"$

$$S_1 = (10/3)(100) = 333.333$$

$$A = 2.34(1785) / [333.333(3)] = 4.1769$$

$$d = .5(4.1769)(1 + \sqrt{1 + (4.36)(13.25)/4.1769}) = 10.1312'$$

Longitudinal Reinforcement:

Assume $F_y = 40 \text{ ksi}$
 Truss = #4 Bars ($A_s = .2 \text{ in}^2$)

$$\text{Truss } c = 2.77965$$

$$a = \beta_1 c \quad (\text{ACI 318-19 Eq. 22.2.2.4.1}) = .85(2.77965) = 2.3627$$

Layers	d in	e	f_s psi	F_s #	C_c	Area	Moment ft-lbs
Concrete	-	.003	-	-	60510	16.588	83644
1	3.5	-.0008	-22547	-4510	-	14.5	-5449
2	7.77	-.0054	-40000	-16000	-	10.253	-13671
3	18	-.0164	-40000	-16000	-	0	0
4	28.25	-.0275	-40000	-16000	-	-10.253	13671
5	32.5	-.0321	-40000	-8000	-	-14.5	9667

$$M_n = 87862 \text{ ft} \cdot \text{lbs}$$

$$\phi M_n = .8(87862) = 70290 \text{ ft} \cdot \text{lbs}$$

$$M_u = 1539(9.5) = 14621 \text{ ft} \cdot \text{lbs}$$

004-22

RECEIVED

JUN 05 2022



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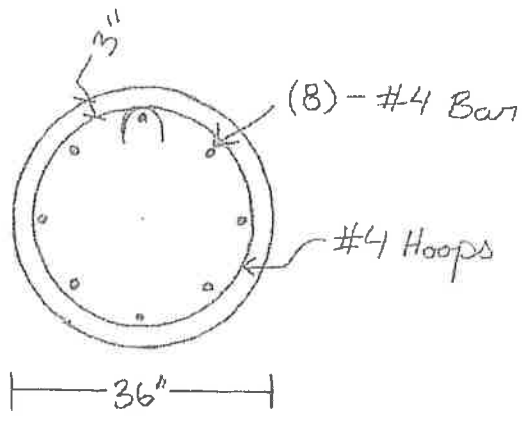
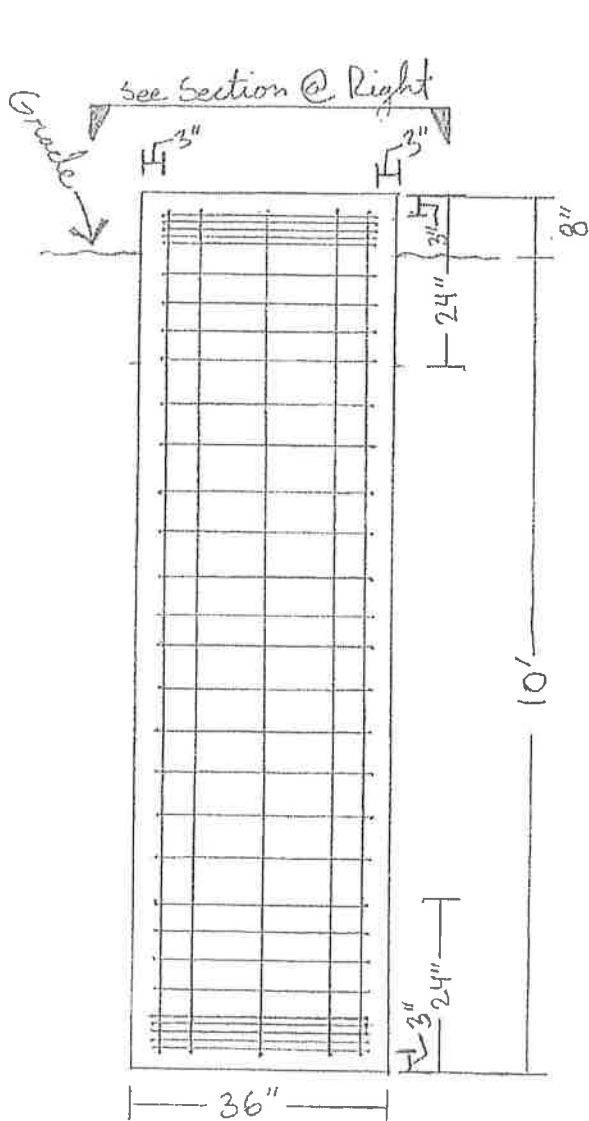
PROJECT Timber Truss Works Ligan JOB # 21057

CALCULATED BY BAJ DATE 23 Nov 2021 PG 9 OF

LOCATION 6409 Main St., Bonnois Ferry, IL

www.AlpineEngineering.com

3.0 (cont)



Shear Reinforcement
 5 ties @ each end @ 1" O.C.
 Up 24" into column @ 4" O.C.
 Elsewhere @ 6" O.C.

Estimated # of Hoops: 31

For Connection w/ Knife Plate See 4.0

U04-33

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JUN 05 2022



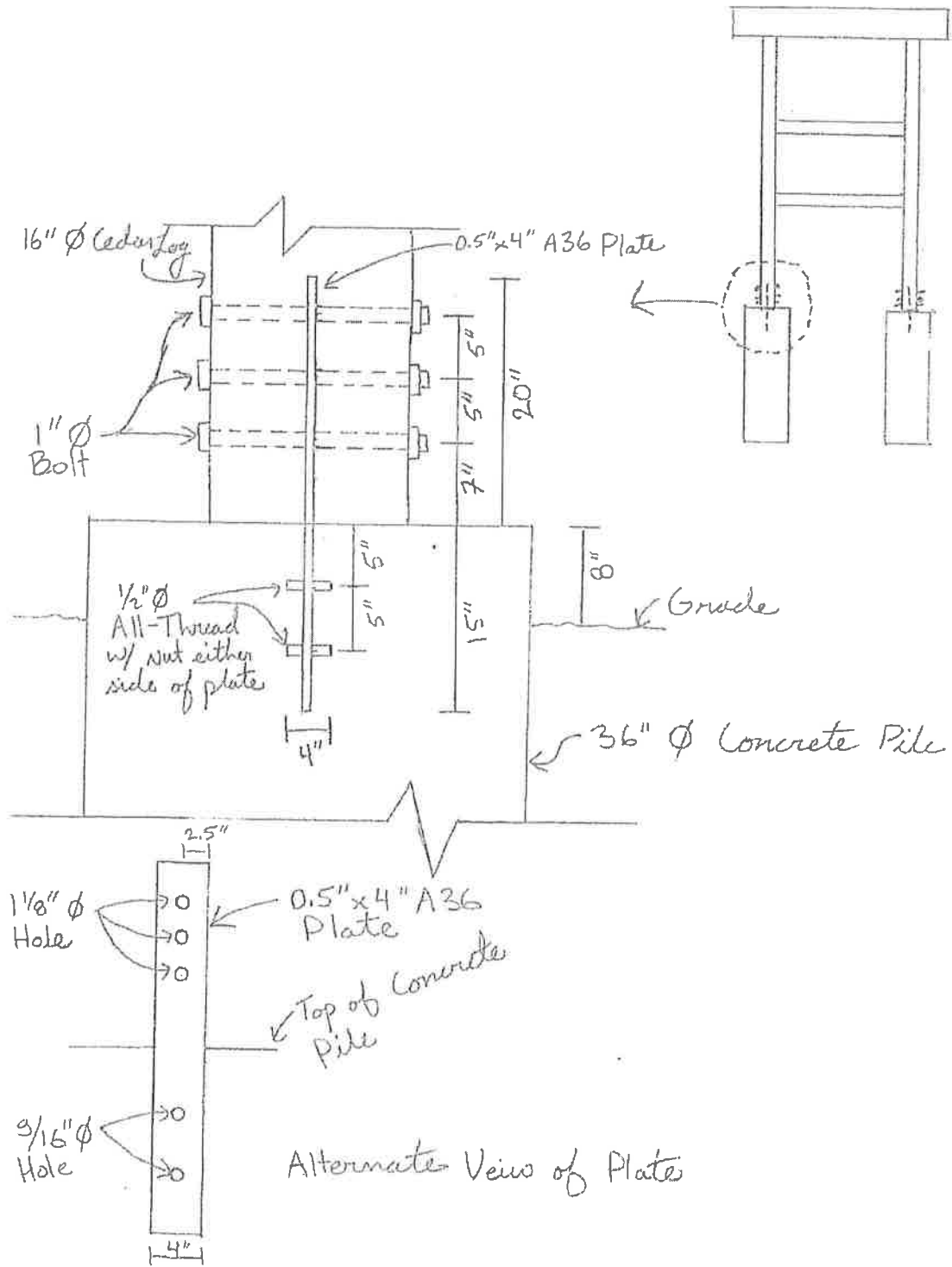
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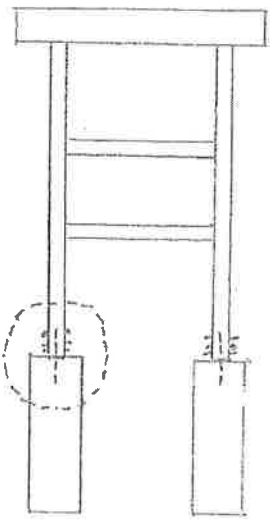
PROJECT Timber Truss Work Sign JOB # 71067
CALCULATED BY BAJ DATE 1 Dec 2021 PG. 13 OF 13
LOCATION 6409 Main St., Brainerd Ferry, MD

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4.0 cont)



Knife Plate Placement & Orientation





Alpine Engineering

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PROJECT Timber Truss Works Ligon JOB # 21067
 CALCULATED BY BAJ DATE 1 PG 15 OF 15
 LOCATION 6409 Main St., Pomona, Florida, FL

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U04-33

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JUN 06 2022

S.O Cont) Uplift @ Rafters to Beam

$$P = q_h G C_N \quad (\text{ASCE 7-10 Eq. 27.4-3})$$

$$q_h = .00256 (K_z K_{zt} K_d V^2) \quad (\text{" " Eq. 27.3-1})$$

$$K_z = .62 \quad (\text{" " Table 27.3.1})$$

$$K_{zt} = 1 \quad (\text{" " Sec. 26.8.2})$$

$$K_d = .85 \quad (\text{" " Table 26.6-1})$$

$$V = 37$$

$$= 12.7 \text{ psf}$$

$$G = .85 \quad (\text{" " Sec. 26.9.1})$$

$$C_N = -1.2 \quad (\text{" " Fig. 27.4-5})$$

$$= 12.7 (.85) (-1.2)$$

$$= -12.96 \text{ psf}$$

Roof Area

$$A = 16.5 (56/42)$$

$$= 77 \text{ ft}^2$$

$$F = p(A)$$

$$= -12.96 (77)$$

$$\approx -998 \#$$

Force / Rafter Set

$$F = -998 / 9 \quad (9 \text{ sets from sketch})$$

$$= -111 \# / \text{set}$$

Use (2) - 10" Wood Screws or Olylogs through a rafter set into the supporting 16" ϕ log beam

289577

U04-22

RECORDED

JUN 05 2022

CITY OF BOWEN

Project No. A019(916)
Key No. 19916
Parcel No. 27
Parcel ID No. 50814

RIGHT-OF-WAY LEGAL DESCRIPTION EXHIBIT A019(916) (US-95)

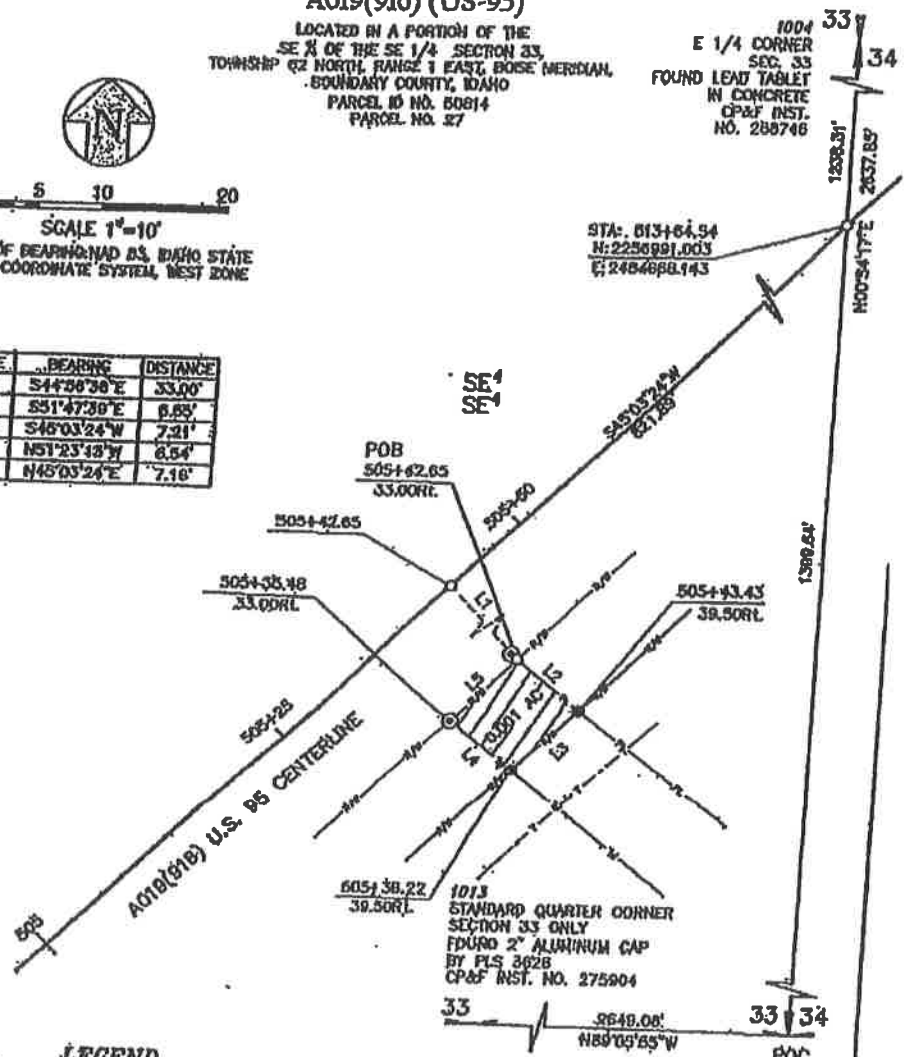
LOCATED IN A PORTION OF THE
SE ¼ OF THE SE ¼ SECTION 33,
TOWNSHIP 02 NORTH, RANGE 1 EAST, BOISE MERIDIAN,
BOUNDARY COUNTY, IDAHO
PARCEL ID NO. 50814
PARCEL NO. 27

1004
E 1/4 CORNER
SEC. 33
FOUND LEAD TABLET
IN CONCRETE
CP&F INST.
NO. 288746



0 5 10 20
SCALE 1"=10'
BASIS OF BEARING: NAD 83, IDAHO STATE
PLANE COORDINATE SYSTEM, WEST ZONE

LINE	BEARING	DISTANCE
L1	S44°26'38"E	33.00'
L2	S51°47'30"E	6.85'
L3	S45°03'24"W	7.21'
L4	N51°23'42"W	6.54'
L5	N45°03'24"E	7.16'



LEGEND

- SET A 6/8" x 3/4" REBAR WITH 5" ZEPH MARKED IDAHO PLANS DEPT R/W INSTRUMENT
- ⊙ FOUND NUMBER 6 REBAR
- CALCULATED POINT
- POB POINT OF BEGINNING
- POC POINT OF COMMENCEMENT

STANDARD SECTION CORNER
FOUND 3-1/2" BRASS CAP
CP&F INST. NO. 192818



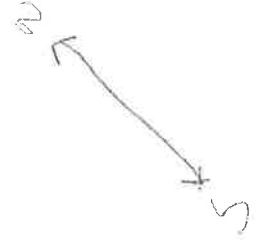
GLAHE & ASSOCIATES
PROFESSIONAL LAND SURVEYORS
P.O. Box 1863
Sandpoint, ID 83864
208-265-4474

SCALE 1"=10'
DRAWN BY TSH
DATE 2/8/22
DWG 17-0080
PAGE 3 of 3

104-22



104-22
 104-22
 104-22



Clarice M. McKenney
6449 Baxter St.
Bonners Ferry, ID 83805

July 14, 2022

City of Bonners Ferry

To Whom it May Concern:

Being a resident in the City of Bonners Ferry, I have found the proliferation of signs, particularly on the Idaho State Highway portion of Main Street, problematic because of visual pollution and posting of political agendas.

As the State of Idaho improves what is both a state highway and our main street, they are doing their part to improve safe access to the highway and provide safe walking for residents on both sides. In the process, the lighting has beautified the length of that road.

However, the highway portion of Main Street is cluttered with too many signs of all shapes and sizes and a few derelict buildings along that stretch. It looks like one long, cheap street mall. To me, it's visual pollution.

Experts say the effects of visual pollution have primary symptoms, such as distraction, eye fatigue, decreases in opinion diversity, and loss of identity. It has also been shown to increase biological stress responses and impair balance.

Whenever friends and family visit us, I like to take them downtown along the river to enjoy our neat, orderly '50s vintage town.

The other problem is that some businesses do not merely advertise their goods and services with these signs; many are beginning to post signs advertising their political stances -- all year around. Bad enough during the appointed elections period.

The Variance Application filed with the City on June 6, 2022 by Earnest Brothers Properties, LLC shows that all of the various owners of the two properties in question (and there are many) agree that they should be granted the variance to allow both businesses to utilize the same 20-foot high pole beam sign structure.

I am asking Bonners Ferry officials making the final decision to deny the request for three reasons:

The motel has a very long frontage on the highway, regardless of setback for the state right of way. The argument that the motel owner "can't put my sign there" makes no sense.

The application states "it combines two signs into one" but the owners of the property still will be able to put up more signs in addition to this one they will share.

This proposed combined sign structure is not in front of either business and could be used for political agendas.

Sincerely,





CITY OF BONNERS FERRY

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

STAFF REPORT

BONNERS FERRY CITY COUNCIL

COMPREHENSIVE PLAN MAP & ZONE CHANGE APPLICATIONS

FJC, LLC & BOUNDARY COMMUNITY HOSPITAL

FILES #AM14-21 & ZC02-21

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

Project Description: Requests for a conditional zone change and comprehensive plan map amendment from Residential A/Residential to Commercial to allow a hospital/community animated, electronic message board sign, which is not allowed in the Residential zoning districts.

Location: The site is located adjacent to U.S. Highway 95, addressed at 6497 Comanche Street, and east of Northside Bed and Breakfast.

Legal Description: The site is known as a portion of Tax 195 & Tax 196 less Tax 215, in Section 22, Township 62 North, Range 2 East.

Parcel Size: ±0.096 of an acre

Applicants: FJC, LLC and Boundary Community Hospital

Applicant Representative: Eric A. Anderson, Attorney

Application Filed: March 2, 2021 & revised May 5, 2022

Publication Date: June 16, 2022

Political Subdivisions Notification: July 6, 2022

Site Posting: July 12, 2022

Legal Notifications: Mailed to landowners within 300' of property: July 1, 2022

Hearing Dates: Planning and Zoning: July 21, 2022
City Council Meeting: August 2, 2022

Planning & Zoning Recommendation: Approve with conditions, July 21, 2022

Council Packet: Application, public comments

I. APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code §67-6509, Recommendation and Adoption, Amendment, and Repeal of the Plan. Provides procedures for zoning and comprehensive plan amendments.

Idaho Code §67-6511, Zoning Ordinance. Establishes a process for zoning map amendments and procedures following IC§67-6509. Governing bodies must confirm zone change is in accord with the adopted comprehensive plan and may require the request include an amendment to the plan if found to not be in accord with the Plan. Because the request for the rezone is not consistent with the adopted Comp Plan Map, the City must also consider an amendment to its Comprehensive Plan. These files are being considered concurrently, as permitted by Idaho Code.

Idaho Code §67-6511A, Development Agreements. Authorizing conditional zoning by local governments. Development agreements are recorded commitments between the city, owner, and future owners. The agreements include details on the scope of the rezone, specific standards, as well as measures to modify, enforce, and terminate the agreement.

Title 11, Chapter 6, Bonners Ferry City Code, Amendment of the Act. Allows for any person or party to file an application for a zoning amendment and sets forth the required procedures and standards.

II. PROPERTY INFORMATION:

- 1. Site acreage: About 0.096 of an acre
- 2. Access: Direct access to public right-of-way Comanche Street and U.S. Highway 95 frontage.
- 3. Services: City water, sewer, and electric.
- 4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Site	Residential	Residential A	Vacant/utility corridors
North	Residential	Residential A and B	Bed & Breakfast, residential homesites
South	Residential	Residential A	Residential homesites
East	Residential, Commercial	Residential A, Commercial	U.S. 95 right-of-way
West	Residential	Residential A & B	Bed & Breakfast, Comanche city public right-of-way, residential homesites

III. PROJECT OVERVIEW/SUMMARY

Applicants FJC LLC and Boundary Community Hospital are seeking amendments to the City of Bonners Ferry’s Comprehensive Plan Future Land Use Map and zoning map from Residential/Residential A to Commercial to allow an electronic or “animated” sign on the site. The Plan’s land use map is required by Idaho Code and indicates the suitable projected land uses for the City.

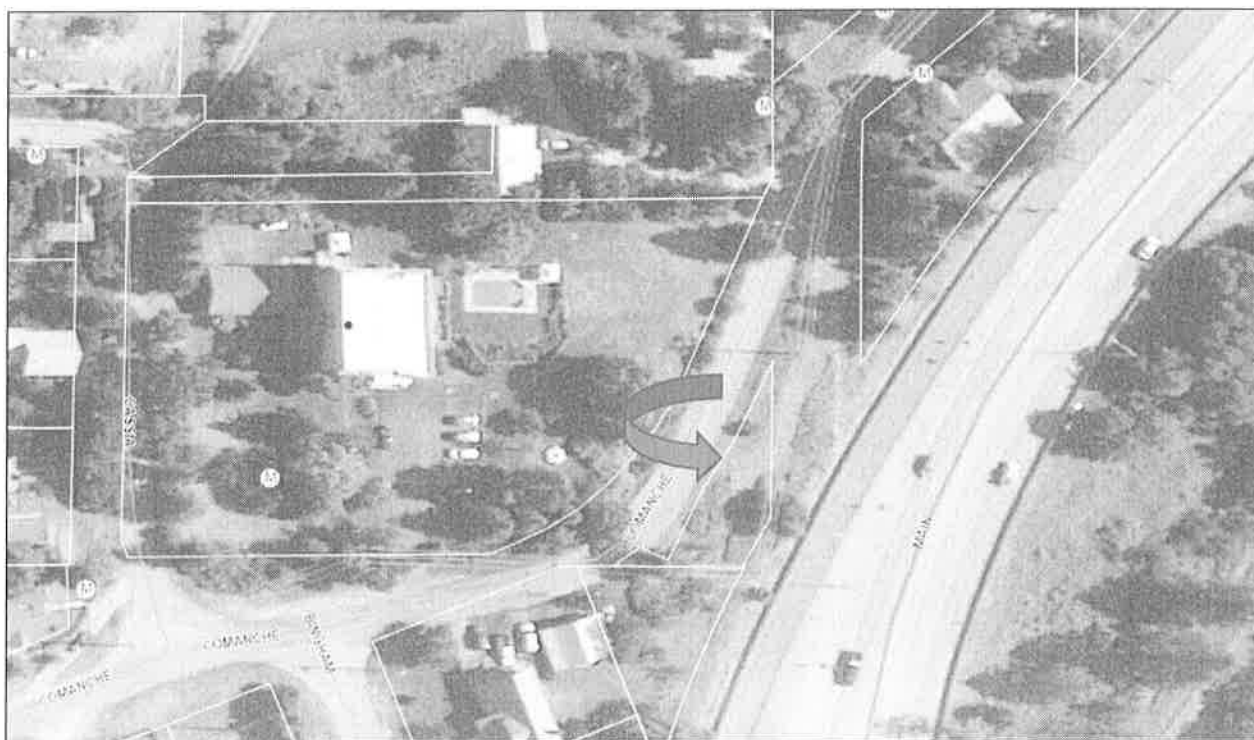
The property is one-tenth of an acre lying east of the Northside School Bed and Breakfast and east of Comanche Street public right-of-way. The property is on the

hillside overlooking U.S. Highway 95. The site is located between the state and city public rights-of-way, with Commercial zoning to the east and Residential A and B zoning to the west.

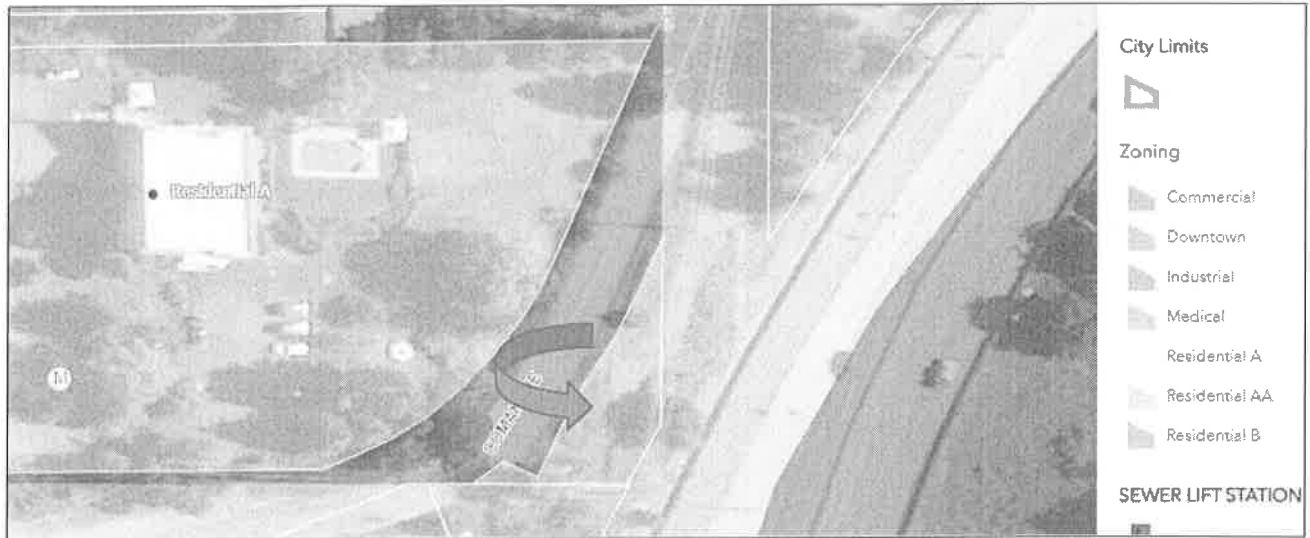
The City's sign regulations allow animated signs in the Commercial, Industrial, and Downtown districts and electronic message boards in Commercial, Industrial, Downtown, Medical and Downtown districts. These types of signs are prohibited in the Residential zones. Animated is defined as "a sign depicting action, motion, light or color changes through electrical or mechanical means. Although technologically similar to flashing signs, the animated sign emphasizes graphics and artistic display."

The applicants submitted the request for the map amendments in 2021. Boundary Community Hospital desires to place a message board near U.S. 95 to provide directional, informational, and emergency community information. Following reviews and discussions with city staff, the application was revised and resubmitted in May of 2022, with a request for "conditional" zoning approval. The application states the conditional zoning is sought because "the site does not meet the specific criteria of the proposed zoning district."

Idaho Code allows "conditional zoning" of property at §67-6511A. As a condition of approval, the City may require the landowner to commit in writing to the specific use of the subject parcel. While Bonners Ferry does not have specific procedures governing the form of an agreement, the applicant's representative has agreed to seek approval through the conditional zoning process. A development agreement would be recorded in the office of the county recorder and would take effect upon the adoption of the amendment to the zoning ordinance. Failure to abide by the terms of the conditional zoning could result in reversion of the property to the previous zoning.



Aerial view of vicinity



Zoning in vicinity



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

Zoning, Residential A: To provide regulations for a more mixed use in a residential area.



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

Zoning, Commercial: To accommodate the location of new businesses in the municipal limits. To also establish areas in the municipal limits for future business growth.

IV. AGENCY COMMENTS

Planning staff sent requests for comment to city and state agencies affected by the applications on April 7, 2021, and again June 20, 2022, after receipt of revised applications. The planning staff met with affected city departments to review the proposed map amendments and the use of the site for placement of an electronic sign on March 25, 2021. The city administrator, electric department, streets and parks department, and water department attended the meeting. The departments identified the following issues/concerns:

- **Electric Department:** Requests site plan display all electrical easements relative to the future sign. There is an overhead service line running through the property. The city needs to be assured that no overhead or underground

utilities would be affected by the sign placement. City easements shall not be impeded by the sign placement.

- Water Department: The water easement needs to be shown on the future sign site plan.
- Streets & Parks Department: The future site plan needs to show access to the site so that impacts to Comanche Street can be evaluated.
- City Administrator: The property lines need to be flagged so the city can see where the public and private lands are situated. Any future conditions of the map amendments must ensure that no sign features are placed within city easements.

Additionally, Idaho Transportation Department in an email of 4/13/21 reminded the applicant that a state permit is required for sign placement, the sign must follow local ordinances, the site must be commercial or industrial-zoned property, there must be a business or industry in operation on the site for at least six months on the property, and the sign cannot be located within highway right-of-way.

There were no additional replies following the second request for agency comment in June of 2022.

The applicants indicated in the revised application that they are aware of the City's need to ensure easements and access are not blocked or encumbered by the proposed sign and accept it will be a condition of zoning approval. Application Attachment D provides a response to the department concerns, noting no underground electrical utilities are on the site, the sign will be south of any assumed water lines, the revised site plan show access to the site along a primitive access road from Comanche Street, and the property lines have been flagged.

V. PUBLIC COMMENTS

Written public comments as of the date of this report include: 1) A letter from the Boundary County Clerk Glenda Poston (dated 8/26/21) supporting the action to allow the placement of a message board that would allow notice of "critical events" within the County, from health issues to fires and other important events. 2) A letter from Sheriff David Kramer (dated 9/13/21) supporting the electronic sign that would be visible from U.S. 95 that would help people locate the hospital in the event of an emergency. 3) A letter from Boundary County Director of Emergency Management Andrew O'Neel (dated 9/8/21) supporting the sign to allow a convenient source of official information. The sign would provide a "tremendous potential" to improve on public safety messaging. 4) A letter from Boundary County Board of Commissioners (dated 9/7/21) voicing support for the sign that would furnish the community with important community information and emergency alerts. 5) A letter from Elizabeth Fritts stating opposition to the map amendments because they would devalue her property and adversely affect the residential neighborhood. 6) A letter from Clarice McKenney in support of the rezone for the sign to give the hospital visibility and help newcomers and travelers find the facility.

At the Planning and Zoning Commission hearing, the Hospital CEO Dennis Dinning spoke in support of the proposed map amendments and advised that the ability to place a message sign is a public safety issue. Attorney Eric Anderson represented the applicants and spoke about the community's changing demographics and the need for this resource. He noted that the proposed sign is downhill from the powerlines

and out of any waterline locations. He spoke about state and local sign placement regulations. He also stated the proposed map amendments are not spot zoning.

VI. ANALYSIS

Although the focus of these applications is on the ability to place an electronic or animated sign for community service and emergency notification, the basis for the decision is whether or not the proposals are in accord with the adopted Bonners Ferry Comprehensive Plan and policies, since these are requests for amendments to the City's zoning and Plan maps.

Adoption or amendment of the official zoning map requires the governing bodies to confirm the map amendment is in accord with the adopted policies set forth in the comprehensive plan. A summary of each section, and portions that may relate to the proposed zoning map amendment, are noted below. The applicants provided a summary of the policies they found to be pertinent in Attachment C of the application.

Section 1 of the adopted comprehensive plan addresses the need to adopt regulations that are consistent with community goals and objectives. Planning principles encompass various goals regarding housing, transportation, etc., and include creating opportunities for open space, parks, and greens.

Section 2 covers property rights, and policies to recognize private property ownership as a basic right and to administer ordinances to allow reasonable use of private lands consistent with public health, safety, and general welfare.

Section 3 deals with population and growth. *The application includes a demographic report, showing trends in population and aging factors.*

Section 4 reviews the school facility and transportation needs.

Section 5 encourages new businesses to locate in Bonners Ferry; zone areas for business development so they can be used for commercial and industrial development, while maintaining adjoining land use interests; economic growth recognizes the community's source of income relies on natural resources and retail trade. Policies consider the promotion of tourism, clean industry, and expansion and growth of existing businesses.

Section 6 of the comprehensive plan established three land use types: Residential, Commercial, and Industrial. Buffers between incompatible uses are encouraged to be developed. Land use decisions must consider the availability of services and should consider the preservation and enhancement of natural resources. Protection and enhancement of general public safety, health, and welfare are factors in guiding land use decisions. *The application includes policy statements from the Plan. The application indicates plans to reduce glare from the future sign by proper placement and angling of the lighted area of the sign. The proposed conditional zoning elements includes agreements related to sign placement, size, lighting, and mitigations.*

Section 7 addresses natural resources and encourages the protection of natural beauty and environment of the area and the need for buffers and mitigation to protect from noise, odor, or pollution.

Section 7.1 acknowledges agriculture is a major industry in Boundary County.

Section 8 includes potential rail, river, and hillside hazards and emergency services. *The site is not within a flood hazard zone. The area is located on a sloped area above U.S. 95.*

Section 9 reviews available water, sewer, power, fire, solid waste and health services. *No new services are requested other than electricity. The application states that the policies regarding county health facilities being adequate to meet present needs and some expansion is that with the county officials' letters and applicants'*

position, that policy conclusion is "presently untenable."

Section 10 is relative to transportation, needs, and policies. The site would be accessed from a service road for construction and maintenance. The application states the Plan does not consider transportation issues as they relate to access and knowledge about community medical zone services.

Section 11 covers small and larger scale recreational needs, and includes concepts to create small, pocket parks, green space, and encouraging a "community wide park environment," while promoting a "sense of community ownership."

Section 12, Special Areas or Sites acknowledges the wildlife refuge, Selkirk Loop and natural lands. Specific policies regarding farming and livestock are not included in this section. The City sent the International Selkirk Loop information office a request for comment in 2021 and 2022. No written comments were provided.

Section 13, regarding Housing, covers clean, safe housing, access, and services. Residential uses are to be buffered from non-residential uses. Zoning should be updated to provide responsible, well-planned development.

Section 14, Community Design, refers to the Hudson strategic plan.

Section 15 is an implementation section on ordinance updates and urges the community to review and update its standards and policies on an ongoing basis, based on changing conditions and new issues.

PLANNING AND ZONING COMMISSION RECOMMENDATION:

The Planning and Zoning Commission recommended approval of the map amendments with conditions on a unanimous vote, following the July 21, 2022, public hearing. In its motion, the Commission added a condition requesting that the development agreement address future ownership of the property, the use of the sign, and that the future sign must be to benefit the community

City Council may require a public hearing after receipt of the Planning and Zoning Commission recommendation. The Council may request studies from the applicant or public agencies regarding social, economic, fiscal, and environmental effects of the proposed amendment (Section 11-6-5, Bonners Ferry City Code). Draft motions are included with this report for either approval of the recommendation or setting the files for public hearing.

MOTIONS BY CITY COUNCIL:

Motion to Approve: I move to approve these files #AM014-21 and ZC02-21, amending the Comprehensive Plan map designation from Residential to Commercial and the zoning map from Residential A to Commercial for a 0.096-acre parcel as described in the applications, finding that it is in accord with the general and specific goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements contained in the staff report and based upon record testimony. I further move to adopt the conditions of approval and the reasoned statement in the affirmative, based upon the following reasons: [state reasons for approval based on the findings of record].

Motion to Require a Public Hearing: I move to direct staff to prepare these files, #AM014-21 and ZC02-21, for public hearing before Bonners Ferry City Council, allowing sufficient time for required public notice.

REASONED STATEMENT: The amendments **ARE** supported by the City of Bonners Ferry Comprehensive Plan.

Community Design	Special Areas and Sites
Natural Resource	Recreation
Population	Housing
Economic Development	Land Use
Hazardous Areas	Public Services, Facilities and Utilities
Transportation	Implementation
Property Rights	

Draft Findings:

1. The site is 0.096 of an acre zoned Residential A.
2. The Bonners Ferry's adopted Comprehensive Plan Future Land Use Map designates this site as Residential. The applicants are seeking a designation of Commercial.
3. The Residential Comp Plan designation is intended to support zoning districts allowing a range of housing types and densities. The Residential designation also allows for certain public uses such as parks, fire and police facilities and K-12 schools. The Commercial designation is intended to support zoning districts that allow commercial uses. The Commercial designation also allows for single and multi-family dwellings, public utility structures, and certain public uses such as parks, fire and police facilities and schools.
4. The site is located west of U.S. Highway 95 and east of Comanche Street.
5. The property adjoins the Northside School Bed & Breakfast to the east, which is under the same ownership as the applicant, FJC, LLC.
6. Residential development and zoning adjoins the site to the north and south.
7. The area east of the site is zoned Commercial and Residential A.
8. City departments provided comments on the presence of city utility easements, infrastructure, and access through the site.
9. The applicants advised that they are aware of the City's need to ensure easements and access are not blocked or encumbered by the proposed sign and accept it will be a condition of zoning approval. The applicants state no underground electrical utilities are on the site, the sign will be south of any assumed water lines, the revised site plan show access to the site along a primitive access road from Comanche Street, and the property lines have been flagged.
10. The applicants are seeking a conditional zone change.
11. Draft conditions of zoning map approval would require a negotiated agreement to address a proposed sign and measures to address the sign placement, and mitigations.
12. Community officials have provided written support for the proposed map amendments that would allow a community sign.
13. Public notice has been provided to landowners within 300 feet of the property, the airport manager, taxing districts, media, school district, and newspaper in accord with the noticing requirements of the Idaho Local Land Use Planning Act.
14. Bonners Ferry Planning and Zoning Commission recommended to City Council approval of the map amendments with conditions on a unanimous vote, following the July 21, 2022, public hearing.

Draft Conditions:

1. Prior to the adoption of the comp plan map land use map amendment and zoning map amendment, a development agreement shall be executed by the City of Bonners Ferry and the landowner/applicant and recorded. The negotiated agreement shall provide at minimum the legal description of the property, a detailed description of the use proposed, a site plan depicting the location of the proposed sign, a timeline for placement, and any other issues deemed by the City to be required for a complete understanding of the obligations of each party, including at a minimum the following:
 - a. Sign height, size and scale in relation to neighborhood;
 - b. Permitting requirements;
 - c. Sign placement;
 - d. City utility easements and access;
 - e. Sign maintenance and consequences of abandonment of sign or failure to abide by development agreement;
 - f. Sign lighting;
 - g. Agreement modification, termination, subsequent ownership, authorization to rezone, and enforcement;
 - h. Continued use of the site for community benefit.



CITY OF BONNERS FERRY

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

Comprehensive Plan Amendment Application

FOR OFFICE USE ONLY:

FILE #	RECEIVED: <div style="text-align: center; font-size: 1.2em; font-weight: bold;">RECEIVED</div> <div style="text-align: center; font-size: 1.1em;">MAY 05 2022</div> <div style="text-align: center; font-size: 0.8em; margin-top: 10px;">CITY OF BONNERS FERRY</div>
--------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

APPLICANT INFORMATION:

Landowner's name: FJC L.L.C.		
Mailing address: 6497 Comanche Street		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: 208-267-1826	Fax:	
E-mail: northsideschoolbedandbreakfast@yahoo.com		

REPRESENTATIVE'S INFORMATION:

Representative's name: Preston Becker, Boundary Community Hospital CEO and Dennis Dinning Trustee		
Company name: Boundary Community Hospital		
Mailing address: 6640 Kanksu Street		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: 208-267-3141	Fax:	
E-mail: pbecker@bcch.org / dendinning@msn.com		

PARCEL INFORMATION:

Section #: 22	Township: 62N	Range: 1E	Parcel acreage: 0.096
Parcel # (s): RPB00000228861A			
Legal description (Attach conveyance document): Instrument No. 280080 Attached hereto as Attachment A			
Current Comp Plan Map Designation: Residential		Proposed Map Designation: Commercial: Conditional Use	
Current Zoning: Residential A		Current Use: Undeveloped	
Directions to site: East of Northside Bed and Breakfast between Comanche and Highway 95			

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APPLICANT NARRATIVE:

Application is for: Map Amendment Text Amendment

MAY 05 2022

Please explain the nature and purpose of the amendment:

Please see Attachment B "Applicant Narrative" attached hereto

CITY OF BONNERS FERRY

What changes have occurred in the area (uses, development, annexations, growth, etc.) to warrant a change in the comprehensive plan?

Please see Attachment B "Applicant Narrative" attached hereto

How does the proposed amendment meet the goals and policies of the City's adopted comprehensive plan? (Attach additional pages, if needed)

Please see Attachment B "Applicant Narrative" attached hereto

What extensions of city services or roads would be required as a result of the proposed change?

Please see Attachment B "Applicant Narrative" attached hereto

How is the proposed map designation in accord with the future or current uses of the site?

Please see Attachment B "Applicant Narrative" attached hereto

Explain how the proposed map designation is compatible with the surrounding uses and designations:

Please see Attachment B "Applicant Narrative" attached hereto

SITE INFORMATION:

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

North Residential A

South Commercial

East Commercial

West Residential A

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

North Residential A

South Commercial

East Commercial

West Residential A

Water service: N/A Sewer service: N/A

Please provide a general description of the site: (Slope, water bodies, wetlands, existing structures and uses, road system, etc.)

Less than one-tenth of an acre wedged between Commanche and Highway 95 that is bisected by power and telephone lines.

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.

Landowner's signature: *Paula A. [Signature]* Date: 4/28/22

Landowner's signature: *Jean S. Duarte* Date: 4/28/22

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CITY OF BONNERS FERRY

Attachment A

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CITY OF BONNERS FERRY

After recording mail to: Granite

280080

ACCOMMODATION RECORDING
Community Title LLC has not
examined this document and
assumes no liability for
content nor effects on this

WARRANTY DEED

FOR VALUE RECEIVED

Frank M. Duarte and Jerri S. Duarte, Trustees of the Duarte Living Trust, dated December 03, 2014

do hereby grant, bargain, sell and convey unto

FPC, LLC

whose current address is: 6877 Coconino St., Bonners Ferry, ID 83805,

the grantees, the following described premises, in Boundary County, Idaho, TO WIT:

See Attached Exhibit A

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said Grantee, their heirs and assigns forever. And the Grantor does hereby covenant and warrant to the Grantee, that it is the owner in fee simple of said premises; that they are free from all encumbrances EXCEPT all easements, right of ways, covenants, restrictions, reservations of record and taxes and assessments, and that they will warrant and defend the same from all lawful claims whatsoever.

DATED: 12-4-19

The Duarte Living Trust, dated December 03, 2014

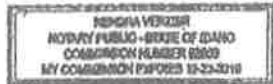
Frank M. Duarte
Frank M. Duarte, Trustee

Jerri S. Duarte
Jerri S. Duarte, Trustee

State of IDAHO)
County of BOUNDARY)

On this 4th day of December, 2019, before me, a Notary Public in and for said county and state, personally appeared Frank M. Duarte and Jerri S. Duarte, known or identified to me to be the persons whose names are subscribed to the foregoing instrument as Trustees of the Duarte Living Trust, dated December 03, 2014 and acknowledged to me that they executed the same as Trustees.

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



Landra Verzer
Notary Public for the State of Idaho
Residing at: Boundary County
Comm. Exp: 12-28-19

STATE OF IDAHO }
County of Boundary } SS.
Filed by: Community Title
on 12-17-19 } 2:10
Ghenda Peston }
County Recorder }
By Deputy }
Fec \$ 15.00 }
Mail to } *at*

280080

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EXHIBIT "A"
Legal Description

CITY OF BONNERS FERRY

The land referred to in this document is situated in the State of Idaho, County of Boundary, and is described as follows:

Tract I:

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 22, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho; being a part of that property defined in Book 15 of Deeds, page 98, records of Boundary County, Idaho, and more particularly described as follows:

Beginning at the intersection of the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 22 and the Northwesterly right of way of U.S. Highway No. 95, as defined by that right of way deed duly recorded in Book 21 of Deeds, Page 225, records of Boundary County, Idaho, said point being North $00^{\circ}59'55''$ East, 44.06 feet from the Southeast corner of the Southwest Quarter of the Southeast Quarter; thence, along the East line of the Southwest Quarter of the Southeast Quarter, $N00^{\circ}59'55''$ East, 86.48 feet, to the Southeastly right of way of Comanche Street as defined in that right of way deed duly recorded in Book 4 of Instruments, page 381, records of Boundary County; Thence, along said right of way, South $24^{\circ}32'55''$ West, 31.57 feet; thence on a curve to the right having a central angle of $13^{\circ}46'10''$ and a radius of 226.64 feet, for an arc distance of 54.47 feet (chord = South $31^{\circ}26'00''$ West, 54.34 feet); thence following the Easterly boundary of that right of way deed duly recorded in Book 22 of Deeds, page 319, records of Boundary County, South $25^{\circ}29'53''$ West, 51.29 feet; thence, North $64^{\circ}30'05''$ West, 18.39 feet; thence, along the right of way of Comanche Street on a curve to the right having a central angle of $07^{\circ}25'30''$ and a radius of 226.64 feet, for an arc distance of 29.37 feet (chord = South $53^{\circ}30'23''$ West 29.35 feet), to the South line of Section 22; thence, along said South line, South $89^{\circ}40'24''$ East, 82.15 feet, to the Northwesterly right of way of U.S. Highway 95; thence, along said right of way on a curve to the right having a central angle of $02^{\circ}14'04''$ and a radius of 1,246.30 feet, for an arc distance of 48.60 feet (chord = North $25^{\circ}17'52''$ East, 48.60 feet) to the True Point of Beginning.

Tract II:

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 22, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho, being a part of that property defined in Book 7 of Deeds, page 23 and Book 15 of Deeds, page 98 in the records of Boundary County, Idaho; more particularly described as follows:

Commencing at a point on the East line of the Southwest Quarter of the Southeast Quarter of said Section 22 which is North $00^{\circ}59'55''$ East, 225.50 feet from the Southeast corner of the Southwest Quarter of the Southeast Quarter; thence North $89^{\circ}40'24''$ West, 2.26 feet to the Northwesterly right of way of Comanche Street as defined by that right of way deed duly recorded in Book 4 of Instruments, page 381, records of Boundary County and the True Point of Beginning of this description; thence, along the North line of that property defined in Book 15 of Deeds, page 98, records of Boundary County, North $89^{\circ}40'24''$ West, 157.77 feet; thence, continuing North $89^{\circ}40'24''$ West, 214.50 feet; thence, South $00^{\circ}59'55''$ West, 208.92 feet; thence, South $89^{\circ}40'24''$ East, 211.62 feet to the Northwesterly right of way of Comanche Street, as described by that right of way deed recorded in Book 4 of Instruments, page 381, records of Boundary County; thence, along said right of way on a curve to the left having a central angle of $48^{\circ}30'37''$ and a radius of 186.64 feet, for an arc distance of 158.02 feet (chord = North $48^{\circ}48'14''$ East, 153.34 feet); thence, North $24^{\circ}32'55''$ East, 117.69 feet, to the True Point of Beginning.

Subject to such rights, easement, covenants, restrictions and zoning regulations as appear of record or by use upon the premises.

LESS:

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CITY OF BONNERS FERRY

January 17, 1991

NORTHSIDE SCHOOL SURVEY

Original Boundary

The original boundary of the Northside school was created with 2 deeds. The westerly parcel was deeded to the School District in 1910 and recorded in Book 7 of Deeds, Page 23. The easterly parcel was deeded to the School District in 1921 and recorded in Book 15 of Deeds, Page 98. These parcels overlap by approximately 5 feet. The Boundary County assessor's office notes a third parcel to the school lying north of the easterly parcel but recorded documents could not be found. The majority of this parcel was quit claimed from the School District to Burkholder leaving a 3.5 foot hiatus between properties.

Right of Way deeds and Easements

1. In 1938 the School District deeded a small triangular parcel to the state for highway right of way in the southeast corner of the school property.
2. In 1942 a road right of way was deeded to the county (Comanche Street).
3. In 1968 a 40 foot right of way was deeded to the city of Bonners Ferry which encompassed most of the 1942 county right of way and extended east along Comanche Street to its point of departure from the school property.
4. In 1982 the city obtained a 20 foot easement for a sewer line through the school property.

These right of ways left the School District with approximately 1.56 acres around the building and approximately .096 acres lying southeast of Comanche Street. The .096 acres has power and telephone lines running through it and has very little potential.

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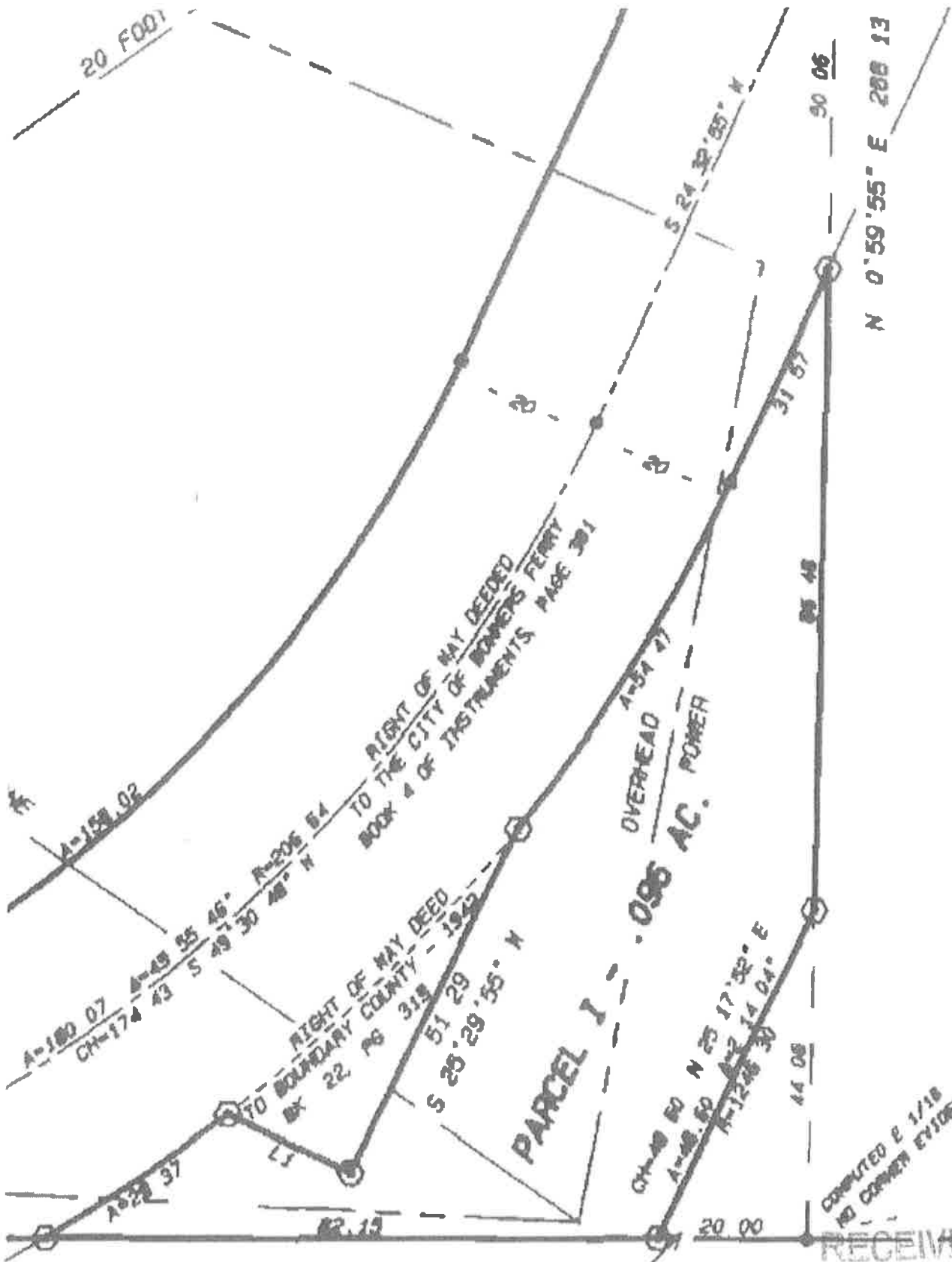
MAY 05 2022

CITY OF BONNERSFERRY

Parcel 1 - .096 Acres

A tract of land in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twenty-two (22), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; being a part of that property defined in Book 15 of Deeds, Page 98 in the records of Boundary County, and more particularly described as follows:

Beginning at the intersection of the easterly line of the SW1/4 of the SE1/4 of said Section 22 and the northwesterly right of way of U.S. Highway No. 95, as defined by that right of way deed duly recorded in Book 21 of Deeds, Page 225, records of Boundary County, said point being N00°59'55"E, 44.06 feet from the southeast corner of the SW1/4 of the SE1/4; thence, along the east line of the SW1/4 of the SE1/4, N00°59'55"E, 86.48 feet, to the southeasterly right of way of Commanche Street as defined in that right of way deed duly recorded in Book 4 of Instruments, Page 381, records of Boundary County thence, along said right of way, S24°32'55"W, 31.57 feet; thence on a curve to the right having a central angle of 13°46'10" and a radius of 226.64 feet, for an arc distance of 54.47 feet (chord = S31°26'00"W, 54.34 feet), thence following the easterly boundary of that right of way deed duly recorded in Book 22 of Deeds, Page 319, records of Boundary County, S25°29'55"W, 51.29 feet; thence N64°30'05"W, 18.39 feet; thence along the right of way of Commanche Street on a curve to the right having a central angle of 07°25'30" and a radius of 226.64 feet, for an arc distance of 29.37 feet (chord = S55°50'23"W, 29.35 feet), to the south line of Section 22; thence, along said south line, S09°40'24"E, 82.15 feet, to the northwesterly right of way of U.S. Highway No. 95; thence, along said right of way on a curve to the right having a central angle of 02°14'04" and a radius of 1246.38 feet, for an arc distance of 48.60 feet (chord = N25°17'52"E, 48.60 feet), to the TRUE POINT OF BEGINNING; encompassing an area of 0.096 acres.



RIGHT OF WAY DEED TO STATE
 1938 - BK 21 OF DEEDS, PG 225

COMPUTED E 1/18
 NO CORNER EVIDENCE FOUND

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CITY OF BONNERS FERRY

Attachment B

APPLICANT NARRATIVE

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CITY OF BONNERS FERRY

I. Please explain the nature and purpose of the amendment:

A. The *nature* of the amendment is to comply with Bonners Ferry Ord. # 11-14-8; necessitated by the fact that Bonners Ferry Ordinance #11-14-18, and IDAPA 39.03.60 do not provide for “Animated Signs” outside of districts zoned commercial and/or industrial.

B. The *purpose* of the amendment is to install an Animated Sign to address the rapidly increasing need to communicate to health and community welfare services provided by Boundary Community Hospital to the public. The sign is necessitated due to:

- i. The historic difficulty of locating the hospital due to its remove from major transportation arteries.
- ii. Recently increased awareness of the fragility of providing efficacious community health and welfare services in the face of local, regional, or national emergencies such as the COVID-19 pandemic.
- iii. Recently increasing demographic pressure in the form of significant population influx and increasing senescence, as demonstrated by the Idaho Department of Labor demographic statistics attached hereto as *Exhibit 1*.

II. What changes have occurred in the area (uses, development, annexations, growth, etc.) to warrant a change in the comprehensive plan?

The changes necessitating the Hospital’s amendment applications are not, *per se*, Zone specific. Rather, the changes are specific to County wide public health and welfare needs as described in paragraphs I(B)(i) - (iii) above. However, it would be remiss to fail noting several Zone specific trends that appear to foretell future changes to the comprehensive plan map and Zone designations. To wit:

A. It is undeniable that current and future growth both point to the problems of balancing congestion, pollution, light and noise along the Highway 95 corridor, with Residential living standards. Therefore, it can be assumed that the next iteration of the comprehensive plan map will need to expand upon Commercial use along the corridor.

B. Similarly, residential expansion to the North and West of Highway 95 and the Kootenai River predicts the aforementioned issues impacting the existing Residential designation between Chinook and Comanche streets. This area, in it’s own right, is becoming a busy transportation corridor. Additionally, the Residential designation misaligns with the needs of the single largest workforce in Boundary County which is contained in the Medical Zone and surrounded by a desert of services due to the residential zone.

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CITY OF BONNERS FERRY

III. How does the proposed amendment meet the goals and policies of the City's adopted comprehensive plan?

ISSUE: Should the City of Bonners Ferry Amend the Comprehensive Plan map for a parcel of property adjacent to Highway 95 from "Residential A" to Commercial, thereby allowing the conditional rezone of the parcel for the purpose of erecting an animated Boundary Community Hospital sign?

This Applicant Narrative will attempt to affirmatively answer the foregoing question as follows. First, the applicant will briefly review the rules that touch upon the issue. Next, the applicant will present a brief analysis of how the rules apply to the facts on the ground. Finally, the applicant will conclude with an explanation of why the rules support amending the comprehensive plan map in order to accomplish a larger community benefit.

RULES:

I. Bonners Ferry Ord. # 11-14-8: Only allows signs in Residential A that are authorized without permit. The parties are in agreement that Bonners Ferry Ord. # 11-14-8 does not allow animated signs in the R1 Zone.

II. Bonners Ferry Ord. # 11-6-5:

A. The council may require a public hearing before making a decision. They may request studies from the applicant or public agencies concerning social, economic, fiscal and environmental effects of the proposed amendment, supplement, or change.

B. No amendment shall be allowed to permit a nonconforming use, which will materially interfere with the use of the adjoining premises in conformity with the regulations applicable to the use district in which it is located.

III. Pursuant to Ordinance # 11-6-5 the City of Bonners Ferry has additionally communicated that approval will be conditioned upon including a site plan ensuring:

- (i) any permanent structures are located wholly on property owned by the applicant, and
- (ii) no permanent structures will interfere City easements and/or inhibit access to above or below ground utilities.

SPOT ZONING: See: *Dawson Enterprises v. Blaine Cty.* 98 ID. 506 (1977) *et seq*

I. Definitions: "In its broadest, merely 'descriptive' sense, spot zoning is simply the reclassification of one or more tracts or lots for a use prohibited by the original zoning

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ordinance. As such, a request for a spot zone has no negative connotations. It simply demarcates the starting point for a court's inquiry." *Id.* at 514.

In its normative legal sense "allow[ing] a nonconforming use is very likely to be 'spot zoning' when it "singles out a parcel of land within the limits of a use district and marks it off into a separate district for the benefit of the owner, thereby permitting a use of that parcel inconsistent with the use permitted in the rest of the district, is invalid if it is not in accordance with the comprehensive zoning plan and is merely for private gain." *Id.* at 515.

II. Tests: "The most widely accepted tests of validity ... are whether or not the ordinance is in accordance with a comprehensive plan of zoning ... and whether or not it is reasonably designed to promote the general welfare, or other objectives specified in the enabling statutes, rather than merely to benefit individual property owners or to relieve them from the harshness of the general regulation as applied to their property." *Id.* at 514.

III. Application: "Requests for spot-zoning are generally made to alleviate situations of "unnecessary hardship." *Id.* at 515.

"[T]his Court has made it clear that reclassification of individual properties is valid when non-conforming uses are so pervasive that the character of the neighborhood has actually changed from its purported zoning classification; when there is selective or discriminatory application of the zoning ordinance to the particular property in question; when a property owner presents a prima facie case of unreasonableness and the zoning authority offers no evidence to show that its denial of the variance is reasonably related to valid zoning objectives; or when the use was incident to a valid non-conforming use which pre-existed the zoning ordinance in question." *Id.* at 515.

ANALYSIS:

Here, the foregoing ordinances and legal precedent are examined in light of their application to the context of the Hospital's application. Three arguments speak to the reasons this commission should recommend approval of the hospital's application, which will be discussed in further detail below. First, the applicant examines the issues raised by administrative staff under Ordinance # 11-6-5. Second, the applicant examines whether amending the comp plan map to accommodate changing a parcel zoned Residential A to Commercial is in accordance with a comprehensive plan of zoning that is reasonably designed to promote the general welfare, or whether the change is merely to benefit individual property owners or relieve them from the harshness of the general regulation as applied to their property. Finally, the applicant will examine the "unnecessary hardship" imposed upon the hospital, as distinguished from the extant caselaw.

I. The Commission should recommend approval of the Hospital's Application because the Hospital has complied with the City Administrator's conditions for approval.

II. The Commission should recommend approval of the Hospital's Application because the changes are commensurate with a comprehensive plan of zoning that is

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reasonably designed to promote the general welfare — not merely to benefit an individual property owner.

- (i) The comprehensive plan and the zoning map already situate commercial zoning adjacent to the proposed parcel. Therefore, the change would represent a contiguous expansion of the commercial zone.
- (ii) The comprehensive plan and the zoning map already contemplate the need for the medical zone, but fail to provide analysis of the need to provide location health information for community wide consumption. This is especially necessary given the recent population influx due to a public health crisis.
- (iii) The 2019 Transportation plan preceded the Covid-19 pandemic and as such failed to envision the community needs in regard to community medical needs.
- (iv) Recent Idaho Department of Labor statistics indicate community population growth at ___ % over the past ____ years.

III. The Commission should recommend approval of the Hospital's Application because the unnecessary hardship is borne by the residents and guests of Boundary County, as opposed to the cases of "spot zoning" found invalid by the courts because they were not in accordance with the comprehensive zoning plan and were merely for private gain.

(i) The 1977 Idaho Supreme Court case *Dawson Enterprises v. Blaine Cty.* is the landmark case in the State of Idaho on the question of spot zoning. There, Dawson Enterprises, a car dealership, purchased a 12.8 acre parcel zoned for one residential and agricultural use and applied to Blaine County for a commercial reclassification that would allow the development of the car dealership. Blaine County denied the request, and Dawson ultimately appealed. On appeal, Dawson Enterprises challenged the County's denial as "arbitrary, capricious, and unreasonable as applied to the parcel in question. Dawson argued that because the parcel was adjacent to U.S. Highway 93" (i) the property was most suitable commercial uses, (ii) it is already given to commercial uses, (iii) no other adequate commercial zones exist under the present ordinance, and (iv) that the land in question is not suitable for residential use.

The Supreme Court upheld the County's denial, reasoning as follows. First, the Court notes the finding in the U.S. Supreme Court zoning case *Village of Euclid, Ohio v. Ambler Realty Co.*, stating that "the exclusion of buildings devoted to business, trade, etc., from residential districts, bears a rational relation to the health and safety of the community." 272 U.S. 365 (1926). Next, the Court cites *White v. City of Twin Falls*, stating "The most widely accepted tests of validity ... are whether or not the ordinance is in accordance with a

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comprehensive plan of zoning . . . and whether or not it is reasonably designed to promote the general welfare, or other objectives specified in the enabling statutes, rather than merely to benefit individual property owners or to relieve them from the harshness of the general regulation as applied to their property.”¹ Idaho 176, 183, 338 P.2d 778, 783 (1959). Ultimately, “requests for spot-zoning are generally made to alleviate situations of ‘unnecessary hardship.’” *Dawson Enterprises v. Blaine Cty.* Dawson testified that his grant of the General Motors franchise for this area was made contingent upon his relocation of the dealership. And ultimately, the Court decided that Dawson’s application was for “private gain” at the expense of the community.

(ii) Here, as opposed to the *Dawson* line of cases, the Commission should recommend approval of Boundary Community Hospital’s application because the entire community that depends upon being informed of the Hospital’s services will suffer hardship because it’s services are hidden from the view of community members passing along the overwhelmingly dominant transportation corridor that is Highway 95. It is this basic fact that distinguishes the Hospital’s application from virtually every existing case under Idaho legal precedent. This application is not for “private gain” and in approving the application the City is insulated from suit because the decision to allow the sign is supported by separate elements of the “comprehensive plan of zoning” that are “reasonably designed to promote the general welfare” The City is not singling out a private landowner’s parcel for the owners personal gain. The owner is the County of Boundary, Idaho, and the gain inures to the public under the City’s valid power to amend the comprehensive plan under authority of a plan that is *specifically* designed to promote the general welfare through the creation of health district.

CONCLUSION: Based upon the foregoing, it should be clear that the legal precedent in Idaho regarding spot zoning are largely inapplicable to the facts before us. Here, there is no private gain being sought at community expense. Rather, those making the decision reside soundly within their legislative discretion, as contemplated by the comprehensive plan provisions for a medical district and community health and welfare needs, and as enacted by the zoning ordinances pertaining thereto.

IV. *What extensions of city services or roads would be required as a result of the proposed change?*

The animated sign will require connection to electrical power.

V. *How is the proposed map designation in accord with the future or current uses of the site?*

The proposed map designation at the site would be contiguous with the pre-existing Commercial designation to the West.

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VI. Explain how the proposed map designation is compatible with the surrounding uses and designations:

The proposed map designation is compatible with surrounding uses and designation because the designation would extend benefits to the entire surrounding community of Boundary County, while the impacts upon the residents of the zone would be negligible.

Exhibit 1

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Population Demographics Report OF BONNERS FERRY

Boundary County, ID

Emsi Q4 2021 Data Set

November 2021

Idaho

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CITY OF BONNERS FERRY

Population by Age Cohort

Age Cohort	2001 Population	2023 Population	Change	% Change	2023 % of Cohort
Under 5 years	692	888	194	28%	6.51%
5 to 9 years	721	913	192	27%	6.71%
10 to 14 years	863	844	(19)	(2%)	6.20%
15 to 19 years	842	839	(3)	(0%)	6.17%
20 to 24 years	395	636	241	61%	4.68%
25 to 29 years	450	627	177	39%	4.61%
30 to 34 years	511	686	185	36%	5.11%
35 to 39 years	570	671	101	18%	4.93%
40 to 44 years	795	740	(59)	(7%)	5.44%
45 to 49 years	870	757	(113)	(13%)	5.56%
50 to 54 years	781	787	6	1%	5.76%
55 to 59 years	574	790	218	38%	5.80%
60 to 64 years	489	984	525	112%	7.31%
65 to 69 years	382	1,124	732	187%	8.28%
70 to 74 years	375	952	577	154%	7.00%
75 to 79 years	246	841	395	180%	4.71%
80 to 84 years	141	379	238	169%	2.79%
85 years and over	150	331	181	121%	2.43%
Total	9,837	13,608	3,771	38%	100.00%

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CITY OF BONNERS FERRY

Cohort Totals

Area	2001 Population	2023 Population	Change	% Change
1 County	9,837	13,608	3,771	38%
State	1,321,170	1,932,610	611,440	46%
Nation	285,081,556	336,185,046	51,103,490	18%

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CITY OF SONNERS FERRY

Appendix A - Data Sources and Calculations

Demographic Data

The demographic data in this report is compiled from several sources using a specialized process. Sources include annual population estimates and population projections from the US Census Bureau, and birth and mortality rates from the US Health Department.

State Data Sources

This report uses state data from the following agencies: Idaho Department of Labor



CITY OF BONNERS FERRY

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

Zone Change Application

FOR OFFICE USE ONLY:

FILE #

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CITY OF BONNERS FERRY

APPLICANT INFORMATION:

Landowner's name: FJC L.L.C.

Mailing address: 6497 Comanche Street

City: Bonners Ferry

State: ID

Zip code: 83805

Telephone: 208-267-1826

Fax:

E-mail: northsideschoolbedandbreakfast@yahoo.com

REPRESENTATIVE'S INFORMATION:

Representative's name: Preston Becker, Boundary Community Hospital CEO and Dennis Dinning Trustee

Company name: Boundary Community Hospital

Mailing address: 6640 Kaniksu Street

City: Bonners Ferry

State: ID

Zip code: 83805

Telephone: 208-267-3141

Fax:

E-mail: pbecker@bcch.org / dendinning@msn.com

PARCEL INFORMATION:

Section #: 22

Township: 62N

Range: 1E

Parcel acreage: 0.096

Parcel # (s): RPB00000228861A

Legal description (Attach conveyance document): Instrument No. 280080 Included herewith as Attachment A

Current zoning: Residential A

Current Comprehensive Plan Designation:

Residential

Current Use: Undeveloped

Directions to site: East of Northside Bed and Breakfast, wedged between Highway 95 and Comanche

Zone change app.

APPLICANT NARRATIVE:

Please explain the nature and purpose of the zone change: (How has the area changed since it was zoned, what specifics about uses within the area support the change to the new zone district).

* Please see Attachment B to the Comprehensive Plan Amendment Application submitted herewith.

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SITE INFORMATION:

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

North Residential A

South Commercial

East Commercial

West Residential A

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

North Residential A

South Commercial

East Commercial

West Residential A

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

The parcel is wedged between Comanche and Highway 95, bisected by overhead power lines and "has very little potential."

STANDARDS FOR REVIEW

How will the proposed site meet the specific criteria of the proposed zoning district?

Applicant seeks Conditional Commercial designation because the site does not meet the specific criteria of the proposed zoning district

Will the proposed zone change require any additional city services be extended to serve the property? For example, will sewer lines, roads or electricity need to be extended to serve the area as part of the zone change request?

Power will need to be extended to the sign.

Explain how the proposed zone change will be compatible with surrounding and adjoin land uses? Will any additional noise, light glare, odor, fumes or vibrations occur that will affect adjoining property owners?

The proposed zone change will be compatible with the Commercial designations to the East and South. It is incompatible with the Residential A designations to the North and the West. However, the proposed Animated Sign will be placed at such an angle as to specifically target motorists traversing the Commercially designated lines of sight. As such, any additional impacts to land owners in the Residential A designation will be negligible, if they are noticed at all.

Will the requested zone change permit a non-conforming use that otherwise is prohibited in the current zone?

Yes. It would conditionally permit an animated sign to exist adjacent to a Residential A designation, while simultaneously allowing the community to benefit from messaging targeted to Commercial designations.

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

Please see Attachment C submitted herewith.

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.

Landowner's signature: *Fred D. ...* Date: 4/28/22

Landowner's signature: *Joni S. ...* Date: 4/28/22

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Attachment C

Explain how the proposed use is in general compliance with the goals of the Comprehensive Plan:

The proposed use is in general compliance with, at minimum six separate provisions of the comprehensive plan. To wit:

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I. Private Property:

“... the City recognizes that no land exists solely unto itself, depending in substantial degree upon public facilities and its relationship to other privately held lands for value and utility.”

CITY OF BONNERS FERRY

“... land use regulations will be applied in ways that respect public needs, which endeavor to minimize conflicts with nearby land uses and to protect the private property rights of other landowners. Inherently, any such practice requires weighing the interests of all private property owners along with the public interest.”

A. Policy:

“To administer ordinances including provisions such as variances or special exceptions to allow reasonable use of private lands consistent with maintenance of public health, safety and general welfare.”

II. Population:

Please see the most recent demographic projections from the Idaho Department of Labor submitted herewith as Exhibit 1 to Attachment B of the Comprehensive Plan Amendment Application.

III. Land Use:

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

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

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

Goal 6: Area of City Impact authority which is provided by 67-6526 of the Idaho Code has been negotiated with Boundary County to assure City involvement in matters that may directly affect both the City’s development and use of the City’s utility systems. The regulations of such areas should be agreed upon between the two jurisdictions, and should consider possible annexation by the City in the future and upon any necessary measures to protect the health and safety of the City residents as a result of development on the City’s fringe. Particular attention should be paid to emergency services

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and the transportation system, as traffic from outlying areas feeds into the city for commercial and other activities.

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

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

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

IV. Hazardous Areas:

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

Policy 2. The City should coordinate with the County and local emergency service providers in educating the community on the emergency response plan which addresses medical care, escape routes, mutual aid agreements, temporary housing and communications.

V. Public Services, Facilities, and Utilities:

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

"County facilities located in the city are as follows: County hospital, nursing home and restorium ..."

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

It is the Applicant's position, together with the letters of support from County officials submitted herewith as *Exhibit 2* that the foregoing conclusion is presently untenable.

VI. Transportation:

Significantly, the comprehensive plan in its current iteration appears not to consider transportation issues as they result in access and knowledge about community medical zone services.

Exhibit 2

Glenda Poston
Clerk/Auditor/Recorder
Boundary County Courthouse
E-mail: gposton@boundarycountyid.org



Court 208-267-5504
Auditor 208-267-2242
Fax 208-267-7814

BOUNDARY COUNTY
P. O. Box 419
Bonnors Ferry, ID 83805

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CITY OF BONNERS FERRY

August 27, 2021

Boundary Community Hospital
Board of Directors
Bonnors Ferry, Idaho 83805
Atten: Dennis Dinning

Dear Mr. Dinning;

Dennis, thank you for your efforts in researching the possibility of a reader board for our community. As an elected official that had to struggle with challenges this past year with the COVID-19 issues that surrounded this community. A message board of this type would have been invaluable. I could see this board informing residents of critical events taking place within Boundary County, from health issues, to fire, to cooling/warming centers, to important events. We simply don't know all of the uses that it could have.

Again, thank you for your efforts and that of the Hospital Board for the Boundary Community Hospital reader sign board.

Respectfully,


Glenda Poston
Boundary County Clerk



BOUNDARY COUNTY SHERIFF'S OFFICE
David Kramer, Sheriff • Richard Stephens, Chief Deputy

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CITY OF BONNERS FERRY

September 13, 2021

Hospital Board of Trustees
6640 Kaniksu street
Bonners Ferry, Idaho 83805

RE: electronic sign off of US 95

To the Boundary Community Hospital Board of Trustees,

I am fully in support of an electronic sign being placed on the northside of Bonners Ferry that is visible for information from highway 95. I have had discussions with Dennis Denning in the past on a sign that would be helpful for people finding the hospital and able to be used for emergency information.

I encourage approval of allowing the hospital to obtain and place this sign off of US 95 near the junction of Chinook street.

Sincerely,

A handwritten signature in cursive script, appearing to read "David Kramer".

David Kramer
Sheriff, Boundary County



Boundary County Office of
Emergency Management and Public Information

P.O. Box 419, Bonners Ferry, Idaho 83805

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CITY OF BONNERS FERRY

Boundary County Hospital Board of Trustees
6640 Kaniksu Street
Bonners Ferry, Idaho
83805

8 Sept, 2021

Dear Trustees,

I am writing to express my strong support for your project to place an electronic message board adjacent to Highway 95 in Bonners Ferry. Our community will benefit daily from having such a convenient source of official information.

As you know, providing timely, accurate, and trusted information to the public is tough, even on a good "blue sky" day. In a crisis, my goal is to quickly provide critical information to those who need it so they are empowered to make informed decisions that can impact the health and well-being of themselves and their families.

The tools we can use to do that are limited, and each tool can reach only a certain audience. The planned electronic messaging board provides tremendous potential to improve our public safety messaging by reaching members of our community who might not otherwise get the message, even if that message is simply a phone number to obtain more information.

I absolutely endorse this project. Please express my gratitude to Mr. Dennis Dinning for his leadership in obtaining this great asset for our community.

Sincerely,

A handwritten signature in cursive script that reads "Andrew D. O'Neel".

ANDREW D. O'NEEL
Director, Office of Emergency Management
Public Information Officer
Boundary County, Idaho

Boundary County Commissioners
Dan R. Dinning, Chairman
Wally Cossairt, Commissioner
Tim Bertling, Commissioner



BOUNDARY COUNTY
P. O. Box 419
Bonners Ferry, ID 83805

*This is the original
of what we emailed
on Sept 7th
Thank you*

23
14
org

September 7, 2021

Boundary Community Hospital
6640 Kanixsu Street
Bonners Ferry, Idaho 83805

RE: Reader Board Project

To whom it may concern:

We, the Boundary County Board of Commissioners would like to voice our support of Boundary Community Hospital and their efforts to put up a reader board that would be visible to the public on Highway 95.

This reader board will furnish the local community and visitors who visit our area with important information on Boundary Community Hospital and in addition, it will provide information to the community regarding emergencies, to include amber alerts and road closures due to accidents, etc.

A reader board that provides this type of information would be an asset to our community.

Respectfully,

Boundary County
Board of Commissioners


Dan R. Dinning, Chairman


Wally Cossairt, Commissioner


Tim Bertling, Commissioner

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Attachment D

Site Plan

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Exhibit No. 3 below contains documentation demonstrating compliance with City of Bonners Ferry utility concerns, in addition to providing renderings and design specifications of the proposed sign.

1. Electric Department: No permanent structure will inhibit access to above or below ground electrical utilities. The sign will be situated sufficiently to the east of both the overhead electrical lines, and the access road to ensure access. Finally, neither the title report, 811 research, nor survey maps show and underground electrical utilities. The Title Report is attached to Exhibit No. 3.
2. Water Department: The site plan demonstrates an alleged water line bisecting the subject property. However, no record including the title report, 411 research, nor survey maps show an existing water line or easement. Never the less, as the site plan demonstrates, the sign will exist sufficiently to the South of the alleged water line ensuring no impediment to City access or risk of damage from construction.
3. Streets And Parks Department: The site plan demonstrates that access for construction and maintenance would be gained along the existing primitive utility access road, departing from Comanche Street along the City Right of Way.
4. Property Lines: The property lines have been flagged as per the survey recorded as Record No. 164186 attached herewith.

EXHIBIT NO. 3



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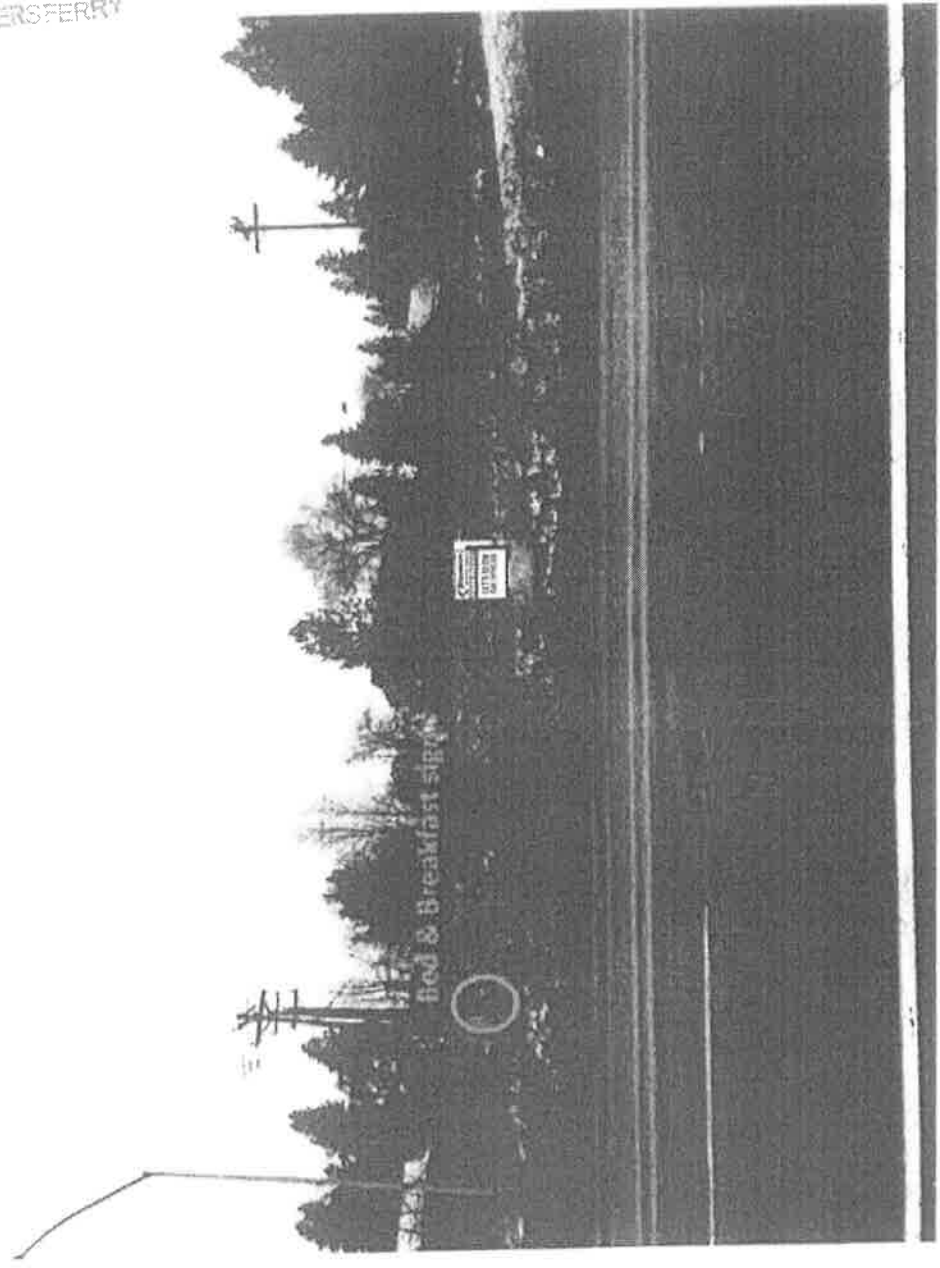
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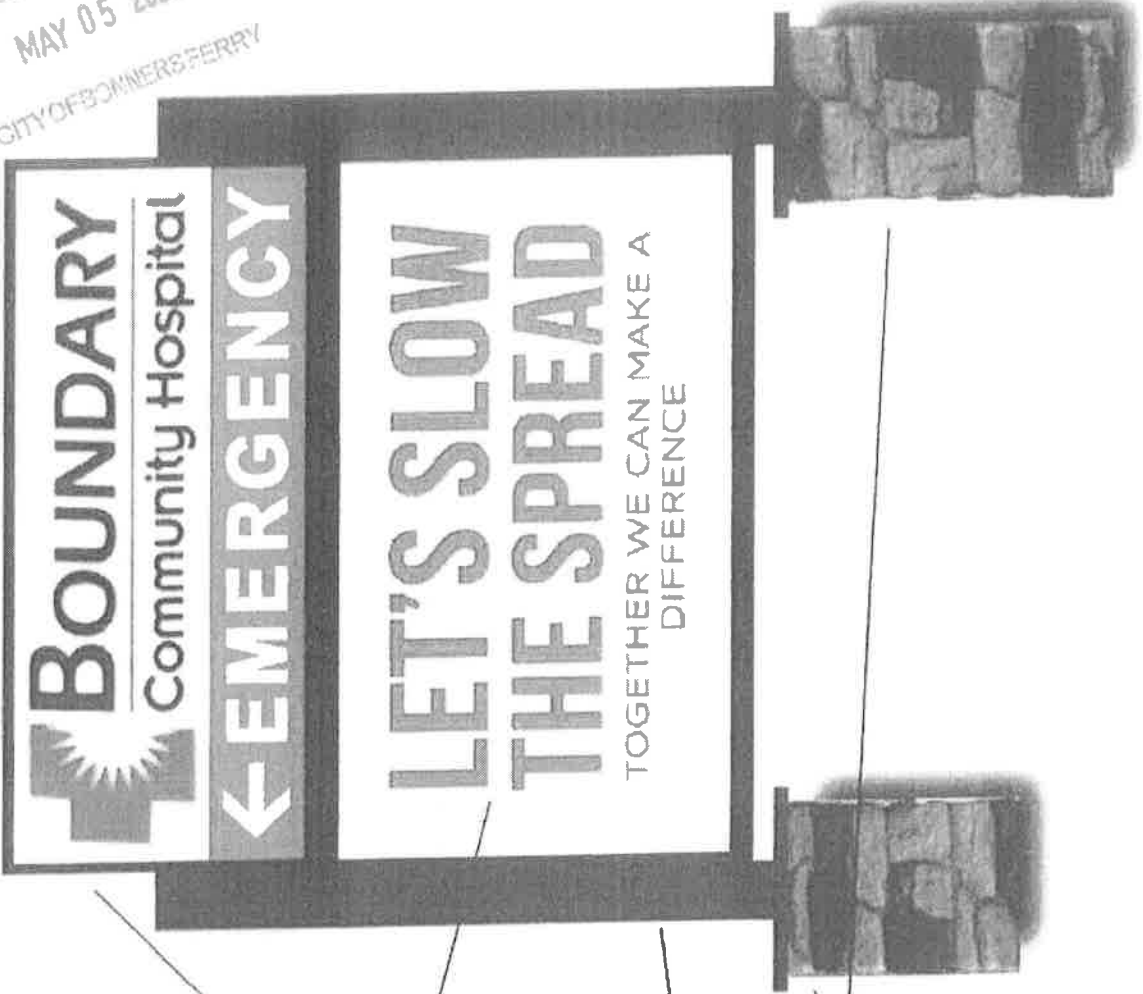
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CITY OF BOMMERS FERRY



40" x 97" double-sided cabinet
internally illuminated

56" x 97" double-sided
Daktronics electronic sign

8" x 8" support column(s)

24" x 24" x height
high-density urethane
faux riverstone column(s)

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CITY OF BONNERS FERRY

Reference: Boundary Community Hospital

Model	Description
GS6-64X120-19.8-RGB-2V	Galaxy® Outdoor Electronic Message Center - GS6 Series - 19.8mm RGB; 2V Interconnect Cable Length is 20 Feet
Line Spacing: 19.8mm	Ventilation: Front
Matrix: 64 lines by 120 columns	Service Access: Front Only-Can only access components from front
LED Color: RGB- 281 Trillion Colors	Signal Connections: Quick Connects External to Display
Display Configuration: 2V - two one sided displays - same content	Connections: 60
Cabinet Design: Single Section per face	Second: Automatic, Scheduled, or Manual
Paint: Semi-Gloss Black All Around	Dimming: 160 degrees horizontal x 90 degrees vertical
Active Area: 4' 2" H X 7' 10" W (Approx. Dimensions)	Viewable Angle: 140 degrees Horizontal x 70 degrees Vertical
Cabinet Dimensions: 4' 8" H X 8' 1" W X 0' 5" D (Approx. Dimensions)	Weight: Unpackaged 275 lbs per display; Packaged 390 lbs per display
Max Power: 1145 watts/display	Compliance Info: UL, cUL, UL-Energy Verified, FCC
Daktronics Verizon Modem, 4G, Ethernet	Daktronics Verizon 4G Cellular Modem Only - Requires Daktronics Verizon Cellular Data Plan
Galaxy® External Temperature Sensor	External Temperature Sensor with 25 ft. Quick Connect Cable

A RPB0120011012AA
7385 Bingham St
Sara P. Yoder

B RPB0120011006AA
City of Bonners Ferry

C RPB0120011009AA
7377 Bingham St
Karen M. Yoder

D RPB0120012015CA
Vern G. Clapp

E RPB0120012015BA
6512 Comanche St
Mark Carey

F RPB0120012018AA
7378 Bingham St
Jamie N. Eberle

G RPB0120009004AA
6511 Comanche St.
Wayne W. Overman

H RPB1090001017CA
7394 Cassia St.
Terri M. Dunning

I RPB1090001017BA
7402 Cassia St
Stacy L. Sliver

J RPB1090001017AA
7412 Cassia St
Marcia Irene Leonard

K RPB00000228852A
6471 Comanche St
Ken Kogle

L RPB1090001016AA
7417 Cassia St
Dixie Lee Fulgham Estate

M RPB1090001018AA
7397 Blaine St
David John McClelland

N RPB0620001001AA
6468 Comanche St
Erickson Living Trust

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CITY OF BONNERS FERRY



Community Title, LLC

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7184 Main Street/P.O. Box 1902
Bonners Ferry, ID 83805
208-267-6500

CITY OF BONNERS FERRY

HELP US STAY ON TOP OF YOUR TRANSACTION

IF ANY OF THE FOLLOWING QUESTIONS ARE ANSWERED "YES" PLEASE CONTACT YOUR ESCROW OFFICER RIGHT AWAY!

- Are any of the people NOT able to sign in person at Community Title in Bonners Ferry?
- Do any of the parties plan to use a power of attorney?
- Is anyone currently shown in title deceased?
- Do any of the parties NOT have valid photo identification?
- Is construction work in progress or incomplete?
 - Any construction completed in the last year?
 - Any construction completed in the last 4 months?
- Is there a mobile or manufactured home on the property?
- Are the sellers a non-resident alien or a foreign out of country seller?
- Is there an entity to be formed? (i.e. LLC, Partnership, Corporation)
- Will the buyer be taking title in a Trust?
- Are any parties participating in a 1031 Exchange?
- Have any of the parties entered in to any Federally Backed Mortgage Forbearance programs? If yes, please provide all contact information that you received for the program.



ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

RECEIVED

MAY 05 2022

NOTICE

CITY OF BONNERS FERRY

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.


If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Countersigned by:


Authorized Countersignature

Company: **Community Title, LLC**
7184 Main Street
City, State: **P.O. Box 1902**
Bonnors Ferry, ID 83805




Frederick H. Eppinger
President and CEO


Denise Carraux
Secretary

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(4-2-16) Page 1 of 3

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LAND TITLE
ASSOCIATION



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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive knowledge, by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I - Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I - Requirements;
- (f) Schedule B, Part II - Exceptions; and
- (g) a countersignature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I - Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II - Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions: Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.

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(4-2-16) Page 2 of 3



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- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any, OF BONNERS FERRY
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II - Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <<http://www.alta.org/arbitration>>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

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(4-2-18) Page 3 of 3



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

RECEIVED

MAY 05 2022

CITY OF BONNERS FERRY

Transaction Identification Data for reference only:

Issuing Agent: Community Title, LLC
Issuing Office: Community Title, LLC
Title Officer: Kendra Verzier
Commitment Number: 25540-JF
Issuing Office File Number: 25540-JF
Property Address: RP B00000228861 A, Bonners Ferry, ID 83805
Revision Number: 1

1. Commitment Effective Date: February 24, 2022 at 8:00AM

2. Policy to be issued:

(a) 2006 ALTA Owner's Policy

Proposed Policy Amount
\$10,000.00
Premium: **\$215.00**
Credit applied: \$

Proposed Insured: Boundary Community Hospital

(b) 2006 ALTA Loan Policy

\$
Premium: **\$**
(Includes Endorsements 8.1, 9, 22-06)
Simultaneous Issue Premium: **\$**
Credit applied: **\$**

Proposed Insured:

(c)

Proposed Insured:

\$

3. The estate or interest in the Land described or referred to in this Commitment is **Fee Simple**.

4. Title to the said estate or interest in the Land is at the Commitment Date vested in:

FJC, LLC

5. The Land is described as follows:

A tract of land in the Southwest Quarter of the Southeast Quarter of Section 22, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho; being a part of that property defined in Book 15 of Deeds, page 98, records of Boundary County, Idaho, and more particularly described as follows:

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File No.: 25540-JF

ALTA Commitment For Title Insurance 8-1-16

Page 1 of 7

AMERICAN
LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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CITY OF BONNERSTERRY

Beginning at the intersection of the Easterly line of the Southwest Quarter of the Southeast Quarter of said Section 22 and the Northwesterly right of way of U.S. Highway No. 95, as defined by that right of way deed duly recorded in Book 21 of Deeds, Page 225, records of Boundary County, Idaho, said point being North 00°59'55" East, 44.06 feet from the Southeast corner of the Southwest Quarter of the Southeast Quarter; thence, along the East line of the Southwest Quarter of the Southeast Quarter, N 00°59'55" East, 86.48 feet, to the Southeasterly right of way of Comanche Street as defined in that right of way deed duly recorded in Book 4 of Instruments, page 381, records of Boundary County; Thence, along said right of way, South 24°32'55" West, 31.57 feet; thence on a curve to the right having a central angle of 13°46'10" and a radius of 226.64 feet, for an arc distance of 54.47 feet (chord = South 31°26'00" West, 54.34 feet); thence following the Easterly boundary of that right of way deed duly recorded in Book 22 of Deeds, page 319, records of Boundary County, South 25°29'55" West, 51.29 feet; thence, North 64°30'05" West, 18.39 feet; thence, along the right of way of Comanche Street on a curve to the right having a central angle of 07° 25' 30" and a radius of 226.64 feet, for an arc distance of 29.37 feet (chord = South 55°50'23" West 29.35 feet), to the South line of Section 22; thence, along said South line, South 89°40'24" East, 82.15 feet, to the Northwesterly right of way of U.S. Highway 95; thence, along said right of way on a curve to the right having a central angle of 02°14'04" and a radius of 1,246.30 feet, for an arc distance of 48.60 feet (chord=North 25°17'52" East, 48.60 feet) to the True Point of Beginning.

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Page 2 of 7

AMERICAN
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SCHEDULE B PART I**

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CITY OF BONNERS FERRY

Requirements

File No.: 25540-JF

All of the following Requirements must be met:

- A. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- B. Pay the agreed amount for the estate or interest to be insured.
- C. Pay the premiums, fees, and charges for the Policy to the Company.
- D. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
- E. ANY MATTERS LISTED AS REQUIREMENTS ON SCHEDULE B-1 THAT ARE NOT RESOLVED TO THE SATISFACTION OF THE COMPANY WILL BE SHOWN AS AN EXCEPTION ON FINAL POLICY.
- F. WE ARE INFORMED THAT FJC, LLC IS A LIMITED LIABILITY COMPANY (LLC). A COPY OF THE DUPLICATE ORIGINAL OF THE FILED LLC CERTIFICATE OF FORMATION, THE LLC AGREEMENT, AND ALL SUBSEQUENT MODIFICATIONS OR AMENDMENTS THERETO MUST BE SUBMITTED TO THE COMPANY FOR REVIEW.
- G. ANY CONVEYANCE OR MORTGAGE BY FJC, LLC, A LIMITED LIABILITY COMPANY (LLC), MUST BE EXECUTED BY ALL THE MEMBERS AND THEIR RESPECTIVE SPOUSES AS OF THE DATE HEREOF, OR EVIDENCE SUBMITTED THAT CERTAIN DESIGNATED MEMBERS OR MANAGERS HAVE BEEN AUTHORIZED TO ACT FOR THE LIMITED LIABILITY COMPANY.
- H. QUESTION AS TO THE AVAILABILITY OF OBTAINING AN ADDRESS. CURRENTLY, THERE IS NO DOCUMENTATION FROM THE CITY OF BONNERS FERRY OR BOUNDARY COUNTY PROVIDING THE SUBJECT PREMISES WITH AN ADDRESS.

NOTE: IF NOT RESOLVED, THE POLICY WILL BE ISSUED SPECIFICALLY EXCLUDING COVERAGE AS TO ADDRESS AVAILABILITY.

I. NOTE:

IN THE EVENT THAT THIS TRANSACTION FAILS TO CLOSE, A FEE WILL BE CHARGED TO COMPLY WITH THE STATE INSURANCE CODE.

THERE IS NO NOTICE OF RECORD AND THEREFORE NO SEARCH HAS BEEN MADE FOR ANY UNPAID ASSESSMENTS, CHARGES OR FEES FOR SEWER, WATER, GARBAGE, IRRIGATION AND OTHER POSSIBLE UTILITY SERVICES.

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**ALTA COMMITMENT FOR TITLE INSURANCE
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STEWART TITLE GUARANTY COMPANY

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MAY 05 2022

CITY OF BONNERS FERRY

IF THE PROPOSED INSURED UNDER THE POLICY TO ISSUE HAS ANY QUESTIONS CONCERNING THE COVERAGE OR EXCLUSIONS FROM COVERAGE, THE COMPANY WILL BE PLEASED TO PROVIDE AN EXPLANATION

- J. GENERAL TAXES FOR THE YEAR 2021 WERE PAID IN THE AMOUNT OF \$4,588.52, BILLING NO. 2100819, RP B00000228861 A.

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File No.: 25540-JF

ALTA Commitment For Title Insurance 8-1-18

Page 3 of 7

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LAND TITLE
ASSOCIATION



**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

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STEWART TITLE GUARANTY COMPANY

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CITY OF BONNERS FERRY

Exceptions

File No.: 25540-JF

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims, or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Taxes or assessments which are not now payable, or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency, which may result in taxes or assessments, or notice of such proceedings, whether or not shown by the records of such agency or the public record.
3. Any facts, rights, interest or claims, which are not shown by the public records, but which could be ascertained by an inspection of said land or by making inquiry of persons in possession or claiming to be in possession thereof.
4. Easements, liens, encumbrances, or claims of easements, liens or encumbrances, which are not shown by the public records.
5. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts, which a correct survey would disclose, and which are not shown by the public records.
6. Unpatented mining claims; reservations or exceptions in patents or in acts authorizing the issuance thereof; Indian treaty or aboriginal rights, including but not limited to, easements or equitable servitudes; water rights, claims or title to water, whether or not the matters excepted are shown by the Public Records.
7. Any lien, or right to a lien, for services, labor or material or equipment heretofore or hereafter furnished, imposed by law and not shown by the public records.
8. Any service, installation, connection, maintenance, or construction charges for sewer, water, electricity, or garbage.
9. GENERAL TAXES FOR THE YEAR 2022, A LIEN IN THE PROCESS OF ASSESSMENT, NOT YET DUE OR PAYABLE.
10. THERE IS CURRENTLY NO ASSESSOR'S PARCEL NUMBER OR TREASURER'S BILLING NUMBER CONCERNING THE PROPERTY SET FORTH HEREIN. ANY POLICY WILL EXCLUDE SUBSEQUENT ASSESSMENTS OR TAXES

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**ALTA COMMITMENT FOR TITLE INSURANCE
SCHEDULE B PART I**

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CITY OF BONNERS FERRY

AND ANY PENALTIES AND INTEREST THEREOF, DUE TO ANY CHANGE IN THE LAND USAGE, LOT SPLITS OR LOSS OF EXEMPTION.

11. ASSESSMENTS FOR THE CITY OF BONNERS FERRY, IF ANY, WHICH ARE EXCLUDED FROM THE COVERAGE AFFORDED HEREBY.
12. RESERVATIONS AND/OR EXCEPTIONS CONTAINED IN INSTRUMENT:
RECORDED: MAY 15, 1900
DISCLOSED BY: PATENT
BOOK/PAGE: BOOK 2 OF PATENTS/ PAGE 178
13. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:
IN FAVOR OF: STATE OF IDAHO
FOR: A RIGHT OF WAY FOR PUBLIC HIGHWAY AS SET FORTH IN DEED
AFFECTS: SUBJECT PROPERTY
DATED: SEPTEMBER 30, 1938
DISCLOSED BY: RIGHT OF WAY DEED
RECORDED: OCTOBER 24, 1938
INSTRUMENT NO.: 31258
14. EASEMENT DISCLOSED BY INSTRUMENT AND CONDITIONS CONTAINED THEREIN:
IN FAVOR OF: CITY OF BONNERS FERRY
FOR: A ROADWAY FOR THE PURPOSE OF A PUBLIC HIGHWAY FOREVER AS SET FORTH IN DEED.
AFFECTS: SUBJECT PROPERTY
DATED: OCTOBER 14, 1968
DISCLOSED BY: RIGHT OF WAY DEED
RECORDED: OCTOBER 17, 1968
INSTRUMENT NO.: 102590
15. MATTERS SET FORTH ON THE RECORD OF SURVEY RECORDED MAY 30, 1991, AS INSTRUMENT NO. 164186, RECORDS OF BOUNDARY COUNTY, IDAHO.
16. TERMS, PROVISIONS, LIMITATIONS AND OBLIGATIONS, WHETHER EXPRESS OR IMPLIED, CONTAINED IN THAT ORDINANCE AS DISCLOSED BY INSTRUMENT NO 164321, RECORDED JUNE 13, 1991, RECORDS OF BOUNDARY COUNTY, IDAHO.
17. TERMS, PROVISIONS, LIMITATIONS AND OBLIGATIONS, WHETHER EXPRESS OR IMPLIED, CONTAINED IN THAT SPECIAL USE PERMIT AS DISCLOSED BY INSTRUMENT NO 220938, RECORDED JUNE 10, 2005, RECORDS OF BOUNDARY COUNTY, IDAHO.
18. DEED OF TRUST AND THE TERMS AND CONDITIONS THEREOF:
GRANTOR: FRANK M. DUARTE AND JERRI S. DUARTE, HUSBAND AND WIFE AS COMMUNITY PROPERTY, WITH RIGHT OF SURVIVORSHIP
TRUSTEE: FIRST AMERICAN TITLE INSURANCE COMPANY
BENEFICIARY: COLUMBIA STATE BANK
ORIGINAL AMOUNT: \$470,000.00
DATED/RECORDED: MARCH 14, 2019/MARCH 22, 2019
INSTRUMENT NO.: 277240

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SCHEDULE B PART I**

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STEWART TITLE GUARANTY COMPANY

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CITY OF BONNERSFERRY

ASSIGNMENT OF LEASES AND/OR RENTS AND THE TERMS AND CONDITIONS THEREOF:
ASSIGNOR: FRANK M. DUARTE AND JERRI S. DUARTE, HUSBAND AND WIFE
ASSIGNEE: COLUMBIA STATE BANK
DATED/RECORDED: MARCH 14, 2019/MARCH 22, 2019
INSTRUMENT NO.: 277241

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ORT Form 4690 B II 6/06 revised 8-1-16
Schedule B II
ALTA Commitment for Title Insurance

Agency Disclosure Brochure

A Consumer Guide to Understanding Agency Relationships in Real Estate Transactions

MAY 05 2022

Duties owed to Idaho consumers by a real estate brokerage and its licensees are defined in the "Idaho Real Estate Brokerage Representation Act." Idaho Code 54-2082 through 54-2097.

This informational brochure is published by the Idaho Division of Occupational and Professional Licenses - Real Estate Commission.

Effective July 1, 2021

"Agency" is a term used in Idaho law that describes the relationships between a licensee and some parties to a real estate transaction.

Right Now You Are a Customer

Idaho law says a real estate brokerage and its licensees owe the following "Customer" duties to all consumers in real estate transactions:

- Perform necessary and customary acts to assist you in the purchase or sale of real estate;
- Perform these acts with honesty, good faith, reasonable skill and care;
- Properly account for money or property you place in the care and responsibility of the brokerage; and
- Disclose "adverse material facts" which the licensee knows or reasonably should have known. These are facts that would significantly affect the desirability or value of the property to a reasonable person, or facts establishing a reasonable belief that one of the parties cannot, or does not intend to, complete obligations under the contract.

If you are a Customer, a real estate licensee is not required to promote your best interests or keep your bargaining information confidential. If you use the services of a licensee and brokerage without a written Representation (Agency) Agreement, you will remain a Customer throughout the transaction.

A Compensation Agreement is a written contract that requires you to pay a fee for a specific service provided by a brokerage, and it is not the same as a Representation Agreement. If you sign a Compensation Agreement, you are still a Customer, but the brokerage and its licensees owe one additional duty:

- Be available to receive and present written offers and counter-offers to you or from you.

You May Become a Client

If you want a licensee and brokerage to promote your best interests in a transaction, you can become a "Client" by signing a Buyer or Seller Representation (Agency) Agreement. A brokerage and its licensees will owe you the following Client duties, which are greater than the duties owed to a Customer:

- Perform the terms of the written agreement;
- Exercise reasonable skill and care;
- Promote your best interests in good faith, honesty, and fair dealing;
- Maintain the confidentiality of your information, including bargaining information, even after the representation has ended;
- Properly account for money or property you place in the care and responsibility of the brokerage;
- Find a property for you or a buyer for your property, and assist you in negotiating an acceptable price and other terms and conditions for the transaction;
- Disclose all "adverse material facts" which the licensee knows or reasonably should have known, as defined above; and
- Be available to receive and present written offers and counter-offers to you or from you.

The above Customer or Client duties are required by law, and a licensee cannot agree with you to modify or eliminate any of them.

If you have any questions about the information in this brochure, contact:
Idaho Division of Occupational and Professional Licenses - Real Estate Commission
(208) 334-3285
rec.idaho.gov

Agency Representation (Single Agency)

Under "Agency Representation" (sometimes referred to as "Single Agency"), you are a Client and the licensee is your

Agent who represents you, and only you, in your real estate transaction. The entire brokerage is obligated to promote your best interests. No licensee in the brokerage is allowed to represent the other party to the transaction.

If you are a seller, your Agent will seek a buyer to purchase your property at a price and under terms and conditions acceptable to you, and assist with your negotiations. If you request it in writing, your Agent will seek reasonable proof of a prospective purchaser's financial ability to complete your transaction.

If you are a buyer, your Agent will seek a property for you to purchase at an acceptable price and terms, and assist with your negotiations. Your Agent will also advise you to consult with appropriate professionals, such as inspectors, attorneys, and tax advisors. If disclosed to all parties in writing, a brokerage may also represent other buyers who wish to make offers on the same property you are interested in purchasing.

Limited Dual Agency

"Limited Dual Agency" means the brokerage and its licensees represent both the buyer and the seller as Clients in the same transaction. The brokerage must have both the

buyer's and seller's consent to represent both parties under Limited Dual Agency. You might choose Limited Dual Agency because you want to purchase a property listed by the same brokerage, or because the same brokerage knows of a buyer for your property. There are two kinds of Limited Dual Agency:

Without Assigned Agents The brokerage and its licensees are Agents for both Clients equally and cannot advocate on behalf of one client over the other. None of the licensees at the brokerage can disclose confidential client information about either Client. The brokerage must otherwise promote the non-conflicting interests of both Clients, perform the terms of the Buyer and Seller Representation Agreements with skill and care, and other duties required by law.

With Assigned Agents The Designated Broker may assign individual licensees within the brokerage ("Assigned Agents") to act solely on behalf of each Client. An assigned Agent has a duty to promote the Client's best interests, even if your interests conflict with the interests of the other Client, including negotiating a price. An Assigned Agent must maintain the Client's confidential information. The Designated Broker is always a Limited Dual Agent for both Clients and ensures the Assigned Agents fulfill their duties to their respective clients.

What to Look For in Any Written Agreement with a Brokerage

A Buyer or Seller Representation Agreement or Compensation Agreement should answer these questions:

- When will this agreement expire?
- What happens to this agreement when a transaction is completed?
- Can I work with other brokerages during the time of my agreement?
- Can I cancel this agreement, and if so, how?
- How will the brokerage get paid?
- What happens if I buy or sell on my own?
- Under an Agency Representation Agreement am I willing to allow the brokerage to represent both the other party and me in a real estate transaction?

Real Estate Licensees Are Not Inspectors

Unless you and a licensee agree in writing, a brokerage and its licensees are not required to conduct an independent inspection of a property or verify the accuracy or completeness of any statements or representations made regarding a property. To learn about the condition of a property, you should obtain the advice of an appropriate professional, such as a home inspector, engineer or surveyor.

Audio/Video Surveillance

Use caution when discussing anything while viewing a property; audio or video surveillance equipment could be in use on listed properties.

If you sign a Representation Agreement or Compensation Agreement with a licensee, the contract is actually between you and the licensee's brokerage. The Designated Broker is the only person authorized to modify or cancel a brokerage contract.

The licensee who gave you this brochure is licensed with:

Name of Brokerage: CENTURY 21 Four Seasons Realty Phone: 208.2872100

RECEIPT ACKNOWLEDGED

Rev 07/31/21

By signing below, you acknowledge only that a licensee gave you a copy of this Agency Disclosure Brochure. This document is not a contract, and signing it does not obligate you to anything.

Signature _____ Date _____
Signature _____ Date _____

Serial #: 004614-600104-7384910

Prepared by: Kirsten Medden | Century 21/Four Seasons | kmedden@c21fourseasons.com | 2082872100

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CITY OF BONNERS FERRY

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The licensee who gave you this brochure is licensed with:

Name of Brokerage: CENTURY 21 Four Seasons Realty Phone: 208.2672100

RECEIPT ACKNOWLEDGED

Rev 07/01/21

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Signature _____ Date _____

Signature _____ Date _____



RE-12 COMPENSATION AGREEMENT WITH SELLER

OCTOBER 2021 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

1 **DATE:** March 15, 2022 **AGENT:** Kirsten Madden MAY 05 2022
2 Acting as Agent for the Broker

3 **1. SELLER Name(s)** FJC LLC By: Frank Duarte & Jerrl Duarte
4
5 **2.** Whereas the undersigned parties to this agreement are entering into a mutual effort to effect a sale and/or lease of the following described
6 property:

7 **Address/ Legal Description:** See Attached Exhibit A

8 and, whereas the undersigned parties desire to enter into this formal agreement expressing their agreement as to the payment/receipt of any
9 real estate commission resulting from the sale and/or lease of the above described property. This is not a broker representation agreement. This
10 is an agreement for compensation for services to a "customer" as that term is defined by Idaho law. A buyer or seller is not represented by a
11 brokerage in a regulated real estate transaction unless the buyer or seller and the brokerage agree in a separate written document, to such
12 representation. No type of agency representation may be assumed by a brokerage, buyer or seller or created orally or by implication.

13 **3. AGENCY DISCLOSURE CONFIRMATION:** The SELLER has received, has read, and understands the AGENCY DISCLOSURE
14 BROCHURE prepared by the Idaho Real Estate Commission.

15 **4. TERM OF AGREEMENT:** The term of this Agreement shall commence on March 15, 2022 and shall expire at 11:59 p.m. on
16 June 30, 2022 unless renewed, extended, or unless negotiations are still in progress for the sale and/or lease of the above
17 described property. This agreement shall remain in effect until the continuing negotiations result in a sale and/or negotiations could reasonably
18 be held as terminated.

19 **5. BROKERAGE FEE PAYABLE TO:** Century 21 Four Seasons Realty

20 (a) If Broker procures a purchaser ready, willing and able to purchase, transfer or exchange the property on the terms stated herein or on any
21 other price and terms agreed to in writing, the SELLER agrees to pay a total brokerage fee of 0% of the contract or purchase
22 price OR \$0.00. The fee shall be paid in cash at closing unless otherwise designated by the Broker in writing.

23 (b) If Broker procures a lessee ready, willing and able to lease the property on the terms stated herein, or on any other price and terms
24 agreed to in writing, the SELLER agrees to pay a total brokerage fee of the greater of: N/A% of the total base rent OR
25 N/A month's rent OR a one-time flat fee of \$N/A. Any applicable flat fee shall be paid in cash upon execution of the lease
26 agreement unless otherwise designated by the Broker in writing. Base rent is defined as the specific minimum rent owed by lessee to
27 SELLER each month. In addition, if the lease is a 'lease to own' contract, or if the lessee exercises an option to purchase under the
28 lease, then in addition to the terms specified in this section (b), Broker shall also be entitled to the brokerage fee enumerated in section
29 (a) above.

30 (c) Additional terms Buyer is paying \$500.00 flat fee as compensation to brokerage.

31 (d) This compensation shall apply to transactions made for which SELLER enters into a contract during the original term of this
32 Agreement or during any extension of such original or extended term, and shall also apply to transactions for which SELLER enters
33 into a contract within N/A calendar days (ninety [90] if left blank) after this agreement expires or is terminated, if a purchaser
34 submitted a written offer to SELLER during the original term or extension of the term of this Agreement. The fee shall be paid at
35 closing unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the
36 above mentioned compensation at closing.

37 **6. GENERAL PROVISIONS:** In the event either party shall initiate any suit or action or appeal on any matter relating to this Agreement the
38 defaulting party shall pay the prevailing party all damages and expenses resulting from the default, including all reasonable attorneys' fees and
39 all court costs, including fees and costs upon appeal, and other expenses incurred by the prevailing party. This Agreement is made in
40 accordance with and shall be interpreted and governed by the laws of the State of Idaho. All rights and obligations of the parties hereunder shall
41 be binding upon and inure to the benefit of their heirs, personal representatives, successors and assigns.

42 **7. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are
43 subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money
44 being exchanged. All parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer
45 instructions contained in an email from any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or
46 authorizes the use of, electronic transfer of funds in a transaction any party hereby hold the Brokerages, their agents, and the designated title
47 and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or
48 any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

49 **8. TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

51 Seller Signature	<u>FJC LLC by: Frank Duarte, m</u>	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
52			<u>PO Box 1327, Bonners Ferry, ID 83805</u>	
53			Brokerage Address	
54 Seller Signature	<u>FJC LLC by: Jerrl Duarte, ma</u>	Date		
55			<u>208.267.2100</u>	<u>208.267.5206</u>
56	<u>6497 Comanche St., Bonners Ferry, ID 83805</u>		Brokerage Phone	Brokerage Fax
57	Address			
58	<u>208-267-1826</u>		<u>kirsten@c21fourseasons.com</u>	
59	Phone	Fax	Brokerage Email	
60			<u>kirsten@c21fourseasons.com</u>	
61			Agent/Broker Email	
62	Email			

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RE-12 COMPENSATION AGREEMENT WITH SELLER

Page 1 of 1

Serial #: 077470-000104-7384373

Prepared by: Kirsten Madden | Century 21/Four Seasons | kirsten@c21fourseasons.com | 2082672100

Form Simplicity



RE-14 BUYER REPRESENTATION AGREEMENT (EXCLUSIVE RIGHT TO REPRESENT)

OCTOBER 2021 EDITION



THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS.
IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

RECEIVED
MAY 05 2022

DATE: March 05, 2022 AGENT: Kirsten Madden
Acting as Agent for the Broker

1. BUYER Boundary Community Hospital by: Preston Becker, CEO

retains Kirsten Madden Broker of CENTURY 21 Four Seasons Realty

as exclusive Buyer Broker (hereinafter referred to as Broker), where the BUYER is represented by one Broker only for the time herein set forth and for the express purpose of Representing BUYER in the purchase, lease, or optioning of real property referenced below. Further, BUYER agrees, warrants and acknowledges that BUYER has not and shall not enter into any buyer representation agreement with another broker in the state of Idaho as a broker for BUYER during the effective term of this agreement, unless otherwise agreed to in writing by BUYER and above-listed Broker. BUYER agrees to indemnify and hold the above-listed Broker harmless from any claim brought by any other broker or real estate salesperson for compensation claimed or owed during the effective term of this agreement. By appointing Broker as BUYER'S exclusive agent, BUYER agrees to conduct all negotiations for property through Broker, and to refer to Broker all inquiries received in any form from real estate brokers, salespersons, prospective sellers, or any other source, during the time this Buyer Representation Agreement is in effect. BUYER desires to purchase, lease, or option the real estate described below:

Residential Residential Income Commercial Vacant Land Custom Build Job
 Other

Applicable City(s) _____, Idaho;

Applicable County(s) _____

Other Description: (i.e., geographical area, price, etc.) See Attached Legal Description

2. TERM OF AGREEMENT: This BUYER REPRESENTATION AGREEMENT (herein after referred to as Agreement) is in force from date Mar 22, 2022 and will expire at 11:59 p.m. on date Jun 30, 2022, or upon closing of escrow of such property purchased through this agreement whichever is sooner. If the BUYER accepts an offer to purchase or exchange, the terms of this Agreement shall be extended through the closing of the transaction.

3. BROKER REPRESENTATIONS AND SERVICES: The Broker and Broker's agent representing a BUYER are agents of the BUYER. Broker will use reasonable efforts as BUYER'S agent to locate property as described in Section One hereof from the information available in the Multiple Listing Service (MLS) and from other sources for unlisted property that the Broker may be aware of when applicable as set forth in Section One. The Broker's duty to locate property for the BUYER is limited to the properties that the Broker is aware of and does not include a duty to discover every unlisted property that may be privately advertised. Broker shall make submissions to BUYER describing and identifying properties that substantially meet the criteria set forth in Section One, for consideration of the BUYER and Broker agrees to negotiate acceptance of any offer to purchase or lease such property.

4. TRANSACTION RELATED SERVICES DISCLAIMER: BUYER understands that Broker is qualified to advise BUYER on general matters concerning real estate but may not offer legal advice and is not an expert in matters of law, tax, financing, surveying, structural conditions, property inspections, water rights, mineral rights, hazardous materials, or engineering. BUYER acknowledges that Broker advises BUYER to seek expert assistance for advice on such matters. Broker cannot warrant the condition of property to be acquired or guarantee that all material facts are disclosed by the Seller. Broker will not investigate the condition of any property including without limitation: the status of permits, zoning, location of property lines, square footage, marketability of title, applicability or enforceability of CC&R's, possible loss of views and/or compliance of the property with applicable laws, codes or ordinances and BUYER must satisfy themselves concerning these issues by obtaining the appropriate expert advice. The Broker or Broker's agent may, during the course of the transaction, identify individuals or entities who perform services including BUT NOT LIMITED TO the following; home inspections, service contracts, appraisals, environmental assessment inspections, code compliance inspections, title insurance, closing and escrow services, loans and refinancing services, construction and repairs, legal and accounting services, and/or surveys. The BUYER understands that the identification of service providers is solely for BUYER'S convenience and that the Broker and its agent are not guaranteeing or assuring that the service provider will perform its duties in accordance with the BUYER'S expectations. BUYER has the right to make arrangements with any entity BUYER chooses to provide these services. BUYER hereby releases and holds harmless the Broker and Broker's agent from any claims by the BUYER that service providers breached their agreement, were negligent, misrepresented information, or otherwise failed to perform in accordance with the BUYER'S expectations. In the event the BUYER requests Broker to obtain any products or services from outside sources, **BUYER agrees to pay for them immediately when payment is due.** For example: surveys or engineering, environmental and/or soil tests, title reports, home or property inspections, appraisals, etc.

5. FINANCIAL INFORMATION: BUYER agrees to provide Broker and/or Broker's agent with certain pertinent financial information necessary to prove ability to purchase desired property.

6. OTHER POTENTIAL BUYERS: BUYER understands that other potential buyers may consider, make offers on, or purchase through Broker the same or similar properties as BUYER is seeking to acquire. BUYER consents to Broker's representation of such other potential buyers before, during, and after the expiration of this Agreement and further releases Broker of any conflicting Agency duties.

BUYER'S Initials (____) (____) Date: _____

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RE-14 BUYER REPRESENTATION AGREEMENT

Page 1 of 4

Serial #: 033546-300164-7283920

Prepared by: Kirsten Madden | Century 21/Four Seasons | kmadden@c21fourseasons.com | 2082672100

Form
Simplicity

BUYER'S NAME(S) Boundary Community Hospital by: Preston Becker, CEO

MAY 05 2022

CITY OF BONNER COUNTY

81 **7. LIMITS OF CONFIDENTIALITY OF OFFERS:** BUYER understands that an offer submitted to a seller, and the terms thereof, may not be
82 held confidential by such seller or seller's representative unless such confidentiality is otherwise agreed to by the parties.
83

84 **8. CONSENT TO LIMITED DUAL REPRESENTATION AND ASSIGNED AGENCY:** The undersigned BUYER(S) have received, read and
85 understand the Agency Disclosure Brochure (prepared by the Idaho Real Estate Commission). The undersigned BUYER(S) understand
86 that the brokerage involved in this transaction may be providing agency representation to both the BUYER(S) and the Seller. The
87 undersigned BUYER(S) each understands that, as an agent for both BUYER/client and Seller/client, a brokerage will be a limited dual
88 agent of each client and cannot advocate on behalf of one client over another, and cannot legally disclose to either client certain confidential
89 client information concerning price negotiations, terms or factors motivating the BUYER/client to buy or the Seller/client to sell without
90 specific written permission of the client to whom the information pertains. The specific duties, obligations and limitations of a limited dual
91 agent are contained in the Agency Disclosure Brochure as required by §54-2085, Idaho Code. The undersigned BUYER(S) each
92 understands that a limited dual agent does not have a duty of undivided loyalty to either client.
93

94 The undersigned BUYER(S) further acknowledge that, to the extent the brokerage firm offers assigned agency as a type of agency
95 representation, individual sales associates may be assigned to represent each client to act solely on behalf of the client consistent with
96 applicable duties set forth in §54-2087, Idaho Code. In an assigned agency situation, the designated broker (the broker who supervises the
97 sales associates) will remain a limited dual agent of the client and shall have the duty to supervise the assigned agents in the fulfillment of
98 their duties to their respective clients, to refrain from advocating on behalf of any one client over another, and to refrain from disclosing or
99 using, without permission, confidential information of any other client with whom the brokerage has an agency relationship.
100

101 **BUYER NOTIFICATION AND CONSENT TO RELEASE FROM CONFLICTING AGENCY DUTIES:** BUYER acknowledges that Broker
102 as named above has disclosed the fact that at times Broker acts as agent(s) for other BUYERS and for Sellers in the sale of the property.
103 BUYER has been advised and understands that it may create a conflict of interest for Broker to introduce BUYER to a Seller Client's
104 property because Broker could not satisfy all of its Client duties to both BUYER Client and Seller Client in connection with such a showing
105 or any transaction which resulted. Based on the understandings acknowledged, BUYER makes the following election.
106 (Make one election only)
107

108 _____ / _____
109 Initials
110 **Limited Dual Agency** BUYER DOES WANT to be introduced to Seller client's property and hereby agrees to relieve Broker of conflicting
111 and/or agency duties, including the duty to disclose confidential information known to the Broker at the time and the duty
112 **Assigned Agency** of loyalty to either party. Relieved of all conflicting agency duties, Broker will act in an unbiased manner to assist
113 the BUYER and Seller in the introduction of BUYER to such Seller client's property and in the preparation of any
114 contract of sale which may result. BUYER authorizes Broker to act in a **limited dual agency** capacity. Further,
115 BUYER agrees that Broker may offer, but is not obligated to offer, **assigned agency** representation, and if offered
116 by the Broker, BUYER authorizes Broker to act in such capacity.
117

OR

118 _____ / _____
119 Initials
120 **Single Agency** BUYER DOES NOT WANT to be introduced to Seller client's property and hereby releases Broker from any
121 responsibility or duty under the agency agreement. Broker shall be under no obligation or duty to introduce the
122 BUYER to any Seller client's property.
123

124 **9. NON-DISCRIMINATION:** The parties agree not to discriminate against any prospective Seller or Lessor because of race, religion,
125 creed, color, sex, marital status, national origin, familial, or handicapped status of such person.
126

127 **10. SEVERABILITY CLAUSE:** In the case that any one or more of the provisions contained in this Agreement, or any application thereof,
128 shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way
129 be affected or impaired thereby.
130

131 **11. SINGULAR AND PLURAL terms** each include the other, when appropriate.
132

133 **12. DEFAULT / ATTORNEY'S FEES:** In the event of default by BUYER under this Agreement, Broker shall be entitled to the Fee that
134 Broker would have received had no default occurred, in addition to other available legal remedies. In the event of any suit or other
135 proceeding arising out of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and all costs incurred
136 relative to such suit or proceeding, including fees and costs upon appeal. Venue of any action arising out of this Agreement shall be in the
137 court of the county in which Broker's office is located.
138

139 **13. EARNEST MONEY DISPUTE / INTERPLEADER:** Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that
140 in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing agency, Broker may reasonably rely on the terms
141 of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker or closing agency
142

BUYER'S Initials (____) (____) Date: _____

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BUYER'S NAME(S) Boundary Community Hospital by: Preston Becker, CEO

shall not be required to take any action but may await any proceeding, or at Broker's or closing agency's option and sole discretion, may lead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

14. COMPENSATION OF BROKER: In consideration of the services to be performed by the Broker, BUYER agrees that broker may be compensated in any of the following ways: Check all that apply.

A. If the property is subject to a listing agreement with the Broker's Company or a cooperating Broker through the Multiple Listing Service (MLS) or otherwise, the fee will be the amount equal to the compensation offered by the aforementioned Brokers but not less than N/A% of the selling price. BUYER agrees to pay to the Broker any difference between the amount received from the aforementioned Brokers and the stated minimum.

B. If the property is not subject to a Listing Agreement, such as a For Sale By Owner or a Custom Build Job, the BUYER agrees that the Broker will be paid a fee of not less than 5% of selling price OR \$N/A. The Broker shall first seek to obtain this fee through the transaction paid by the Seller. If the fee cannot be obtained through the Seller, the BUYER will be responsible for such fee stated above.

C. If the property is leased by BUYER, then BUYER agrees to pay a total brokerage fee of the greater of: N/A% of the total Base Rent OR N/A month's rent OR a one-time flat fee of \$N/A. The Broker shall first seek to obtain this fee through the transaction paid by the lessor. If the fee cannot be obtained through the lessor, then BUYER will be responsible for the fee. 'Base Rent' is defined as the specific minimum rent owed by BUYER to lessor each year. In addition, if the lease is a 'lease to own' contract, or if the BUYER exercises an option to purchase under the lease, then in addition to the compensation for lease procurement specified in this paragraph (C), Broker shall also be entitled to any compensation for sale as enumerated in paragraphs (A) or (B) above.

D. Retainer Fee, BUYER will pay Broker a non-refundable retainer fee of \$N/A due and payable upon signing of this Agreement. Retainer fee shall shall not be credited against any compensation set forth in paragraph A or B.

E. Hourly rate, BUYER will pay Broker at the rate of \$N/A per hour for the time spent by Broker pursuant to this Agreement to be paid when billed whether or not BUYER acquires or leases property. The fee shall shall not be credited against any compensation as set forth in paragraph A, B, or C.

This compensation shall apply to transactions made for which BUYER enters into a contract during the original term of this Agreement or during any extension of such original or extended term, and shall also apply to transactions for which BUYER enters into a contract within N/A calendar days (ninety [90] if left blank) after this Agreement expires or is terminated, if the property acquired or leased by the BUYER was submitted in writing to the BUYER by Broker pursuant to Section One hereof during the original term or extension of the term of this Agreement. The fee shall be paid at closing or lease execution unless otherwise designated by the Broker in writing. The closing agent for this transaction is hereby authorized to pay the above-mentioned compensation at closing.

In the event BUYER purchases any property as described in Section 1 above without using the representation of the Broker named above within the time this agreement remains in force, above stated BUYER shall be liable to Broker for a cancellation fee equal to N/A% of the selling price of the property acquired or \$N/A.

15. OTHER TERMS AND CONDITIONS: This agreement is a single property agreement for the acquisition of the "Hospital Sign" property only.

16. COMMUNICATION: Failure of BUYER to reasonably maintain communication with BROKER is a breach of this agreement.

17. TRANSMISSION OF DOCUMENTS: Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Agency, or either Broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document.

18. WIRE TRANSFER WARNING: Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. BUYER is advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from any party is inherently dangerous and should be avoided. BUYER agrees that if BUYER uses, or authorizes the use of, electronic transfer of funds in a transaction they hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer process or stealing funds.

19. AUTHORITY OF SIGNATORY: If BUYER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER.

20. MERGER AND TIME: TIME IS OF THE ESSENCE IN THIS AGREEMENT. The terms hereof, and any addendums or exhibits constitute the entire agreement and supersede all prior agreements, negotiations and discussions between parties. This agreement may be modified only by a written agreement signed by each of the parties.

BUYER'S Initials (____) (____) Date: _____

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MAY 05 2022

BUYER'S NAME(S) Boundary Community Hospital by: Preston Becker, CEO

CITY OF BONNERS FERRY

184 **21. FORCE MAJEURE:** Neither party shall be liable to the other or deemed in default under this agreement if and to the extent that such
185 party's timely performance of this agreement is prevented by reason of a Force Majeure Event. "Force Majeure Event" means an
186 occurrence that is beyond the control of the party affected and could not have been avoided or overcome by exercising reasonableness or
187 diligence. Force Majeure Events include, but are not limited to, acts of God, war, riots, strikes, fire, floods, epidemics, or other similar
188 occurrences.

189 **22. ACCESS.** BUYER acknowledges that by entering into this contract BUYER is requesting Broker to provide BUYER access to real
190 property owned by third parties and that it is impossible for Broker to screen and/or monitor the individuals who reside in and/or own real
191 property listed for sale or rent. Therefore, BUYER shall hold Broker harmless from all liability resulting from accessing real property,
192 including but not limited to, liability arising from exposure to disease-causing organisms and objects such as viruses and bacteria.
193
194

195	Buyer Signature	<u>Boundary Community Hospit</u>	Date	Agent or Broker (on behalf of Brokerage) Signature	Date
196					
197	Buyer Signature		Date	<u>PO Box 1327, Bonners Ferry, ID 83805</u>	
198				Brokerage Address	
199	<u>6640 Kanikau St., Bonners Ferry, ID 83805</u>			<u>208.2672100</u>	<u>208.267.5206</u>
200	Address			Brokerage Phone	Brokerage Fax
201	<u>28.267.3141</u>			<u>kirsten@c21fourseasons.com</u>	
202	Phone	Fax		Brokerage Email	
203	<u>pbecker@bcch.org</u>			<u>kirsten@c21fourseasons.com</u>	
204	Email			Agent/Broker Email	
205					
206					
207					
208					

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RE-21 REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS IS A LEGALLY BINDING CONTRACT, READ THE ENTIRE DOCUMENT, INCLUDING ANY ATTACHMENTS. IF YOU HAVE ANY QUESTIONS, CONSULT YOUR ATTORNEY AND/OR ACCOUNTANT BEFORE SIGNING.

NO WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF HABITABILITY, AGREEMENTS OR REPRESENTATIONS NOT EXPRESSLY SET FORTH HEREIN SHALL BE BINDING UPON EITHER PARTY.

DATE February 23, 2022

ID# KM03152022

LISTING AGENCY <u>CENTURY 21 Four Seasons Realty</u>	Office Phone # <u>208.267.2100</u>	Fax # <u>208.267.5206</u>
Listing Agent <u>Kirsten Madden</u>	E-Mail <u>kirsten@c21fourseasons.com</u>	Phone # <u>208.267.2100</u>
SELLING AGENCY <u>CENTURY 21 Four Seasons Realty</u>	Office Phone # <u>208.267.2100</u>	Fax # <u>208.267.5206</u>
Selling Agent <u>Kirsten Madden</u>	E-Mail <u>kirsten@c21fourseasons.com</u>	Phone # <u>208.267.2100</u>

1. BUYER: Boundary Community Hospital by: Preston Becker, CEO

(Hereinafter called "BUYER") agrees to purchase, and the undersigned SELLER agrees to sell the following described real estate hereinafter referred to as "PROPERTY" **COMMONLY KNOWN AS NNA US Hwy 95**
City Bonnars Ferry County Boundary ID, Zip 83805 legally described as: See Attached Exhibit A

OR Legal Description Attached as exhibit A (Exhibit must accompany original offer and be signed or Initialed by BUYER and SELLER.)

2. \$10000 PURCHASE PRICE: Ten Thousand Dollars And Zero Cents

payable upon the following **TERMS AND CONDITIONS** (not including closing costs):

This offer is contingent upon the sale, refinance, and/or closing of any other property Yes No

3. FINANCIAL TERMS: Note: A+D+E+F must add up to total purchase price.

(A). \$500 EARNEST MONEY: Five Hundred Dollars And Zero Cents

BUYER hereby offers the above stated amount as Earnest Money which shall be credited to BUYER upon closing. Earnest Money is/will be:

Evidenced by:	Held By:	Delivered:	Deposited:
<input type="checkbox"/> Cash	<input type="checkbox"/> Responsible Broker	<input type="checkbox"/> With Offer	<input checked="" type="checkbox"/> Upon Receipt and Acceptance
<input checked="" type="checkbox"/> Personal Check	<input checked="" type="checkbox"/> Closing Company	<input checked="" type="checkbox"/> Within <u>5</u> business days (three [3] if left blank) of acceptance.	<input type="checkbox"/> Upon Receipt Regardless of Acceptance
<input type="checkbox"/> Cashier's Check	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5	<input type="checkbox"/> See Section 5
<input type="checkbox"/> Wire/Electronic Transfer			
<input type="checkbox"/> Note			
<input type="checkbox"/> See Section 5			

THE RESPONSIBLE BROKER SHALL BE: Kirsten Madden

(B). ALL CASH OFFER: NO YES if this is an all cash offer do not complete Sections 3D and 3E, fill blanks with "0" (ZERO). IF CASH OFFER, BUYER'S OBLIGATION TO CLOSE SHALL NOT BE SUBJECT TO ANY FINANCIAL CONTINGENCY. BUYER agrees to provide SELLER within N/A business days (five [5] if left blank) from the date of acceptance of this agreement by all parties written confirmation of sufficient funds and/or proceeds necessary to close transaction. Acceptable documentation includes, but is not limited to, a copy of a recent bank or financial statement.

(C). Cash proceeds from another sale: Yes No (No if left blank)

(D). \$N/A NEW LOAN PROCEEDS: If a number greater than zero appears in the preceding blank, then this Agreement is contingent upon BUYER obtaining the following financing:

FIRST LOAN of \$N/A not including mortgage insurance, through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER N/A with interest not to exceed N/A% for a period of N/A year(s) at: Fixed Rate Other N/A
In the event BUYER is unable, after exercising good faith efforts, to obtain the indicated financing, BUYER'S Earnest Money shall be returned to BUYER.
SECOND LOAN of \$0.00 through FHA, VA, CONVENTIONAL, IHFA, RURAL DEVELOPMENT, OTHER N/A
with interest not to exceed N/A% for a period of N/A year(s) at: Fixed Rate Other N/A

LOAN APPLICATION: BUYER has applied OR shall apply for such loan(s). Within N/A business days (ten [10] if left blank) of final acceptance of all parties, BUYER agrees to furnish SELLER with a written confirmation showing lender approval of credit report, income verification, debt ratios, and evidence of sufficient funds and/or proceeds necessary to close transaction in a manner acceptable to the SELLER(S) and subject only to satisfactory appraisal and final lender underwriting. If an appraisal is required by lender, the PROPERTY must appraise at not less than PURCHASE PRICE or BUYER'S Earnest Money shall be returned at BUYER'S request unless SELLER, at SELLER'S sole discretion, agrees to reduce the purchase price to meet the appraised value, in which case SELLER shall be entitled to a copy of the appraisal and shall have the option to notify BUYER of any price reduction. BUYER may also apply for a loan with different conditions and costs and close transaction provided all other terms and conditions of this Agreement are fulfilled, and the new loan does not increase the costs or requirements to the SELLER.

BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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PROPERTY ADDRESS: NNA US Hwy 95, Bonners Ferry, ID 83805

ID#: KM03152022

FHA / VA: If applicable, it is expressly agreed that notwithstanding any other provisions of this contract, BUYER shall not be obligated to complete the purchase of the PROPERTY described herein or to incur any penalty or forfeiture of Earnest Money deposits or otherwise unless BUYER has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration or a Direct Endorsement lender setting forth the appraised value of the PROPERTY of not less than the sales price as stated in the contract. The purchaser shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or condition of the property. The purchaser should satisfy himself/herself that the price and condition of the property are acceptable.

(E) \$0.00 ADDITIONAL FINANCIAL TERMS:

- Additional financial terms are specified under the heading "OTHER TERMS AND/OR CONDITIONS" (Section 5).
Additional financial terms are contained in a FINANCING ADDENDUM of same date, attached hereto, signed by both parties.

(F) \$9,500.00 APPROXIMATE FUNDS DUE FROM BUYERS AT CLOSING (Not including closing costs: Cash at closing) to be paid by BUYER at closing in GOOD FUNDS, includes: cash, electronic transfer funds, certified check or cashier's check.

If such written confirmation required in 3(B) or 3(D) is not received by SELLER(S) within the strict time allotted, SELLER(S) may at their option cancel this agreement by notifying BUYER(S) in writing of such cancellation within business days (three [3] if left blank) after written confirmation was required. If SELLER does not cancel within the strict time period specified as set forth herein, SELLER shall be deemed to have accepted such written confirmation of lender approval or waived the right to receive written confirmation and shall be deemed to have elected to proceed with the transaction. SELLER'S approval shall not be unreasonably withheld.

4. SATISFACTION AND/OR REMOVAL OF ALL CONTRACT CONTINGENCIES: Unless specifically stated below all contingencies in this Agreement and in any counter offers, addendums or amendments are required to be satisfied, removed or exercised no later than 5 business days (five [5] if left blank) prior to the stated closing date or any extension thereof. Failure of either BUYER or SELLER to exercise any contingency by this deadline shall constitute an unconditional waiver of said contingency. Unless this Agreement is properly terminated under a specific provision of this Agreement prior to the contingency deadline stated above then all parties shall conclusively be deemed to have elected to proceed with the transaction and all Earnest Money shall become nonrefundable except upon an instance of SELLER'S default. This contingency deadline shall not apply to the following contingency(ies): N/A

5. OTHER TERMS AND/OR CONDITIONS: This Agreement is made subject to the following special terms, considerations and/or contingencies.

- 1. Contingent on approval by the City of Bonners Ferry for property rezoning from Residential to Commercial.
2. Contingent on buyer being allowed to remove the tree from the property at buyers expense during the buyer's inspection period. Buyer hereby indemnifies Seller for any damages to City of Bonner's Ferry Infrastructure and/or right of way as a result of tree removal or inspection activities.
3. Seller to obtain a partial release for the subject property from the Columbia Bank Loan, Dated/Recorded: March 14, 2019/March 22, 2019, as instrument Number: 277240
4. Buyer and seller agree that closing will take place within 20 business days after receipt of approval by the City of Bonners Ferry for property rezoning from Residential to Commercial. Buyer and Seller further agree to extend the closing date if necessary to complete rezoning.

6. ITEMS INCLUDED & EXCLUDED IN THIS SALE: All existing fixtures and fittings that are attached to the PROPERTY are INCLUDED IN THE PURCHASE PRICE (unless excluded below), and shall be transferred free of liens and in as-is condition. These include, but are not limited to, all seller-owned attached floor coverings, television wall mounts, satellite dish, attached plumbing, bathroom and lighting fixtures, window screens, screen doors, storm doors, storm windows, window coverings, garage door opener(s) and transmitter(s), exterior trees, plants or shrubbery, water heating apparatus and fixtures, attached fireplace equipment, awnings, ventilating, cooling and heating systems, all ranges, ovens, built-in dishwashers, fuel tanks and irrigation fixtures and equipment, that are now on or used in connection with the PROPERTY and shall be included in the sale unless otherwise provided herein. BUYER should satisfy himself/herself that the condition of the included items is acceptable. The terms stated in this section shall control over any oral statements, prior written communications and/or prior publications including but not limited to MLS listings and advertisements. Personal property described in a property disclosure report shall not be inferred as to be included unless specifically set forth herein. It is agreed that any item included in section 6(A) below is of nominal value less than \$100.

(A). ADDITIONAL ITEMS SPECIFICALLY INCLUDED IN THIS SALE: N/A

(B). ITEMS SPECIFICALLY EXCLUDED IN THIS SALE: N/A

BUYER'S Initials () () Date SELLER'S Initials () () Date

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119 7. MINERAL RIGHTS: Any and all mineral rights appurtenant to the PROPERTY and owned by SELLER are included in and are part of the sale of this
120 PROPERTY, and are not leased or encumbered, unless otherwise agreed to by the parties in writing.

121
122 8. WATER RIGHTS: Any and all water rights including but not limited to water systems, wells, springs, lakes, streams, ponds, rivers, ditches, ditch rights,
123 and the like, if any, appurtenant to the PROPERTY and owned by SELLER are included in and are a part of the sale of this PROPERTY, and are not leased
124 or encumbered, unless otherwise agreed to by the parties in writing.

125
126 9. FARM/CROPS/TIMBER RIGHTS: SELLER, or any tenant of SELLER, shall be allowed to harvest, sell or assign any annual crops which have been
127 planted on the PROPERTY prior to the date of this Contract, even though said harvest time may occur subsequent to the date of the settlement of this contract,
128 unless otherwise agreed by attached addendum. If the crop consists of timber, then neither SELLER nor any tenant of SELLERS shall have any right to
129 harvest the timber unless the right to remove same shall be established by an attached addendum. Notwithstanding the provisions hereof, any tenant who
130 shall be leasing the PROPERTY shall be allowed to complete the harvest of any annual crops that have been planted prior to the date of Contract Acceptance
131 as previously agreed between SELLER and Tenant. ANY AND ALL SUCH TENANT AGREEMENTS ARE TO BE ATTACHED.

132
133 10. TITLE CONVEYANCE: Title of SELLER is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except
134 for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental
135 unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by SELLER may be paid out of purchase
136 money at date of closing. No liens, encumbrances or defects which are to be discharged or assumed by BUYER or to which title is taken subject to, exist
137 unless otherwise specified in this Agreement.

138
139 11. TITLE INSURANCE: There may be types of title insurance coverages available other than those listed below and parties to this agreement
140 are advised to talk to a title company about any other coverages available that will give the BUYER additional coverage.

141
142 (A). PRELIMINARY TITLE COMMITMENT AND CC&Rs: Within 10 business days (six [6] if left blank) of final acceptance of all parties, SELLER or
143 BUYER shall furnish to BUYER a preliminary commitment of a title insurance policy showing the condition of the title to said PROPERTY and a copy of
144 any covenants, conditions and restrictions (CC&Rs) applicable to the PROPERTY. BUYER shall have 3 business days (two [2] if left blank) after receipt
145 of the preliminary commitment and CC&Rs, within which to object in writing to the condition of the title or CC&Rs as set forth in the documentation provided.
146 If BUYER does not so object, BUYER shall be deemed to have accepted the conditions of the title and CC&Rs. If the title of said PROPERTY is not
147 marketable, and cannot be made so within 3 business days (two [2] if left blank) after SELLER'S receipt of a written objection and statement of defect
148 from BUYER, or if BUYER objects to the CC&Rs, then BUYER'S Earnest Money deposit shall be returned to BUYER and SELLER shall pay for the cost of
149 title insurance cancellation fee, escrow and legal fees, if any. Nothing contained herein shall constitute a waiver of BUYER to challenge CC&R terms directly
150 with a homeowner's association after closing.

151
152 (B). TITLE COMPANY: The parties agree that Community Title LLC Title Company
153 located at 7184 Main St., PO Box 1902, Bonners Ferry, ID 83805 shall provide the title policy and preliminary report of commitment.

154
155 (C). STANDARD COVERAGE OWNER'S POLICY: SELLER shall within a reasonable time after closing furnish to BUYER a title insurance policy in the
156 amount of the purchase price of the PROPERTY showing marketable and insurable title subject to the liens, encumbrances and defects elsewhere set out
157 in this Agreement to be discharged or assumed by BUYER unless otherwise provided herein. The risk assumed by the title company in the standard
158 coverage policy is limited to matters of public record. BUYER shall receive a I.T.A./ALTA Owner's Policy of Title Insurance. A title company, at BUYER'S
159 request, can provide information about the availability, desirability, coverage and cost of various title insurance coverages and endorsements. If BUYER
160 desires title coverage other than that required by this paragraph, BUYER shall instruct Closing company in writing and pay any increase in cost unless
161 otherwise provided herein.

162
163 (D). EXTENDED COVERAGE LENDER'S POLICY (Mortgagee policy): The lender may require that BUYER (Borrower) furnish an Extended Coverage
164 Lender's Policy. This extended coverage lender's policy considers matters of public record and additionally insures against certain matters not shown in the
165 public record. This extended coverage lender's policy is solely for the benefit of the lender and only protects the lender.

166
167 12. INSPECTION: (A). BUYER chooses to conduct inspections not to conduct inspections. If BUYER chooses not to conduct inspections, skip
168 Sections 12(B) and (C). If indicated, this contract is contingent upon BUYER'S approval of the condition of the PROPERTY and BUYER shall have the right
169 to conduct inspections, investigations, tests, surveys and other studies at BUYER'S expense. BUYER is strongly advised to exercise these rights and to make
170 BUYER'S own selection of professionals with appropriate qualifications to conduct inspections of the entire PROPERTY. BUYER shall keep the PROPERTY
171 free and clear of liens; indemnify and hold SELLER harmless from all liability, claims, demands, damages and costs; and repair any damages arising from the
172 inspections. SELLER shall make the PROPERTY available for inspection and agrees to accept the responsibility and expense for making sure all the utilities
173 are turned on no later than 20 business days (two [2] if left blank) from acceptance for the inspection except for phone, cable and internet. No inspections
174 may be made by any governmental building or zoning inspector or government employee without the prior consent of SELLER unless required by
175 local law.

176
177 This offer is subject to a short sale approval by a mortgage company, the timeframe(s) for completing inspections shall begin upon written approval of
178 the short sale by the mortgage company and/or all lien holders.

179 (B) TIMEFRAME(S) FOR INSPECTIONS

180
181 1) PRIMARY INSPECTION: Buyer's inspection contingency allows a BUYER to conduct a general inspection of the PROPERTY which includes all aspects
182 of the PROPERTY, including but not limited to neighborhood, conditions, zoning and use allowances, environmental conditions, applicable school districts
183 and/or any other aspect pertaining to the PROPERTY or related to the living environment at the PROPERTY; hereinafter referred to as the Primary
184 Inspection. Except for additional items or conditions specifically reserved in a Secondary Inspection below BUYER shall, within 5 business days (five
185 [5] if left blank) of acceptance, complete these inspections and give to SELLER written notice of disapproved items/conditions or written notice of termination
186 of this Agreement based on an unsatisfactory inspection. Once BUYER delivers written notice to SELLER it shall end and BUYER'S timeframe for inspections
187 other than those specifically reserved in a Secondary Inspection below and is irrevocable regardless of if it was provided prior to the deadline stated above.

BUYER'S Initials () () Date SELLER'S Initials () () Date

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PROPERTY ADDRESS: NNA US Hwy 95, Bonners Ferry, ID 83805

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2) SECONDARY INSPECTION: Items or conditions marked below, if any, allow BUYER the indicated additional time to conduct inspection of only those items or conditions. If not indicated below BUYER may still conduct these inspections but must do so under the 12(B)(1) Primary Inspection timeframe. BUYER shall, within each timeframe stated below, complete the inspections indicated and give to SELLER written notice of the disapproved item/condition or written notice of termination of this Agreement based on an unsatisfactory inspection of that item/condition. Once BUYER delivers written notice to SELLER it shall end BUYER'S timeframe for only that item/condition and is irrevocable regardless of if it was provided prior to the deadline stated below. Any notice provided under this subsection is unrelated to a notice provided under subsection 12(B)(1). BUYER shall be responsible for the cost of all indicated inspections unless otherwise noted in the Costs Paid By section or elsewhere herein. BUYER reserves the right to conduct the following inspections outside the Primary Inspection timeline:

- Domestic Well Water Potability and/or Productivity Test which shall be completed and notice provided within N/A business days (ten [10] if left blank) from acceptance.
- Septic Inspection and required Pumping which shall be completed and notice provided within N/A business days (ten [10] if left blank) from acceptance.
- Survey which shall be completed and notice provided within N/A business days (ten [10] if left blank) from acceptance.
- Other Inspection #1: Easement and utility locations which shall be completed and notice provided within 20 business days (ten [10] if left blank) from acceptance.
- Other Inspection #2: N/A which shall be completed and notice provided within business days (ten [10] if left blank) from acceptance.

(C). SATISFACTION/REMOVAL OF INSPECTION CONTINGENCIES:

Each following subsection shall apply to BUYER'S Primary Inspection and, if indicated in 12(B)(2) above, shall also apply independently and repeatedly to each item or condition for which BUYER reserved additional time. If no time was reserved for any additional item(s) there will be only one notice required, if additional time was reserved in 12(B)(2) there may be multiple notices.

1). If BUYER does not within the strict time period specified give to SELLER written notice of disapproved items/conditions or written notice of termination of this Agreement under the Primary Inspection or any particular 12(B)(2) reserved item, BUYER shall, for only that particular inspection or item/condition, conclusively be deemed to have: (a) completed applicable inspections, investigations, review of applicable documents and disclosures; (b) assumed all liability, responsibility and expense for repairs or corrections for that particular inspection or item/condition and (c) waived BUYER'S right to terminate based upon that particular item/condition. BUYER not providing one written notice shall not affect BUYER'S rights regarding other unrelated notices and inspections.

2). If BUYER does within the strict time period specified give to SELLER written notice of termination of this Agreement based on any unsatisfactory inspection, the parties will have no obligation to continue with the transaction and the Earnest Money shall be returned to BUYER.

3). If BUYER does within the strict time period specified give to SELLER written notice of disapproved items/conditions, it shall end BUYER'S timeframe for that particular inspection and is irrevocable. BUYER shall provide to SELLER pertinent section(s) of written inspection reports upon request, if applicable. Upon receipt of written notice SELLER shall have 5 business days (three [3] if left blank) in which to respond in writing. SELLER, at SELLER'S option, may agree to correct the items as requested by BUYER in the notice or may elect not to do so. If SELLER agrees in writing to correct the items/conditions requested by BUYER, then said agreement will become an integral part of this contract. Otherwise, immediately upon a written response from SELLER that rejects BUYER'S requests, in whole or in part, said response is irrevocable without consent of BUYER and BUYER may proceed under 12(C)(4) below.

4). If SELLER does not agree to correct BUYER'S disapproved items/conditions within the strict time period specified, or SELLER does not respond in writing within the strict time period specified above, then within 5 business days (three [3] if left blank) the BUYER has the option of 1) negotiating with SELLER to obtain a modification of SELLER'S response 2) proceeding with the transaction without the SELLER being responsible for correcting the disapproved items/conditions stated in that particular BUYER'S notice, or 3) giving the SELLER written notice of termination of this agreement in which case Earnest Money shall be returned to BUYER. If within the strict time period specified in this paragraph BUYER does not obtain a modification of SELLER'S response or give written notice of cancellation, BUYER shall conclusively be deemed to have elected to proceed with the transaction without the repairs or corrections to the disapproved items/conditions stated in that particular BUYER'S notice. BUYER electing to proceed with the transaction under BUYER'S Primary Inspection or any single inspection reserved under 12(B)(2) shall not affect BUYER'S rights regarding other inspections reserved in 12(B)(2).

(D). Home Warranty Programs are available for purchase through a number of Home Warranty Companies.

13. LEAD PAINT DISCLOSURE: The subject PROPERTY is is not defined as "Target Housing" regarding lead-based paint or lead-based paint hazards. The term lead-based paint hazards are intended to identify lead-based paint and all residual lead-containing dusts and soils regardless of the source of the lead. If yes, BUYER hereby acknowledges the following: (a) BUYER has provided an EPA approved lead-based paint hazard information pamphlet, "Protect Your Family From Lead in Your Home", (b) receipt of SELLER'S Disclosure of Information and Acknowledgment Form and have been provided with all records, test reports or other information, if any, related to the presence of lead-based paint hazards on said PROPERTY, (c) that this contract is contingent upon BUYER'S right to have the PROPERTY tested for lead-based paint hazards to be completed no later than N/A or the contingency will terminate, (d) that BUYER hereby waives does not waive this right, (e) that if test results show unacceptable amounts of lead-based paint on the PROPERTY, BUYER has the right to cancel the contract subject to the option of the SELLER (to be given in writing) to elect to remove the lead-based paint and correct the problem which must be accomplished before closing, (f) that if the contract is canceled under this clause, BUYER'S earnest money deposit shall be returned to BUYER. Additionally, if any structure was built before 1978 and is a residential home, apartment or child-occupied facility such as a school or day-care center, federal law requires contractors that disturb lead-based paint in that structure to provide the owner with a "Renovate Right" pamphlet. The contractor shall be certified and follow specific work practices to prevent lead contamination.

BUYER'S Initials () () Date

SELLER'S Initials () () Date

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14. MOLD DISCLAIMER: BUYER is hereby advised that mold and/or other microorganisms may exist at the Property. Upon closing BUYER acknowledges and agrees to accept full responsibility and risk for any matters that may result from mold and/or other microorganisms and to hold SELLER and any Broker or agent representing SELLER or BUYER harmless from any liability or damages (financial or otherwise) relating to such matters.

15. SQUARE FOOTAGE AND BOUNDARY VERIFICATION: BUYER is aware that any reference to the square footage, the boundaries and/or property lines of the real property or improvements is approximate. If exact knowledge of the square footage, boundaries and/or property lines is material to the BUYER, they must be verified by BUYER during the inspection period. BUYER is advised that fences, walls, hedges, and other natural or constructed barriers or markers do not necessarily identify true property boundaries. Property lines and boundaries may be verified by surveys.

16. RIGHT TO FARM: BUYER acknowledges Idaho's right to farm statutes codified in Title 22, Chapter 45 which states a preference for, and protects, agricultural land use by limiting certain nuisances.

17. SELLER'S PROPERTY CONDITION DISCLOSURE FORM: If required by Title 55, Chapter 25 Idaho Code SELLER shall within ten (10) calendar days after execution of this Agreement provide to BUYER or BUYER'S agent, "Seller's Property Condition Disclosure Form" or other acceptable form. BUYER has received the " Seller's Property Condition Disclosure Form " or other acceptable form prior to signing this Agreement: Yes No N/A

18. SUBDIVISION HOMEOWNER'S ASSOCIATION: BUYER is aware that membership in a Home Owner's Association may be required and BUYER agrees to abide by the Articles of Incorporation, Bylaws and rules and regulations of the Association. BUYER is further aware that the PROPERTY may be subject to assessments levied by the Association described in full in the Declaration of Covenants, Conditions and Restrictions. BUYER has reviewed Homeowner's Association Documents: Yes No N/A. Association fees/dues are \$N/A per N/A. BUYER SELLER Shared Equally N/A to pay Association SET UP FEE of \$N/A at closing. BUYER SELLER Shared Equally N/A to pay Association PROPERTY TRANSFER FEES of \$N/A at closing. BUYER SELLER Shared Equally N/A to pay Association STATEMENT OF ACCOUNT FEE of \$N/A at closing. Association Fees are governed by Idaho Code 55-116 and 55-1507.

19. COSTS PAID BY: The parties agree to pay the following costs immediately when due and regardless of transaction closing, unless otherwise indicated. These costs shall be paid by the indicated party regardless of whether or not the transaction closes; if the transaction fails to close due to breach of a party, any costs paid by the non-breaching party may be recovered as damages. None of the costs to be paid by the parties in this section creates an inspection or performance obligation other than strictly for the payment of costs unless otherwise stated. There may be other costs incurred in addition to those set forth below. Such costs may be required by the lender, by law, or by other circumstances. Requested tests/inspection reports as indicated below shall be provided to the other party within the time period specified in Section 12.

Table with 4 columns for cost types (BUYER, SELLER, Shared Equally, N/A) and 4 columns for payment responsibility (BUYER, SELLER, Shared Equally, N/A). Rows include Appraisal Fee, Title Ins. Standard Coverage, Appraisal Re-Inspection Fee, Title Ins. Extended Coverage, Closing Escrow Fee, Lender Document/Processing Fee, Domestic Well Water Potability Test, Tax Service Fee, Domestic Well Water Productivity Test, Flood Certification/Tracking Fee, Septic Inspections, Lender Required Inspections, Septic Pumping, Attorney Contract Preparation or Review Fee, Survey, and Water Rights/Shares Transfer Fee.

Upon closing SELLER agrees to pay N/A% of the purchase price OR \$N/A (dollar amount) (N/A if left blank) as a SELLER concession. This can be used toward lender-approved BUYER'S closing costs, lender fees, and prepaid costs which include but are not limited to those items in BUYER columns marked above. This concession can also be used for any other expense not related to financing at the BUYER'S discretion.

SELLER agrees to pay up to \$N/A (\$0 if left blank) of lender required repair costs only. BUYER or SELLER has the option to pay any lender required repair costs in excess of this amount.

BUYER'S Initials () () Date SELLER'S Initials () () Date

PROPERTY ADDRESS: NNA US Hwy 95, Bonners Ferry, ID 83805

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- 287 **20. OCCUPANCY:** BUYER does does not intend to occupy PROPERTY as BUYER'S primary residence.
- 288
- 289 **21. SECTION 1031 TAX DEFERRED EXCHANGE:** If applicable, each party shall cooperate with the other Party in effectuating an exchange under IRS
- 290 Section 1031; provided however, that the other Party's cooperation shall be conditioned on the following: (a) the exchange shall be at no additional liability
- 291 and/or cost to the other Party; (b) the exchange shall not delay Settlement or Closing; and (c) the other Party shall not be required to acquire title to any
- 292 proposed exchange properties to accommodate an exchange. The exchanging party shall indemnify, defend and hold the other Party harmless from and
- 293 against all claims, demands, costs and expenses which that Party may sustain as a result of the actual or attempted 1031 exchange.
- 294
- 295 **22. RISK OF LOSS OR NEGLECT:** Prior to closing of this sale, all risk of loss shall remain with SELLER. In addition, should the PROPERTY be
- 296 materially damaged by fire, neglect, or other destructive cause prior to closing, this agreement shall be voidable at the option of the BUYER.
- 297
- 298 **23. WALK THROUGHS:** The SELLER grants BUYER and any representative of BUYER reasonable access to conduct two walk through inspections of
- 299 the PROPERTY NOT AS A CONTINGENCY OF THE SALE, but for the following stated purposes: first walkthrough shall be within N/A business days
- 300 (three [3] if left blank) after the deadline for completion of repairs agreed to as a result of the Buyer's Inspection Contingency for the purpose of satisfying
- 301 BUYER that any repairs agreed to in writing by BUYER and SELLER have been completed. The second walkthrough shall be within 5 business days
- 302 (three [3] if left blank) prior to close of escrow, for the purpose of satisfying BUYER that PROPERTY is in substantially the same condition as on the date this
- 303 offer is made. The walk throughs stated herein are not a contingency of the sale which might allow termination, but rather for BUYER'S reasonable
- 304 satisfaction. BUYER'S only recourse if unsatisfied is to notify SELLER who must correct or rectify the situation. SELLER shall make PROPERTY available
- 305 for the walk throughs and agrees to accept the responsibility and expense for making sure all the utilities are turned on for the walk throughs except for
- 306 phone, cable and Internet. If BUYER does not conduct either of the walk throughs, BUYER specifically releases the SELLER and Broker(s) and their
- 307 associates of any liability as to incomplete repairs and/or any changed conditions.
- 308
- 309 **24. SINGULAR AND PLURAL terms** each include the other, when appropriate.
- 310
- 311 **25. FORECLOSURE NOTICE:** If the PROPERTY described above is currently involved in a foreclosure proceeding (pursuant to Idaho Code §45-1506)
- 312 any contract or agreement with the owner or owners of record that involves the transfer of any interest in residential real property, as defined in §45-525(5)(b),
- 313 Idaho Code, subject to foreclosure must be in writing and must be accompanied by and affixed to RE-42 Property Foreclosure Disclosure Form.
- 314
- 315 **26. MECHANIC'S LIENS - GENERAL CONTRACTOR DISCLOSURE STATEMENT NOTICE:** BUYER and SELLER are hereby notified that,
- 316 subject to Idaho Code §45-525 et seq., a "General Contractor" must provide a Disclosure Statement to a homeowner that describes certain rights afforded to
- 317 the homeowner (e.g. lien waivers, general liability insurance, extended policies of title insurance, surety bonds, and sub-contractor information). The Disclosure
- 318 Statement must be given to a homeowner prior to the General Contractor entering into any contract in an amount exceeding \$2,000 with a homeowner for
- 319 construction, alteration, repair, or other improvements to real property, or with a residential real property purchaser for the purchase and sale of newly
- 320 constructed property. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your
- 321 behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seq. regarding the General Contractor Disclosure Statement.
- 322
- 323 **27. SALES PRICE INFORMATION:** Pursuant to Idaho Code §54-2083(6)(d), a "sold" price of real property is not confidential client information.
- 324
- 325 **28. TRANSMISSION OF DOCUMENTS:** Facsimile or electronic transmission of any signed original document, and retransmission of any signed facsimile
- 326 or electronic transmission shall be the same as delivery of an original. At the request of either the BUYER, SELLER, LENDER, Closing Company, or other
- 327 broker, the BUYER and SELLER will confirm facsimile or electronic transmitted signatures by signing an original document. SELLER and BUYER consent to
- 328 conduct the transaction referenced herein, when not prohibited by law, by and through electronic means in accordance with Idaho's Uniform Electronic
- 329 Transaction Act and Idaho Code § 54-2052. Unless specifically stated otherwise, delivery of any document, notice or communication to a Broker or real estate
- 330 licensee working on behalf of a party hereto, shall constitute delivery to that party.
- 331
- 332 **29. WIRE TRANSFER WARNING:** Electronic means of transferring money (i.e. ETF, wire transfer, electronic check, direct deposit, etc...) are subject to
- 333 sophisticated cyber fraud attacks. These attacks are even more prevalent in real estate transactions due to the large sums of money being exchanged. All
- 334 parties are advised that Brokerage will not provide electronic transfer instructions by e-mail. Following money transfer instructions contained in an email from
- 335 any party is inherently dangerous and should be avoided. All parties agree that if any party uses, or authorizes the use of, electronic transfer of funds in a
- 336 transaction all parties hereby hold the Brokerages, their agents, and the designated title and escrow company harmless from any and all claims arising out of
- 337 inaccurate transfer instructions, fraudulent interception of said funds and/or any other damage relating to the conduct of third parties influencing the transfer
- 338 process or stealing funds.
- 339
- 340 **30. BUSINESS DAYS:** A business day is herein defined as Monday through Friday, 8:00 A.M. to 5:00 P.M. in the local time zone where the subject real
- 341 PROPERTY is physically located. A business day shall not include any Saturday or Sunday, nor shall a business day include any legal holiday recognized by
- 342 the state of Idaho as found in Idaho Code §73-108. If the time in which any act required under this agreement is to be performed is based upon a business
- 343 day calculation, then it shall be computed by excluding the calendar day of execution and including the last business day. The first business day shall be the
- 344 first business day after the date of execution. If the last day is a legal holiday, then the time for performance shall be the next subsequent business day.
- 345
- 346 **31. CALENDAR DAYS:** A calendar day is herein defined as Monday through Sunday, midnight to midnight, in the local time zone where the subject real
- 347 PROPERTY is physically located. A calendar day shall include any legal holiday. The time in which any act required under this agreement is to be performed
- 348 shall be computed by excluding the date of execution and including the last day, thus the first day shall be the day after the date of execution. Any reference
- 349 to "day" or "days" in this agreement means the same as calendar day, unless specifically enumerated as a "business day."
- 350
- 351 **32. ATTORNEY'S FEES:** If either party initiates or defends any arbitration or legal action or proceedings which are in any way connected with this
- 352 Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorney's fees, including such costs and fees
- 353 on appeal.

BUYER'S Initials () () Date _____ SELLER'S Initials () () Date _____

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CITY OF BONNERS FERRY

33. DEFAULT: If BUYER defaults in the performance of this Agreement, SELLER has the option of: (1) accepting the Earnest Money as liquidated damages or (2) pursuing any other lawful right and/or remedy to which SELLER may be entitled. If SELLER elects to proceed under (1), SELLER shall make demand upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees; and said holder shall pay any balance of the Earnest Money, one-half to SELLER and one-half to SELLER'S Broker, provided that the amount to be paid to SELLER'S Broker shall not exceed the Broker's agreed-to commission. SELLER and BUYER specifically acknowledge and agree that if SELLER elects to accept the Earnest Money as liquidated damages, such shall be SELLER'S sole and exclusive remedy, and such shall not be considered a penalty or forfeiture. However, in the event the parties mutually agree in writing that the Earnest Money shall become non-refundable, said agreement shall not be considered an election of remedies by SELLER and the non-refundable Earnest Money shall not constitute liquidated damages; nor shall it act as a waiver of other remedies, all of which shall be available to SELLER; it may however be used to offset SELLER'S damages. If SELLER elects to proceed under (2), the holder of the Earnest Money shall be entitled to pay the costs incurred by SELLER'S Broker on behalf of SELLER and BUYER related to the transaction, including, without limitation, the costs of brokerage fee, title insurance, escrow fees, appraisal, credit report fees, inspection fees and attorney's fees, with any balance of the Earnest Money to be held pending resolution of the matter. If SELLER defaults, having approved said sale and fails to consummate the same as herein agreed, BUYER'S Earnest Money deposit shall be returned to him/her and SELLER shall pay for the costs of title insurance, escrow fees, appraisals, credit report fees, inspection fees, brokerage fees and attorney's fees, if any. This shall not be considered as a waiver by BUYER of any other lawful right or remedy to which BUYER may be entitled.

34. EARNEST MONEY DISPUTE / INTERPLEADER: Notwithstanding any termination or breach of this Agreement, BUYER and SELLER agree that in the event of any controversy regarding the Earnest Money and things of value held by Broker or closing company, Broker may reasonably rely on the terms of this Agreement or other written documents signed by both parties to determine how to disburse the disputed money. However, Broker shall not be required to take any action but may await any proceeding, or at Broker's option and sole discretion, may interplead all parties and deposit any moneys or things of value into a court of competent jurisdiction and shall recover all costs which were incurred as a result of the dispute including, but not limited to, reasonable attorney's fees. If either parties' Broker incurs attorney's fees as a result of any Earnest Money dispute, whether or not formal legal action is taken, said Broker is entitled to recover actual fees incurred from either BUYER or SELLER.

35. COUNTERPARTS: This Agreement may be executed in counterparts. Executing an agreement in counterparts shall mean the signature of two identical copies of the same agreement. Each identical copy of an agreement signed in counterparts is deemed to be an original, and all identical copies shall together constitute one and the same instrument.

36. "NOT APPLICABLE" DEFINED: The letters "n/a," "N/A," "n.a.," and "N.A." as used herein are abbreviations of the term "not applicable." Where this agreement uses the term "not applicable" or an abbreviation thereof, it shall be evidence that the parties have contemplated certain facts or conditions and have determined that such facts or conditions do not apply to the agreement or transaction herein.

37. SEVERABILITY: In the case that any one or more of the provisions contained in this Agreement, or any application thereof, shall be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

38. REPRESENTATION CONFIRMATION: Check one (1) box in Section 1 and one (1) box in Section 2 below to confirm that in this transaction, the brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).

Section 1:

- A. The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S).
- B. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
- D. The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).

Section 2:

- A. The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S).
- B. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
- C. The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
- D. The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).

Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review. EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.

39. CLOSING: On or before the closing date, BUYER and SELLER shall deposit with the closing company all funds and instruments necessary to complete this transaction. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to SELLER. The closing shall be no later than (Date) June 30, 2022. The parties agree that the CLOSING COMPANY for this transaction shall be Community Title LLC located at 7184 Main St., PO Box 1902, Bonners Ferry, ID 83805. If a long-term escrow / collection is involved, then the long-term escrow holder shall be N/A.

BUYER'S Initials () () Date SELLER'S Initials () () Date

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432 40. **CONDITION OF PROPERTY UPON CLOSING:** Upon closing BUYER agrees BUYER is purchasing the PROPERTY in as-is condition with all faults and
439 with no further repairs required, subject only to the representations and warranties stated herein, or unless otherwise agreed upon by the parties in writing and
434 BUYER will assume all obligations with respect to the PROPERTY.

436 41. **POSSESSION:** BUYER shall be entitled to possession upon closing or date _____ time _____ A.M. P.M.

438 42. **PRORATIONS:** Property taxes and water assessments (using the last available assessment as a basis), rents collected, interest and reserves, liens,
439 encumbrances or obligations assumed, and utilities shall be prorated upon closing or as of date N/A
440 BUYER to reimburse SELLER for fuel in tank Yes No N/A. Dollar amount may be determined by SELLER's supplier.

441 43. **ASSIGNMENT:** This Agreement and any rights or interests created herein may may not be sold, transferred, or otherwise assigned.

442 44. **ENTIRE AGREEMENT:** This Agreement including any addendums or exhibits, constitutes the entire Agreement between the parties respecting the
443 matters set forth and supersedes all prior Agreements between the parties respecting such matters. This Agreement may be modified only by a written
444 agreement signed by each of the parties.

445 45. **TIME IS OF THE ESSENCE IN THIS AGREEMENT.**

446 46. **AUTHORITY OF SIGNATORY:** If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement
447 on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

448 47. **ACCEPTANCE:** This offer may be revoked at any time prior to acceptance and is made subject to acceptance on or before
449 (Date) March 18, 2022 at (Local Time in which PROPERTY is located) 2:00 A.M. P.M.

BUYER'S Initials (____)(____) Date _____ SELLER'S Initials (____)(____) Date _____

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ID#: KM03152022

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OFFICE OF BONNERS FERRY

48. BUYER'S SIGNATURES:

SEE ATTACHED BUYER'S ADDENDUM(S) (Specify number of BUYER addendum(s) attached.)
SEE ATTACHED BUYER'S EXHIBIT(S): A (Specify number of BUYER exhibit(s) attached.)

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent

BUYER Signature BUYER (Print Name) Boundary Community Hospital by: Preston Becker

Date Time A.M. P.M. Phone # 28.267.3141 Cell #

Address 6640 Kanikau St E-Mail pbecker@bcch.org

City Bonners Ferry, State ID Zip 83805 Fax #

BUYER does currently hold an active Idaho real estate license. BUYER is related to agent

BUYER Signature BUYER (Print Name)

Date Time A.M. P.M. Phone # Cell #

Address E-Mail

City State Zip Fax #

49. SELLER'S SIGNATURES: On this date, I/We hereby approve and accept the transaction set forth in the above Agreement and agree to carry out all the terms thereof on the part of the SELLER.

SIGNATURE(S) SUBJECT TO ACCEPTANCE OF ATTACHED COUNTER OFFER
COUNTER OFFER INCLUDES ATTACHED ADDENDUM(S) #
COUNTER OFFER INCLUDES ATTACHED EXHIBIT(S) #

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent

SELLER Signature SELLER (Print Name) FJC LLC by: Frank Duarte, managing member

Date Time A.M. P.M. Phone # 208-267-1826 Cell #

Address 6497 Comanche St E-Mail

City Bonners Ferry State ID Zip 83805 Fax #

CONTRACTOR REGISTRATION # (if applicable) N/A

SELLER does currently hold an active Idaho real estate license. SELLER is related to agent

SELLER Signature SELLER (Print Name) FJC LLC by: Jerrl Duarte, managing member

Date Time A.M. P.M. Phone # 208-267-1826 Cell #

Address 6497 Comanche St E-Mail

City Bonners Ferry State ID Zip 83805 Fax #

CONTRACTOR REGISTRATION # (if applicable) N/A

LATE ACCEPTANCE

If acceptance of this offer is received after the time specified, it shall not be binding on the BUYER unless BUYER approves of said acceptance within calendar days (three [3] if left blank) by BUYER initialing HERE () () Date
If BUYER timely approves of SELLER's late acceptance, an Initialed copy of this page shall be immediately delivered to SELLER.

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EXHIBIT "A"

Legal Description

This is an addendum to the RE-14 Buyer Representation Agreement, RE-12 Compensation Agreement with Seller, and the RE-21 Purchase and Sale Agreement ID # KM03152022

Property Address: NNA Highway 95, Bonners Ferry, ID 83805

The land referred to in this document is situated in the State of Idaho, County of Boundary, and is fully described as:

PROPERTY DESCRIPTION - PARCEL I - 0.096 ACRES

A tract of land in the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twenty-two (22), Township Sixty-two (62) North Range One (1) East of the Boise Meridian Boundary County Idaho, being a part of that property defined in Book 15 of Deeds, Page 98 in the records of Boundary County, and more particularly described as follows

Beginning at the intersection of the easterly line of the SW1/4 of the SE1/4 of said Section 22 and the northwesterly right of way of U S Highway No 95, as defined by that right of way deed duly recorded in Book 21 of Deeds Page 228, records of Boundary County said point being N 00°58'58" E 44 05 feet from the southeast corner of the SW1/4 of the SE1/4, thence along the east line of the SW1/4 of the SE1/4, N 00 58'55" E, 86 48 feet to the southeasterly right of way of Cemanche Street as defined in that right of way deed duly recorded in Book 4 of Instruments Page 981 records of Boundary County thence, along said right of way S 24°32'35" N 31 57 feet thence on a curve to the right having a central angle of 13°46'10" and a radius of 226 64 feet for an arc distance of 54 47 feet (chord = S 31°26'00" W 54 34 feet) thence following the easterly boundary of that right of way deed duly recorded in Book 22 of Deeds, Page 318, records of Boundary County S 28 29'55" N, 51 29 feet thence N 64°30'05" W, 18 38 feet thence along the right of way of Cemanche Street on a curve to the right having a central angle of 07°28'30" and a radius of 226 64 feet for a arc distance of 28 37 feet (chord = S 55°50'23" N 28 36 feet), to the south line of Section 22; thence along said south line S 89°40'24" E 82 15 feet, to the northwesterly right of way of U S Highway No 95, thence along said right of way on a curve to the right having a central angle of 02°14'04" and a radius of 1246 30 feet for an arc distance of 48 60 feet (chord = N 26°17'52" E, 48 60 feet), to the TRUE POINT OF BEGINNING, encompassing an area of 0 096 acres

FJC LLC Date
By: Frank Duarte, Member

FJC LLC Date
By: Jerri Duarte, Member

Boundary Community Hospital Date
By: Preston Becker, CEO

SE 1/4, Sec. 22, Twp. 62N., R. 1 E., B.M.



SCALE: 1 INCH = 400 FEET



 Assessor's Parcel Map

 INDEPENDENT COUNTY

 ID 87732672

SEPARATION REVISIONS

Community Title, LLC
7184 Main Street
P.O. Box 1902
Bonners Ferry, ID 83805

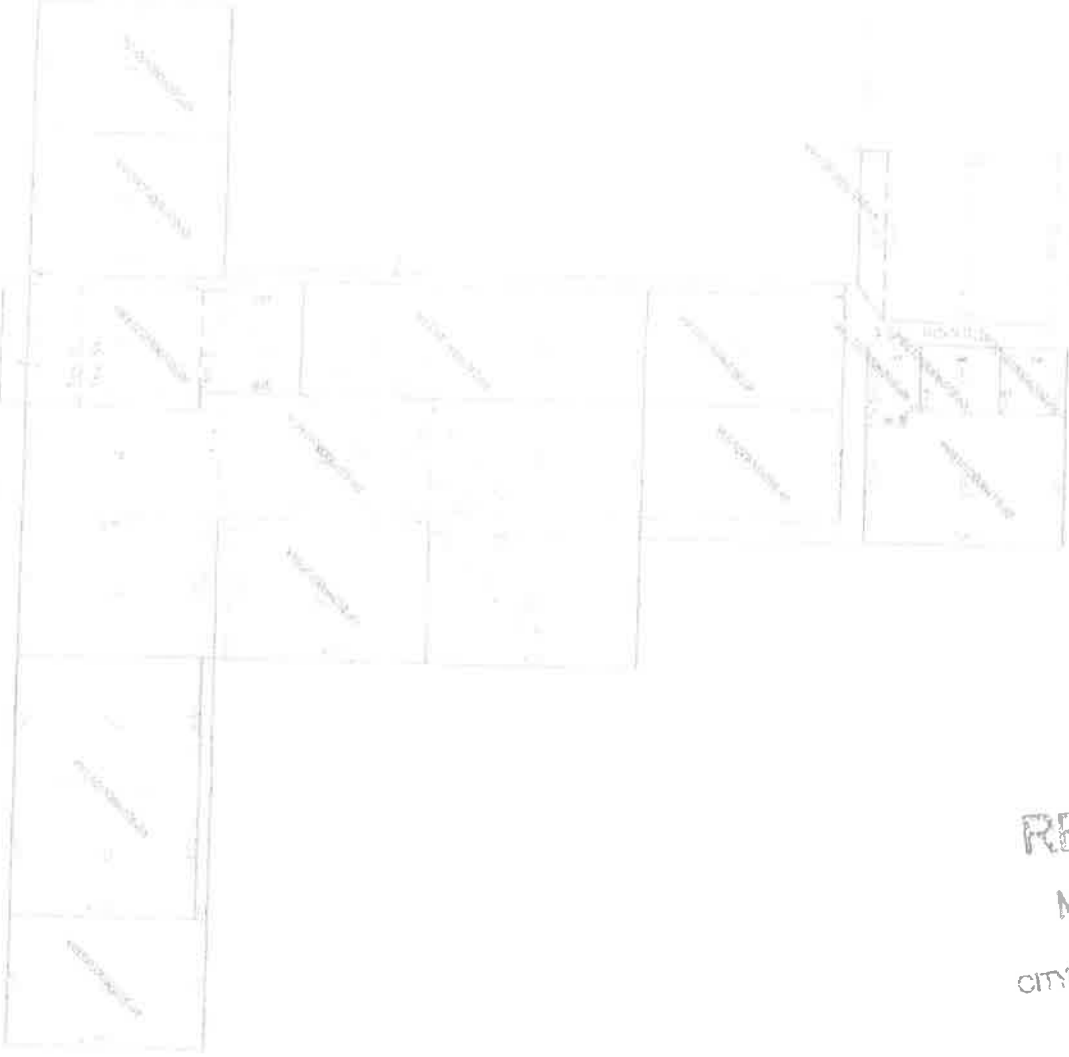
Community Title, LLC
assumes no liability for
inaccuracies contained in
this map.

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SE 1/4, Sec. 22, Twp. 62N., R. 1 E., B.M.

TALING COMMUNITY, INC.

Watermans Acre Tracts



Book 1 B Plats, pg. 35

Watermans Acre Tracts

SEGREGATION REVISIONS

.....
 The information on this map is provided for the owner's reference only. It is not intended to be used as a legal document.

Community Title, LLC
 assumes no liability for
 inaccuracies contained in
 this map.

Community Title, LLC
 7184 Main Street
 P.O. Box 1902
 Bonners Ferry, ID 83805

Watermans Acre Tracts

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 CITY OF BONNERS FERRY

U164321

PETER S. WILSON
ATTORNEY AT LAW
P.O. BOX 111
BONNERS FERRY, IDAHO
83402

STATE OF IDAHO 33
County of Boundary

Filed for record at the request of
City of Bonners Ferry
on the 28th day of *March* 1972
at *10:30* AM in Book *109*
Page *109*
IDAHO 1, 1972

Clerk of County

By *C. Wilson* Deputy

Fee \$ *12.00*

Mails \$ *1.00*

ORDINANCE NO. 393

AN ORDINANCE DESIGNATING ZONES IN NEWLY ACQUIRED TERRITORY (ORDINANCE NO. 390) WITH THE ZONES BEING IDENTIFIED WITH AND BEING A PART OF EXISTING DEFINED ZONES ESTABLISHING STANDARDS TO REGULATE AND RESTRICT THE HEIGHT, NUMBER OF STORIES, SIZE, CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR OR USE OF BUILDINGS AND STRUCTURES; PERCENTAGE OF LOT OCCUPANCY, SIZE OF COURTS, YARDS AND OPEN SPACES; DENSITY OF POPULATION; AND THE LOCATION AND USE OF BUILDINGS AND STRUCTURES; REFERRING TO AN ESTABLISHED ZONING MAP AT CITY HALL; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED by the Mayor and Council of the City of Bonners Ferry, Idaho:

Section 1. This ordinance establishes the zones of the territory annexed to the City of Bonners Ferry, Idaho, by Ordinance No. 390.

Section 2. The zones have the same definition as that defined in Bonners Ferry Code 4-4-1, et seq. (i.e., Ordinances Nos. 127, 133, 170, 221, 233, 234, 237, 257, and such ordinances that affect zoning within the city), and establish standards to regulate and restrict the height, number of stories, size, construction, reconstruction, alteration, repair or use of buildings and structures; percentage of lot occupancy, size of courts, yards, and open spaces; density of population; and the location and use of buildings and structures.

Section 3. The zones are located on the "Map of the Zoning Act," which map is on file in the office of the City Clerk. The Map of the Zoning Act consists of several documents each identified as "A Part of the Map of the Zoning Act."

Section 4. The legal description of the zones is as follows:

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Zone A (Residential)

A tract of land in the South Half (B1/2) of Section Twenty-two (22), Township Sixty-two (62) North, Range One (1) East, B.N., Boundary County, Idaho, more particularly described as follows:

Beginning at the Northwest corner of Lot Three (3), Block One (1) of O'Callaghan's Acres according to the plat on file with the Boundary County Recorder; thence East along the North line of said Lot Three (3) approximately 20 feet to a point 30 feet South of the Southwest corner of that certain parcel described by Document filed with the Boundary County Recorder as Instrument No. 101093; thence North across Kaniksu Street, 30 feet to the Southwest corner of said Document No. 101093 and the True Point of Beginning; thence West along the North line of Kaniksu Street, 165 feet to an alignment deflection to the Northwest; thence Northwesterly along the Northeasterly line of Kaniksu Street, approximately 480 feet to the East line of Wells Street; thence Northwesterly across Wells Street on a line to the South end of the West line of Wells Street on the North line of Kaniksu Street; thence West along the North line of Kaniksu Street, approximately 530 feet to the East line of that certain land parcel described by the County Recorder's Instrument No. 126421; thence along the North and Easterly lines of said land parcel on four successive courses, (1) North, 121.03 feet; (2) North 33 degrees 39' 56" West, 142.68 feet; (3) North 48 degrees 11' 49" West, 133.98 feet; and (4) North 83 degrees 13' 15" West, 172.23 feet to the East line of Marx Subdivision; thence North 00 degrees 02' 06" West along said East line, 712.56 feet to the North line of Marx Addition; thence South 89 degrees 48' 40" West along the North line of Marx Subdivision, 660.07 feet to the West line of said Section Twenty-two (22) and the Southwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 142991; thence North 00 degrees 48' 48" East along the West line of Section Twenty-two (22) and said West line of Document No. 142991, 392.40 feet to its Northwest corner; thence South 89 degrees 15' 07" East along the North line of said Document No. 142991, 121.32 feet to the Northwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 143362; thence South 89 degrees 15' 07" East along the North line of said Document No. 143362, 215.25 feet to the Northwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 111353; thence East along the North line of said Document No. 111353, 100 feet to the Northwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 134939; thence East along the North line of said Document No. 134939, 220 feet to the Southwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 154245; thence North along the West line of said Document No. 154245, 300 feet; thence East on a line parallel to and 300 feet North of the South line of said Document No. 154245, 40 rods (660 feet) to the East line of said Document No. 154245; thence South

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along said East line of Document No. 154245, 300 feet to its Southeast corner; thence along the Southerly boundary lines of that certain land parcel described by Document filed as County Recorder's Instrument No. 60703, according to the following five courses: (1) East, 216.5 feet; (2) South, 230 feet; (3) East, 147 feet; (4) North, 113 feet; and (5) East, 306 feet to an iron pin being the Southeast corner of said Document No. 60703 and the Northeast corner of that certain parcel described by Document filed as County Recorder's Instrument No. 121203; thence South along the East line of said Document No. 121203, 64 feet to a point 205 feet due West of the Northwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 57504; thence East 205 feet to said Northwest corner of Document No. 57504; thence continuing East along the North line of said Document No. 57504, 445 feet to its Northeast corner; thence South along the East line of said Document No. 57504, 200 feet to the Northwest corner of Lot Eight (8) of Waterman's Acre Tracts; thence East along the North lines of Lots Eight (8), Seven (7), Six (6), Five (5), and Four (4) of Waterman's Acre Tracts, 830.8 feet to the Northeast corner of said Lot Four (4); thence South along the East lines of Lots Four (4), Ten (10), and Thirteen (13) of Waterman's Acre Tracts 778.1 feet to the Southeast corner of said Lot Thirteen (13); thence West along the South line of said Lot Thirteen (13), 142 feet to its Southwest corner; thence continuing West across a public way, 27.7 feet to the Southeast corner of Lot Fourteen (14) of Waterman's Acre Tracts; thence continuing West along the South line of said Lot Fourteen (14), 163 feet to the Northeast corner of that certain parcel described by Document filed as County Recorder's Instrument No. 149862; thence West along the North line of said Document No. 149862, 510 feet to its Northwest corner; thence South along the West line of said Document No. 149862, 264 feet to the North line of that certain parcel described by Document filed as County Recorder's Instrument No. 131421; thence West along the North line of said Document No. 131421 to its Northwest corner; thence continuing West, 330 feet to the Northwest corner of that certain parcel described by Document filed as County Recorder's Instrument No. 101093; thence South along the West line of said Document No. 101093, 249 feet to its Southwest corner on the North line of Kaniku Street and the point of ending.

Section 5. This ordinance shall be in full force and effect from and after one publication in the Bonners Ferry Herald, a newspaper of general circulation within the geographic limits of the City of Bonners Ferry, Idaho.

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CITY OF BONNERS FERRY

DATED this 9th day of April, 1991.

CITY OF BONNERS FERRY

by *Harold Simon*
Mayor

Attent:

Richard Boyford
Clerk, City of Bonners Ferry

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MAY 05 2022

CITY OF BONNERS FERRY

On this 9th day of April, 1991, before me,
the undersigned Notary Public, personally appeared
Harold Simon & Richard Boyford, known to me to be
the persons whose names are subscribed to the within instrument
and acknowledged to me that they executed the same.



Lois Frazier
NOTARY PUBLIC FOR IDAHO
Residing at Bonners Ferry, Idaho
My Commission Expires 9-13-92

RIGHT OF WAY DEED

THIS INDENTURE, Made this 14th day of October, 1968, between SCHOOL DISTRICT #101, a Municipal Corporation of the State of Idaho, grantor, and the CITY OF BONNERS FERRY, State of Idaho, a Municipal Corporation of the State of Idaho, grantee.

WITNESSETH, that the said grantor, for and in consideration of the sum of \$1.00 in hand paid to grantor, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto grantee and to its successors and assigns, the following described piece or parcel of land, situated in the County of Boundary, State of Idaho, to-wit:

A roadway being 40 feet wide, 20 feet on each side of the following described centerline:

Beginning at a point on the last line of the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) of Section Twenty-two (22), Township Sixty-two (62) North, Range One (1) East, B.M., distant North 6°33' West 180.60 feet from the Southeast Corner of the said Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), and running thence South 22°55' West 77.4 feet to a point of tangency; thence along a curve to the right, through a central angle of 58°15' for distance of 210.1 feet, the long chord of which bears South 52°02' West 201.2 feet, to a point of tangency; thence South 81°10' West 30.9 feet.

TO HAVE AND TO HOLD all and singular the said strip of land unto the said City of Bonners Ferry, its successors and assigns, for the purpose of a public highway forever.

IN WITNESS WHEREOF, the grantor has hereunto set its hand and seal the day and year above written.

SCHOOL DISTRICT #101

By: James Frankhouse
Chairman

Attest:

[Signature]
Secretary

STATE OF IDAHO }
County of boundary } ss.

On this 15 day of Oct, 1968, before me, the undersigned Notary Public, personally appeared L. H. Aldridge and James Frankhouse, known to me to be the Chairman and Secretary

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Secretary of School District #101 that executed the said instrument and acknowledged to me that they executed the said instrument for and on behalf of said School District #101 and acknowledged to me that said School District executed the same.

James H. Smith
Notary Public for Idaho
Residing at Bonners Ferry
Com. Exp.:

NOTARY PUBLIC for the State of Idaho
Residing at Bonners Ferry, ID-2
My commission expires August 18, 1998

162590

RECEPTION
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MAY 05 2022

CITY OF BONNERS FERRY

STATE OF IDAHO) ss
County of Bonners)

Filed for record at the request of
U.S. Bank
on the 17 day of March, 1965 at 2:04
p.m. and recorded in book 4
Instruments on page 381

County Recorder
P. R. ...
Deputy
1975
and in _____

220938

SPECIAL USE PERMIT

PARTIES: Municipality City of Bonners Ferry, Boundary County, Idaho
hereinafter referred to as "City"

Gene and Ruth Perry

PROPERTY: T62NR01E Section 22, Tax 195 and 215

FINDINGS OF FACT:

1. The aforesaid property is situated within the corporate boundaries of the City of Bonners Ferry, Idaho.

2. The requirements of notice and public hearing were met by the Planning and Zoning Commission for consideration of the Perry's application for a special use permit on the aforesaid premises for a Bed and Breakfast under the name of "Northside School Bed and Breakfast". Public comment was received as provided by law.

Grant of Special Use Permit and Conditions:

The application was granted by the City of Bonners Ferry, City Council in accordance with the recommendation of the Planning and Zoning Commission of the City of Bonners Ferry subject to the following limitations, restrictions and conditions:

1. The applicant shall meet all state and local regulations and shall have the appropriate licenses.
2. The applicant shall maintain a minimum of nine (9) parking spaces for guests and provide parking for themselves and the staff.
3. The applicant shall work with the City Street Department to help maintain a site distance at the curve on Comanche Street.
4. The maximum number of units shall be nine.
5. Two signs may be installed. The first sign being 2 feet x 3 feet and attached to the structure. The second sign being 3 feet x 8 feet with minimal lighting may be placed on property they own near Highway 95.
6. The applicant shall work with the City Staff to promote pedestrian use of the stairway going from Comanche Street to Highway 95.

The continuation of this special use permit is conditioned on the continued compliance with each of the conditions herein stated and shall cease to be of any further force and effect in the event of a violation thereof.

RECEIVED

MAY 05 2022

CITY OF BONNERS FERRY

220938

This permit shall be effective upon signing acceptance and recording in the records of Boundary County, Idaho, and shall constitute a covenant running with the land and shall be binding upon the property owners, their heirs, assigns, and any subsequent user or owner of the premises regardless of the nature or form of their interest in the premises.

Dated this 12th day of May, 2005.

RECEIVED
MAY 05 2005

By: Darrell Kerby
Darrell Kerby, Mayor

Attest: Kris Larson
Kris Larson, City Clerk

I accept the foregoing Special Use Permit from the City of Bonners Ferry, Idaho, and agree that the premises described therein shall be and are subject to the conditions and covenants stated therein.

Gene Perry
STATE OF IDAHO)
: ss
County of Boundary)

Ruth Perry
Ruth Perry

On this 12th day of May, 2005, before me, the undersigned Notary Public, personally appeared DARRELL KERBY and KRIS LARSON, known or identified to me to be the Mayor and Clerk respectively, of the CITY OF BONNERS FERRY, and known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the said instrument for and on behalf of said City, and acknowledged to me that such City executed the same.

Shirley Mancy
Notary Public for State of Idaho
Commission Expires: 03-22-2008
2008



STATE OF IDAHO,)
: ss
County of Boundary)

On this 9th day of June, 2005, before me, a Notary Public in and for said State, personally appeared Darrell Kerby and Ruth Perry, known to me to be the person whose name is subscribed to the foregoing document, and acknowledged to me that she executed the same.

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



Kris Larson
NOTARY PUBLIC State of Idaho
Com. Expires: 4-11-07

220938

RECEIVED
MAY 05 2022
CITY OF BONNER FERRY

STATE OF IDAHO }
County of Boundary } ss
Filed By: City of Bonner Ferry
on 6-10-05 at 2:50
Glenda Poston
County Recorder Glenda Poston
By Deputy Glenda Poston
Fee \$ 0
Mail to City of Bonner Ferry

Clarice M. McKenney
6449 Baxter St.
Bonners Ferry, ID 83805

July 14, 2022

City of Bonners Ferry

To Whom it May Concern:

I have lived in Bonners Ferry since 1997. After all of these years, I still do not understand why our hospital has so little visibility on a daily basis for residents and travelers through our area.

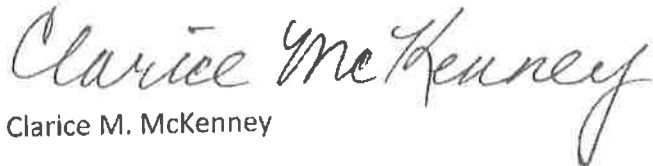
The proposed electronic signage near the highway on our north side for a spot east of Northside School B&B would solve that problem.

Not only would it make finding the hospital for newcomers and travelers easier; it also would allow timely messages to residents of our community about current health and safety issues.

This could be a wonderful outreach that complements our fine hospital in this little community.

Please approve the Comprehensive Plan Amendment Application you received from FJC, LLC on May 5, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Clarice McKenney". The signature is written in black ink and is positioned above the printed name.

Clarice M. McKenney

July 14, 22

I, Elizabeth Fritts DO NOT
want this new zone change
from residential to commercial
located at 6497.

I live on 6447 Comanche St.
this will devalue my property
and will lose the peaceful
grounds that it presently holds.

I say NO to this change.

May my concerns be heard.

Sincerely,

Elizabeth Fritts
760-208-9784

If this becomes in effect
how will this benefit this
neighborhood? Will it increase
or decrease its value?
Financially + in standard
of living.

No information has been
given regarding this change.

**MINUTES
CITY PLANNING AND ZONING COMMISSION
Bonners Ferry City Council Chambers
7232 Main St.
(208) 267-3105
July 21, 2022
5:15 pm**

Chair Andy Howe called the Planning and Zoning meeting for July 21, 2022 to order at 5:15 pm. Planning and Zoning Commissioners present were: Andy Howe, Chris Rawlings, Dave Gray, Darci Price. Also present were: Contract Planner Clare Marley and Planning & Zoning Clerk Julie Fairchild and via zoom Contract Planner Lisa Adair

PUBLIC COMMENTS

Dennis Dinning, Ed Earnest, Tony Villelli, Matt Cowell, Julieann Cowell, and Eric Anderson from the public were present.

CONSENT AGENDA

1. Approval June 16, 2022 Minutes: **ACTION ITEM.**
Vice Chair Chris Rawlings moved to approve the minutes July 16, 2022. Commissioner Darci Price second the motion. The motion passed all in favor.

PUBLIC HEARINGS: ACTION ITEMS, RECOMMENDATIONS TO COUNCIL

2. **File #V04-22 VARIANCE:**

Julieann Cowell and Ed Earnest are requesting approval for a variance to allow an approximately 14-inch setback from two side yard property lines, where 10 feet is required, to allow for the placement of a new freestanding sign for Kootenai Valley Motel. The property is described as Tax 28 less right-of-way per 289577, on Main Street in Section 33, Township 62 North, Range 1 East, B.M. The site is zoned Commercial and is located between Chic-N-Chop and the Kootenai Valley Motel.

Chair Andy Howe called for any conflicts of interest and advised there are no conflicts with this file.

Lisa Adair said it must not conflict with the comprehensive plan and will not affect a change in zoning. Lisa said there must be physical circumstances or conditions of the site that cause a hardship and the hardship has to be proven by the owner and the variance must not be judgmental to the public health and safety or welfare and lastly the reason for the variance caused by the owner's or previous owner's actions. Lisa said both properties for this variance are zoned commercial. Lisa said the property owners want to combine both their signs into one. Lisa said there is one letter in opposed to this variance and it is from Clarice McKenney and she had stated, that being a resident of Bonners Ferry she has found a proliferation of signs, particularly on the Idaho State Highway portion of Main Street, problematic because of visual pollution and posting of political agendas.

Ed Earnest, a member of the public and one of the property owners, said he's trying to preserve the front yard of the property without having to cut down all the trees. Ed said if they move the sign anywhere else then it will put a hardship on them and it will cost a lot to cut down all those trees. Ed said they want to combine two signs into one sign, for his motel and the other one for the Cowell's business and combining the two signs would be smaller than 2 separate signs. Ed said he has everything in place with ITD and the County.

Julieann Cowell, a member of the public and one of the property owners, said they will be a sign there regardless, but this combined sign looks nicer and is slightly larger but it's still going on that same strip of land and the new one has to setback a little according to ITD.

Vice Chair Chris Rawlings asked if the current Motel sign will no longer be there as a result of the widening of the highway. Ed Earnest replied that is true. Tony Villelli, a member of the public, said he is the owner of the property across the street and he is in favor of this sign because the existing sign is in need of a replacement. Dave Gray said this combining of the two signs is a good idea and Ron, the owner of Chic n Chop, is also in favor of it. Darci Price is also in favor of the new sign because it is a good use of that small space and hopefully with that new sign it will look better.

Vice Chair Chris Rawlings moved to recommend approval of this file#V04-22, a variance to allow two approximately 14-inch side yard setbacks, where 10 feet is required, to allow for the construction of a freestanding sign, finding that it is in accord with the standards of Section 11-7-1 of Bonners Ferry City Code, as enumerated in the findings and reasoned statements contained in the staff report and based upon testimony received at this hearing. Commissioner Dave Gray second the motion. The motion passed all in favor.

3. File #ZC02-21 and #AM14-21:

FJC, LLC and Boundary Community Hospital are requesting approval for a conditional zone change and comprehensive plan map amendment from Residential A/Residential to Commercial for a portion of property located adjacent to U.S. Highway 95 and addressed at 6497 Comanche Street, and east of Northside Bed and Breakfast. The purpose of the conditional zone change is to allow for a hospital/community animated, electronic message board sign, which is not allowed in the Residential zoning districts. The site is known as a portion of Tax 195 & Taz 196 less Tax 215, in Section 22, Township 62 North, Range 2 East, B.M.

Chair Andy Howe called for any conflicts of interest and advised there are no conflicts with this file.

Claire said the applicant is seeking a comp plan and zoning map amendment from Residential A/Residential to Commercial and their reasoning is they want to put a sign that contains graphics and is animated whereas the existing zone doesn't allow it. Clare said we're examining this as a conditional zone and is allowed by Idaho Code. Clare said through state law that you're allowed to set specific uses which means you zone it to allow the sign and not other things. Clare said the City is allowed to terminate this if the applicant doesn't live up to their agreements. Clare said some of the concerns with the departments was: the overhead electrical, underground utilities, the water easement needs to be shown, future site plan needs to show access to the site so that impacts to Comanche Street can be evaluated, and the property lines need to be flagged. Clare said they had received some public comments, which are in the staff report and Elizabeth Fritz, a resident, is opposed to this sign because she is concerned about losses to the neighborhood and peacefulness and Clarice McKenney's letter said it would be good to have to find where the hospital is at. Clare said Glenda Poston, Sheriff David Kramer, and Boundary County Director of Emergency Management Andrew O'Neel are all in support of the sign.

Eric Anderson, a member of the public and attorney, said this sign would make it easier for people to find the hospital so it can better benefit the community. Eric said ITD reminded the applicant that a state permit is require for sign placement, the sign must follow local ordinances, the site must be commercial or industrial-zoned property, there must be a business or industry in operation on the site for at least six months on the property, and the sign cannot be located within highway right-of-way.

Andy said his concern is long term operation of the sign and if the hospital buys the property does that adversely affect the application. Eric Anderson replied no that it's contingent, a conditional offer and if approved the purchase will move forward.

Dennis Dinning, a member of the public and CEO of the hospital, said there is no sign for the hospital and it's a public safety issue. Dennis said we'll also use it for county emergencies such as an Amber Alert or COVID information. Dennis said the hospital wants to expand with their own money and not by increasing taxes or levies because the hospital and community are growing.

Commissioner Dave Gray agrees with the presentation and thinks this sign is a good idea. Vice Chair Chris Rawlings said he doesn't see that piece of property being used for anything residential or anything of that nature and that there's already a sign in place there. Commissioner Darci Price said since it's hillside property then it won't affect the view and is a perfect location for a sign. Chair Andy Howe said he loves the idea of communication from this but it needs to have conditions and the long term concerns that I have are: what happens if new management comes into the hospital and they want to start advertising or sell advertising, how do we limit the agreements on what goes on to the sign and what happens if they sell that property. Vice Chair Chris Rawlings said he doesn't like signs that light up like that but it's in our codes.

Commissioner Darci Price moved to recommend approval of these files #AM014-21 and ZC02-21, amending the comprehensive Plan map designation from Residential to Commercial and the zoning map from Residential A to Commercial for a 0.096-acre parcel, finding that it is in accord with the general and specifics goals and standards of the City of Bonners Ferry comprehensive plan, as enumerated in the findings and reasoned statements below and based upon testimony received at this hearing. Commissioner Dave Gray second the motion. The motion passed all in favor.

4. Commission, Council, and Staff updates
 - a. Comprehensive Plan update

Vice Chair Chris Rawling moved to adjourn the meeting. Commissioner Darci Price seconded the motion. The motion passed all in favor. The meeting adjourned at 6:31 p.m.

MINUTES
Golf Committee Meeting
Mirror Lake Golf Course
July 12, 2022
5:30 pm

Chairman Steve Nelson called the golf committee meeting of July 12, 2022, to order at 6:38 pm. Present for the meeting were: committee members John Youngwirth, Gerry Ann Howlett, Scott Schopen and Linda Hiatt. Also present for the meeting were: Ralph Lotspeich, Mayor Staples, Brion Poston, Clerk/Treasurer Christine McNair and Steve Howlett.

PUBLIC COMMENTS

No public comments were given.

REPORTS

Ralph Lotspeich said green fees have increased \$2,000 over last year and season passes have increased about \$5,000 over last year. Gerry Ann asked if people are signing up for tee times. Ralph said the majority of people are. Steve said people from everywhere are coming here to play golf. Gerry Ann wants the City to know that all of the work that has been done at the course this year is very much appreciated.

CONSENT AGENDA {action item}

1. Approve the June 14, 2022 Minutes

John Youngwirth moved to approve the minutes from June 14, 2022. Linda Hiatt seconded the motion. The motion passed with all in favor.

OLD BUSINESS

2. Capital projects with recommendations to City Council {action item}

Steve recommends making a prioritized list of projects to present to City Council. Steve asked for everyone to bring their list of projects to the next meeting. John said the weeds by the road crossing near the golf cart sheds need to be trimmed because it is so hard to see people approaching the road. Gerry Ann asked for an electronic version of the list Lisa had made. Christine said she will send it if Lisa still has it. Steve tabled this until the next meeting.

3. Tree removal recommendations to City Council {action item}

The forester recommended leaving the trees on #9, since they are starting to grow again. He also said that all the trees that are cut need to be burned right away so the bugs don't go infest other trees. The forester recommended thinning the trees on the #6 fairway, between #5 green and #6 tee, South side of the #5 tee, South side of #4 fairway. He also recommended removing the Scotch Pine by #8 green, two trees between #6 green and #7 tee, one on the North side of #5 green and all the birch on the West side of #3 need to be removed. Trees need to be planted near the #1 fairway. Gerry Ann said she hadn't thought about thinning the trees. John recommended planting some trees near #3 to soak up some water. Linda asked how many trees absolutely need to go. Ralph said he isn't sure. Linda recommends getting rid of trees that need to go, since it can be such an expensive project. Steve is hoping to have the trees on #3 pushed over instead of cutting them. There is a logger that has offered to do the work at no cost, this winter, if it's approved by Council. Steve tabled this until the next meeting.

4. Discuss of next season fees with recommendations to City Council {action item}

Steve asked if the green fees should be raised. John said since costs have increased then the cost to play golf should increase to make sure everything is being paid for. Ralph said fertilizer and other costs have increased by at least 20%. Steve tabled this until the next meeting.

NEW BUSINESS

ADJOURNMENT

John Youngwirth moved to adjourn the meeting. Scott Schopen seconded the motion. The motion passed with all in favor.

The meeting adjourned at 7:20pm.