

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 December 6, 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 November 15, 2022 Council meeting minutes
4. **City** – Consider authorizing the Mayor to sign the 2023 Beverage Licenses pending receipt of payment and proper documentation

OLD BUSINESS

5. **Electric** – Consider the Moyie Hydro Plant job description (attachment) {action item}

NEW BUSINESS

6. **Electric** – Consider authorizing the Mayor to sign the agreement with OEMR for Energy Resiliency Grant (attachment) {action item}
7. **Electric** – Consider the bids for Unit 1 overhaul and consider award of the project (attachment) {action item}
8. **Planning and Zoning** – Have the first reading of Ordinance #605 by title only for Floodplain Updates (attachment) {action item}
9. **Planning and Zoning** – Suspend the reading rules and adopt Ordinance #605 {action item}
10. **City** – Discuss a committee for the budget shortfalls {action item}

ADJOURNMENT

INFORMATION

Draft Minutes – Planning and Zoning October 26, 2022 & Planning and Zoning November 17, 2022



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator *LMA*
DATE: November 30, 2022
RE: Admin Update

The following update is provided to the Mayor and Council for review and consideration.

Ryan Luttmann with Century West Engineering reached out to me regarding the option for applying through the Local Rural Highway Investment Program (LRHIP) to cover our material maintenance costs for the street program. The LRHIP program has been successfully used to reconstruct both sections of Garden Lane, connecting it with Fry Street. The city can request up to \$100,000.00 in funding without any required match which can be used on construction projects.

Today, with the help of Ryan Luttmann, we applied for \$100,000.00, which we are hopeful that if selected can be used to reduce our overall shortfall need for the next fiscal year while ensuring our citizens that our street maintenance program will remain complete, and streets will not fall into disrepair.

It is important to note those that supported this endeavor and were helpful in pulling off the application. Those include BATT members, Boundary County EDC, ITD and Century West Engineering. We will see how we do, but I do not expect to know much about this application until sometime in spring of 2023. If funded, we will receive the money after October 1, 2023.

This concludes my report.

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
November 15, 2022
6:00 pm**

Mayor Dick Staples called the Council meeting of November 15, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Brion Poston, Valerie Thompson, Rick Alonzo and Ron Smith. Also present were: City Administrator Lisa Ailport, Clerk/Treasurer Christine McNair and Police Chief Brian Zimmerman. Members of the public present were: Amy Manning, Emily Bonsant, Fay Almond, Loretta Hunsaker and David Clark.

PLEDGE OF ALLEGIANCE

PRESENTATION

III-A annual report by Amy Manning

Amy said there are 5,285 members. III-A had a program savings of approximately \$638,000. There were 1429 calls to the benefit line. Amy is hoping more people will participate in the wellness screenings that are done on-site every year. Those screenings help identify medical issues earlier when they are easier to treat. III-A created a first responder help line that received 158 calls, 23 were crisis calls. Skin checks will be offered at next year's wellness screenings.

PUBLIC COMMENTS

Fay Almond spoke about the county's reserve amount.

REPORTS

City Administrator Lisa Ailport said she is working on the fiscal shortfalls.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the November 1, 2022 Council meeting minutes
4. Treasurer's Report

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

NEW BUSINESS

5. **Electric** – Discuss and authorize publication for a Sole Source Procurement with Schweitzer Engineering Laboratories (attachment) {action item}

Lisa said the City is allowed to consider sole source procurement if it meets the Idaho Code requirements. Lisa said Schweitzer Engineering Laboratories (SEL) is the company that we use for the generator protection relay. Valerie asked if SEL is the only company that can provide what we need. Lisa said no, but SEL has an expertise in hydro generating facilities. SEL also knows our system and understands what it needs to make it function properly, but there are other companies out there. Rick said if a different company gets involved, that company will have to get the items from SEL, since they are the company that builds the components that we use. Rick Alonzo moved to authorize the publication for a Sole Source Procurement with Schweitzer Engineering Laboratories. Ron Smith seconded the motion. The motion passed. Brion Poston – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

6. **Electric** – Consider the Moyie Hydro Plant job description (attachment) {action item}
Mayor Staples tabled this item for a future meeting.

ADJOURNMENT

The meeting adjourned at 6:32 pm.



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: November 9, 2022
RE: Approval of Moyie Hydro Plant Job Description

The attached job description for the Hydro Plant Superintendent is before you for the following reasons. First, the current Hydro foreman has announced his retirement in July of 2023 and at this time I would like to take this opportunity to modify the job description before opening the position for replacement. It is our hope that we can hire the position and overlap the jobs for approximately 6 months, so the new Superintendent can co-learn with the existing Foreman.

Second is the opportunity to change the current position pay structure from hourly to salaried. The current foreman is set to make around \$92,000 this year at a rate of \$39.18 per hour. The other main operator ranges between \$70,000-\$79,000.00 at a rate of \$35.28 per hour.

If the salaried position is approved, I suggest that we look to advertise the position as a salaried range from \$85,000.00 to \$95,000.00 to allow for the city hire someone who has experience with operations of a hydro but within the range of what we are currently paying.

Lastly is the change to the structure of the position. Currently the organizational chart has the foreman under the electric superintendent. The new job description provides for the position to work directly under the supervision of the city administrator. This change provides for the superintendent to take on more of a leadership role at the facility. This is something that we have been watching over the course of the last two years and feel it is a necessary and valuable added responsibility of the position.

FISCAL IMPACT STATEMENT:

The change of the position from an hourly to a salaried position will provide financial stability to the city's yearly budget cycle. While it appears that we are paying more per hour, if calculated by a flat 2080 hours per year, when we lump in the overtime and standby time that the city pays, we are closely following what we have paid overall in years past. Therefor the fiscal impact of this change is negligible on the overall budget of the electric department.

Please let me know if you have any questions.



JOB TITLE: MOYIE HYDRO FACILITY SUPERINTENDENT
PAY RANGE: \$85,000-95,000.00, DOE
STATUS: FULL-TIME, SALARIED
SUPERVISOR: CITY ADMINISTRATOR

GENERAL STATEMENT OF DUTIES:

Performs supervisory duties to ensure efficient operation of the hydroelectric generation system. Works well with City employees of all departments and the public. Performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS OF CLASS:

Incumbents in this class report directly to the City Administrator or his or her designee.

EXAMPLES OF DUTIES:

Assigns work schedules; Trains new operators; Supervises the general operation of the plant; Directs the maintenance of the yard and plant; Supervises the record keeping for the plant; Submits meter reads to the office; Inspects plant and machinery regularly and advises City Administrator of necessary major repairs.

REQUIRED SKILLS, KNOWLEDGE AND ABILITIES:

Good knowledge of electricity and power plant operation; turbine and generator maintenance; ability to give written and oral instructions and supervision of plant operators; ability to teach and train subordinates in maintenance and plant operations; ability to maintain records and make reports.

PHYSICAL REQUIREMENTS:

While performing the duties of these jobs, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, talk, hear, sit, climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift up-to 100 pounds. Specific vision abilities required by this position includes close vision, distance vision, color vision, depth perception and the ability to adjust focus.

The location of the power plant is at the bottom of 312 steps. The operator must be in good physical condition to climb in and out of the power plant, sometimes multiple times in a day.

ACCEPTABLE EDUCATION AND EXPERIENCE:

Any combination of training and experience equivalent to graduation from high school which provides the required skills, knowledge and abilities. Two years of experience in the operation and maintenance of a power plant.

SPECIAL REQUIREMENTS:

First aid and CPR certifications.

PREFERRED REQUIREMENTS:

Preferred but not required, Class A CDL license.

Understanding of SEL equipment and system operations



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: October 28, 2022
RE: **Electric – Moyie Control Upgrade Grant**

In October, the City applied for money from the Governor's Office of Energy and Mineral Resources (OEMR) to help offset the costs associated with upgrading our controls system at the Moyie power houses. The attached rebate agreement with OEMR is required to be signed to receive the \$233,000 that was awarded to the city for the hydro controls upgrade project. The overall project is expected to cost approximately \$457,688, leaving a difference of \$224,688 to be provided by the City.

Staff brings this agreement forward for your consideration, and if in agreement, requests that Council authorize the mayor to sign this Agreement. I will be working prior to the Council meeting to bring you up to date financial information that will aid you in this decision. Staff needs to confirm whether this project can be completed without going below our established reserve amount in the electric department.

Thank you,

A handwritten signature in blue ink that reads "Mike".

Mike



ENERGY RESILIENCY GRANT PROGRAM REBATE AGREEMENT

This Energy Resiliency Grant Program Rebate Agreement (“Agreement”) is made between the City of Bonner’s Ferry, a/an _____ (“Project Sponsor”) and the Idaho Office of Energy and Mineral Resources pursuant to the Idaho Energy Resiliency Grant Program.

1. Authority

In 2022, the Idaho Legislature appropriated funds to the Idaho Office of Energy and Mineral Resources (OEMR) to establish and administer the Idaho Energy Resiliency Grant Program (the “Program”). OEMR will administer the Program under its Executive Order authority to “[a]dminister[] energy loan programs and other forms of financial assistance for eligible projects”¹ and “enter[] into other agreements or contracts which are necessary to carry out the provisions of this Executive Order and other duties as may be directed by the governor.”²

2. General Purpose

The purpose of the Program is to produce measurable improvements in energy resiliency and grid modernization that will enhance consumer access to lower-cost and more reliable energy in Idaho through discretionary grant funding to eligible entities.

3. Eligibility Requirements

Eligible Entities for Idaho Energy Resiliency Grant Program awards include: (a) electric grid operators; (b) electricity storage operators; (c) electricity generators; (d) transmission owners and operators; (e) distribution providers; (f) fuel suppliers; and (g) any other entities providing similar, related or supporting products, services, or functions, as determined by OEMR.

In addition to the terms and conditions of this Agreement, the Project Sponsor must abide by all federal, state, and local laws and requirements including, but not limited to, those pertaining to worker’s compensation, public health and safety, the environment, programmatic income generated, and taxes, as applicable.

Investor-Owned Utilities are required to provide at least 100% cash match and Municipal and Cooperative utilities are required to provide at least 33% cash match for Energy Resiliency Grant awards. In-kind and other non-cash matching funds are not eligible. In the event costs exceed the total dollars budgeted for the Project, the Project Sponsor shall be responsible for providing the additional funds needed to complete the Project.

No funds provided to the Project Sponsor pursuant to this Agreement and the Idaho Energy Resiliency Grant Program shall form the basis, in whole or in part, directly or indirectly, of any

¹ Executive Order No. 2020-17, Continuing the Office of Energy and Mineral Resources Within the Office of the Governor (6)(k) (Oct. 19, 2020).

² Executive Order No. 2020-17, Continuing the Office of Energy and Mineral Resources Within the Office of the Governor (6)(l) (Oct. 19, 2020).



cost recovery rate or tariff under the jurisdiction of the Idaho Public Utilities Commission. Inclusion of such funds shall be considered unjust or unreasonable.

Failure to comply with the terms and conditions stated above may result in, but not be limited to, project disapproval and withheld payments.

4. Scope of Work

The scope of work includes Program funding, description of activities (as set forth in the Project Sponsor's application and incorporated as Attachment B, as amended by the Funded Equipment/Services Approved Budget and Project Milestones attached as Attachment A), term of project, sufficient progress, and modifications.

5. Idaho Energy Resiliency Grant Program Funding

OEMR agrees to provide 20% of the eligible expenses up front and to rebate 80% of eligible expenses associated with this Agreement upon project completion, subject to any deduction for ineligible expenses. Ineligible expenses are those expenses incurred by the Project Sponsor for items other than those set forth in its grant application (Attachment B), as modified and approved by OEMR (Attachment A), and, except as approved by OEMR in writing, any expenses incurred by the Project Sponsor prior to the effective date of this Agreement.

6. Description of Activities

The Project Sponsor must provide all personnel, expertise, materials, equipment, and travel required to complete the tasks as outlined in this Agreement.

To be eligible for financial rebate under this Agreement, the Project Sponsor must fulfill the project timeline and key milestones.

7. Term of Project

Project implementation must follow the project schedule and timeline (Attachment A). Any deviation from this schedule resulting in a delay of completion more than six months from the original schedule must be requested in writing by the Project Sponsor and approved in writing by OEMR. In the case of all other material schedule deviations, the Project Sponsor shall provide prior written notice to OEMR.

8. Sufficient Progress

The Project Sponsor must complete construction or implementation of the project within the schedule stated in the application. OEMR will measure sufficient progress by examining the performance required under this Agreement in conjunction with the proposed project schedule (Attachment A), the time remaining for performance within the project period, and the availability of funds necessary to complete the project. OEMR may terminate this Agreement for failure to substantially complete the project within the approved project schedule. Substantial completion means ninety percent (90%) completion of the work; provided, however, OEMR will not exercise its right to terminate this Agreement under this provision if substantial completion is not possible due to a force majeure event. For purposes of this Agreement, a "force majeure event" is an event caused by, directly or indirectly, forces beyond Project Sponsor's reasonable control, including without limitation unreasonable supply chain delays, strikes, work stoppages,



acts of war or terrorism, civil or military disturbances, natural catastrophes, acts of God, and weather conditions that make completion impossible. Expenses from terminated projects are ineligible for rebate.

9. Changes and Modifications

Changes, amendments, or modifications to this Agreement must be in writing signed by the parties. In the event a typographical or clerical error is discovered, OEMR may correct such error after notifying the Project Sponsor of its intent to make the correction. A copy of any revisions to this Agreement made by OEMR will be provided to the Project Sponsor.

10. Billing Procedures

All payments for funded projects will be made by wire transfer to the Project Sponsor by Key Bank. Project Sponsors must complete and submit the Payee Contact and Wire Information Form and the Rebate Request Form (Attachment C) to receive funds. OEMR will only process rebate requests which are complete and have all necessary documentation satisfying all requirements included in this Agreement within required timelines.

OEMR will reduce rebate amounts for invoices determined to be unallowable in accordance with this Agreement.

11. Documentation and Rebate Request

Rebates will only be issued to the Project Sponsor for qualifying project expenses following project completion and OEMR site inspection (or alternative proof of completion reasonably satisfactory to OEMR).

The Project Sponsor must request payment from OEMR within 60 days of completing the approved project by submitting the following documentation:

- Project Completion Report (listed under Reporting Requirements, Section 12)
- Rebate Request Form
 - Must be submitted electronically with all necessary documentation via email to Tammy Japhet at Idaho OEMR, tammy.japhet@oer.idaho.gov.
- Payee Contact and Wire Information Form
 - Submitted with the Rebate Request Form via e-mail to Tammy Japhet at Idaho OEMR, tammy.japhet@oer.idaho.gov. If wiring information changes, please submit an updated form in the same manner as above. The Project Sponsor must submit the following documentation with the Rebate Request Form (Attachment C):
- Equipment Installation (as applicable)
 - Reasonable sample of photos of pre-project site (before pictures)
 - Reasonable sample of photos of completed projects (after pictures)
 - Demonstration of project completion to OEMR.

The Project Sponsor must maintain all project records that will allow for a full and accurate accounting of all project assets and expenditures, as well as to comply with applicable provisions of law and standard accounting practices, including Generally Accepted Accounting Principles (GAAP). The Project Sponsor must provide OEMR access to these records upon



request for seven (7) years following the submittal date of the Project Completion Report described in Section 12 of this document.

12. Reporting Requirements

The Project Sponsor is required to submit three (3) different types of reports to OEMR throughout the life of the project: progress report, project completion report, and one-year results report (see examples included in Attachment D). Failure to submit reports is a material breach of this Agreement and may result in project termination, discontinued disbursement rebate funds, or a request for a return of rebate funding. These reports should be submitted via email to Andrew Mentzer at OEMR: Andrew.mentzer@oer.idaho.gov.

A. The Progress Report will be submitted to OEMR two (2) months from the effective date of this Agreement, unless the project is completed prior to this date, in which event the information required below shall be included in the Project Completion Report. The Progress Report must include the following:

- Narrative of the project progress to date.
- Updates on the milestones achieved since the project start.
 - Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
 - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
 - Expected reduction in outage time
 - Expected and realized wildfire risk reduction
 - Consumer affordability impact.
 - Photocopy evidence of permits obtained and associated inspections completed (in any).
- Expected timeline for remaining milestones (Attachment A).
 - Any requests for changes to the timeline.
- If the project has been completed within the first year, the Progress Report should follow the format of the Project Completion Report, supplemented as set forth above.

B. The Project Completion Report will be submitted to OEMR once construction is complete and operational and should be submitted with the Project Sponsor's request for reimbursement for project costs (Attachment C).

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable, or other proof of incurred expenses reasonably acceptable to OEMR.
- Before pictures.
- Photographs of all the equipment installed and/or improvements made, and final site location(s).
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any).
- Updated actual quantitative metrics following completion as requested by OEMR (this provision shall survive termination of this Agreement).



- Completed Project Sponsor Reimbursement Request Form

C. The One-Year Results Report will be submitted to OEMR on the first anniversary after construction is complete and operational, and must include the following:

- Narrative of the project from inception to completion.
- Updates on the milestones achieved since completion of the project.
 - Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
 - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
 - Expected reduction in outage time
 - Expected and realized wildfire risk reduction
 - Consumer affordability impact.
 - Updated actual quantitative metrics following completion as requested by OEMR (this provision shall survive termination of this Agreement).

The One-Year Result Report is to be completed using the Progress Report and Project Completion Report form (Attachment D).

D. Consequences for failure to provide the Project Completion Report, the Annual Reporting Documents, and One-Year Results Report. If, after review and inspection of the information reported by the Project Sponsor under this Section 12, OEMR determines that the Project Sponsor has failed to provide sufficient documentation, the Project Sponsor shall work with OEMR to correct all identified deficiencies. OEMR shall inform the Project Sponsor in writing of the deficiency and request the Project Sponsor to submit within thirty (30) days additional documentation and/or an explanation of the deficiencies and period in which the Project Sponsor will correct them. If the Project Sponsor fails to respond within thirty (30) days or to sufficiently address the deficiency within two (2) months, to the reasonable satisfaction of OEMR, or such other time as OEMR agrees based on the circumstances presented by the Project Sponsor, then OEMR may terminate this Agreement, discontinue disbursement of rebate funds, and request for a return of rebate funding.

13. Record Retention, Audits, and Monitoring

The Project Sponsor must retain all financial records, supporting documents, statistical records, and all other records pertinent to the project for seven (7) years from the date of the Project Completion Report submittal date. Reasonable requests for records and data must be submitted to OEMR within five (5) years from project completion date.

If any litigation, claim, or audit is initiated before the expiration of the seven (7) year period, the Project Sponsor must retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

Records for any equipment acquired through funding provided to the Project Sponsor under this Agreement must be retained for seven (7) years after final disposition.



Expenditures under this program, including match or cost-share, are subject to audit. The Project Sponsor agrees to provide OEMR, or their authorized agents, access to all files, records, accountings, and books relating to the management and accountability of this project.

14. Assignments

The Project Sponsor will not assign these terms, conditions, rights, obligations, or any other interest arising from this Agreement, or particularly delegate any of their performance obligations, other than in the ordinary course of business, without the express written consent of OEMR. Assignment without such approval will cause the termination of the project at OEMR's sole discretion and a requirement to reimburse full or partial funds provided.

15. Public Record and Confidential Information

- a. Business records and information provided to OEMR are subject to public disclosure under the Idaho Public Records Law (Idaho Code §9-337 et seq.) and Idaho Code § 67-4708, unless specifically exempt from public disclosure. OEMR shall consider any records or information exempt from public disclosure as confidential.
- b. The Project Sponsor shall declare and identify each individual document it considers confidential and exempt from public disclosure. The Project Sponsor shall mark each page of all such documents as "confidential – proprietary information". OEMR will not accept a legend or statement on one (1) page that all, or substantially all, of a document is exempt from disclosure. The Company shall also provide the legal basis for each exempt document and provide a brief explanation of the application of the identified legal basis to the corresponding document(s). The Project Sponsor shall indemnify and defend OEMR and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever for honoring any designation by the Company of Confidential Information or for the Project Sponsor's failure to designate individual documents as exempt. The Project Sponsor's failure to designate as exempt any document that is released by OEMR shall constitute a complete waiver of any and all claims for damages caused by any such release. If OEMR receives a request for records claimed exempt by the Project Sponsor, the Project Sponsor shall provide the legal defense for such claim and pay all expenses incurred by OEMR in connection with such request.
- c. Confidential information shall not include information which: (1) is or becomes generally available to the public other than as a result of a disclosure by OEMR or any of its directors, officers, employees, agents, counsel, consultants or other representatives, or any other person to whom OEMR discloses such information (whether orally or in writing); (2) was within OEMR's possession or actual knowledge prior to the information being furnished to OEMR in connection with this Agreement, provided that the source of such information was not bound by a confidentiality agreement with, or similar obligation to, the Project Sponsor with respect to such information; (3) becomes available to OEMR on a non-confidential basis from a source other than the Project Sponsor, provided that such source is not bound by a confidentiality agreement with, or similar obligation to, the Project Sponsor with respect to such information; (4) is independently developed by OEMR under circumstances not involving the Project Sponsor's



Application and this Agreement without use or reference to any of Project Sponsor's Confidential Information; (5) is publicly disclosed pursuant to a lawful requirement or request from a governmental agency acting within its jurisdiction; or (6) is otherwise open to public inspection and copying, unless exempt, under the Idaho Public Records Law (Idaho Code §9-337 et seq.), or Idaho Code § 67-4708.

- d. The Project Sponsor affirmatively warrants and represents it has sufficient authority to provide OEMR with confidential information, and any other documents or information for purposes of this Agreement. The Project Sponsor shall indemnify and defend OEMR and the State of Idaho against all liability, claims, damages, losses, expenses, actions, attorney fees and suits whatsoever based upon OEMR's receipt of any information from the Project Sponsor.

16. Official, Agent, and Employees of the State Not Personally Liable

In no event will any official, officer, employee, or agent of the State of Idaho be in any way personally liable or responsible for any covenant or condition herein contained whether expressed or implied, nor for any statement, representation, or warranty made herein or in any connection with the terms and conditions and/or assurances and certifications.

17. Use of OEMR or the State of Idaho's Name

The Project Sponsor will not use OEMR's name or the State of Idaho's name, in any advertising or promotional media, including press releases or signage, without the express written consent of the aforementioned parties.

18. Non-Waiver

The failure of any party, at any time, to enforce a provision of these terms and conditions will in no way constitute a waiver of that provision, nor in any way affect the validity of the terms of conditions and/or assurances and certifications, or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

19. Agreement Contacts

Unless otherwise stated in writing to OEMR, the Project Sponsor's project coordinator will be the Authorized Representative listed on the Grant application.

Questions regarding this Agreement should be directed to the Project Officers:

- Andrew Mentzer at Andrew.mentzer@oer.idaho.gov or at (208) 332-1677
- George Lynch at George.Lynch@oer.idaho.gov or at (208) 332-1679

For coordination and consistency on this project, all related correspondence will be directed through the identified OEMR Project Officers and Project Sponsor's project coordinator.

20. Indemnification

The Project Sponsor must defend, indemnify, and save harmless OEMR, its officers, agents, employees, and volunteers, from and against any and all liability, claims, damages,



losses, expenses, actions, settlements, attorney fees, and lawsuits whatsoever caused by, arising out of, or in connection with Project Sponsor's acts or omissions under the terms and conditions of this Agreement, to the extent Project Sponsor fails to comply with any state or federal statute, law, regulation, or rule.

Upon receipt of the State's tender of indemnity and defense in accordance with this Agreement, the Project Sponsor must immediately take all reasonable actions necessary, including, but not limited to, providing a legal defense for the State, to begin fulfilling its obligation to indemnify, defend, and save harmless the State. The Project Sponsor's indemnification and defense obligations described herein will apply regardless of any allegations that a claim or lawsuit is attributable in whole or in part to any act or omission of the State under this Agreement. However, if it is determined by a final judgment that the State's negligent act or omission is the sole proximate cause of a suit or claim, the State will not be entitled to indemnification from the Project Sponsor with respect to such suit or claim, and the State, in its discretion, may reimburse the Project Sponsor for reasonable defense costs attributable to the defense provided by any Special Deputy Attorney General.

Any legal defense provided by the Project Sponsor to the State under this section must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the Attorney General of the State of Idaho as a Special Deputy Attorney General pursuant to Idaho Code Sections 67-1401(13) and 67-1409(1).

21. Relationship of Parties

It is distinctly and particularly understood and agreed between the applicable parties that OEMR are in no way associated or otherwise connected with the performance of any deliverable outlined in this Agreement, the Project Sponsor's employment of labor, or other expenses incurred by the Project Sponsor in completion of the work. The Project Sponsor is solely and personally liable for all labor, taxes, insurance, bonding, licensing, permitting, construction, engineering, and other expenses—except as specifically stated herein—and for any and all damages in connection with the execution of this Agreement, whether for personal injuries or damages of any other kind.

22. Governing Law and Severability

The terms and conditions will be construed in accordance with and governed by the laws of the State of Idaho. Any action to enforce the provisions of the terms and conditions will be brought in State district court in Ada County. In the event any term of the terms and conditions is held to be invalid or unenforceable by a court of competent jurisdiction, the remaining terms of this Agreement will remain in full force and effect.

23. Authority to Enter into Agreement

Each party to this Agreement represents and warrants that it has the full power and authority to enter into this Agreement and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of the Agreement.



Project Sponsor represents that it is a/an _____, duly formed and authorized to do business in the state of Idaho.

24. Counterparts

This Agreement may be executed in multiple counterparts (each of which is to be deemed original for all purposes). Counterparts may be delivered by email, fax or other form of electronic delivery.

25. Agreement not to be Construed Against Drafter

This Agreement shall not be construed more strictly against one party than the other merely by virtue of the fact that it may have been initially drafted by one of the parties or their counsel, since both parties have contributed substantially and materially to the preparation hereof.

26. Termination for Fiscal Necessity

OEMR is a government entity and it is understood and agreed that any rebate under this Agreement shall be paid from Idaho State Legislative appropriations, funds granted by the federal government, or both. The Legislature is under no legal obligation to make appropriations to fulfill the Agreement. Additionally, the federal government is not legally obligated to provide funds to fulfill the Agreement. The Agreement shall in no way or manner be construed so as to bind or obligate the state of Idaho beyond the term of any particular appropriation of funds by the Idaho State Legislature, or beyond any federal funds granted to the state, as may exist from time to time. OEMR reserves the right to terminate this Agreement in whole or in part (or any order placed under it) if, in its sole judgment, the Legislature of the state of Idaho fails, neglects, or refuses to appropriate sufficient funds as may be required for OEMR to continue such payments, or requires any return or "give-back" of funds required for OEMR to continue payments, or if the Executive Branch mandates any cuts or holdbacks in spending, or if funds are not budgeted or otherwise available (e.g. through repeal of enabling legislation), or if OEMR discontinues or makes a material alteration of the Program under which funds were provided, or if federal grant funds, if applicable, are discontinued. OEMR shall not be required to transfer funds between accounts in the event that funds are reduced or unavailable. All affected future rights and liabilities of the parties shall thereupon cease within ten (10) calendar days after notice to the Project Sponsor. Further, in the event that funds are no longer available to support the Agreement, as described herein, OEMR shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential or other damages resulting therefrom. At Contractor's request, OEMR shall promptly provide supplemental documentation as to such Termination for Fiscal Necessity. Nothing in this section shall be construed as ability by OEMR to terminate for its convenience.

27. Officials not personally liable; No Waiver of Sovereign Immunity

In no event shall any official, officer, employee or agent of the state of Idaho or of OEMR be liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with the Agreement, express or implied. The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by OEMR or the state of Idaho of any immunities from suit or from liability that OEMR or the state of Idaho may have by operation of law.



28. Non-discrimination

The Project Sponsor shall provide all services affected by this Agreement without discrimination on the basis of race, color, national origin, religion, sex, age, or physical/mental impairment, and shall comply with all relevant sections of the following laws to the extent that each is applicable to the Company: Title VI of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; The Age Discrimination in Employment Act of 1967; Title IX of the Education Amendments of 1972; The Age Discrimination Act of 1975; The Americans With Disabilities Act of 1990; ; Department of Labor Regulations, codified at 41 CFR Part 60; Section 402 of the Vietnam Era Veterans Readjustment Assistance Act of 1974. The Company shall comply with pertinent amendments to such laws made during the term of this Agreement and with all federal and state rules and regulations implementing such laws.

29. Entire Agreement

This Agreement constitutes the entire agreement between the parties and shall not be modified except in writing executed by all parties hereto. The Recitals set forth above and all Exhibits attached hereto are incorporated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date last signed below.

IDAHO GOVERNOR'S OFFICE OF ENERGY AND MINERAL RESOURCES

By: _____
Richard W. Stover, Administrator

Dated: _____

[NAME], a/an _____

By: _____
Its: _____

Dated: _____

Attachment A

Funded Equipment/Services Approved Budget and Project Milestones

**Funded Equipment Information and
Project Milestones**

Project Sponsor: City of Bonner's Ferry

Energy Resilience Project Component	Cost	Line Item Description
Professional Services		Provided by City of Bonner's Ferry
Total Estimated Project Costs	350,000	
Match Funding by Applicant	117,000	
Total Funding Request to Trust	233,000	

Project Milestones	Proposed Completion Date	Notes
Grant approval	November 3, 2022	
Completion of control system design and cost estimate	November, 2022	
Receive parts for control system	March 1, 2023	
Completion of parts installed	September 30, 2023	
New control system commissioning	October 31, 2023	

Attachment B

Energy Resiliency Grant Program Application

OEMR Grant Application— City of Bonners Ferry – Hydro Controls Upgrade



October 2022

Application Summary

Submitted to

Governor's Office of Energy and Mineral Resources 304 N 8th St, Suite 250
Boise, ID 83702

Submitted by

City of Bonners Ferry 7232 Main St.
Bonners Ferry, ID 83805

Contact Person(s)

Mike Klaus, City Engineer 208-267-0357
mklaus@bonnersferry.id.gov

Total Projected Cost

\$350,000

Amount Sought

\$300,000

Statement of Need

The City has a capital plan that includes several projects that would enhance our system resilience significantly. The project selected for this application includes upgrading our controls system at our Moyie Dam Powerhouses. Our current control system is outdated and often experiences problems related to unplanned BPA outages, that can cause our generators significant problems. The control problems also cause operational problems at the Moyie Substation where our hydro power is delivered. Once the control project is complete, the City will be able to provide greater power reliability to its customers.

The City completed a spillway rehabilitation project in early October 2022 that cost 4.1 million dollars. In 2021 and 2022 the City has experienced a drop in reserves because of inflation and other economic factors. This drop in reserves has caused the City to delay the controls project to 2024. With a grant from the OEMR, the City could begin the project in late 2022 and complete it in 2023.

Project Benefits

The enhanced controls will provide a more reliable system that operates correctly when a BPA outage occurs. Currently, when the City loses power from BPA our generators are bumped offline, causing a more widespread outage to our customers. The new control system will also protect our generators, allowing the City to maintain continuous, reliable power. One benefit to applying for this particular project is that a consultant engineering company is currently

working on the design of the new control system, which should be complete by October 31, 2022. At that time, our consultant will also provide detailed cost estimate for the project.

Project Timeline/Key Milestones

Activity	Projected Date
Milestone 1: Completion of Control System Design and Cost Estimate	October 31, 2022
Milestone 2: Receive Parts for Control System	March 1, 2023
Milestone 3: Completion of Parts Installation	September 30, 2023
Milestone 4: New Control System Commissioning	October 31, 2023

Project Cost/Funding Request

It is anticipated that the total project cost including engineering design, parts, installation, and commissioning will cost approximately \$350,000. An engineering firm is currently designing the new control system and will provide a total project budget for the project by October 31, 2022. If necessary, the funds applied for could be adjusted at that time if requested by the Idaho OEMR.

A project budget cost was put together for the City in May of 2022 that was approximately \$269,000. However, the City has a contract with that consultant to provide a preliminary design that is expected to be closer to \$300,000 to \$350,000 because the scope was changed to incorporate a more comprehensive solution to our problems at the powerhouses. Attached with this application is the estimate that was provided in May of 2022 by Schweitzer Engineering Laboratories.

Budget

Item Description	Price
Engineering design, parts and equipment procurement, installation, and equipment commissioning, as-built drawings.	\$350,000
Total	\$350,000

Project Location/Community Impact

The project is located at the City's powerhouses on the Moyie River adjacent to the dam, which is approximately seven miles northeast of the City. The City of Bonners Ferry produces 25 to 30% of its own power with the Moyie dam, making it very important to ratepayers. In May of 2020, the City passed a bond for approximately 4.1 million dollars to repair the spillway of dam in order to keep it viable as a reliable power resource. The fact that voters passed the bond by over 90% told City leaders just how important the hydroelectric facility is to the ratepayers.

With the spillway project completed, the City is now focused on the controls and operational durability of the system. In the past 12 months, the City has experienced a high number of BPA outages which create significant operational problems at the powerhouses. With a more reliable control system, City hydro operators could bring the generators online much sooner, reducing down time and outage lengths.

About The City of Bonners Ferry

The City of Bonners Ferry provides power to over 4,000 residents in Boundary County, and has operated a hydroelectric system since the 1930's. The city electric staff include four linemen, two hydro operators, and an electrician/meterman.

The city produces 25 to 30% of its own power and purchases the remainder directly from BPA through three different substations. The City of Bonners Ferry is one of twenty-three municipal power providers in Idaho.

Additional Information

Attached with this application are the following:

- The City's electric capital plan, in spreadsheet format.
- Budgetary Estimate for the Controls System Upgrade from Schweitzer Engineering Laboratories



Please see instructions on second page before filling out the form.

1. Project Sponsor: _____ 2. Rebate Agreement #: _____

3. Invoice Date: _____ 4. Invoice Number: _____ 5. Invoice Amount: _____

6. Rebate Amount: _____ 7. Rebate Percentage Requested: _____

In accordance with the terms of the Rebate Agreement, OEMR requests a rebate as follows:

**Copies of all invoices and photos must be attached to this form for rebate request processing.*

8. Included in Rebate Request Package:

Equipment Installation/Service Provided:

Checklist:

* Copies of itemized invoices for all project activities including:

- Date of purchase/service

- Cost of purchase/service

- Itemization of options selected, taxes, and shipping charges

- Specifications of equipment (Make, Model, and Serial Number)

* Copy of the bill of lading (proof of delivery) (if relevant)

* Photos of installed completed project including:

- Photos of pre-project site (before pictures)

- Photos of completed projects (after pictures)

- Labels identifying make, model, and serial number (as applicable)

* Description of consumer price impact

Certification of Truth, Accuracy, and Completeness (by Authorized Representative):

I hereby certify these expenditures were made in support of the Volkswagen Vehicle Replacement Program as outlined in the Rebate Agreement referenced in #2 above. I further certify that all charges are to the best of my knowledge true, correct, and complete.

Important Note: DEQ accepts forms electronically via e-mail (PDF version) as long as it has a representation of the actual signature of the authorized representative.

9. Authorized Representative Signature: _____

10. Date:

11. Print Name: _____

12. Title:

For OEMR Internal Use Only:

I find this request to be consistent with the Energy Resiliency Grant Program Rebate Agreement and all funding conditions have been met.

13. OEMR Project Officer Signature: _____ **Date:**

**14. OEMR
Administrator Signature:** _____ **Date:**

Attachment D

Example Reporting Templates:

- **Progress Report**
- **Project Completion Report**
- **One-Year Results Report**

Example Progress Report

[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]

[DATE]

[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]

Dear [OEMR CONTACT]:

We submit the following information as our progress report to OEMR one (1) year after grant award date to maintain our Energy Resiliency Grant Program Agreement. The Progress Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

Updates on the milestones achieved since the project start.

- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
 - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
 - Expected reduction in outage time
 - Expected and realized wildfire risk reduction
 - Consumer affordability impact.
- Photocopy evidence of permits obtained and associated inspections completed (in any).
- Expected timeline on any further permits needed or inspections that will need to be completed (if any).
- Expected timeline for remaining milestones (Attachment A).
 - Any requests for changes to the timeline.
- If the project has been completed within the first year, the Progress Report should follow the format of the Project Completion Report, supplemented as set forth above.

PLEASE NOTE: If the project has been completed within the first year, the Progress Report should follow the format of the Annual Monitoring Report.

Regards,

[Authorized Representative Signature]

cc: [any other project sponsor contacts]

Example Project Completion Report

[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]

[DATE]

[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]

Dear [OEMR CONTACT]:

We submit the following as our Project Completion Report in order to maintain our Energy Resilience Grant Program Agreement with OEMR. The project has been completed and we have attached our complete reimbursement request for projects costs.

The Project Completion Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable
- Before pictures
- Photographs of all the equipment installed and final site location(s)
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any)
- Completed Project Sponsor Reimbursement Request Form
- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
 - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
 - Expected reduction in outage time
 - Expected and realized wildfire risk reduction
 - Consumer affordability impact.

Regards,

[Authorized Representative Signature]

cc: **[any other project sponsor contact]**

Example One-Year Results Report

[MUST BE PRINTED ON THE APPLICANT'S LETTERHEAD]

[DATE]

[OEMR ERG AGREEMENT #] [PROJECT SPONSOR NAME]

Dear [OEMR CONTACT]:

We submit the following as our Project Completion Report in order to maintain our Energy Resilience Grant Program Agreement with OEMR. The project has been completed and we have attached our complete reimbursement request for projects costs.

The Project Completion Report includes the following: **[ATTACH THESE ITEMS AS PAGES FOLLOWING THIS LETTER with a title corresponding to the bulleted list.]**

The Project Completion Report must include the following:

- Itemized project invoice(s), if applicable
- Before pictures
- Photographs of all the equipment installed and final site location(s)
- Photocopies of all permits obtained, and associated inspections completed, including any permits not reported on in the Progress Report (if any)
- Completed Project Sponsor Reimbursement Request Form
- Quantitative metrics on energy resilience and reliability metrics of the project and its effect on energy prices for consumers, such as, but not limited to:
 - Improvements to distribution reliability indices (e.g. Improvements to distribution reliability indices such as CAIDI, SAIDI, SAIFI, CMI, ASAI)
 - Expected reduction in outage time
 - Expected and realized wildfire risk reduction
 - Consumer affordability impact.

Regards,

[Authorized Representative Signature]

cc: [any other project sponsor contact]



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: October 28, 2022
RE: **Electric – Moyie Powerplant Unit 1 Overhaul**

On December 1, 2022, the City received one bid for the Moyie Powerplant Unit 1 Overhaul from Riverside Inc. for \$188,980.00. Staff estimated this amount to be approximately \$200,000. This amount is the base bid and does not include any of the Alternates identified in the bid documents. The Alternates listed by staff in the bid documents are items that have the potential to be a change order but will not be known until after the unit is disassembled and inspected. I reviewed the bid documents from Riverside and have found them to responsive with respect to the Contract Document for this project.

Attached with this memo is a summary of the bid provided by Riverside Inc. I recommend that Council approve the bid and award the project to Riverside Inc. for the Unit 1 Overhaul, for the base bid amount of \$188,980.00.

Thank you,

A handwritten signature in blue ink that reads "Mike".

Mike

City of Bonners Ferry
 Unit 1 Overhaul Bid
 Bidder : Riverside Inc.
 12/1/2022

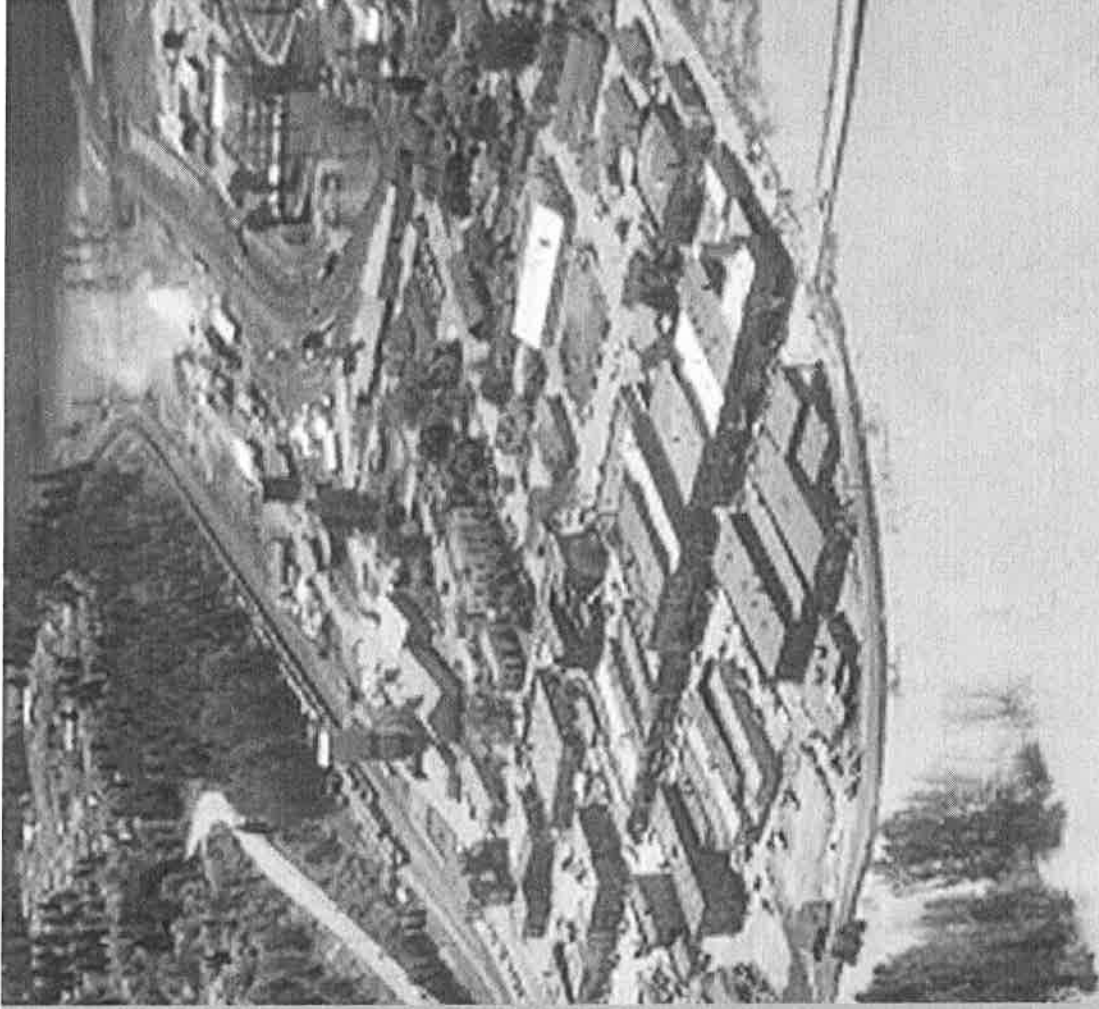
Item	Price Per Unit	Unit	Qty	Sub Total	Anticipated Work
Base Bid	\$ 188,980.00	Lump Sum	1	\$ 188,980.00	\$ 188,980.00
Alternate A - Upper Guide Bearing	\$ 5,642.00	Lump Sum	1	\$ 5,642.00	
Alternate B - Thrust Bearing	\$ 11,816.00	Lump Sum	1	\$ 11,816.00	
Alternate C - Lower Guide Bearing	\$ 5,642.00	Lump Sum	1	\$ 5,642.00	
Alternate D - Intermediate Bearing	\$ 5,862.00	Lump Sum	1	\$ 5,862.00	\$ 5,862.00
Alternate E - Turbine Bearing	\$ 5,862.00	Lump Sum	1	\$ 5,862.00	
Alternate F - Replace Case Rings	\$ 14,896.00	Lump Sum	1	\$ 14,896.00	
Alternate G - Re-Varnish Rotor/Stator	\$ 4,000.00	Lump Sum	1	\$ 4,000.00	
Alternate H - Re-Mobilization Fee	\$ 8,550.00	Lump Sum	1	\$ 8,550.00	
Alternate I - Field Time	\$ 225.00	Hour	80	\$ 18,000.00	
Alternate J - Shop Time	\$ 95.00	Hour	80	\$ 7,600.00	
Other Potential Change Orders - Estimated	\$ 20,000.00	Lump Sum	1	\$ 20,000.00	\$ 20,000.00

Expected Project Total \$ 214,842.00

File # AM17-22:

AMENDMENT TO TITLE 13, FLOOD CONTROL:

The City of Bonners Ferry has initiated an amendment to Bonners Ferry City Code to repeal the current flood control code and replace it with a new Flood Damage Prevention ordinance (Title 13). The purpose of the amendment is to reflect the requirements of the National Flood Insurance Program and standards of the State of Idaho Disaster Preparedness Act. The proposed ordinance: provides definitions; establishes administrative procedures, development standards within the floodplain, appeal and variance processes; creates exceptions for low-cost accessory buildings; provides that violation of the code is a misdemeanor; and provides for severability and an effective date. **THE PLANNING & ZONING COMMISSION RECOMMENDED APPROVAL TO CITY COUNCIL FOLLOWING ITS PUBLIC HEARING**



REVIEW HEARING PROCEDURES

- LEGISLATIVE HEARING
- DISCLOSURES (LIMITED IN LEGISLATIVE MATTERS)
- OVERVIEW OF PROCEEDINGS
- PRESENTATIONS BY STAFF (APPLICANT IS CITY)
- QUESTIONS FROM P&Z
- TESTIMONY
 - IN FAVOR
 - NEUTRAL
 - OPPOSED

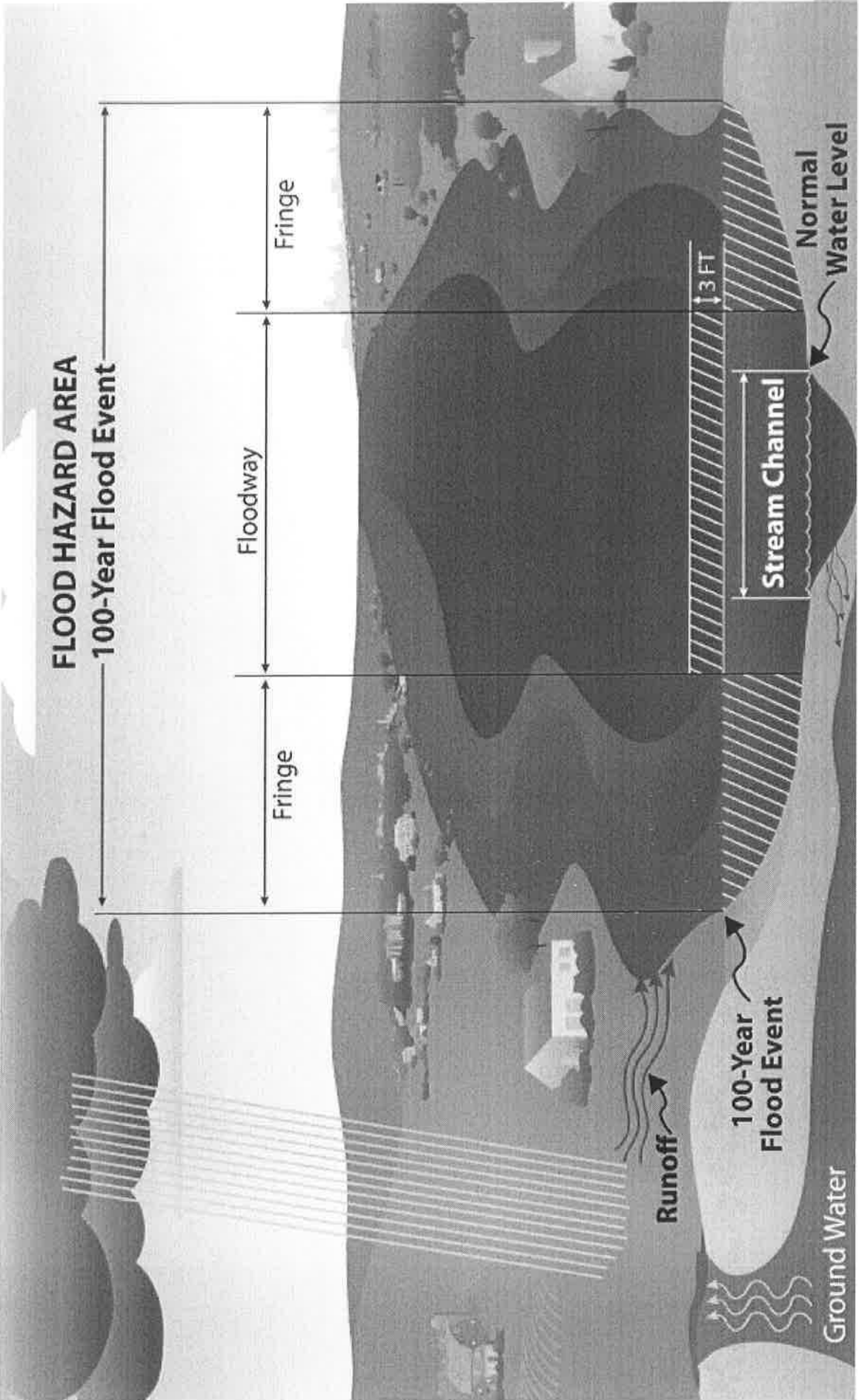
REBUTTAL (CITY IS APPLICANT)
DELIBERATION/RECOMMENDATION

AUTHORITY & NOTICE

- Idaho State Disaster Preparedness Act, Title 46, Chapter 10
 - Although this section of Idaho Code is not within the Local Land Use Planning Act, the Preparedness Act does acknowledge that the local governments have the primary responsibility to plan, adopt, and enforce land use regulations to accomplish floodplain management. In considering this ordinance, the City of Bonners Ferry has provided legal notice and followed public hearing procedures in accord with the minimum standards of the Local Land Use Planning Act.
 - Notice given in accord with Local Land Use Planning Act
 - No written testimony received to date

Flood damage prevention amendment

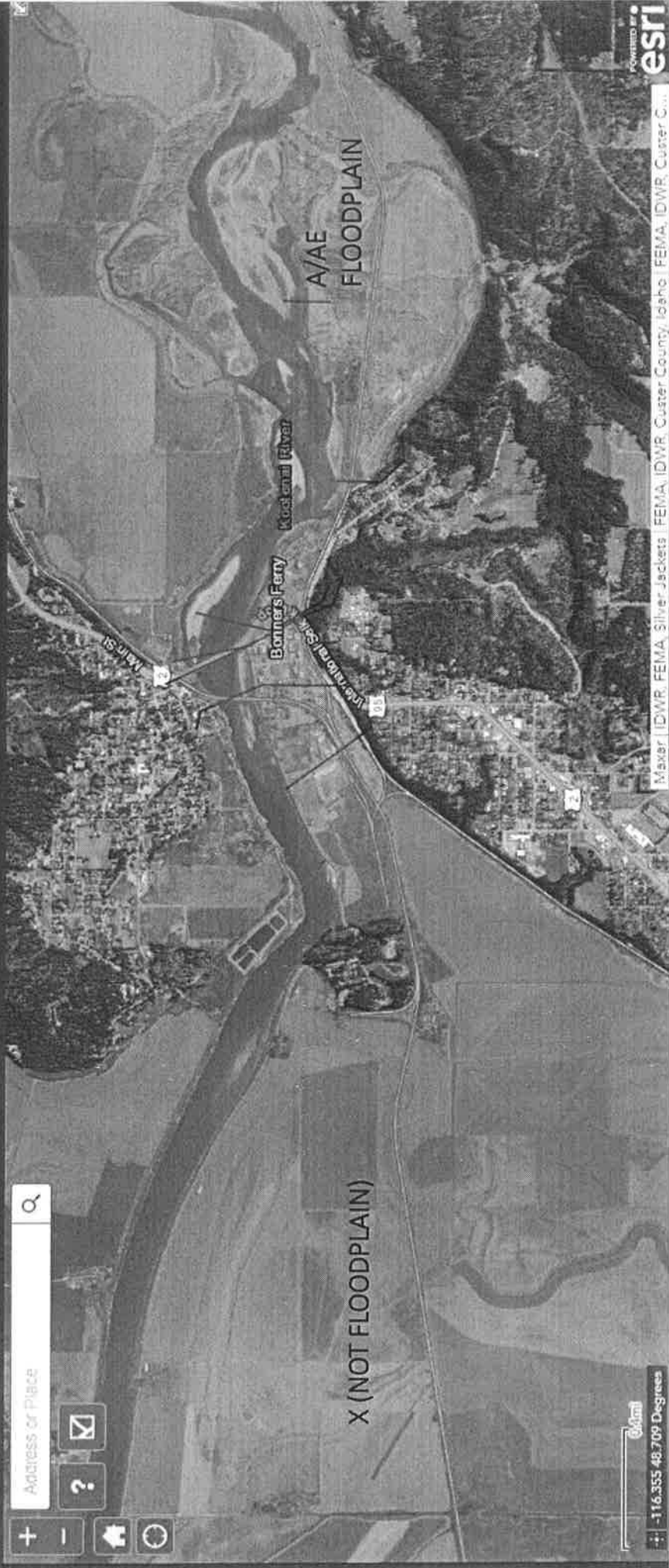
- Provided in response to FEMA REGION 10 visit with Bonners Ferry in May of 2022. (COMMUNITY ASSISTANCE VISIT)
 - Found Bonners Ferry Title 13 needs to be updated to comply with federal & state codes
 - Once adopted, state would consider city compliant with minimum National Flood Insurance Program standards
 - Compliance means city can stay in the National Flood Insurance Program
- Repeals Title 13 “Flood Control” code replaces with revised ordinance based upon state model ordinance and retitled “Flood Damage Prevention Ordinance.”
- Written in American Legal codifiers’ numbering format



Idaho Flood Hazard Map

FEMA Hub Home IDWR Home

Map navigation controls including zoom in (+), zoom out (-), home, and refresh buttons. A search bar labeled "Address or Place" with a magnifying glass icon is also present.



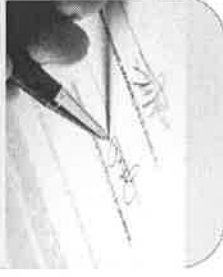
Scale bar showing 0.00mi and coordinates: -116.355 48.709 Degrees

Map by IDWR, FEMA, Silver Jackets | FEMA, IDWR, Custer County, Idaho | FEMA, IDWR, Custer Co. | POWERED BY esri

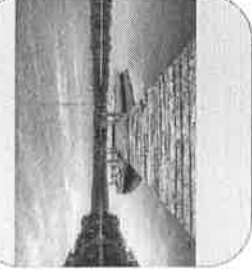
What's new



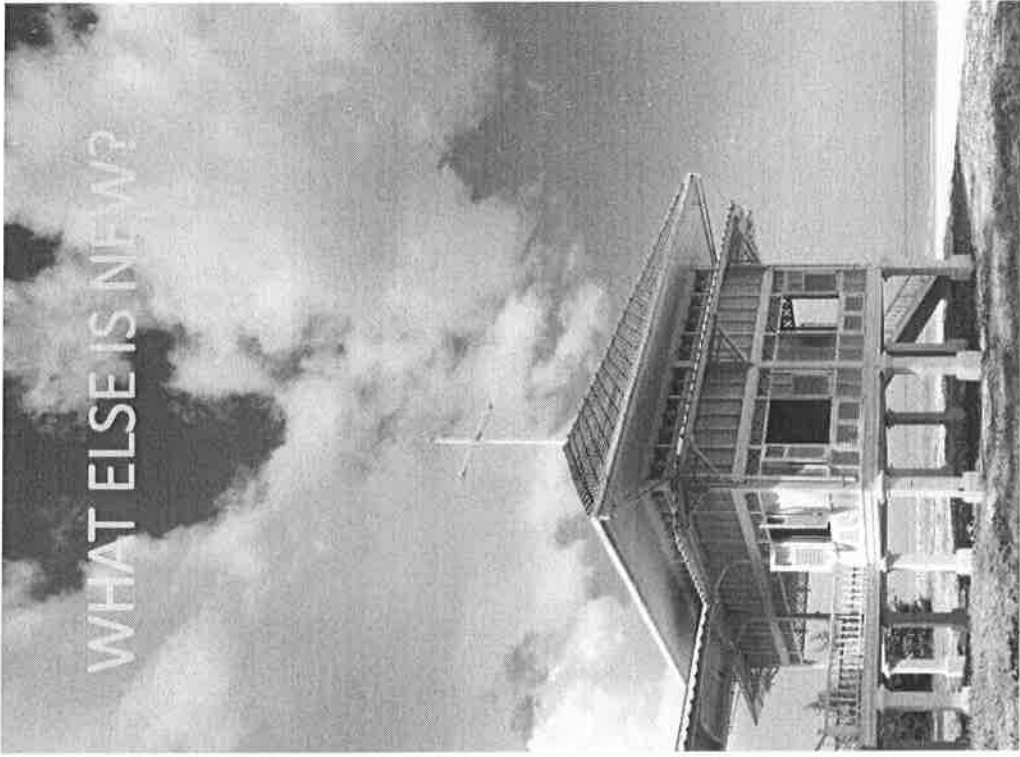
Definitions: 60 new definitions (18 new)
Adds mudslides/collapses to flooding definition
Inserts date Bonners Ferry entered insurance program
Explains Technical Bulletins



Sets penalties as misdemeanor
Allows revocation of permits in violation
Inspections & stop work orders authorized
Strengthens language for application & certificate requirements

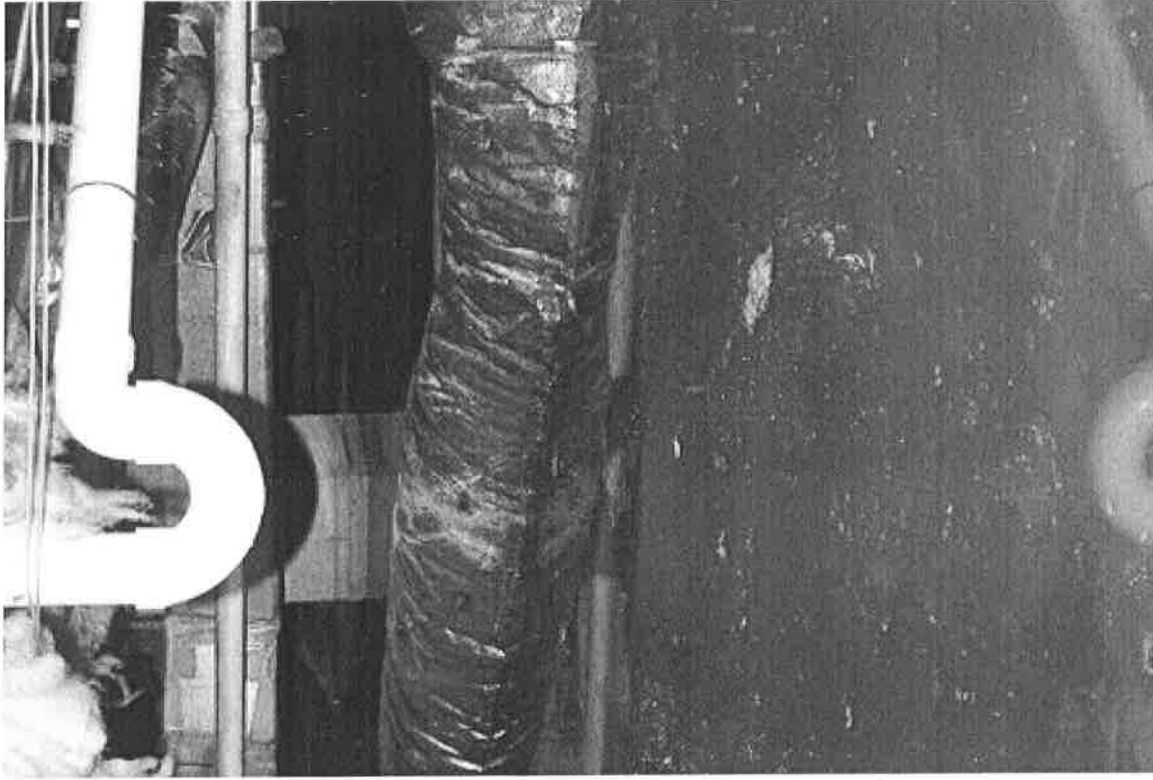


Sets corrective actions, appeals
Assigns variance hearings to Council (state model called for new Board)
Expressly lists development in standards section – to include docks, piers, rip-rap, etc.



- * Solid waste, hazardous material/salvage yards need floodplain variance
- * Mobile home parks and subdivisions require evacuation plan
- * Requirements for remodels/additions clarified
- * Loophole for 50% repairs/remodels closed – now a 5-year limit
- * New exemptions for low-cost accessory structures of \$10,000 or less
- * Standards for gas/liquid storage tanks added
- * Walls or fences that could block floodwaters addressed
- * New subdivision plat notes required
- * Crawlspace issues





Crawlspace considerations

- State model ordinance now sets standards for below-grade crawlspaces
 - Advises higher insurance premiums – up to \$500/ft. additional, per technical guidance
 - Potential collapse of walls during flood event due to flood forces and super-saturated soils
 - Possible conversion to living space
 - Potential loss/damage to HVAC equipment, structural members
- FEMA identified crawlspaces as “basements” prior to 2001
- Study confirmed NFIP claim history did not show evidence of losses or structural damage if certain structural standards met
- IDWR had urged cities to prohibit below-grade



Acceptable crawlspace standards

- Below-grade crawlspace construction in accordance with the requirements listed above will not be considered basements.

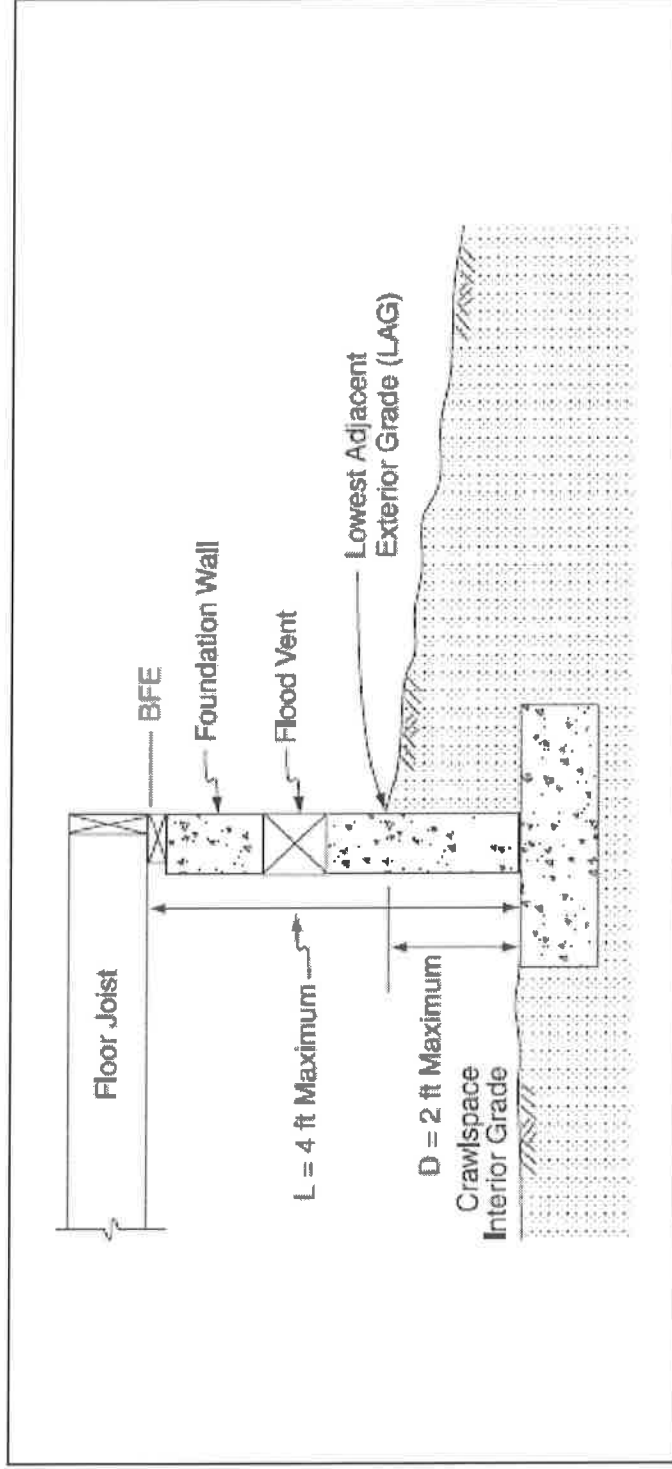


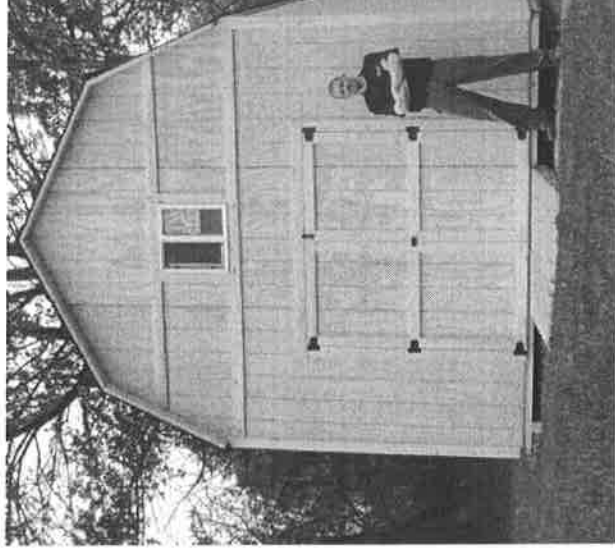
Figure 3 Requirements regarding below-grade crawlspace construction.

Crawlspace requirements

- Must have adequate drainage system in event of flood
- Cannot have in “floodway,” where velocity of flood event and debris occur
- Maximums for height of wall and interior/exterior grades set

Low-cost exemptions

- Section G of 13-5-2, Specific Standards
- New provisions to allow for exemptions to floodproofing or elevating for low-cost accessory structures of \$10,000 or less and a footprint of 600 square feet or less if:
 - Not for human habitation
 - Not temperature controlled
 - Low flood damage potential
 - Anchored; provide limited resistance to flood water
 - Utilities properly protected
 - Flood opening required
 - Used to be 200 sq ft



Under the Flood Insurance Reform Act of 2012, You Could Save More than \$90,000 over 10 Years if You Build 3 Feet above Base Flood Elevation*

**PREMIUM AT 4 FEET BELOW
BASE FLOOD ELEVATION**

**\$9,500/year
\$95,000/10 years**



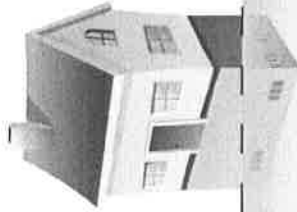
**PREMIUM AT
BASE FLOOD ELEVATION***

**\$1,410/year
\$14,100/10 years**



**PREMIUM AT 3 FEET ABOVE
BASE FLOOD ELEVATION**

**\$427/year
\$4,270/10 years**



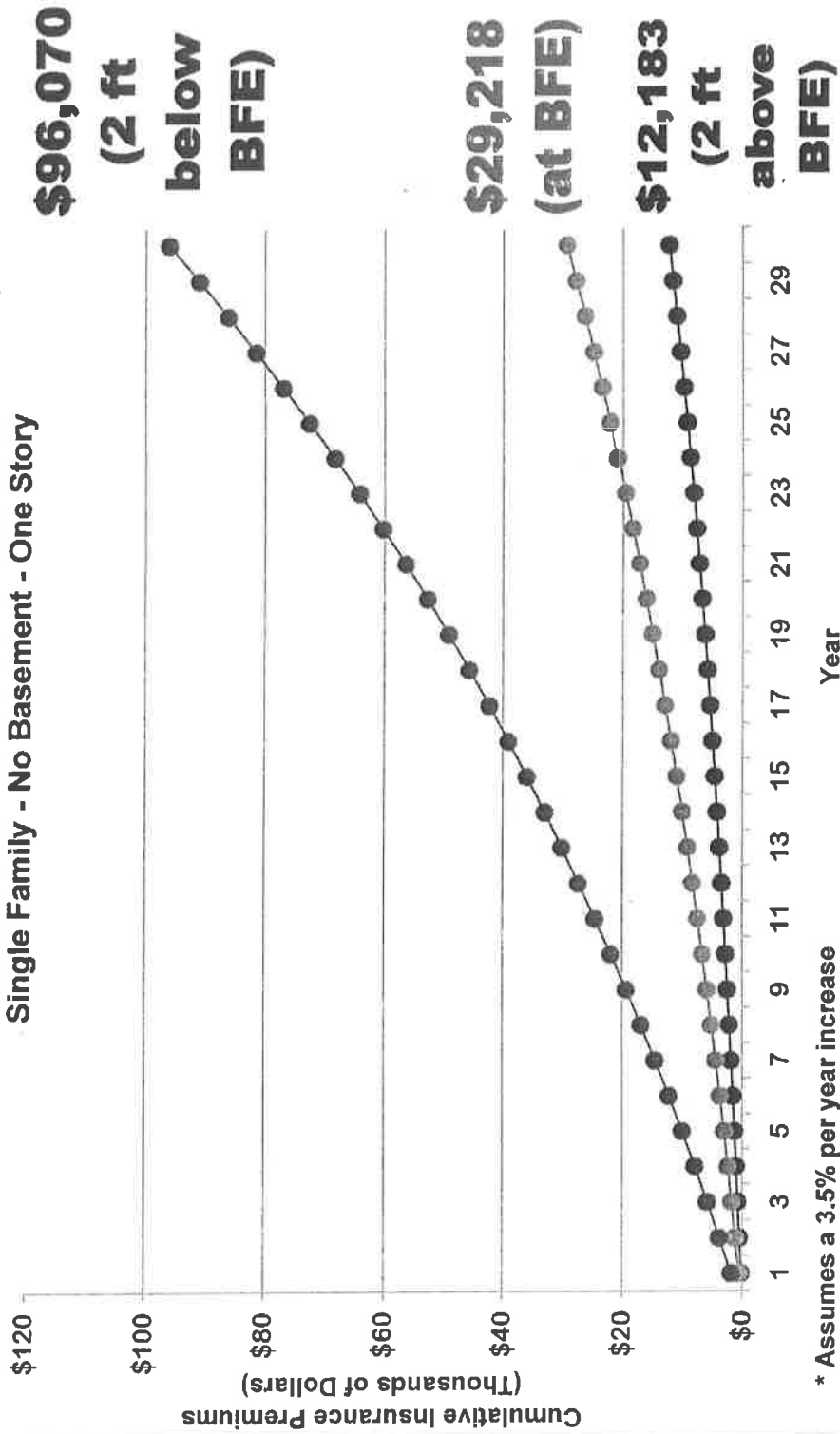
Freeboard

- Bonners Ferry proposes to leave the current regulation to floodproof/elevate to “at or above base flood elevation” rather than add 1 or more feet of additional safety recommended in the model ordinance (called freeboard)
- Added elevation can reduce insurance costs
- Can give extra measure of protection

*\$250,000 building coverage only (does not include contents). AE (high to moderate risk) zone, single-family, one-story structure without a basement at: 4 feet below Base Flood Elevation (BFE), at BFE, and at 3 feet above BFE. (Rating per FEMA flood insurance manual, October 1, 2012). The illustration above is based on a standard National Flood Insurance Program (NFIP) deductible.

30-Yr Comparison of Flood Rates

Zone AE - Post-FIRM Building - \$100,000 structural coverage
Single Family - No Basement - One Story



* Assumes a 3.5% per year increase

ORDINANCE NO. 605

AN AMENDMENT TO TITLE 13, BONNERS FERRY CITY CODE

SHORT TITLE: FLOOD DAMAGE PREVENTION ORDINANCE

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING BONNERS FERRY CITY CODE, TITLE 13, FLOOD CONTROL, AND REPLACING IT WITH A NEW TITLE 13, FLOOD DAMAGE PREVENTION THAT REFLECTS THE REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM AND THE STANDARDS OF THE STATE OF IDAHO DISASTER PREPAREDNESS ACT; TO PROVIDE: DEFINITIONS; A BASIS FOR THE FLOODPLAIN AND REGULATIONS; ADMINISTRATIVE PROCEDURES; DEVELOPMENT PERMITTING AND STANDARDS; APPEAL AND VARIANCES PROCESSES; EXCEPTIONS; A VIOLATIONS PROCESS; ESTABLISHMENT OF PENALTIES AS A MISDEMEANOR; CIVIL REMEDIES; AND TO PROVIDE SEVERABILITY; AN EFFECTIVE DATE THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Constitution of the State of Idaho, Article XII, Section 2, the Local Land Use Planning Act, Title 67, Chapter 65, and the Idaho Municipal Corporations Title 50, Chapters 3 and 9 provide authority for the City of Bonners Ferry, Idaho to adopt ordinances establishing land use standards; and,

WHEREAS, the State of Idaho Disaster Preparedness Act, Title 46, Chapter 10, authorizes local governments to adopt floodplain maps and a floodplain management ordinance to minimize flood hazards and to protect life, health, and property from flooding; and

WHEREAS, Idaho Code §46-1020(c) recognizes local governments have the primary responsibility for planning, adoption, and enforcement of land use regulations to accomplish proper floodplain management; and

WHEREAS, the City of Bonners Ferry has completed a Community Assistance Visit with the Federal Emergency Management Agency and has been advised to update its flood damage prevention ordinance to reflect current minimum state and federal floodplain regulations; and

WHEREAS, the City of Bonners Ferry desires to continue to meet the requirements of the National Flood Insurance Program and the Idaho Disaster Preparedness Act and to continue a floodplain management program; and

WHEREAS, the Planning and Zoning Commission on September 15, 2022, held a duly noticed public hearing in accordance with the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code and recommended to the City Council approval of the Flood Damage Prevention Ordinance, File #AM17-22; and

WHEREAS, the Bonners Ferry City Council considered the ordinance and on its first reading December 6, 2022, and dispensed with the rules for reading the ordinance in full.

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

SECTION 1: ADOPTION:

PART A:

Title 13, Flood Control, of Bonners Ferry City Code, the community’s initial Flood Damage Prevention Ordinance adopted August 13, 1974, and the Flood Damage Prevention Ordinance #357 adopted August 6, 1985, are hereby repealed in their entireties, and a new Title 13, Flood Damage Prevention Ordinance, is hereby adopted, which shall read as follows:

TITLE 13

FLOOD DAMAGE PREVENTION

CHAPTER 1

AUTHORITY AND PURPOSE

SECTION:

13-1-1: Statutory Authority:

The Legislature of the State of Idaho, pursuant to Idaho Code §§ 46-1020, 46-1023, and 46-1024, authorizes local governments to adopt floodplain management ordinances that identify floodplains and minimum floodplain development standards to minimize flood hazards and protect human life, health, and property.

13-1-2: Findings of Fact:

- A. The flood hazard areas of the City of Bonners Ferry are subject to periodic inundation that results in:
 - 1. Loss of life and property;
 - 2. Health and safety hazards;
 - 3. Disruption of commerce and governmental services;

4. Extraordinary public expenditures for flood relief and protection; and
 5. Impairment of the tax base, all of which adversely affect the public health, safety, and general welfare.
- B. These flood losses may be caused by development in flood hazard areas, which are inadequately elevated, flood-proofed, or otherwise unprotected from flood damages, and by the cumulative effect of obstructions in floodplains causing increases in flood heights and velocities.
 - C. Local government units have the primary responsibility for planning, adopting, and enforcing land use regulations to accomplish proper floodplain management.

13-1-3: Statement of Purpose:

The purpose of this title is to promote public health, safety, and general welfare and to minimize public and private losses due to flood conditions in specific areas by provisions designed to:

- A. Protect human life, health, and property;
- B. Minimize damage to public facilities and utilities such as water purification and sewage treatment plants, water and gas mains, electric, telephone and sewer lines, streets, and bridges located in floodplains;
- C. Help maintain a stable tax base by providing for the sound use and development of flood prone areas;
- D. Minimize expenditure of public money for costly flood control projects;
- E. Minimize the need for rescue and emergency services associated with flooding, generally undertaken at the expense of the general public;
- F. Minimize prolonged business interruptions;
- G. Ensure potential buyers are notified the property is in an area of special flood hazard; and
- H. Ensure those who occupy the areas of special flood hazard assume responsibility for their actions.

13-1-4: Objectives and Methods of Reducing Flood Losses:

In order to accomplish its purpose, this title includes methods and provisions to:

- A. Require that development which is vulnerable to floods, including structures and facilities necessary for the general health, safety, and welfare of citizens, be protected against flood damage at the time of initial construction;
- B. Restrict or prohibit development which are dangerous to health, safety, and property due to water or erosion hazards, or which increase flood heights, velocities, or erosion;
- C. Control filling, grading, dredging, and other development which may increase flood damage or erosion;
- D. Prevent or regulate the construction of flood barriers that will unnaturally divert flood waters or that may increase flood hazards to other lands;
- E. Preserve and restore natural floodplains, stream channels, and natural protective barriers which carry and store flood waters.

CHAPTER 2

DEFINITIONS

SECTION:

13-2-1: Interpretation:

Unless specifically defined below, words or phrases used in this title shall be interpreted according to the meaning they have in common usage and to give this title its most reasonable application.

13-2-2: Definitions:

ACCESSORY AND AGRICULTURAL STRUCTURES (APPURTENANT STRUCTURE): A structure on the same lot or parcel as a principal structure, the use of which is incidental and subordinate to the principal structure.

ADDITION (TO AN EXISTING BUILDING): An extension or increase in the floor area or height of a building or structure.

AGRICULTURAL STRUCTURES (APPURTENANT STRUCTURE): A structure that is used exclusively in connection with the production, harvesting, storage, raising, or drying of agricultural commodities and livestock; specifically excludes any structures used for human habitation.

APPEAL: A request for review of the Floodplain Administrator's interpretation of provisions of this title or request for a variance.

AREA OF SPECIAL FLOOD HAZARD: See Special Flood Hazard Area (SFHA).

BASE FLOOD: The flood having a one (1) percent (1%) chance of being equaled or exceeded in any given year.

BASE FLOOD ELEVATION (BFE): A determination by the Federal Insurance Administrator of the water surface elevations of the base flood, that is, the flood level that has a one percent or greater chance of occurrence in any given year. When the BFE has not been provided in a Special Flood Hazard Area, it may be obtained from engineering studies available from a Federal, State, or other source using FEMA-approved engineering methodologies. This elevation, when combined with the Freeboard, establishes the Flood Protection Elevation.

BASEMENT: Any area of the building having its floor sub grade (below ground level) on all sides.

BUILDING: See Structure.

CRITICAL FACILITIES: Facilities that are vital to flood response activities or critical to the health and safety of the public before, during, and after a flood, such as a hospital, emergency operations center, electric substation, police station, fire station, nursing home, school, vehicle and equipment storage facility, or shelter; and facilities that, if flooded, would make the flood problem and its impacts much worse, such as a hazardous materials facility, power generation facility, water utility, or wastewater treatment plant.

DATUM: The vertical datum is a base measurement point (or set of points) from which all elevations are determined. Historically, that common set of points was the National Geodetic Vertical Datum of 1929 (NGVD29). The vertical datum currently adopted by the federal government as a basis for measuring heights is the North American Vertical Datum of 1988 (NAVD88).

DEVELOPMENT: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations, or storage of equipment or materials.

DEVELOPMENT ACTIVITY: Any activity defined as Development which will necessitate a Floodplain Development Permit; such as: the construction of buildings, structures, or accessory structures; additions or substantial improvements to existing structures; bulkheads, retaining walls, piers, and pools; the placement of mobile homes; or the deposition or extraction of materials; the construction or elevation of dikes, berms and levees.

ELEVATED BUILDING: For insurance purposes, a non-basement building which has its lowest elevated floor raised above ground level by foundation walls, shear walls, posts, piers, pilings, or columns.

ELEVATION CERTIFICATE: The Elevation Certificate is an important administrative tool of the NFIP. It is used to determine the proper flood insurance premium rate; it is used to document elevation information; and it may be used to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

ENCLOSURE: An area enclosed by solid walls below the BFE/FPE or an area formed when any space below the BFE/FPE is enclosed on all sides by walls or partitions. Insect screening or open wood lattice used to surround space below the BFE/RFPE is not considered an enclosure.

ENCROACHMENT: The advance or infringement of uses, fill, excavation, buildings, structures, or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

EXISTING CONSTRUCTION: For the purposes of determining rates, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975, for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures."

EXISTING MANUFACTURED HOME PARK OR MANUFACTURED HOME SUBDIVISION: A manufactured home park or subdivision where the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed before the effective date of the original floodplain management regulations adopted by the community, August 13, 1974.

EXISTING STRUCTURES: See existing construction.

EXPANSION TO AN EXISTING MANUFACTURED HOME PARK OR SUBDIVISION: The preparation of additional sites by the construction of facilities for servicing the lots on which the manufacturing homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

FLOOD OR FLOODING:

A. A general and temporary condition of partial or complete inundation of normally dry land areas from:

1. The overflow of inland or tidal waters.
2. The unusual and rapid accumulation or runoff of surface waters from any source.
3. Mudslides (i.e., mudflows) which are proximately caused by flooding as defined in paragraph a.2. of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.

B. The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event that results in flooding as defined in paragraph A.1. of this definition.

FLOOD BOUNDARY AND FLOODWAY MAP (FBFM):

The FBFM shows how the floodplain is divided into the floodway and flood fringe where streams are studied in detail. They also show general floodplain areas where floodplains have been studied by approximate methods. (Old format Pre 1986)

FLOOD ELEVATION DETERMINATION: See Base Flood Elevation (BFE).

FLOOD ELEVATION STUDY: See Flood Insurance Study (FIS).

FLOOD HAZARD BOUNDARY MAP (FHBM): An official map of a community, issued by the Federal Insurance Administrator, where the boundaries of the flood, mudslide (i.e., mudflow) related erosion areas having special hazards have been designated as Zones A, M, and/or E.

FLOOD INSURANCE RATE MAP (FIRM): An official map of a community, on which the Federal Insurance Administrator has delineated both the special flood hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a Digital Flood Insurance Rate Map (DFIRM).

FLOOD INSURANCE STUDY (FIS): An examination, evaluation, and determination of flood hazards and, if appropriate, corresponding water surface elevations; or an examination, evaluation and determination of mudslide (i.e., mudflow) and/or flood-related erosion hazards.

FLOOD ZONE: A geographical area shown on a Flood Hazard Boundary Map (FHBM) or Flood Insurance Rate Map (FIRM) that reflects the severity or type of flooding in the area, and applicable insurance rate.

FLOODPLAIN OR FLOOD-PRONE AREA: Any land area susceptible to being inundated by water from any source (see definition of “flooding”).

FLOODPLAIN ADMINISTRATOR: The individual appointed to administer and enforce the floodplain management regulations.

FLOODPLAIN DEVELOPMENT PERMIT: Any type of permit that is required in conformance with the provisions of this title, prior to the commencement of any development activity.

FLOODPLAIN MANAGEMENT: The operation of an overall program of corrective and preventive measures for reducing flood damage, including but not limited to emergency preparedness plans, flood control works, and floodplain management regulations.

FLOODPLAIN MANAGEMENT REGULATIONS: Zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as a floodplain ordinance, grading ordinance, and erosion control ordinance), and other applications of police power. The term describes such state or local regulations, in any combination thereof, which provide standards for the purpose of flood damage prevention and reduction.

FLOODPROOFING: Any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

FLOOD PROTECTION ELEVATION (FPE): The Base Flood Elevation plus the Freeboard.

- A. In “Special Flood Hazard Areas” where Base Flood Elevations (BFEs) have been determined, this elevation shall be the BFE plus zero (0) feet of freeboard; and
- B. In “Special Flood Hazard Areas” where no BFE has been established, this elevation shall be at least two (2) feet above the highest adjacent grade.

FLOOD PROTECTION SYSTEM: Those physical structural works for which funds have been authorized, appropriated, and expended and which have been constructed specifically to modify flooding in order to reduce the extent of the area within a community subject to a

“special flood hazard” and the extent of the depths of associated flooding. Such a system typically includes dams, reservoirs, levees, or dikes. These specialized flood modifying works are those constructed in conformance with sound engineering standards.

FLOODWAY: The channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than a designated height.

FREEBOARD: A factor of safety usually expressed in feet above a flood level for the purposes of floodplain management. Freeboard tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, obstructed bridge openings, debris and ice jams, and the hydrologic effects of urbanization in a watershed. The Base Flood Elevation (BFE) plus the freeboard establishes the Flood Protection Elevation (FPE). Freeboard shall be zero (0) feet.

FUNCTIONALLY DEPENDENT USE: A facility that cannot be used for its intended purpose unless it is located or carried out in close proximity to water, such as a docking or port facility necessary for the loading and unloading of cargo or passengers, shipbuilding, or ship repair facilities. The term does not include long-term storage, manufacture, sales, or service facilities.

HIGHEST ADJACENT GRADE (HAG): The highest natural elevation of the ground surface prior to construction, adjacent to the proposed walls of a structure. Refer to the FEMA Elevation Certificate for HAG related to building elevation information.

HISTORIC STRUCTURE: A structure that is:

- A. Listed individually in the National Register of Historic Places (a listing maintained by the U.S. Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- B. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or to a district preliminarily determined by the Secretary to qualify as a registered historic district;
- C. Individually listed on a state inventory of historic places and determined as eligible by states with historic preservation programs which have been approved by the Secretary of the Interior; or
- D. Individually listed on a local inventory of historic places and determined as eligible by communities with historic preservation programs that have been certified either:
 1. By an approved state program as determined by the Secretary of the Interior, or
 2. Directly by the Secretary of the Interior in states without approved programs.

LETTER OF MAP CHANGE (LOMC): A general term used to refer to the several types of revisions and amendments to FIRMs that can be accomplished by letter. They include Letter of Map Amendment (LOMA), Letter of Map Revision (LOMR), and Letter of Map Revision based on Fill (LOMR-F).

LETTER OF MAP AMENDMENT (LOMA): An official amendment, by letter, to an effective National Flood Insurance Program (NFIP) map. A LOMA establishes a property's or structure's location in relation to the Special Flood Hazard Area (SFHA). LOMAs are usually issued because a property or structure has been inadvertently mapped as being in the floodplain but is actually on natural high ground above the base flood elevation.

LETTER OF MAP REVISION (LOMR): FEMA's modification to an effective Flood Insurance Rate Map (FIRM) or a Flood Boundary and Floodway Map (FBFM) or both. LOMRs are generally based on the implementation of physical measures that affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The LOMR officially revises the Flood Insurance Rate Map (FIRM) or Flood Boundary and Floodway Map (FBFM), and sometimes the Flood Insurance Study (FIS) report, and when appropriate, includes a description of the modifications. The LOMR is generally accompanied by an annotated copy of the affected portions of the FIRM, FBFM, or FIS report.

LETTER OF MAP REVISION BASED ON FILL (LOMR-F): FEMA's modification of the Special Flood Hazard Area (SFHA) shown on the Flood Insurance Rate Map (FIRM) based on the placement of fill outside the existing regulatory floodway. The LOMR-F does not change the FIRM, FBFM, or FIS report.

CONDITIONAL LETTER OF MAP REVISION (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map (FIRM) or Flood Insurance Study (FIS). Upon submission and approval of certified as-built documentation, a Letter of Map Revision (LOMR) may be issued by FEMA to revise the effective FIRM. Building Permits and/or Flood Development Permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

LEVEE: A man-made structure, usually an earthen embankment, designed and constructed according to sound engineering practices, to contain, control, or divert the flow of water so as to provide protection from temporary flooding.

LEVEE SYSTEM: A flood protection system that consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accordance with sound engineering practices.

LOWEST ADJACENT GRADE (LAG): The lowest point of the ground level next to the structure. Refer to the FEMA Elevation Certificate for LAG related to building elevation information.

LOWEST FLOOR: The lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor;

provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of 44 CFR § 60.3 and this title.

MANUFACTURED HOME: A structure, transportable in one or more sections, built on a permanent chassis and designed to be used with or without a permanent foundation when connected to the required utilities. The term "Manufactured Home" does not include a "Recreational Vehicle."

MANUFACTURED HOME PARK OR SUBDIVISION: A parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

MARKET VALUE: The building value, not including the land value and that of any accessory structures or other improvements on the lot. Market value may be established by independent certified appraisal; replacement cost depreciated for age of building and quality of construction (Actual Cash Value); or adjusted tax assessed values.

MEAN SEA LEVEL: For purposes of the National Flood Insurance Program (NFIP), the National Geodetic Vertical Datum (NGVD) of 1929 or other datum (such as North America Vertical Datum of 1988 - NAVD88) to which Base Flood Elevations (BFEs) shown on a community's FIRM are referenced.

MUDSLIDE (I.E., MUDFLOW): Describes a condition where there is a river, flow, or inundation of liquid mud down a hillside usually as a result of a dual condition of loss of brush cover and the subsequent accumulation of water on the ground preceded by a period of unusually heavy or sustained rain. A mudslide (i.e., mudflow) may occur as a distinct phenomenon while a landslide is in progress, and will be recognized as such by the Administrator only if the mudflow, and not the landslide, is the proximate cause of damage that occurs.

MUDSLIDE (I.E., MUDFLOW) AREA MANAGEMENT: The operation of an overall program of corrective and preventive measures for reducing mudslide (i.e., mudflow) damage, including but not limited to emergency preparedness plans, mudslide control works, and floodplain management regulations.

MUDSLIDE (I.E., MUDFLOW) PRONE AREA: An area with land surfaces and slopes of unconsolidated material where the history, geology, and climate indicate a potential for mudflow.

NATIONAL FLOOD INSURANCE PROGRAM (NFIP): The NFIP is a Federal program created by Congress to mitigate future flood losses nationwide through sound, community-enforced building and zoning ordinances and to provide access to affordable, federally backed flood insurance protection for property owners.

NEW CONSTRUCTION: For floodplain management purposes, a structure for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures. Any construction started after August 13, 1974 and before the effective start date

of this floodplain management title is subject to the ordinance in effect at the time the permit was issued, provided the start of construction was within 180 days of permit issuance.

NEW MANUFACTURED HOME PARK OR SUBDIVISION: A place where the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum the installation of utilities, the construction of streets, and final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by a community August 13, 1974.

POST-FIRM: Construction or other development for which the “start of construction” occurred on or after the effective date of the initial Flood Insurance Rate Map (FIRM).

PRE-FIRM: Construction or other development for which the “start of construction” occurred before April 22, 1977, the effective date of the initial Flood Insurance Rate Map (FIRM).

RECREATIONAL VEHICLE: A vehicle that is:

- A. Built on a single chassis, and
- B. 400 square feet or less when measured at the largest horizontal projection, and
- C. Designed to be self-propelled or permanently towed by a light duty truck, and
- D. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel, or seasonal use.

REGULATORY FLOODWAY: See Floodway.

REPETITIVE LOSS STRUCTURE: An NFIP-insured structure that has had at least two paid flood losses of more than \$1,000 each in any 10-year period since 1978.

RIVERINE: Relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

SPECIAL FLOOD HAZARD AREA (SFHA): The land in the floodplain within a community subject to a one percent (1%) or greater chance of flooding in any given year. For purposes of these regulations, the term “special flood hazard area” is synonymous in meaning with the phrase “area of special flood hazard.”

START OF CONSTRUCTION: Includes substantial improvement, and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or

not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

STRUCTURE: A walled and roofed building, including a gas or liquid storage tank that is principally above ground, as well as a manufactured home.

SUBSTANTIAL DAMAGE: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its before-damaged condition would equal or exceed 50 percent (50%) of its market value before the damage occurred. See definition of "substantial improvement."

SUBSTANTIAL IMPROVEMENT: Any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the "start of construction" of the improvement. This term includes structures which have incurred "substantial damage," regardless of the actual repair work performed. The term does not, however, include either:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
- B. Any alteration of a "historic structure," provided that the alteration will not preclude the structure's continued designation as a "historic structure" and the alteration is approved by variance issued pursuant to this title.

TECHNICAL BULLETINS AND TECHNICAL FACT SHEETS: FEMA publications that provide guidance concerning the building performance standards of the NFIP, which are contained in Title 44 of the U S Code of Federal Regulations § 60.3. The bulletins and fact sheets are intended for use primarily by State and local officials responsible for interpreting and enforcing NFIP regulations and by members of the development community, such as design professionals and builders. New bulletins, as well as updates of existing bulletins, are issued periodically as needed. The bulletins do not create regulations. Rather they provide specific guidance for complying with the minimum requirements of existing NFIP regulations.

TEMPERATURE CONTROLLED: Having the temperature regulated by a heating and/or cooling system, built-in or appliance.

VARIANCE: A grant of relief by the governing body from a requirement of this title.

VIOLATION: The failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the Finished Construction Elevation Certificate, other certifications, or other evidence of compliance required in 44 CFR § 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) is presumed to be in violation until such time as that documentation is provided.

WATER SURFACE ELEVATION: The height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988 (or other specified datum), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

WATERCOURSE: A lake, river, creek, stream, wash, channel, or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

CHAPTER 3

GENERAL PROVISIONS

SECTION:

13-3-1: LANDS TO WHICH THIS TITLE APPLIES:

This Title shall apply to all Special Flood Hazard Areas within the jurisdiction of the City of Bonners Ferry. Nothing in this title is intended to allow uses or structures that are otherwise prohibited by the zoning ordinance.

13-3-2: BASIS FOR SPECIAL FLOOD HAZARD AREAS:

The Special Flood Hazard Areas identified by the Federal Insurance Administrator in a scientific and engineering report titled "Flood Insurance Study (FIS) for City of Bonners Ferry, Idaho, Boundary County, dated August 19, 1985, with accompanying Flood Insurance Rate Maps (FIRM) or Digital Flood Insurance Rate Maps (DFIRM), and other supporting data, are adopted by reference and declared a part of this title. The FIS and the FIRM are on file at the office of the City Clerk, 7232 Main, Bonners Ferry, ID.

13-3-3: ESTABLISHMENT OF FLOODPLAIN DEVELOPMENT PERMIT:

A Floodplain Development Permit shall be required in conformance with the provisions of this title prior to the commencement of any development activities within Special Flood Hazard Areas determined in accordance with the provisions of Section 13-4-2.

13-3-4: COMPLIANCE:

No structure or land shall hereafter be located, extended, converted, altered, or developed in any way without full compliance with the terms of this title and other applicable regulations.

13-3-5: ABROGATION AND GREATER RESTRICTIONS:

This title shall not in any way repeal, abrogate, impair, or remove the necessity of compliance with any other laws, ordinances, regulations, easements, covenants, or deed restrictions, etcetera. However, where this title and another conflict or overlap, whichever imposes more stringent or greater restrictions shall control.

13-3-6: INTERPRETATION:

In the interpretation and application of this title all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and
- C. Deemed neither to limit nor repeal any other powers granted under state statutes.

13-3-7: WARNING AND DISCLAIMER OF LIABILITY:

The degree of flood protection required by this title is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by man-made or natural causes. This title does not imply that land outside the Special Flood Hazard Areas or uses permitted within such areas will be free from flooding or flood damages. This title shall not create liability on the part of the City of Bonners Ferry or by any officer or employee thereof for flood damages that result from reliance on this title or an administrative decision lawfully made hereunder.

13-3-8: PENALTIES FOR VIOLATION:

No structure or land shall hereafter be located, extended, converted, or altered unless in full compliance with the terms of this title and other applicable regulations.

Violation of the provisions of this title or failure to comply with any of its requirements, including violation of conditions and safeguards established in connection with grants of variance or special exceptions, shall constitute a misdemeanor. Any person who violates this title or fails to comply with any of its requirements shall, upon conviction thereof, be fined not more than one thousand dollars (\$1,000) or imprisoned for not more than six (6) months, or both. Each day the violation continues shall be considered a separate offense. Nothing herein contained shall prevent the City of Bonners Ferry from taking such other lawful actions as is necessary to prevent or remedy any violation.

CHAPTER 4

ADMINISTRATION

SECTION:

13-4-1: DESIGNATION OF FLOODPLAIN ORDINANCE ADMINISTRATOR:

The City Administrator, hereinafter referred to as the "Floodplain Administrator," is hereby appointed to administer and implement the provisions of this title.

13-4-2: DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR:

The Floodplain Administrator or designee shall perform, but not be limited to, the following duties:

- A. Review all floodplain development applications and issue permits for all proposed development within Special Flood Hazard Areas to assure that the requirements of this title have been satisfied and all proposed development is reasonably safe from flooding.

- B. Review all proposed development within Special Flood Hazard Areas to assure that all necessary Local, State, and Federal permits have been received, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.
- C. Notify adjacent communities and the Idaho Department of Water Resources State Coordinator for the National Flood Insurance Program (NFIP) prior to any alteration or relocation of a watercourse and submit evidence of such notification to the Federal Insurance Administrator (FIA).
- D. Assure that the flood carrying capacity within the altered or relocated portion of any watercourse is maintained;
- E. Prevent encroachments into floodways unless the certification and flood hazard reduction provisions of Section 13-5-5 are met.
- F. Obtain and maintain actual elevation (in relation to mean sea level) of the lowest floor (including basement) and all attendant utilities of all new and substantially improved structures, in accordance with the provisions of Section 13-4-3C.
- G. Obtain and maintain actual elevation (in relation to mean sea level) to which all new and substantially improved structures and utilities have been floodproofed, in accordance with the provisions of Section 13-4-3C.
- H. Review plans to verify public utilities are constructed in accordance with the provisions of Section 13-5-1E-G.
- I. When floodproofing is utilized for a particular structure, obtain and maintain certifications from a registered professional engineer or architect in accordance with the provisions of Sections 13-4-3C and 13-5-2B.
- J. Where interpretation is needed as to the exact location of boundaries of the Special Flood Hazard Areas, and floodways (for example, where there appears to be a conflict between a mapped boundary and actual field conditions), make the necessary interpretation. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in this section.
- K. When Base Flood Elevation (BFE) data has not been provided in accordance with the provisions of Section 13-3-2, obtain, review, and reasonably utilize any BFE data, along with floodway data available from a Federal, State, or other source, in order to administer Chapter 5. Any such information shall be consistent with the requirements of the Federal Insurance Administrator.
- L. When Base Flood Elevation (BFE) data is provided but no floodway data has been provided in accordance with the provisions of Section 13-3-2, require that no new construction, substantial improvements, or other development (including fill) shall be permitted within Zones AE on the community's FIRM, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.
- M. Permanently maintain all records that pertain to the administration of this title and make these records available for public inspection, recognizing that such information may be subject to the Privacy Act of 1974, as amended.
- N. Make on-site inspections of work in progress. As the work pursuant to a floodplain development permit progresses, the Floodplain Administrator shall make as many inspections of the work as may be necessary to ensure that the work is being done according to the provisions of the local ordinance and the terms of the permit. In

exercising this power, the Floodplain Administrator has a right, upon presentation of proper credentials, to enter on any premises within the jurisdiction of the community at any reasonable hour for the purposes of inspection or other enforcement action.

- O. Issue stop-work orders as required. Whenever a building or part thereof is being constructed, reconstructed, altered, or repaired in violation of this title, the Floodplain Administrator may order the work to be immediately stopped. The stop-work order shall be in writing and directed to the person doing or in charge of the work. The stop-work order shall state the specific work to be stopped, the specific reason(s) for the stoppage, and the condition(s) under which the work may be resumed. Violation of a stop-work order constitutes a misdemeanor.
- P. Revoke floodplain development permits as required. The Floodplain Administrator may revoke and require the return of the floodplain development permit by notifying the permit holder in writing stating the reason(s) for the revocation. Permits shall be revoked for any substantial departure from the approved application, plans, and specifications; for refusal or failure to comply with the requirements of State or local laws; or for false statements or misrepresentations made in securing the permit. Any floodplain development permit mistakenly issued in violation of an applicable State or local law may also be revoked.
- Q. Make periodic inspections throughout the Special Flood Hazard Areas within the jurisdiction of the community. The Floodplain Administrator and each member of his or her inspections department shall have a right, upon presentation of proper credentials, to enter on any premises within the territorial jurisdiction of the department at any reasonable hour for the purposes of inspection or other enforcement action.
- R. Follow through with corrective procedures of Section 13-4-4.
- S. Review, provide input, and make recommendations for variance requests.
- T. Maintain a current map repository to include, but not limited to, the FIS Report, FIRM and other official flood maps, and studies adopted in accordance with the provisions of Section 13-3-2 of this title, including any revisions thereto including Letters of Map Change, issued by FEMA. Notify the NFIP State Coordinator and FEMA of your community's mapping needs.
- U. Coordinate revisions to FIS reports and FIRMs, including Letters of Map Revision Based on Fill (LOMR-Fs) and Letters of Map Revision (LOMRs).
- V. A community's base flood elevations may increase or decrease resulting from physical changes affecting flooding conditions. As soon as practicable, but not later than six months after the date such information becomes available, a community shall notify the Federal Insurance Administrator (FIA) of the changes by submitting technical or scientific data in accordance with this part. Such a submission is necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements will be based upon current data.
- W. Upon occurrence, notify the Federal Insurance Administrator (FIA) in writing whenever the boundaries of the community have been modified by annexation or the community has otherwise assumed or no longer has authority to adopt and enforce floodplain management regulations for a particular area. In order that all FHBM's and FIRM's accurately represent the community's boundaries, include within such notification a copy of a map of the community suitable for reproduction, clearly delineating the new

corporate limits or new area for which the community has assumed or relinquished floodplain management regulatory authority.

13-4-3: FLOODPLAIN DEVELOPMENT APPLICATION, PERMIT, AND CERTIFICATION REQUIREMENTS:

- A. Application Requirements. Application for a Floodplain Development Permit shall be made to the Floodplain Administrator prior to any development activities located within Special Flood Hazard Areas. The following items shall be presented to the Floodplain Administrator to apply for a floodplain development permit:
1. A plot plan drawn to scale which shall include, but shall not be limited to, the following specific details of the proposed floodplain development:
 - a. the nature, location, dimensions, and elevations of the area of development/disturbance; existing and proposed structures, utility systems, grading/pavement areas, fill materials, storage areas, drainage facilities, and other development;
 - b. the boundary of the Special Flood Hazard Area as delineated on the FIRM or other flood map as determined in Section 13-3-2, or a statement that the entire lot is within the Special Flood Hazard Area;
 - c. the flood zone(s) designation of the proposed development area as determined on the FIRM or other flood map as determined in Section 13-3-2;
 - d. the boundary of the floodway(s) as determined in Section 13-3-2;
 - e. the Base Flood Elevation (BFE) where provided as set forth in Section 13-3-2; Section 13-3-3 Section 13-5-3.
 - f. the old and new location of any watercourse that will be altered or relocated as a result of proposed development.
 2. Proposed elevation, and method thereof, of all development within a Special Flood Hazard Area including but not limited to:
 - a. Elevation in relation to mean sea level of the proposed lowest floor (including basement) of all structures;
 - b. Elevation in relation to mean sea level to which any non-residential structure in Zone A or AE will be floodproofed; and
 - c. Elevation in relation to mean sea level to which any proposed utility equipment and machinery will be elevated or floodproofed.
 3. If floodproofing, a Floodproofing Certificate (FEMA Form 086-0-33) with supporting data, an operational plan, and an inspection and maintenance plan that include, but are not limited to, installation, exercise, and maintenance of floodproofing measures will be required prior to Certificate of Occupancy/Completion.
 4. A Foundation Plan, drawn to scale, which shall include details of the proposed foundation system to ensure all provisions of this title are met. These details include but are not limited to:
 - a. The proposed method of elevation, if applicable (i.e., fill, solid foundation perimeter wall, solid backfilled foundation, open foundation, or on columns/posts/piers/piles/shear walls); and

- b. Openings to facilitate automatic equalization of hydrostatic flood forces on walls in accordance with Section 13-5-1H2 when solid foundation perimeter walls are used in Zones A, AE, AH, and AO.
 - 5. Usage details of any enclosed areas below the lowest floor.
 - 6. Plans and/or details for the protection of public utilities and facilities such as sewer, gas, electrical, and water systems to be located and constructed to minimize flood damage.
 - 7. Certification that all other Local, State, and Federal permits required prior to floodplain development permit issuance have been received.
 - 8. Documentation for placement of recreational vehicles and/or temporary structures, when applicable, to ensure that the provisions of Section 13-5-2 E and F of this title are met.
 - 9. A description of proposed watercourse alteration or relocation, when applicable, including an engineering report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream; and
 - a. A map (if not shown on plot plan) showing the location of the proposed watercourse alteration or relocation.
- B. Permit Requirements. The Floodplain Development Permit shall include, but not be limited to:
 - 1. A complete description of all the development to be permitted under the floodplain development permit (i.e., house, garage, pool, septic, bulkhead, cabana, pole barn, chicken coop, pier, bridge, mining, dredging, filling, rip-rap, docks, grading, paving, excavation or drilling operations, or storage of equipment or materials, etcetera).
 - 2. The Special Flood Hazard Area determination for the proposed development in accordance with available data specified in Section 13-3-2.
 - 3. The Flood Protection Elevation required for the lowest floor and all attendant utilities.
 - 4. The Flood Protection Elevation required for the protection of all utility equipment and machinery.
 - 5. All certification submittal requirements with timelines.
 - 6. A statement that no fill material or other development shall encroach into the floodway of any watercourse, as applicable.
 - 7. The flood openings requirements, if in Zones A, AE, AH, or AO.
 - 8. All floodplain development permits shall be conditional upon the start of construction of work within 180 days. A floodplain development permit shall expire 180 days after issuance unless the permitted activity has commenced as per the Start of Construction definition.
 - 9. Fully enclosed areas below the lowest floor are usable solely for parking of vehicles, building access, or storage.
 - 10. All materials below BFE/FPE must be flood resistant materials.
- C. Certification Requirements.
 - 1. Elevation Certificates
 - a. A final as-built Finished Construction Elevation Certificate (FEMA Form 86-0-33) is required after construction is completed and prior to Certificate of Compliance/Occupancy issuance. It shall be the duty of the permit holder to

- submit to the Floodplain Administrator a certification of final as-built construction of the elevation of the lowest floor and all attendant utilities. The Floodplain Administrator shall review the certificate data submitted. Deficiencies detected by such review shall be corrected by the permit holder immediately and prior to Certificate of Compliance/Occupancy issuance. In some instances, another certification may be required to certify corrected as-built construction. Failure to submit the certification or failure to make required corrections shall be cause to withhold the issuance of a Certificate of Compliance/Occupancy.
- b. The Finished Construction Elevation Certificate certifier shall provide at least two (2) photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least two (2) additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" x 3". Digital photographs are acceptable.
2. Floodproofing Certificate. If non-residential floodproofing is used to meet the Flood Protection Elevation requirements, design plans, with supporting data, an operational plan, and an inspection and maintenance plan are required prior to the actual start of any new construction. It shall be the duty of the permit holder to submit to the Floodplain Administrator a certification of the floodproofed design elevation of the lowest floor and all attendant utilities, in relation to mean sea level. Floodproofing certification shall be prepared by or under the direct supervision of a professional engineer or architect and certified by same. The Floodplain Administrator shall review the certificate data, the operational plan, and the inspection and maintenance plan. Deficiencies detected by such review shall be corrected by the applicant prior to permit approval. Failure to submit the certification or failure to make required corrections shall be cause to deny a Floodplain Development Permit. Prior to request for a Certificate of Compliance/Occupancy a Floodproofing Certificate (FEMA Form 086-0-34) shall be provided to the Floodplain Administrator for review and approval.
 3. If a manufactured home is placed within Zone A or AE, and the elevation of the chassis is more than 36 inches in height above grade, an engineered foundation certification is required in accordance with the provisions of Section 13-5-2C2.
 4. If a watercourse is to be altered or relocated, the following shall all be submitted by the permit applicant prior to issuance of a floodplain development permit:
 - a. a description of the extent of watercourse alteration or relocation;
 - b. a professional engineer's certified report on the effects of the proposed project on the flood-carrying capacity of the watercourse and the effects to properties located both upstream and downstream;
 - c. a map showing the location of the proposed watercourse alteration or relocation; and
 - d. an Idaho Stream Channel Alteration Permit approval shall be provided by the applicant to the Floodplain Administrator.

5. Certification Exemptions. The following structures, are exempt from the elevation/floodproofing certification requirements specified in items a. and b. of this subsection:
 - a. Recreational Vehicles meeting requirements of Section 13-5-2E1;
 - b. Temporary Structures meeting requirements of Section 13-5-2F; and
 - c. Accessory Structures less than footprint of 600 square feet meeting requirements of Section 13-5-2G.
- D. Determinations for Existing Buildings and Structures. For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, improvements, repairs of damage, and any other improvement of or work on such buildings and structures, the Floodplain Administrator, in coordination with the Building Official, shall:
 1. Estimate the market value, or require the applicant to obtain an appraisal of the market value of the structure, prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work. In the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 2. Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 3. Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 4. Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood resistant construction requirements of the adopted Idaho Building Code and this title is required.
- E. Any other information deemed necessary for review of public safety and floodplain management requirements by the floodplain administrator.

13-4-4: CORRECTIVE PROCEDURES:

- A. Violations to be Corrected. When the Floodplain Administrator finds violations of applicable State and local laws, it shall be his or her duty to notify the owner or occupant of the building of the violation. The owner or occupant shall immediately remedy each of the violations of law cited in such notification.
- B. Actions in Event of Failure to Take Corrective Action. If the owner of a building or property shall fail to take prompt corrective action, the Floodplain Administrator shall give the owner written notice, by certified or registered mail to the owner's last known address or by personal service, stating:
 1. that the building or property is in violation of the floodplain management regulations;
 2. that a hearing will be held before the Floodplain Administrator at a designated place and time, not later than ten (10) days after the date of the notice, at which time the owner shall be entitled to be heard in person or by counsel and to present arguments and evidence pertaining to the matter; and

3. that following the hearing, the Floodplain Administrator may issue an order to alter, vacate, or demolish the building; or to remove fill as applicable.
- C. Order to Take Corrective Action. If, upon a hearing held pursuant to the notice prescribed above, the Floodplain Administrator shall find that the building or development is in violation of the Flood Damage Prevention Ordinance, the Floodplain Administrator shall issue an order in writing to the owner, requiring the owner to remedy the violation within a specified time period, not less than sixty (60) calendar days, nor more than one-hundred eighty (180) calendar days. Where the Floodplain Administrator finds that there is imminent danger to life or other property, the Floodplain Administrator may order that corrective action be taken in such lesser period as may be feasible.
 - D. Appeal. Any owner who has received an order to take corrective action may appeal the order to the local elected governing body by giving notice of appeal in writing to the Floodplain Administrator and the clerk within ten (10) days following issuance of the final order. In the absence of an appeal, the order of the Floodplain Administrator shall be final. The local governing body shall hear an appeal within a reasonable time and may affirm, modify and affirm, or revoke the order.
 - E. Failure to Comply with Order. If the owner of a building or property fails to comply with an order to take corrective action for which no appeal has been made or fails to comply with an order of the governing body following an appeal, the owner shall be guilty of a misdemeanor and shall be punished at the discretion of the court.

13-4-5: VARIANCE PROCEDURES:

- A. The Bonners Ferry City Council shall hear and decide requests for variances from the requirements of this title.
- B. Variances may be issued for:
 1. the repair or rehabilitation of historic structures upon the determination that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and that the variance is the minimum necessary to preserve the historic character and design of the structure;
 2. functionally dependent facilities, if determined to meet the definition as stated in Section 13-2-2 of this title, provided provisions of Section 13-4-5H2-4 have been satisfied, and such facilities are protected by methods that minimize flood damages during the base flood and create no additional threats to public safety; or
 3. any other type of development, provided it meets the requirements of this Section.
- C. In passing upon variances, the City Council shall consider all technical evaluations, all relevant factors, all standards specified in other sections of this title, and:
 1. the danger that materials may be swept onto other lands to the injury of others;
 2. the danger to life and property due to flooding or erosion damage;
 3. the susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 4. the importance of the services provided by the proposed facility to the community;
 5. the necessity to the facility of a waterfront location as defined under Section 13-2-2 of this title as a functionally dependent facility, where applicable;
 6. the availability of alternative locations, not subject to flooding or erosion damage, for the proposed use;

7. the compatibility of the proposed use with existing and anticipated development;
 8. the relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
 9. the safety of access to the property in times of flood for ordinary and emergency vehicles;
 10. the expected heights, velocity, duration, rate of rise, and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and
 11. the costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, and streets and bridges.
- D. The applicant shall include a written report addressing each of the above factors in Section 13-4-5C1-11 with their application for a variance.
- E. Upon consideration of the factors listed above and the purposes of this title, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes and objectives of this title.
- F. Any applicant to whom a variance is granted shall be given written notice over the signature of a community official specifying the difference between the Base Flood Elevation (BFE) and the elevation to which the structure is to be built and that such construction below the BFE increases risks to life and property, and that the issuance of a variance to construct a structure below the BFE may result in increased premium rates for flood insurance. Such notification shall be maintained with a record of all variance actions, including justification for their issuance.
- G. The Floodplain Administrator shall maintain the records of all appeal actions and report any variances to the Federal Insurance Administrator and the State of Idaho upon request.
- H. Conditions for Variances:
1. Variances shall not be issued when the variance will make the structure in violation of other Federal, State, or local laws, regulations, or ordinances.
 2. Variances shall not be issued within any designated floodway if the variance would result in any increase in flood levels during the base flood discharge.
 3. Variances shall only be issued upon a determination that the variance is the minimum necessary, considering the flood hazard, to afford relief.
 4. Variances shall only be issued prior to development permit approval.
 5. Variances shall only be issued upon:
 - a. a showing of good and sufficient cause;
 - b. a determination that failure to grant the variance would result in exceptional hardship; and
 - c. a determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expense, create nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances.
- I. A variance may be issued for solid waste disposal facilities or sites, hazardous waste management facilities, salvage yards, and chemical storage facilities that are located in Special Flood Hazard Areas provided that all of the following conditions are met.
1. The use serves a critical need in the community.
 2. No feasible location exists for the use outside the Special Flood Hazard Area.

3. The lowest floor of any structure is elevated or floodproofed to at least the Flood Protection Elevation.
 4. The use complies with all other applicable Federal, State and local laws.
- J. The City of Bonners Ferry will notify the State NFIP Coordinator of the Idaho Department of Water Resources of its intention to grant a variance at least thirty (30) calendar days prior to granting the variance.
- K. Any person aggrieved by the decision of the City Council may appeal such decision to the Court, as provided in Idaho Code 67-6535.

CHAPTER 5

PROVISIONS FOR FLOOD HAZARD REDUCTION

SECTION:

13-5-1: GENERAL STANDARDS:

In all Special Flood Hazard Areas, the following provisions are required:

- A. All new construction, substantial improvements, and development shall be designed (or modified) and adequately anchored to prevent flotation, collapse, and lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
- B. All new construction, substantial improvements, and development shall be constructed with materials and utility equipment resistant to flood damage in accordance with the Technical Bulletin 2, Flood Damage-Resistant Materials Requirements, and available from the Federal Emergency Management Agency.
- C. All new construction, substantial improvements, and development shall be constructed by methods and practices that minimize flood damages.
- D. All new and replacement electrical, heating, ventilation, plumbing, air conditioning equipment, and other service facilities shall be designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding to the Flood Protection Elevation. These include, but are not limited to, HVAC equipment, water softener units, bath/kitchen fixtures, ductwork, electric/gas meter panels/boxes, utility/cable boxes, hot water heaters, and electric outlets/switches.
- E. All new and replacement water supply systems shall be designed to minimize or eliminate infiltration of floodwaters into the system.
- F. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of floodwaters into the systems and discharges from the systems into flood waters.
- G. On-site waste disposal systems shall be located and constructed to avoid impairment to them or contamination from them during flooding.
- H. A fully enclosed area, of new construction and substantially improved structures, which is below the lowest floor used solely for parking, access, and storage shall:

1. be constructed entirely of flood resistant materials at least to the Flood Protection Elevation; and
2. include, in Zones A and AE flood openings to automatically equalize hydrostatic flood forces on walls by allowing for the entry and exit of floodwaters. To meet this requirement, the openings must either be certified by a professional engineer or architect or meet or exceed the following minimum design criteria:
 - a. A minimum of two flood openings on different sides of each enclosed area subject to flooding;
 - b. The total net area of all flood openings must be at least one (1) square inch for each square foot of enclosed area subject to flooding;
 - c. If a building has more than one enclosed area, each enclosed area must have flood openings to allow floodwaters to automatically enter and exit;
 - d. The bottom of all required flood openings shall be no higher than one (1) foot above the interior or exterior adjacent grade;
 - e. Flood openings may be equipped with screens, louvers, or other coverings or devices, provided they permit the automatic flow of floodwaters in both directions; and
 - f. Enclosures made of flexible skirting are not considered enclosures for regulatory purposes, and, therefore, do not require flood openings. Masonry or flood resistant wood underpinning, regardless of structural status, is considered an enclosure and requires flood openings as outlined above.
- I. Any alteration, repair, reconstruction, or improvements to a structure, which is in compliance with the provisions of this title, shall meet the requirements of “new construction” as contained in this title.
- J. Nothing in this title shall prevent the repair, reconstruction, or replacement of a building or structure existing on the effective date of this title and located totally or partially within the floodway, or stream setback, provided there is no additional encroachment below the Flood Protection Elevation in the floodway, or stream setback, and provided that such repair, reconstruction, or replacement meets all of the other requirements of this title.
- K. New solid waste disposal facilities and sites, hazardous waste management facilities, salvage yards, and chemical storage facilities shall not be permitted, except by variance as specified in Section 13-4-5I. A structure or tank for chemical or fuel storage incidental to an allowed use or to the operation of a water treatment plant or wastewater treatment facility may be located in a Special Flood Hazard Area only if the structure or tank is either elevated or floodproofed to at least the Flood Protection Elevation and certified in accordance with the provisions of Section 13-4-3C.
- L. All subdivision proposals and other development proposals shall be consistent with the need to minimize flood damage and determined to be reasonably safe from flooding.
- M. All subdivision proposals and other development proposals shall have public utilities and facilities such as sewer, gas, electrical, and water systems located and constructed to minimize flood damage.
- N. All subdivision proposals and other development proposals shall have adequate drainage provided to reduce exposure to flood hazards.
- O. All subdivision proposals and other development proposals shall have received all necessary permits from those governmental agencies for which approval is required by

Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 USC 1334.

- P. All subdivision proposals and other development proposals greater than 50 lots or 5 acres, whichever is the lesser, shall include within such proposals base flood elevation data.
- Q. When a structure is partially located in a Special Flood Hazard Area, the entire structure shall meet the requirements for new construction and substantial improvements.
- R. When a structure is located in multiple flood hazard zones or in a flood hazard risk zone with multiple base flood elevations, the provisions for the more restrictive flood hazard risk zone and the highest Base Flood Elevation (BFE) shall apply.

13-5-2: SPECIFIC STANDARDS:

In all Special Flood Hazard Areas where Base Flood Elevation (BFE) data has been provided, as set forth in Section 13-3-2, or Section 13-5-4, the following provisions, in addition to the provisions of Section 13-5-1 are required:

- A. Residential Construction. New construction, substantial improvements, and development of any residential structure (including manufactured homes) shall have the lowest floor, including basement, and utilities including ductwork, elevated no lower than the Flood Protection Elevation, as defined in Section 13-2-2 of this title.
- B. Non-Residential Construction. New construction, substantial improvements, and development of any commercial, industrial, or other non-residential structure shall have the lowest floor, including basement, Residential Construction. New construction, substantial improvements, and development of any residential structure (including manufactured homes) shall have the lowest floor, including basement, and utilities including ductwork, elevated no lower than the Flood Protection Elevation, as defined in Section 13-2-2 of this title, elevated no lower than the Flood Protection Elevation, as defined in Section 13-2-2 of this title. Structures located in Zones A and AE may be floodproofed to the Flood Protection Elevation in lieu of elevation provided that all areas of the structure, together with attendant utility and sanitary facilities, below the Flood Protection Elevation are watertight with walls substantially impermeable to the passage of water, using structural components having the capability of resisting hydrostatic and hydrodynamic loads and the effect of buoyancy. A registered professional engineer or architect shall certify that the floodproofing standards of this subsection are satisfied. Such certification shall be provided to the Floodplain Administrator as set forth in Section 13-4-3C, along with the operational plan and the inspection and maintenance plan.
- C. Manufactured Homes.
 - 1. New and replacement manufactured homes shall be elevated so that the lowest floor of the manufactured home is no lower than the Flood Protection Elevation, as defined in Section 13-2-2 of this title.
 - 2. Manufactured homes shall be securely anchored to an adequately anchored foundation to resist flotation, collapse, and lateral movement, either by certified engineered foundation system, or in accordance with the most current edition of the Idaho Division of Building Safety's "Idaho Manufactured Home Installation Standard" in accordance with Idaho Code § 44-2201(2). Additionally, when the elevation would

be met by an elevation of the chassis thirty-six (36) inches or less above the grade at the site, the chassis shall be supported by reinforced piers or engineered foundation. When the elevation of the chassis is above thirty-six (36) inches in height, an engineering certification is required.

3. All enclosures or skirting below the lowest floor shall meet the requirements of Section 13-5-1H1 and 2.
4. An evacuation plan must be developed for evacuation of all residents of all new, substantially improved, or substantially damaged manufactured home parks or subdivisions located within flood prone areas. This plan shall be filed with and approved by the Floodplain Administrator and the local Emergency Management Coordinator.

D. Additions/Improvements.

1. Additions and/or improvements to pre-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - a. not a substantial improvement, the addition and/or improvements must be designed to minimize flood damages and must not be any more non-conforming than the existing structure; or
 - b. a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
2. Additions to non-compliant post-FIRM structures that are a substantial improvement with no modifications to the existing structure other than a standard door in the common wall shall require only the addition to comply with the standards for new construction.
3. Additions and/or improvements to non-compliant post-FIRM structures when the addition and/or improvements in combination with any interior modifications to the existing structure are:
 - a. not a substantial improvement, the addition and/or improvements only must comply with the standards for new construction; or
 - b. a substantial improvement, both the existing structure and the addition and/or improvements must comply with the standards for new construction.
4. Any combination of repair, reconstruction, rehabilitation, addition, or improvement of a building or structure taking place during a five (5)-year period, the cumulative cost of which equals or exceeds 50 percent (50%) of the market value of the structure before the improvement or repair is started, must comply with the standards for new construction. For each building or structure, the five (5)- year period begins on the date of the first improvement or repair of that building or structure subsequent to the effective date of this title. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The requirement does not, however, include either:
 - a. any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assume safe living conditions; or
 - b. any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

E. Recreational Vehicles. Recreational vehicles shall be either:

1. Temporary Placement
 - a. be on site for fewer than 180 consecutive days and be fully licensed and ready for highway use (a recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities, and has no permanently attached additions); or
 2. Permanent Placement. Recreational vehicles that do not meet the limitations of Temporary Placement shall meet all the requirements for new construction, as set forth in Section 13-5-1 and Section 13-5-2A and 2C.
- F. Temporary Non-Residential Structures. Prior to the issuance of a floodplain development permit for a temporary structure, the applicant must submit to the Floodplain Administrator a plan for the removal of such structure(s) in the event of a flash flood or other type of flood warning notification. The following information shall be submitted in writing to the Floodplain Administrator for review and written approval:
1. a specified time period for which the temporary use will be permitted. Time specified may not exceed six (6) months, renewable up to one (1) year;
 2. the name, address, and phone number of the individual responsible for the removal of the temporary structure;
 3. the time frame prior to the event at which a structure will be removed (i.e., immediately upon flood warning notification);
 4. a copy of the contract or other suitable instrument with the entity responsible for physical removal of the structure; and
 5. designation, accompanied by documentation, of a location outside the Special Flood Hazard Area, to which the temporary structure will be moved.
 6. Temporary structures in the floodway must provide a Hydraulic and Hydrology Analysis along with a No-Rise Certification.
- G. Accessory and Agricultural Structures (Appurtenant structures). When accessory structures (sheds, detached garages, etc.) used solely for parking, and storage are to be placed within a Special Flood Hazard Area, elevation or floodproofing certifications are required for all accessory structures in accordance with Section 13-4-3C, and the following criteria shall be met:
1. Accessory structures shall not be used for human habitation (including working, sleeping, living, cooking, or restroom areas);
 2. Accessory structures shall not be temperature-controlled;
 3. Accessory structures shall be designed to have low flood damage potential;
 4. Accessory structures shall be constructed and placed on the building site so as to offer the minimum resistance to the flow of floodwaters;
 5. Accessory structures shall be firmly anchored in accordance with the provisions of Section 13-5-1A;
 6. All utility equipment and machinery, such as electrical, shall be installed in accordance with the provisions of Section 13-5-1D; and
 7. Flood openings to facilitate automatic equalization of hydrostatic flood forces shall be provided below the Base Flood Elevation in conformance with the provisions of Section 13-5-1H.
 8. Accessory structures not used solely for parking, access, and storage must be elevated per Section 13-5-2A and B,

9. An accessory structure with a footprint less than 600 square feet and is a minimal investment of ten thousand dollars (\$10,000) or less and satisfies the criteria outlined in 1-7 above is not required to provide the elevation certificate per Section 13-5-2B.
- H. Tanks. When gas and liquid storage tanks are to be placed within a Special Flood Hazard Area, the following criteria shall be met:
 1. Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse, or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the base flood, including the effects of buoyancy (assuming the tank is empty);
 2. Elevated above-ground tanks, in flood hazard areas shall be attached to and elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse, or lateral movement during conditions of the base flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area;
 3. Not elevated above-ground tanks may be permitted in flood hazard areas provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.
 4. Tank inlets, fill openings, outlets and vents shall be:
 - a. at or above the flood protection elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the base flood; and
 - b. anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the base flood.
- I. Construction of Below-Grade Crawlspace.
 1. The interior grade of a crawlspace below the BFE must not be more than two (2) feet below the exterior lowest adjacent grade (LAG).
 2. The height of the below-grade crawlspace, measured from the interior grade of the crawlspace to the top of the crawlspace foundation wall, must not exceed four (4) feet at any point.
 3. There must be an adequate drainage system that removes floodwaters from the interior area of the crawlspace. The enclosed area should be drained within a reasonable time after a flood event.
 4. The velocity of floodwaters at the site should not exceed five (5) feet per second for any crawlspace.
 5. See Technical Bulletin 11 for further information. Buildings that have below-grade crawlspaces may have higher flood insurance premiums than buildings that have the preferred crawlspace construction, with the interior elevation of the crawlspace soil at or above the Base Flood Elevation (BFE).
- J. Subdivision plats. Flood zones:
 1. A note must be provided on the final plat documenting the current flood zone in which the property or properties are located. The boundary line must be drawn on the plat in situations where two or more flood zones intersect over the property or properties being surveyed.

2. FEMA FIRM panel(s): #160xxxxxxC, & 160xxxxxxE, etc.
 3. FIRM effective date(s): mm/dd/year
 4. Flood Zone(s): Zone X, Zone A, Zone AE, A Zone D, etc.
 5. Base Flood Elevation(s): AE __.0 ft., etc.
- K. Critical Facilities: Construction of new critical facilities shall be, to the extent possible, located outside the limits of the special flood hazard area (SFHA) (100-year floodplain). Construction of new critical facilities shall be permissible within the SFHA if no feasible alternative site is available. Critical facilities constructed within the SFHA shall have the lowest floor elevated three feet (3') above BFE or to the height of the 500-year flood, whichever is higher. Access to and from the critical facility should also be protected to the height utilized above. Floodproofing and sealing measures must be taken to ensure that toxic substances will not be displaced by or released into floodwaters. Access routes elevated to or above the level of the base flood elevation shall be provided to all critical facilities to the extent possible.

13-5-3: STANDARDS FOR FLOODPLAINS WITHOUT ESTABLISHED BASE FLOOD ELEVATIONS:

Within the Special Flood Hazard Areas designated as Zone A (also known as Unnumbered A Zones) and established in Section 13-3-2, where no Base Flood Elevation (BFE) data has been provided by FEMA, the following provisions, in addition to the provisions of Section 13-5-1 shall apply:

- A. The BFE used in determining the Flood Protection Elevation (FPE) shall be determined based on the following criteria:
1. When Base Flood Elevation (BFE) data is available from other sources, all new construction and substantial improvements within such areas shall also comply with all applicable provisions of this title and shall be elevated or floodproofed in accordance with standards in Section 13-5-1 and Section 13-5-2.
 2. When floodway data is available from a Federal, State, or other source, all new construction and substantial improvements within floodway areas shall also comply with the requirements of Sections 13-5-2 and 13-5-5.
 3. Require that all new subdivision proposals and other proposed developments (including proposals for manufactured home parks and subdivisions) greater than 50 lots or 5 acres, whichever is the lesser, include within such proposals base flood elevation data. Such Base Flood Elevation (BFE) data shall be adopted by reference in accordance with Section 13-3-2 and utilized in implementing this title.
 4. When Base Flood Elevation (BFE) data is not available from a Federal, State, or other source as outlined above, the lowest floor shall be elevated or floodproofed (non-residential) to two feet (2.0 ft.) above the Highest Adjacent Grade (HAG) at the building site or to the Flood Protection Elevation (FPE) whichever is higher, as defined in Section 13-2-2. All other applicable provisions of Section 13-5-2 shall also apply.

13-5-4: STANDARDS FOR RIVERINE FLOODPLAINS WITH BASE FLOOD ELEVATIONS BUT WITHOUT ESTABLISHED FLOODWAYS:

Along rivers and streams where Base Flood Elevation (BFE) data is provided by FEMA or is available from another source but floodways are not identified for a Special Flood Hazard Area on the FIRM or in the FIS report, the following requirements shall apply to all development within such areas:

- A. Standards of Sections 13-5-1 and 13-5-2; and
- B. Until a regulatory floodway is designated, no encroachments, including fill, new construction, substantial improvements, or other development shall be permitted unless certification with supporting technical data by a registered professional engineer is provided demonstrating that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community.

13-5-5: STANDARDS FOR FLOODWAYS:

Areas designated as floodways located within the Special Flood Hazard Areas established in Section 13-3-2. The floodways are extremely hazardous areas due to the velocity of floodwaters that have erosion potential and carry debris and potential projectiles. The following provisions, in addition to standards outlined in Sections 13-5-1 and 13-5-2 shall apply to all development within such areas:

- A. No encroachments, including fill, new construction, substantial improvements, and other developments shall be permitted unless:
 - 1. it is demonstrated that the proposed encroachment would not result in any increase in the flood levels during the occurrence of the base flood, based on hydrologic and hydraulic analyses performed in accordance with standard engineering practice and presented to the Floodplain Administrator prior to issuance of floodplain development permit (*This is a No-Rise Analysis & Certification*); or
 - 2. a Conditional Letter of Map Revision (CLOMR) has been approved by FEMA. A Letter of Map Revision (LOMR) must also be obtained within six months of completion of the proposed encroachment.
- B. If Section 13-5-5A is satisfied, all development shall comply with all applicable flood hazard reduction provisions of this title.
- C. Manufactured homes may be permitted provided the following provisions are met:
 - 1. the anchoring and the elevation standards of Section 13-5-2C; and
 - 2. the encroachment standards of Section 13-5-5A.
- D. Other Development in regulated floodways.
 - 1. Fences that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, in regulated floodways shall meet the limitations of Section 13-5-5 of this title.
 - 2. Retaining walls, bulkheads, sidewalks, and driveways that involve the placement of fill in regulated floodways shall meet the limitations of Section 13-5-5 of this title.

3. Roads and watercourse crossings, including roads, bridges, culverts, low-water crossings, and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, which encroach into regulated floodways, shall meet the limitations of Section 13-5-5 of this title.
4. Drilling water, oil, and/or gas wells including fuel storage tanks, apparatus, and any equipment at the site that encroach into regulated floodways shall meet the limitations of Section 13-5-5 of this title.
5. Docks, piers, boat ramps, marinas, moorings, decks, docking facilities, port facilities, shipbuilding, and ship repair facilities that encroach into regulated floodways shall meet the limitations of Section 13-5-5 of this title

CHAPTER 6

LEGAL STATUS PROVISIONS

SECTION:

13-6-1: EFFECT ON RIGHTS AND LIABILITIES UNDER THE EXISTING FLOOD DAMAGE PREVENTION ORDINANCE:

This title, in part, comes forward by re-enactment of some of the provisions of the Flood Damage Prevention Ordinance enacted August 13, 1974, as amended, and it is not the intention to repeal but rather to re-enact and continue to enforce without interruption of such existing provisions, so that all rights and liabilities that have accrued thereunder are reserved and may be enforced. The enactment of this ordinance shall not affect any action, suit, or proceeding instituted or pending. All provisions of the Flood Damage Prevention Ordinance of the City of Bonners Ferry enacted on August 13, 1974, the adoption date of the community's initial Flood Damage Prevention Ordinance, and the Flood Damage Prevention Ordinance #357 adopted August 6, 1985, as amended, which are not reenacted herein are repealed.

13-6-2: EFFECT UPON OUTSTANDING FLOODPLAIN DEVELOPMENT PERMITS:

Nothing herein contained shall require any change in the plans, construction, size, or designated use of any development or any part thereof for which a Floodplain Development Permit has been granted by the Floodplain Administrator or his or her authorized agents before the time of passage of this ordinance. Provided, however, that when construction is not begun under such outstanding permit within a period of 180 days subsequent to the date of issuance of the outstanding permit, construction or use shall be in conformity with the provisions of this ordinance.

SECTION 2: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

SECTION 3: REPEALING: Title 13, Flood Control, of Bonners Ferry City Code, the community’s initial Flood Damage Prevention Ordinance adopted August 13, 1974, and the Flood Damage Prevention Ordinance #357 adopted August 6, 1985, are hereby repealed in their entireties.

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

APPROVED by the Mayor and City Council of the City of Bonners Ferry, Idaho this 6th day of December, 2022.

This ordinance passed under suspension of rules and duly enacted as an ordinance of the City of Bonners Ferry, Idaho on this 6th day of December, 2022, upon the following roll call vote:

ROLL CALL:

Council President Alonzo _____
Council Member Poston _____
Council Member Thompson _____
Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor James R. “Dick” Staples

Attest:

Christine McNair, Clerk, City of Bonners Ferry, Idaho

APPROVAL OF ORDINANCE SUMMARY

Publication of this ordinance by summary in the official newspaper is hereby approved by the Bonners Ferry City Council on this 6th day of December, 2022, upon the following vote:

- Council President Alonzo _____
- Council Member Poston _____
- Council Member Thompson _____
- Council Member Smith _____

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor James R. "Dick" Staples

Attest:

Christine McNair, Clerk, City of Bonners Ferry, Idaho

**SUMMARY FOR PUBLICATION OF
CITY OF BONNERS FERRY, IDAHO ORDINANCE NO. 605**

Pursuant to Idaho Code Section 50-901A, the City of Bonners Ferry, Idaho hereby gives notice of the adoption of City of Bonners Ferry Ordinance No. 605 adopted on December 6, 2022. The full title of the ordinance is:

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, REPEALING BONNERS FERRY CITY CODE, TITLE 13, FLOOD CONTROL, AND REPLACING IT WITH A NEW TITLE 13, FLOOD DAMAGE PREVENTION THAT REFLECTS THE REQUIREMENTS OF THE NATIONAL FLOOD INSURANCE PROGRAM AND THE STANDARDS OF THE STATE OF IDAHO DISASTER PREPAREDNESS ACT; TO PROVIDE: DEFINITIONS; A BASIS FOR THE FLOODPLAIN AND REGULATIONS; ADMINISTRATIVE PROCEDURES; DEVELOPMENT PERMITTING AND STANDARDS; APPEAL AND VARIANCES PROCESSES; EXCEPTIONS; A VIOLATIONS PROCESS; ESTABLISHMENT OF PENALTIES AS A MISDEMEANOR; CIVIL REMEDIES; AND TO PROVIDE SEVERABILITY; AN EFFECTIVE DATE THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL, AND PUBLICATION ACCORDING TO LAW.

The ordinance replaces Title 13 Flood Control with a code that is compliant with the flood prevention standards of the State of Idaho and the National Flood Insurance Program. The ordinance contains updated definitions to identify commonly used FEMA terms and adds new definitions, including "mudslide," provides duties for the community floodplain administrator, sets specific standards to prevent flood damage, makes certain exceptions for low-cost, non-residential buildings, adds standards for utility and hazardous waste placement in the floodplain, requires evacuation routes for new housing developments, sets appeal and variance procedures, and establishes corrective actions and penalties for violations.

The full text of Ordinance No. 605 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

Mayor James R. "Dick" Staples

Christine McNair, City Clerk

City Attorney Statement Pursuant to Idaho Code Section 50-901A(3)

I, Andrakay Pluid, duly appointed City Attorney for the City of Bonners Ferry, Idaho, certify that the above summary is true and complete and provides adequate notice to the public.

Dated: _____