

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
May 2, 2023
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.

GUESTS

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 minutes from the April 18, 2023, meeting
4. Contract with AGE Heating and Cooling for maintenance at City Hall and Visitor Center.
5. Contract with IDL for Cooperative Agreement for Mutual Assistance for wildland fire suppression.

NEW BUSINESS

6. **PLANNING AND ZONING – {action Item}**[attachment] Recommendation by Planning and Zoning for AN05-23 Deliberation only.
7. **PLANNING AND ZONING-{action item}**[attachment] Authorize Mayor to sign annexation agreements with Two Brews Coffee Company, LLC and Grace Bible Fellowship Church.
8. **CLERKS OFFICE- {action Item}**[attachment] - Consider hiring Kris Larson to assist with Clerk/Treasury Duties.

Posted at City Hall on _____

9. **CITY {action Item}** [attachment] - Consider appointing a representative to the Panhandle Area Council Board.

10. **EXECUTIVE SESSION- {action Item}** pursuant to Idaho Code 74-206, subsection 1 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement,

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
April 18, 2023**

Mayor Dick Staples called the Council meeting of April 18, 2023, to order at 6:00 pm. He began the meeting with the pledge of allegiance.

Present for the meeting were: Council Members Valerie Thompson, Ron Smith and Rick Alonzo. Council Member Brion Poston was absent.

Also present were City Administrator Lisa Ailport, City Engineer Mike Klaus, Police Chief Brian Zimmerman, Clerk Treasurer Deby Garcia and City Attorney Andrakay Pluid.

Members of the public present included: Dave Gray, Dottie Gray, Emily Bonsant, and Loretta Hunsaker,

PUBLIC COMMENTS

Jerry Higgs thanked the council for checking on the flag. He shared his concerns about the pole continuing to lean with the pull of the large flag and suggested that a smaller flag might be the answer. Mayor Staples thanked Mike Klaus for looking at the flagpole and assured Mr. Higgs that they will keep an eye on it.

Jerry Higgs also brought up the Local Option tax. He thinks the city has done an outstanding job in explaining the need for the tax. He also expressed thanks to the city and community members who are helping to spread the word.

Faye Almond shared that she has been going out a lot because it is important. She has found that very few people know what this is about. She encouraged others to communicate with the public. Faye shared that the public has been very positive and how important it is that this vote passes.

GUESTS

The guests were Ben Apo with the Veterans of Foreign Wars Post #3622, Matt Morgan from the Bonners Ferry Eagles #3522, and Mike Spurgeon with the Disabled American Veterans Post #28. They came to deliver donated funds to the Memorial Park flag replacement fund.

On behalf of the gentlemen with Matt Morgan, they have put together a fund-raising package and would like to present a check to replace one of the big flags at flag park. They presented a check in the amount of \$1700.00 to the city for that. In November, the middle schoolers did a penny drive, and that money is being used to help pay for the new flag. The mayor thanked them for their donation.

REPORTS

Police-No Report

Fire-Not Present

City Administrator, Lisa Ailport- Lisa shared that a permit was issued for a parklet for one business downtown so that will be out some time soon downtown. The mayor asked if there was any more interest from other businesses and Lisa shared that there has been interest and questions from other businesses.

Secondly, Lisa shared that the Bonners Ferry Herald has graciously given us more time to provide a state of the city address. It was due last week but they just told us last week, so we were given an extension to put it together.

At this point, Lisa wants to include the comprehensive plan accomplishments and the Local Option Tax. It will be a large document that they compile from different organizations including the police department. Lisa said to let her know if anything else should be included in the city's report.

Lastly, Lisa discussed that in discussions with the City Engineer, Mike Klaus and City Attorney, Andrakay Pluid, it became clear that we need to call a special meeting to repeal Ordinance which is our sewer study ordinance. In May we need to re-access the sewer study for the previous five months. In order to do that, we need to repeal the ordinance.

City Engineer, Mike Klaus- Mike mentioned the AIC Annual Conference, June 21-23. He asked the council members to talk to him after the meeting if they were interested in going.

Mike also shared a task list that needs to be done in the coming year including billing and the sewer study.

Urban Renewal-Not Present

Spot- There will be a joint meeting with the county and the city of Moyie on the 24th. Ron is on the agenda to talk about Spot.

Golf-Not Present

EDC-Not Present

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of minutes from the April 4, 2023, meeting
4. Approve purchase of safe for clerks' office to replace existing safe.

Val Thompson made a motion to approve the consent agenda.

Rick Alonzo seconded the motion.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

NEW BUSINESS

5. **PLANNING AND ZONING – {Action Item}** Consider Approval or Denial of **File #AM19-23** - The City of Bonners Ferry Comprehensive Plan and Future Land Use Map Amendment.

Clare Marley from Ruen-Yeager & Associates joined the meeting via Zoom. Lisa explained that Clare would summarize the file. This is a public hearing to consider the comprehensive plan and future land use map. It's a legislative decision which means that the public is welcome to participate at the appropriate time that you note. The most important part of the process is that you open the public hearing and that you close the public hearing so that we can have for the record what decision is made. The first part of the agenda does open the public hearing portion of that which gives Clare a chance to summarize and take public comment. The second part, which is listed as item number 6, is the decision on the file itself. An action noted in the file will

be whether you approve it. Item number 7 will be passing a resolution in order to enact the Comprehensive Plan and Future Land Use Map. The Resolution number is 2023-010.

The mayor opened the meeting to a public hearing and asked Clare Marley to proceed with her presentation.

Clare summarized File **#AM19-23 - The City of Bonners Ferry Comprehensive Plan and Future Land Use Map Amendment plan.**

PUBLIC HEARING: PLANNING – [Attachment] **File #AM19-23 - The City of Bonners Ferry Comprehensive Plan and Future Land Use Map Amendment:** The City of Bonners Ferry will hear the repeal and replacement of its current comprehensive plan and future land use map with a new plan and map. The proposed plan contains the components required by Idaho Code 67-6508, including analysis of current conditions, services, land uses, trends, the city's desired goals and objectives, and a map indicating suitable projected land uses within the city. The Bonners Ferry Planning and Zoning Commission recommended to City Council approval of the plan and map at its March 1, 2023, public hearing.

Clare shared that this process is the same for every public hearing. It involves a staff presentation. The council may have questions after the presentation, and they are welcome to ask them. When in the legislative mode, testimony can be taken in any order. The council can also ask and clarify questions from the public. Once questions are completed, it's followed by deliberation and a decision. This is a large project that's taken a year and a half to go through. The council has already received several reports so Clare addressed that she would not go through them all.

We were able to take this public in many ways including open houses and public workshops. The planning commission formed an advisory committee who has been very instrumental in keeping the project moving forward and putting a lot of time behind the scenes. We also had a farmers market presentation and went to the fair. We also had a contractor, SCJ Alliance, who did a majority of the work. He conducted a variety of surveys. We completed our process with the Planning and Zoning planning commission meeting with an open house, and an actual public hearing. The last part of this is the consideration by the city council.

The main reason we are doing this is because the current comprehensive plan is 17 years old. The state asks that it's looked out every five years. The comp plan serves as a guide to form policies for community development and future land use laws.

The Idaho code has a couple minimums we must include. We have all 16 of the 17 components included in the plan. We don't have to include the last component because we don't have a large 115 kilovolt system going through our city.

We also must provide a map which is either called an objective land use map or a future land use map. We also must provide time for public comment. This was accomplished through surveys, electronic means and face to face.

We must notify taxing districts, and media outlets in every step along the way. Lastly, the law dictates that the plan must be passed by a resolution instead of by an ordinance.

Clare explained that we partnered with Blue Cross for a substantial amount of the funding as well as the city council funding. She also explained the five social determinants and how they worked into the plan and the ten different land designations. Clare covered the different land designations with the council. Hand-outs were provided to the council members.

Clare shared the results of the surveys including discussion of further housing and protection of historic buildings. The survey also showed a great interest in amenities along the Kootenai River. The Highway 95 corridor and the challenge in turning left on the highway was also discussed and had a great deal of interest.

Clare went over the public comments with the city council; including who would pay for the upgraded amenities and questions about livestock animals in certain zoning areas.

Clare reviewed that the Christmas Hills area was originally shown as residential low density and included the ability for duplexes. The testimony for that change was accepted by the planning commission and forwarded to you showing the change to single families.

Clare explained that two weeks prior, the council had adopted the Boundary Tractor acre zone change and comprehensive change however if this map is adopted, that area will no longer have the commercial designation so it's the recommendation that you include within this document now tonight, the change to commercial mixed use.

Clare opened the room to questions. Ron Smith asked if the concerns from the public had been addressed and Clare shared that the designations on the map that were concerning, had been changed.

There were no public comments. The public hearing was closed.

6. DECISION TO APPROVE FILE #AM19-23 The City of Bonners Ferry Comprehensive Plan and Future Land Use Map Amendment

Val Thompson moved to approve File #AM19-23 to repeal and replace the current comprehensive plan and future land use map with a new plan and map finding that it is in accord with the requirements of the Idaho local land use planning act as enumerated in the findings listed in the staff report and based upon testimony received at this hearing and incorporating the Planning and Zoning recommended amendments to the plan and map and the designation of 6659 Augusta as general commercial and mixed use on the future land use map.

Rick Alonzo seconded the motion.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

7. PLANNING AND ZONING {Action Item} [attachment] – Consider adopting resolution 2023-010, a resolution of the city council of Bonners Ferry, providing for the adoption of a new comprehensive plan and future land use map in compliance with the provisions of Idaho Code §67-6508 and the procedures of Idaho Code §67-6509, providing for the repeal of all previous comprehensive plan and future land use maps and providing for an effective date.

Val Thompson moved to adopt resolution 2023-010, a resolution of the city council of Bonners Ferry, providing for the adoption of a new comprehensive plan and future land use map in compliance with the provisions of Idaho Code §67-6508 and the procedures of Idaho Code §67-6509, providing for the repeal of all previous comprehensive plan and future land use maps and providing for an effective date.

Rick Alonzo seconded the motion.

City Administrator, Lisa Ailport took a moment to thank Blue Cross for their help in this process. They are interested in learning from our process. Blue Cross funded \$50,000.00 of this project and another \$20,000.00 came from the ARPA dollars so those funds helped us to complete this project within budget.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

8. **CITY {Action Item}** [attachment] - Consider special meeting with Board of County Commissioners for regional discussions on April 24, 2023, at 6:00 pm at the Boundary County Fairgrounds, Memorial Hall.

City Administrator, Lisa Ailport shared that the venue of the meeting was just changed. The meeting will now be at the annex building. Council needs to approve this special meeting and she provided an agenda with the areas that need to be addressed with the county commissioners including the Boundary County area transportation team, the comprehensive plan, the area city impact discussion, the Riverside Road improvements and the Spot bus.

Rick Alonzo made a motion to have a special meeting with the Board of County Commissioners for regional discussions on April 24, 2023, at 6:00 pm at the annex building.

Ron Smith seconded the motion.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

9. **CITY {Action Item}** [attachment] - Consider September 5, 2023, for budget hearing for FY 2023/2024, and authorize notice to the County Clerk pursuant to Idaho Code 63-802A.

Lisa stated that it's important to cite the Idaho Code sections especially as we see staff changing. This is a requirement of the city. Lisa provided a draft motion in the memo. There are some requirements to take into consideration. We must notice the meeting twice in the paper and there are certain dates that we must notice it by; within seven days of the meeting and within 14 days of the meeting.

After that, there is an appropriation ordinance that gets adopted and that requires publication.

Rick Alonzo made a motion to adopt September 5, 2023, as the date for the FY 2023/2024 budget hearing to direct staff to provide notification to the county clerk's office in accordance with Idaho Code §63-802A.

Ron Smith seconded the motion.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

10. **ELECTRIC {Action Item}** [attachment] -Consider requesting a scope and fee proposal from HDR for dam relicensing services.

City Engineer, Mike Klaus shared that it's time to get started in selecting a consultant for the relicensing of the dam because it's a 5–6-year process and the relicensing needs to be finished before the year 2029. HDR is a great firm who does this type of work. They've done compliance work for us with the Federal Energy Regulatory Commission for the last 5 or 6 years. Most relicensing companies don't have staff as close to us as they do. They are familiar with DEQ and are familiar with state regulations.

Mike recommended HDR but also shared that the council could request proposals from other companies if they choose to.

Ron Smith moved to get a scope and fee proposal from HDR for dam relicensing services.

Rick Alonzo seconded the motion.

Result:	Approve
Moved by:	Ron Smith
Seconded by	Rick Alonzo
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

11. **SEWER {Action Item}** [attachment] -Consider approval of water and sewer main extension plans for Hazel Street.

Mike shared that the sewer ordinance states that council must approve main extension plans. He stated that it's important for the council to be involved as the sewer mains expand. For clarification, Mike stated that Hazel Street is just below the cemetery road. Mike shared that the main is short of going all the way to the end of the road.

DEQ now requires that the city provides them with a declining balance number on sewer and water. It's a count on new connections that the city has available for water and sewer for people. Mike made a recommendation to proceed with the water and sewer main extension plan for Hazel Street.

Val Thompson shared for transparency's sake that this is the road she lives on.

Lisa shared that in the sewer ordinance that was adopted last year, it states that we wanted to connect people at a near 90 so there are no private lines meandering through the city right of way. The extension of this main will put back on the landowner the need to extend those.

Rick Alonzo moved to approve the water and sewer main extension plans for Hazel Street with approval of the city engineer and DEQ.

Ron Smith seconded the motion.

Result:	Approve
Moved by:	Rick Alonzo
Seconded by	Ron Smith
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

12. **WATER {Action Item}** [attachment] -Consider approval of Contract with H2E to migrate programming at water treatment plant.

City Engineer, Mike Klaus shared that the next two items are married to each other. The first is the installation of new software and some hardware to upgrade the control system for the water plant. We have no current support for the hardware and software that we are currently using. This is a complicated process so the labor portion of this will be intense and costly. This first consideration is for labor only.

Val Thompson moved to approve the contract with H2E to migrate programming at the water treatment plant in the amount of \$19,950.00.

Rick Alonzo seconded the motion.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Rick Alonzo
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

13. **WATER {Action Item}** [attachment] Consider approval of software upgrades for water treatment plant.

Mike shared that this is the software portion of the water treatment plant upgrade, and the cost is \$6,262.00. This is the cost for one year. This will be a yearly cost.

Val Thompson made a motion to approve the purchase of the AIMM services in the amount of \$6,262.00 for software upgrades for the water treatment plant.

Result:	Approve
Moved by:	Val Thompson
Seconded by	Ron Smith
Voted Yes	Val Thompson, Rick Alonzo, Ron Smith
Voted No	
Absent	Brion Poston

**COOPERATIVE AGREEMENT – MUTUAL ASSISTANCE
STATE OF IDAHO – STATE FORESTER**

IDAHO DEPARTMENT OF LANDS

and

This agreement, made on _____, by and between the STATE OF IDAHO, acting by and through the State Forester, Idaho Department of Lands with the approval of the State Land Board of Commissioners, hereinafter referred to as “STATE”, and the _____, hereinafter referred to as “COOPERATOR”.

RECITALS

WHEREAS, under the provisions of Title 38, Chapter 1, Idaho Forestry Act, Idaho Code, with particular reference to §38–104, the STATE is authorized to enter into cooperative agreements with any county, municipality, association or organization for the detection, prevention or suppression of forest fires, or whose function, desire and/or duty it is to protect any forest or range land from forest or range fires for the purpose of furnishing, operating and maintaining, a protective system for the detection, prevention and suppression of forest or range fires in forest protective districts; and, under the provisions of Idaho Code, Title 31 Chapter 14, Fire Districts, and Title 67, Chapter 23, Miscellaneous Provisions, with particular reference to §31-1417, §31-1430, and §67-2339, the COOPERATOR is authorized to enter into agreements for the purpose of carrying out its duties and obligations; and

WHEREAS, certain of the lands and properties for which STATE and COOPERATOR are independently responsible for the protection from fire are intermingled or adjacent and

WHEREAS, in order to provide more effective and prompt fire suppression on these lands mutual assistance and cooperation between STATE and COOPERATOR is desirable.

NOW, THEREFORE, the parties hereto, STATE and COOPERATOR, do hereby agree as follows:

ARTICLE I

DEFINITIONS FOR AGREEMENT

1.01 Controlled

The completion of a control line around a fire, any spot fires therefrom, and any interior islands to be saved; burned out any unburned area adjacent to the fire side of the control lines; and cool down all hot spots that are immediate threats to the control line, until the lines can reasonably be expected to hold under the foreseeable conditions.

- 1.02 Containment
The status of a wildfire suppression action signifying that a control line has been completed around the fire, and any associated spot fires, which can reasonably be expected to stop the fire's spread.
- 1.03 Initial Attack
Initial fire suppression response actions taken by the first resources to arrive at a wildfire provided by a fire protection agency for the purposes of engaging in the suppression and/or control of a fire. Initial actions may be size up, patrolling, monitoring, holding action, or aggressive Initial Attack. The kind and number of resources responding to Initial Attack vary depending upon fire danger, fuel type, values to be protected, and other factors. Generally, Initial Attack involves a small number of resources, and incident size is small.
- 1.04 Jurisdiction
The range or sphere of authority related to fire protection agency's legal responsibilities and authority for incident mitigation as established in Idaho Law in conjunction with the procurement of fire protection services from the fire protection agency through its cooperative agreements, contracts, membership fees, tax levies or assessments intended to fund or provide for fire protection services. For Idaho Department of Lands, wildland fire protections services are provided to landowners who pay a Forest Fire Patrol Assessment as per §38-111, Idaho Code.
- 1.05 Protection Area
An area protected from fire by STATE and COOPERATOR as designated on maps described in ARTICLE II of this agreement.
- 1.06 Protecting Agency
The party having jurisdiction is responsible for fire suppression within a protection area.
- 1.07 Firefighting Facilities
The physical equipment, of each protecting agency, used for the suppression of fire.
- 1.08 Personnel
The persons designated by each protecting agency to take part in fire suppression activities.

ARTICLE II

PROTECTION AREA

- 2.01 STATE Protection Area
The Protection Area of STATE shall be indicated on the map labeled Exhibit "A", attached hereto and by this reference made a part hereof.
- 2.02 COOPERATOR Protection Area
The Protection Area of COOPERATOR shall be indicated on the map labeled Exhibit "B", attached hereto and by this reference made a part hereof.

ARTICLE III**MUTUAL ASSISTANCE**3.01 Cooperation

STATE and COOPERATOR agree to furnish Personnel and Firefighting Facilities to each other to aid in suppression of fires. The Protecting Agency furnishing assistance reserves the right to send Personnel and Firefighting Facilities reasonably available in the judgement of the individual in charge. It is further understood that STATE will be expected to have manpower and equipment available only during closed forest fire season.

3.02 Initial Attack Action

If a fire occurs on or near a mutual boundary, both STATE and COOPERATOR shall promptly send Personnel and firefighting equipment available to start fire control action unless it is mutually understood that only one Protecting Agency will promptly supply the control action.

3.03 Notification

Employees of one Protecting Agency discovering or receiving reports of fires on or threatening lands within the Protection Area of the other Protecting Agency shall report the fires promptly to the responsible Protecting Agency.

3.04 Incident Qualifications

STATE and COOPERATOR recognize each Protecting Agency's professional incident qualification standards as acceptable to their own professional incident qualification standards for the purposes of engaging in cooperative fire suppression actions of mutual benefit. Under this agreement, recognition of Incident Qualifications applies to the Protection Agencies engaged in cooperative initial attack fire suppression actions or situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area.

3.05 Fire Investigation

The STATE and COOPERATOR will protect the origin area of any fire to the best of its ability. The STATE and COOPERATOR will participate in a joint investigation when a fire originates on a Protection Area where each Protecting Agency maintains jurisdiction in fire suppression. The STATE reserves the right to investigate fires originating on, spreading to, or threatening land subject to Forest Fire Protection Assessment.

3.06 Reimbursement

Each Protecting Agency shall assume its own costs incurred under Paragraph 3.01 and 3.02 while engaged in initial attack response not to exceed 24 hours or until containment of the fire achieved, herein, unless reimbursement has been mutually agreed upon in advance and documented by both officers in charge. When reimbursement is in order, payment for Personnel and Firefighting Facilities furnished shall be at the prevailing firefighting equipment and wage rates. When using STATE facilities, the firefighting rate schedule established by the State Forester shall be used. When using COOPERATOR facilities, the rate schedule as established by the Idaho Cooperative Mobilization Agreement (ICMA) will be used. Payment and billing procedures will follow the billing protocols as outlined in the ICMA formerly known as the Fire Service Organization Rate Book.

- 3.07 Invoice Timeframe
Reimbursement of costs must be invoiced within sixty (60) business days of the last date of incurred expense for the incident.

ARTICLE IV

SUPERVISION

- 4.01 Regular Procedure
Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. Initial action taken by the assisting agency, prior to the arrival of the responsible agency, shall be under the supervision of the assisting agency only until the arrival of the responsible agency unless other arrangements are made in advance.
- 4.02 Joint Procedure
Each Protecting Agency is responsible for assuming direction of action on fires within its Protection Area. During situations where both agencies maintain jurisdiction for fire suppression within a common Protection Area, initial action will be taken by both agencies and unified command shall be established between the protection agencies for incident supervision purposes.
- 4.03 Change in Procedures
Whenever it appears advantageous to establish a different procedure for supervision of fire control action, the Protecting Agencies may do so by mutual agreement and documented by both officers in charge. At all other times, the procedures set forth in Paragraphs 4.01 and 4.02, herein, shall be in effect.

ARTICLE V

PREPAREDNESS AND PREVENTION

- 5.01 Training
STATE and COOPERATOR may engage and participate in integrated training activities and exercises to improve fire response coordination and fire suppression effectiveness. Unless mutually agreed upon in advance, each Protecting Agency shall assume its own costs when engaged in cooperative training activities and exercises.
- 5.02 Radio Frequencies
STATE and COOPERATOR may share radio frequencies and communication facilities for the purposes of providing a coordinated fire suppression response.
- 5.03 Burn Permits
STATE will manage a self-serve, online Burn Permit system – <http://burnpermits.idaho.gov>. COOPERATOR will provide STATE input when burning should be restricted within the COOPERATOR Protection Area. Upon mutual agreement, COOPERATOR may be granted access to the Burn Permit system for the purposes of supporting the administration of the COOPERATOR's fire prevention program within the COOPERATOR's Protection Area.

- 5.04 Operations Plan
STATE and COOPERATOR are encouraged to mutually develop Operations Plans that provide principles, business direction, and guidance in the conduct of cooperative fire control operations. The Operations Plan shall be reviewed annually, and revised as necessary to achieve mutual cooperation and understanding within the framework established under this agreement.
- 5.05 Fire Prevention
STATE and COOPERATOR may engage and participate in cooperative fire prevention activities and projects of mutual benefit for the purposes of advancing public education and awareness of human caused fires and associated fire prevention mitigation practices. Unless mutually agreed upon in advance, each Protecting Agency engaged in cooperative fire prevention activities or projects will assume its own costs for Firefighting Facilities and Personnel provided to support these activities.

ARTICLE VI

STATEWIDE MOBILIZATION

- 6.01 STATE Request For Assistance
STATE shall be the single hiring point for Firefighting Facilities and Personnel provided by the COOPERATOR for the purposes of providing fire suppression assistance on wildland incidents where the COOPERATOR maintains no jurisdictional responsibility for fire suppression.
- 6.02 Procurement
The Idaho Cooperative Mobilization Agreement shall be used by STATE for the purposes of procuring COOPERATOR provided resources in response to COOPERATOR's acceptance of a STATE Request for Assistance.
- 6.03 Equipment Standards and Incident Qualifications
Firefighting Equipment and Personnel provided by the COOPERATOR shall meet the minimum equipment specifications and incident qualification standards as established in the Idaho Cooperative Mobilization Agreement.

ARTICLE VII

LIMITATIONS – RESPONSIBILITES

- 7.01 Limitations
In no event shall either party to this agreement be bound beyond its lawful authority and appropriations available.
- 7.02 Liabilities
Neither Protecting Agency shall be liable to the other Protecting Agency for any loss or damage.
- 7.03 Laws and Regulations
Each party hereto agrees to comply with all federal, state, and local laws, rules and regulations pertaining to this agreement including, but not limited to, industrial accident and workman's compensation laws of the State of Idaho.

7.04 Hold Harmless
 Unless otherwise limited or prohibited by law (including I.C. §§ 59-1015 through 59-1017, and subject to and in accordance with the Idaho Tort Claims Act, I.C. § 6-901 et seq.), each party agrees to save and hold the other harmless from any claim, liability or damage resulting from any error, omission, or act of negligence by the indemnifying party, its officers, employees or agents in the performance of its responsibilities under this Agreement.

ARTICLE VIII

DURATION-TERMINATION

8.01 Duration
 This agreement shall remain in effect for five years, effective from date of signatures, unless mutually agreed by the parties to extend this agreement. This agreement shall remain in continuous effect until termination pursuant to Paragraph 8.02 herein.

8.02 Termination
 This agreement may be terminated at any time by mutual consent of the parties or by one party giving written notice to the other party not less than thirty (30) days prior to effective date of termination.

IN WITNESS WHEREOF, the parties have executed this agreement on the date first hereinabove stated.

<u>STATE</u>		<u>COOPERATOR</u>	
Signature Area/District/Association Representative Idaho Department of Lands		Signature	
Jason Wilkerson	mm/dd/2023		
Printed Name	Date	Printed Name	Date
State Forester Idaho Department of Lands		Boundary County where FSO is located	
		Kootenai Valley Zone	
Printed Name	Date	Area/District/Association	

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and AGE Heating and Cooling herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

CONTRACTOR agrees to provide services as described in attached written estimates for maintenance of the HVAC systems at City Hall and the Visitor Center.

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

CONTRACTOR shall complete maintenance twice per year

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

Total not to exceed \$ 2,400.00 , without written ENTITY authorization.

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

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 20_____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:

By Andrakay Pluid Owner
(Name)

By _____
James R. Staples, Mayor

Its _____
(Title or Office)

ATTEST:

Deby Garcia, Clerk

WITNESS:

Jacey Dwayne Office Manager
(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry



BILL TO

City of Bonners Ferry
 P.O. Box 149
 Bonners Ferry, ID 83805 USA

ESTIMATE 3950006	ESTIMATE DATE Mar 22, 2023
----------------------------	--------------------------------------

JOB ADDRESS

Visitors Center
 6373 Bonner Street
 Bonners Ferry, ID 83805 USA

Job: 3939126

ESTIMATE DETAILS

Bonners Ferry Visitor Center Maintenance Agreement: Twice a year maintenance of (2) Carrier %90 gas furnaces. To include cleaning and total tune up of units. Filters to be provided. Parts to be replaced as needed. Twice a year maintenance of (1) carrier outdoor unit. Once a year maintenance of (1) single headed mini split unit. Parts to be replaced as needed.

TASK	DESCRIPTION	QTY	PRICE	TOTAL
COM-MAIN	Commercial Contract Maintenance For Spring \$600.00 and Fall \$600.00	2.00	\$600.00	\$1,200.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$1,200.00
TAX	\$0.00
TOTAL	\$1,200.00



BILL TO

City of Bonners Ferry
 P.O. Box 149
 Bonners Ferry, ID 83805 USA

ESTIMATE 3947702	ESTIMATE DATE Mar 22, 2023
----------------------------	--------------------------------------

JOB ADDRESS

City Hall
 7232 Main Street
 Bonners Ferry, ID 83805 USA

Job: 3937462

ESTIMATE DETAILS

City Hall Maintenance : Maintenance of all furnace and heat pump units in Bonners Ferry City Hall. Twice a year cleaning and full inspection of (2) Carrier fan coil units. Filters to be supplied with each visit. Twice a year cleaning and inspection of (2) Carrier heat pump outdoor units. Parts to be replaced as needed.

If either of the estimates provided to the City of Bonners Ferry for maintenance(City Hall & Visitors Center) are accepted then the labor rate for any location billed to the City of Bonners Ferry for future service calls/repairs will be discounted to \$110 per hour

TASK	DESCRIPTION	QTY	PRICE	TOTAL
COM-MAIN	Commercial Contract Maintenance Spring \$600.00 and Fall \$600.00	2.00	\$600.00	\$1,200.00

POTENTIAL SAVINGS	\$0.00
SUB-TOTAL	\$1,200.00
TAX	\$0.00
TOTAL	\$1,200.00



CITY OF BONNERS FERRY

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

STAFF REPORT BONNERS FERRY CITY COUNCIL ANNEXATION REQUEST, FILE #AN05-23 STATE OF IDAHO, COMMUNITY FELLOWSHIP CHURCH, TWO BREWS COFFEE

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

Project Description: The City of Bonners Ferry is sponsoring the annexation of three parcels into the City of Bonners Ferry that are located on Main Street, south of Grocery Outlet and east of U.S. Highway 95. The properties are owned by the State of Idaho (Department of Lands), Community Fellowship Church (Grace Bible Church), and Two Brews Coffee Company LLC (Stolley/Gardin). The properties total about 7.25 acres and are located in Section 4, Township 61 North, Range 1 East. The City proposes these lands be designated General Commercial & Mixed Use on the Comprehensive Plan Future Land Use Map and be zoned Commercial. The Commercial District allows a mixture of housing, retail, service, and office uses. The Planning and Zoning Commission unanimously recommended approval of the requested Comp Plan mapping and zoning for the property. The City Council will make the final decision on the mapping and annexation.

Location: The subject land is located in Section 4, Township 61 North, Range 1 East, Boise Meridian, south of Grocery Outlet.

Parcel Sizes: Approximately 7.25 acres

**Applicants/
Property Owners:** State of Idaho; Community Fellowship Church (Grace Bible Church); Two Brews Coffee Company, LLC

**Applicant's
Representative:** The City of Bonners Ferry is sponsoring this annexation

Application Filed: February 14, 2023

Notice Provided: Mailed to landowners w/in 300' & taxing districts: 3/31/23
Site Posted: 4/4/23
Newspaper publication: 3/30/23

Hearing Date: Planning and Zoning: April 20, 2023

Council Meeting: May 2, 2023

Packet Information: Annexation application petition, legal notice, draft annexation agreements

Aerial of subject area



APPLICABLE STATE AND CITY CODES/PROCEDURES

Idaho Code §50-222, Annexation by Cities, provides the procedures for annexations. Paragraph 5(a) of this section grants authority for the cities to initiate planning and zoning procedures to provide a comprehensive plan map designation and zoning classification. The law requires the cities to follow the public noticing procedures of the Local Land Use Planning Act, Title 67, Chapter 65. Cities have the authority to annex state and federal land, but the annexation into the city limits does not alter the state and federal rights granted by state and federal laws to govern their own lands. As a general rule, local land use laws are pre-empted by state and federal governments.

Idaho Code §67-6509, Recommendation and Adoption, Amendment, and Repeal of the Plan, and §67-6511, Zoning Ordinance, require at least one hearing be conducted on the request to amend the plan and zoning map. At least 15 days prior to the hearing, notice shall be given to the political subdivisions within the jurisdiction, the school district, and airport manager. In addition, notice must be provided to the media and posted on available city websites. For the zoning map amendment, notice shall be given at least 15 days prior to the hearing to all landowners within 300 feet of the subject property. The governing bodies shall analyze the requested zoning district map amendment and ensure it is not *"in conflict with the adopted plan, or would result in demonstrable adverse impacts upon the delivery of services by any political subdivision providing public services, including school districts, within the planning jurisdiction..."* The Planning and Zoning Commission shall make a recommendation to the City Council on the proposed amendment. The City Council may conduct at least one public hearing, in addition to the Commission decision, after it receives the recommendation from the Planning and Zoning Commission. If the City Council makes any material change in the recommendation or options contained in the Commission recommendation, further notice and a public hearing must be conducted by the Council. **Bonnors Ferry City Code §11-1-2 (I), Annexation Prerequisite**, requires the Planning and Zoning Commission recommend to City Council a comprehensive plan map designation and zone change for the area proposed for annexation. **Bonnors Ferry City Code §11-6-1, et seq.**, establishes the public hearing process for zoning map amendments. The Planning and Zoning Commission shall make the recommendation to Council, and the Council may require a public hearing before making a recommendation.

I. PROPERTY INFORMATION:

1. Site acreage: ±7.25 acres
2. Access: U.S. Highway 95
3. Services: The annexation would allow the city to extend water and sewer services to the properties. The church receives city water and sewer services.
4. Surrounding uses and zones:

Compass	Comp Plan Designation	Current Zoning	Uses/Densities
Sites	Rural Community Commercial (County)	Rural Community Commercial (County)	Church building, Idaho Department of Lands office, vacant land
North	General Commercial & Mixed Use	Commercial	Grocery Outlet
South	Rural Community Commercial - (County)	Rural Community Commercial - (County)	Vacant lots, mini- storage, residential homesites, church
East	Residential - (County)	Residential - (County)	Residential homesites
West	Residential - (County)	Residential - (County)	USFS Bonnors Ferry Ranger District

II. PROJECT OVERVIEW/SUMMARY

The annexation of these three properties, owned by the State of Idaho, Community Fellowship Church, and Two Brews Coffee Company LLC, are directly south of the current Bonnors Ferry city limits and adjacent to U.S. Highway 95. The annexation application calls for all three to be designated General Commercial & Mixed Use on the Future Land Use Map. The Council adopted the new Future Land Use map April 18, 2023.

The parcels would be zoned Commercial, if approved by the Council. As noted in the application, the City provides sewer and water services in the vicinity. These annexations will provide opportunities for service extensions and allow development to occur "in a fiscally responsible way" and with "urban development standards instead of the county's requirements," according to the application. The landowners would be able to seek connections through the city's utility application process. The church already has water and sewer connections.

Uses adjoining these properties are generally consistent with the non-residential developments along U.S. 95. The City seeks through a development agreement to obtain a 25-foot strip of land on each side of the church and vacant subject lands for a future transportation corridor. The landowners have signed an agreement indicating willingness to provide this corridor dedication that would be consistent with the city's long-range transportation plan, according to city officials.

With the exception of the State of Idaho property, the annexation is being considered by the City under the "Category A," or voluntary annexation process covered by Idaho Code §50-222, "Annexation by Cities." Voluntary annexations require:

- Consent by landowners. Landowner Two Brews submitted a notarized consent form dated January 5, 2023. Landowner Grace Bible Church of Bonners Ferry submitted a notarized consent to annexation, dated January 9, 2023. Planning staff discussed the proposed annexation with State of Idaho Department of Lands staff February 14, 2023, and followed up with an email detailing annexation plans.
- Contiguous or adjacent. The city limits touch the northern border of the parcel owned by the State of Idaho. All three as a unit of land under this application, are contiguous to the city limits.
- Be within the Area of City Impact (ACI) or included in the comprehensive plan. The land is located within the Bonners Ferry ACI and is designated as "Rural" in the new Bonners Ferry Future Land Use Map.

Idaho Code and Bonners Ferry City Code require the subject land be given a Future Land Use Map (comprehensive plan map) designation and be assigned a zoning district prior to annexation. As the sponsor of the annexation, the City is requesting the lands be designated General Commercial & Mixed Use on the Comp Plan Map and be zoned Commercial.

III. AGENCY COMMENTS

Affected agencies gathered April 4, 2023, at City Hall to review the applications for four different pending annexations that are all voluntary. The City reviewed the logistics of future services and the request for the dedication of land for the future right-of-way for this proposed annexation. In addition, the city planner sent a request for agency comment March 23, 2023. No further comments were provided by agencies.

A report on the impacts of annexation to the city is not required for voluntary (Category A) annexations.

IV. PUBLIC COMMENTS

No written public comments had been received to the record at the time of this report. No public testimony was received at the Planning & Zoning Commission hearing.

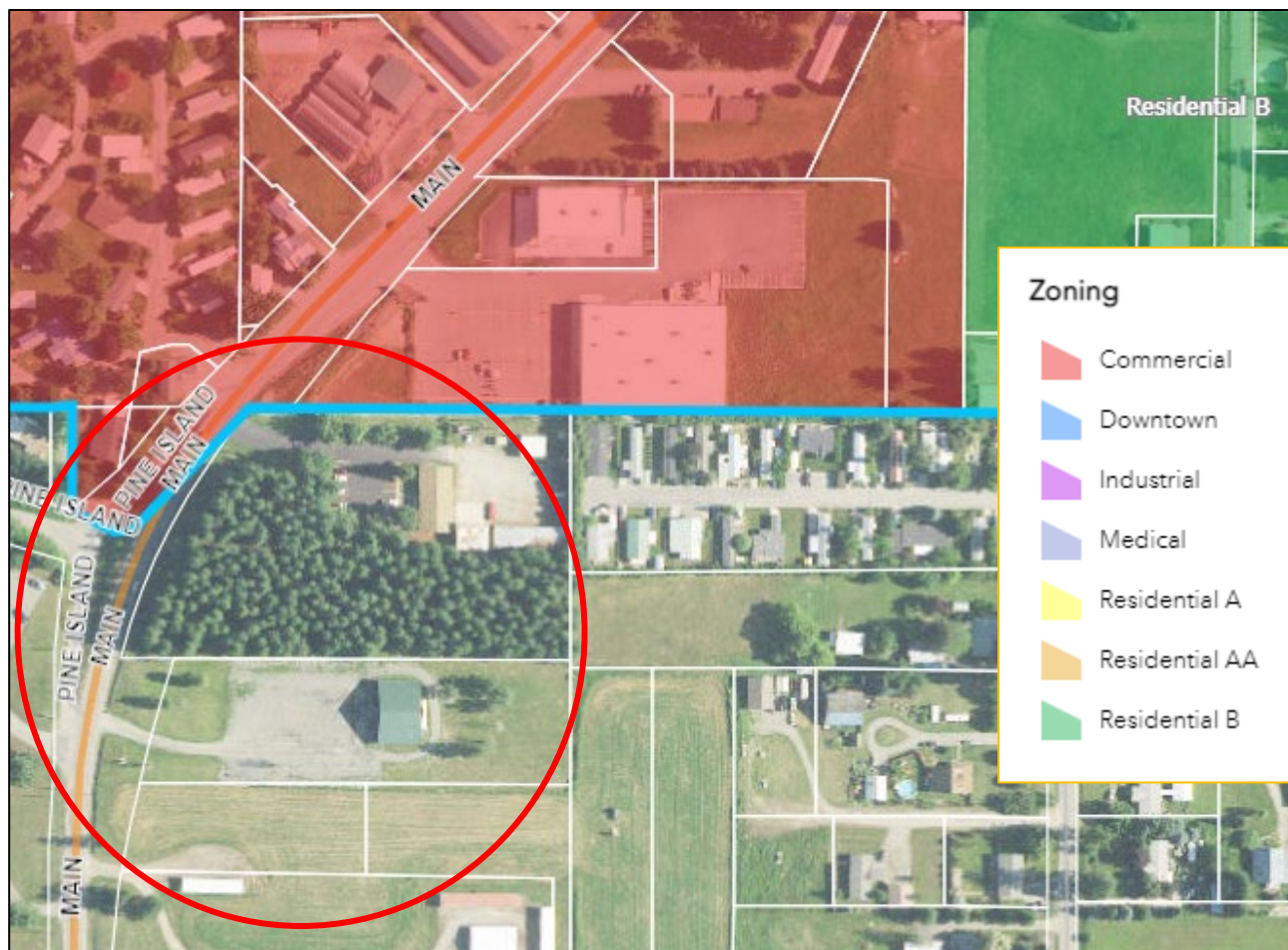
V. ANALYSIS

1. Comprehensive Plan: The City requests the Comp Plan Map designation of General Commercial & Mixed Use (brown on the map below) be considered for these properties. This designation differs from the Rural designation on the new Future Land Use Map. Rural (green on the map below) is designated for all lands outside of the city limits but within the Area of City Impact. However, the County designates these lands as Rural/Community Commercial, and defines this map unit as being within city impact areas and combines low-impact commercial with residential uses. The City of Bonners Ferry General Commercial & Mixed Use designation is characterized by a broad mix of retail, general service, professional office, school facilities, multifamily development and mixed uses. Transportation connections are deemed important considerations for new and expanded development in these areas. (This speaks to the need for the proposed right-of-way dedications that are part of the annexation agreements.)



Comprehensive Plan Future Land Use Map, 4/18/23

2. Zoning: As a prerequisite to annexation, a zoning district must be assigned by the City. Consideration of any amendment to the City zoning map requires confirmation by the governing bodies that the proposed zone is in accord with the policies of the adopted comprehensive plan. The land adjoins Commercial areas of the City, as seen in the copy of a portion of the zoning map shown on the next page. The City requests the Commercial zoning district, which is in keeping with surrounding zoning and the existing and proposed uses of these properties. Commercial zoning requires a minimum 5,000 square feet of land area and allows uses such as a variety of housing options, services, retail, professional offices, restaurants, government facilities, and medical facilities, as detailed in Appendix B, table of uses, Bonners Ferry City Code.



ZONING MAP

3. A summary of the comprehensive plan policies from Section 1.7 and 1.8, Property Rights, of the 2023 adopted plan, as they relate to annexation and future zoning are as follows:
 - i. **Protect and enhance the welcoming and friendly feel of Bonners Ferry.**
 - ii. **Maintain and improve the small-town scale, charm, and natural beauty of Bonners Ferry.** *Included policies encourage interconnected streets and pedestrian-oriented development. The annexed lands would provide additional right-of-way and give the city ability to develop and maintain pathways.*
 - iii. **Enhance attainable housing opportunities for residents of all ages, incomes, and abilities while protecting the character of established neighborhoods.** *The Commercial zoning district offers a variety of housing types. The existing uses are government office, church, and vacant land.*
 - iv. **Protect cherished scenic, recreational, and natural resources in the surrounding area for present and future generations while ensuring fiscal resiliency in the provision of services.** *These lands are not forest or farmlands and do not contain waterfront acreage.*

- v. **Provide publicly accessible scenic recreational amenities along the Kootenai River.** *The properties front on U.S. Highway 95 and do not have access to the Kootenai River.*
- vi. **Create usable, safe, and comfortable travel routes for non-drivers throughout the city, including for seniors and children.** *The landowners have agreed to provide additional public right-of-way. The City is working with ITD for pathway development.*
- vii. **Increase connectivity and safety for all modes of travel, while decreasing vehicular congestion, especially on U.S. 95.** *The annexation will enhance opportunities for pathway development along the highway and dedication of additional right-of-way, according to the City.*
- viii. **Further the creation of welcoming, walkable, and inviting corridors along Highway 95.** *Corridor pathway creation and maintenance as part of the U.S. 95 widening project is planned.*
- ix. **Realize the full potential of historic downtown Bonners Ferry as the city center for dining, shopping, and community events.** *The site is not within the downtown area.*
- x. **Protect livability and the health of Bonners Ferry residents by maintaining clean air, soils, and water quality by minimizing pollution, including light and noise pollution.** *Site-specific standards, such as stormwater controls, will be addressed at the time of development.*
- xi. **Maintain and improve the provision of high-quality, affordable, and efficient community services.** *Fiscal impacts and service impacts of existing services that result from annexations are to be examined. City water, electricity, and sewer services are available in the vicinity and would be able to be extended, with proper plans and utility applications.*
- xii. **Provide and support parks and recreational opportunities for Bonners Ferry residents year-round and on pace with growth.** *The annexation does not contemplate additional city park or recreation facilities. Two of the three parcels are developed.*
- xiii. **Grow and sustain a balanced, resilient economy for Bonners Ferry, providing community prosperity and fiscal health.** *This section calls for support of new and existing businesses through appropriate regulations. Land use patterns that support sufficient tax base are encouraged. The lands proposed for annexation are partially developed. The existing uses and proposed uses are consistent with the adjoining commercial and services uses.*
- xiv. **Maintain and enhance community safety and resiliency.** *The sites are not within a floodplain, known mudslide area, steep slopes, or watershed areas.*
- xv. **The City of Bonners Ferry supports and respects private property rights.** *The owners of the subject private properties have voluntarily agreed to the proposed annexation and dedication of right-of-way.*

DRAFT MOTIONS:

Annexation and Zoning Map Amendment

Motion to Approve: I move to approve the annexation of the subject lands listed in File #AN05-23 and owned by the State of Idaho (Department of Lands), Community Fellowship Church (Grace Bible Church), and Two Brews Coffee Company LLC (Stolley/Gardin) upon the completion of the conditions of approval, and further move to designate the properties as "General Commercial & Mixed Use," and zone the lands as Commercial, upon approval of the Annexation by City Council, finding that it **is in accord** with the goals and policies of the adopted City of Bonners Ferry Comprehensive Plan, based upon the findings as listed in the staff report [or amended as follows:]

Motion to Set to Public Hearing: I move to direct staff to set this file #AN05-23 for public hearing, allowing sufficient time for scheduling and legal notice.

VI. DRAFT FINDINGS

1. The subject property is contiguous to the city limits on the north side of the northerly parcel owned by the State of Idaho, south of Grocery Outlet.
2. The owners of the subject private property have submitted signed affidavits consenting to annexation.
3. The private landowners have executed draft agreements for annexation that includes a proposal to dedicate a 25-foot wide strip of land for public right-of-way.
4. The land is within the Bonners Ferry Area of City Impact.
5. The land is designated as Rural on the City of Bonners Ferry Future Land Use Map and as Rural/Community Commercial on the Boundary County Comprehensive Plan Map.
6. The land to the north and west includes commercial and government office uses. A mix of residential and commercial storage is found to the south and east.
7. The land directly to the north of the subject site is zoned Commercial.
8. The Commercial district permits a variety of housing options, professional offices, schools, services, and a variety of retail and commercial uses.
9. The City does not require impact fees or development fees for annexed lands. Any services to individual lots are required to be paid by landowners seeking services.
10. The site contains a church, government office, and vacant land.
11. The site is located on U.S. Highway 95.
12. The site is not within a floodplain, steep slopes, or historic mud slide areas.
13. The Bonners Ferry Planning and Zoning Commission conducted a duly noticed public hearing on April 20, 2023, regarding the proposed comprehensive plan and zoning map amendments and unanimously recommended to the City Council approval of the amendments.
14. The Planning and Zoning Commission received no public comment at the public hearing April 20, 2023.

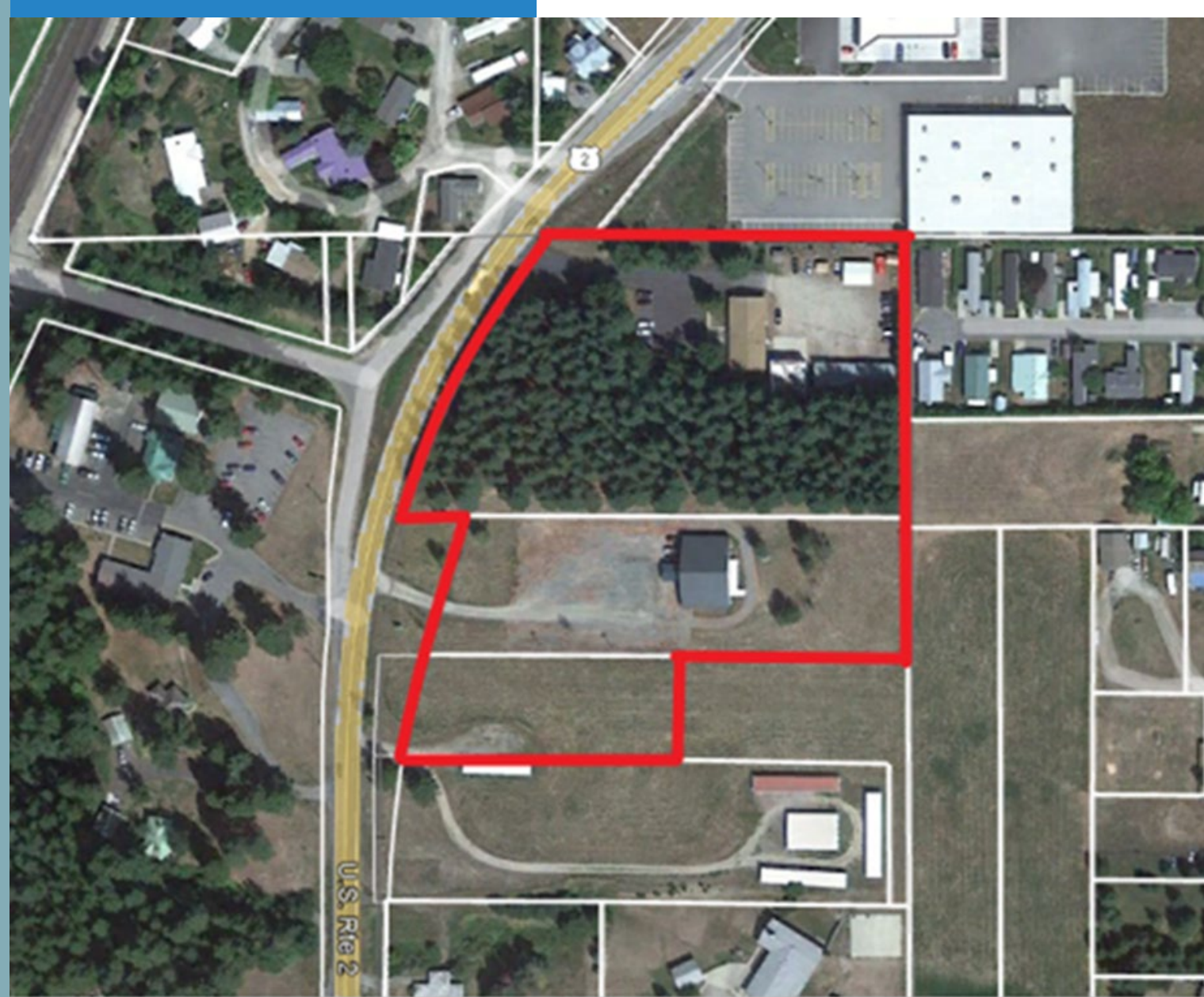
VII. CONDITIONS OF APPROVAL

1. The annexation shall be complete upon adoption of an ordinance by the City Council.

2. Prior to adoption of an ordinance annexing the property, the City and the private landowners shall enter into annexation agreements and complete the conditions of annexation, which shall at a minimum address the following:
 - i. Dedication of a 25-foot strip for public right-of-way purposes.
 - ii. Utilities. All utility improvements are to be constructed to city standards.
 - iii. No obligation by the City to build a new roadway within the dedicated right-of-way.
 - iv. Removal of existing approaches and use of shared commercial entrance, where applicable to the specific lands.
3. Upon annexation, the City will amend the official zoning map to reflect a zone district of Commercial and will designate the properties as General Commercial & Mixed Use on the Future Land Use Map.

**FILES #AN05-23
VOLUNTARY
ANNEXATION
US 95 EAST PORTION**

**COMP PLAN &
ZONING MAP
AMENDMENTS**



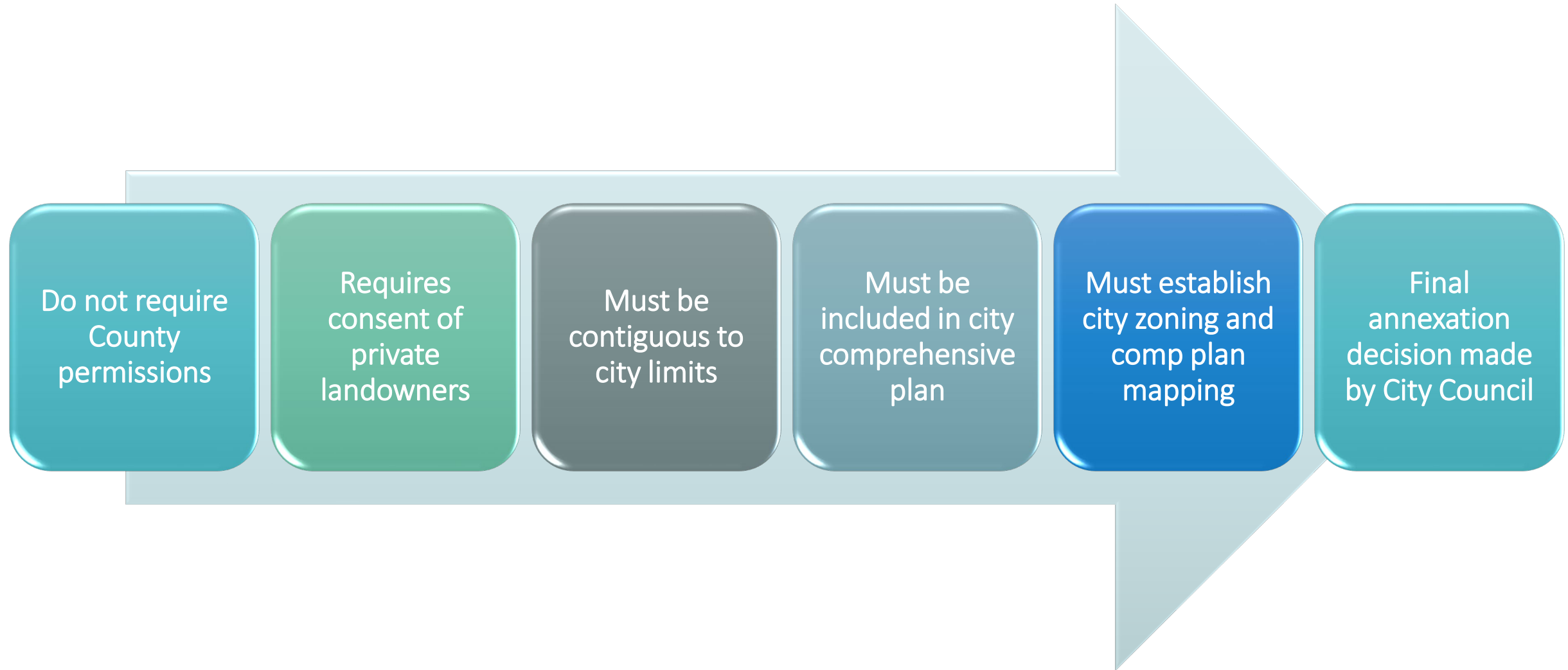
REQUEST

- **File #AN05-23 THE CITY OF BONNERS FERRY** is sponsoring the annexation of three parcels into the City of Bonners Ferry that are located on Main Street, south of Grocery Outlet and east of U.S. Highway 95. The properties are owned by the State of Idaho (Department of Lands), Community Fellowship Church (Grace Bible Church), and Two Brews Coffee Company LLC (Stolley/Gardin). The properties total about 7.25 acres and are located in Section 4, Township 61 North, Range 1 East. The City proposes these lands be designated General Commercial and Mixed Use on the Comprehensive Plan Future Land Use Map and be zoned Commercial. The Commercial District allows a mixture of housing, retail, service, and office uses. **The Planning and Zoning Commission recommend to Council approval of the proposed mapping and zoning for the property. The City Council will make the final decision on the mapping and annexation.**

PROJECT SUMMARY

- 3 properties totaling ± 7.25 acres, inclusive of portion of US95 right-of-way
 - State of Idaho: ± 4.02 acres
 - Community Fellowship Church (Grace Bible Church): 2.08 acres
 - Two Brews, LLC: 0.87 acres
- South of city limits and Grocery Outlet
- Voluntary annexation of private lands
- City has authorization to annex state and federal lands w/o petition
- 2-part voluntary annexation of east and west side of US 95 (2nd one pending)
- Annexation agreement would include dedication of 25-foot-wide strips of land from church and Two Brews for future public right-of-way

Annexation process in Idaho – Voluntary Category A





Grocery Outlet

State of Idaho

6291 M
Community Fellowship

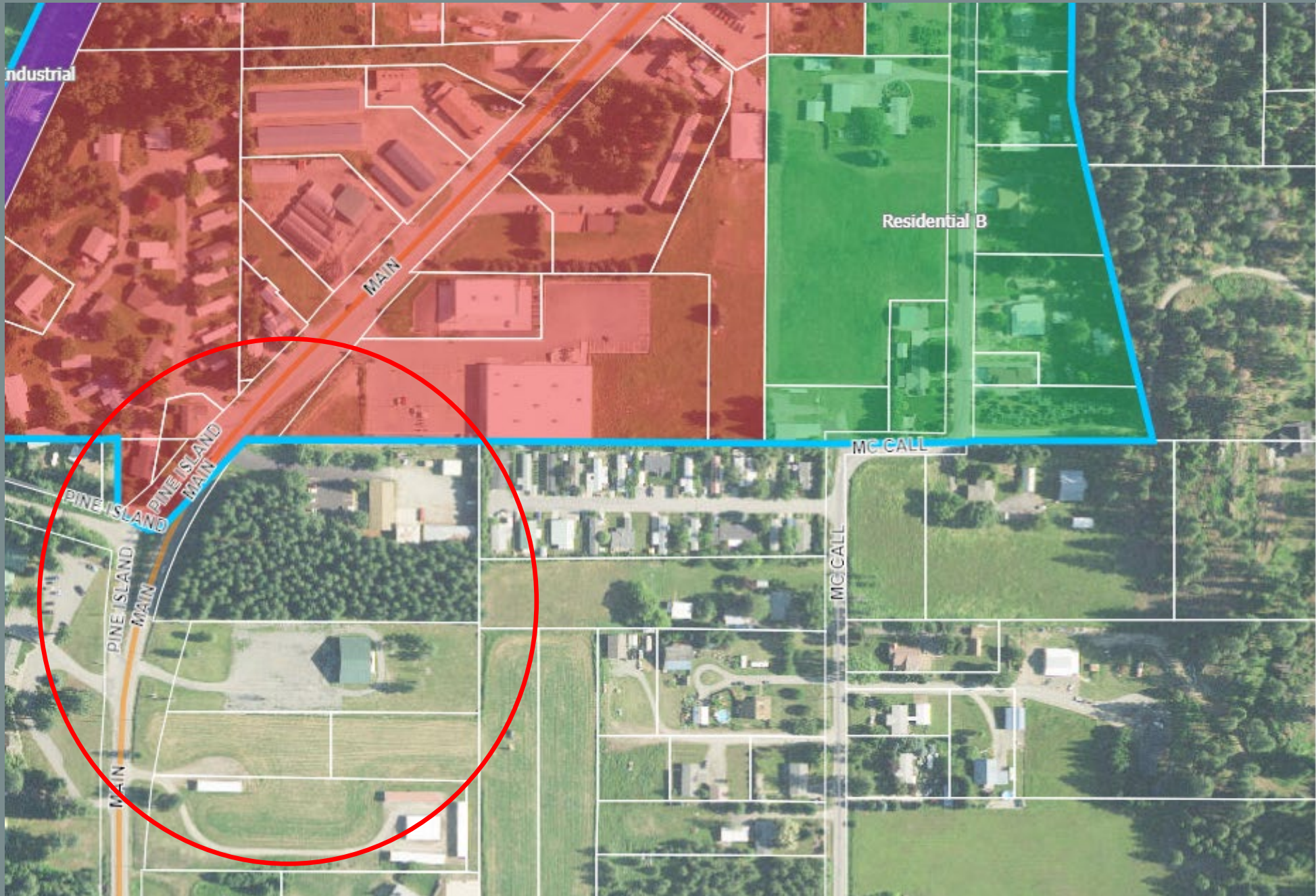
Two Brews

W 49 Rd

2

U.S. Rte 2

57



Zoning

- Commercial
- Downtown
- Industrial
- Medical
- Residential A
- Residential AA
- Residential B

Roads

- BONNER
- BOUCO
- CITY
- ITD
- PRIVATE
- USFS (addressed)
- others

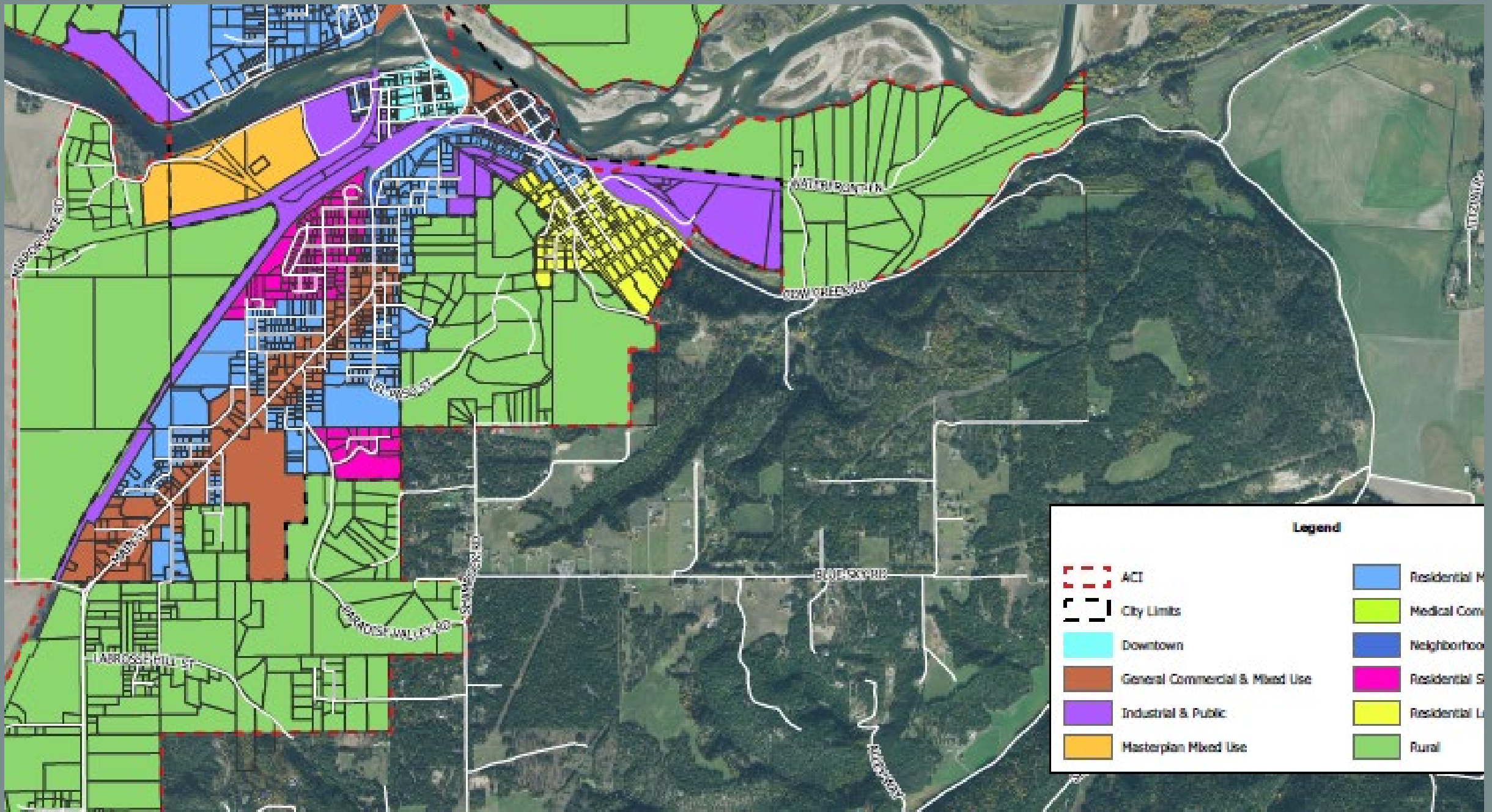














State of
Idaho

Community
Fellowship

Two Brews





Legend			
	ACT		Residential M
	City Limits		Medical Com
	Downtown		Neighborhood
	General Commercial & Mixed Use		Residential S
	Industrial & Public		Residential L
	Masterplan Mixed Use		Rural



RURAL COMMUNITY

RURAL COMMUNITY

FID	225
SHAPE_Leng	6376.419139
SHAPE_Area	1591193.00698
Zone_Name	RURAL COMMUNITY

Changes

6291 Main St

COMMERCIAL CLASSIFICATIONS



GENERAL COMMERCIAL & MIXED USE COMP PLAN

Characterized by a **broad mix of retail, general service, professional office, school facilities, multifamily development & mixed uses.** Transportation connections deemed important for new & expanded development.



COMMERCIAL ZONING

To accommodate the location of **new businesses and encourage further expansion of business** in the municipal limits. To also establish areas in the municipal limits for future business growth.

STANDARDS OF REVIEW

- BASIS FOR DECISION IS WHETHER REZONE AND COMP PLAN MAP AMENDMENT IS IN ACCORD WITH ADOPTED POLICIES OF CITY COMPREHENSIVE PLAN
- SUMMARY OF SECTIONS OF COMP PLAN PAGES 6-7 OF STAFF REPORT.
- ANALYSIS BASED ON NEW COMP PLAN & MAP
- DESCRIPTION OF DESIGNATIONS ON PAGE 5

AGENCY REVIEW & PUBLIC COMMENT

- AGENCY REQUEST FOR COMMENT SENT 3/23/23 TO CITY UTILITIES; ADMINISTRATION; ENGINEERING; IDAHO TRANSPORTATION DEPARTMENT; STREETS AND FIRE DEPARTMENT.
- CITY REVIEWED SERVICE CONNECTIONS, EXTENSIONS AND AVAILABILITY
- NO OTHER AGENCY COMMENTS
- NO WRITTEN PUBLIC COMMENT TO DATE

DRAFT MOTIONS

MOTION TO APPROVE:

I move to approve the annexation of the subject lands listed in File #AN05-23 and owned by the State of Idaho (Department of Lands), Community Fellowship Church (Grace Bible Church), and Two Brews Coffee Company LLC (Stolley/Gardin) upon the completion of the conditions of approval, and further move to designate the properties as “General Commercial & Mixed Use,” and zone the lands as Commercial, upon approval of the Annexation by City Council, finding that it is in accord with the goals and policies of the adopted City of Bonners Ferry Comprehensive Plan, based upon the findings as listed in the staff report [or amended as follows:]

MOTION TO SET TO PUBLIC HEARING

I move to direct staff to set this file #AN05-23 for public hearing, allowing sufficient time for scheduling and legal notice.



CITY OF BONNERS FERRY

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

ANNEXATION APPLICATION

FILE # AN05-23 EAST	RECEIVED: 2/14/2023
------------------------	------------------------

PLEASE REVIEW APPLICATION INSTRUCTIONS AND CHECKLIST PRIOR TO COMPLETING THIS FORM.

APPLICANT INFORMATION:

Landowner's name as shown on current deed: City of Bonners Ferry		
Mailing address: P.O. Box 149		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: (208) 267-3105	Email: cityhall@bonnersferry.id.gov	

LANDOWNER'S INFORMATION:

Landowner's name: State of Idaho		
Company name: Idaho Department of Lands		
Mailing address: 6327 Main Street		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: (208) 267-5577	Email:	

ADDITIONAL LANDOWNER'S INFORMATION:

Landowner's name: Community Fellowship Church		
Company name: Grace Bible Church		
Mailing address: 6291 Main Street		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: (208) 267-2121	Email:	

ADDITIONAL LANDOWNER'S INFORMATION:

Landowner's name: Two Brews Coffee Company, LLC		
Company name: Two Brews Coffee in care of Jessica Stolley and Kailey Gardin		
Mailing address: 1660 Homestead Road		
City: Bonners Ferry	State: ID	Zip code: 83805
Telephone: (208) 597-6953	Email: tjstolley2@gmail.com	

PARCEL INFORMATION:

Parcel acreage: ±3.94 acres - RP61N01E040040A ±2.24 acres - RP61N01E040150A ±1.00 acres - RP61N01E040215A	Parcel # (s): RP61N01E040040A RP61N01E040150A RP61N01E040215A
Current zoning: Rural Community/Commercial (County)	Comprehensive Plan Map Designation: Rural Community/Commercial (County)
Current use of site: State of Idaho Department of Lands office - RP61N01E040040A Grace Bible Church - RP61N01E040150A Two Brews Coffee stand - RP61N01E040215A	
Directions to site: <u>Main Street south of Grocery Outlet</u>	
Existing access to site: <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private	Road Name(s): Main Street

PROJECT DESCRIPTION:

Date of pre-application meeting:	
Requested Zoning: <input type="checkbox"/> Residential AA <input type="checkbox"/> Residential A <input type="checkbox"/> Residential B <input type="checkbox"/> Industrial <input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Downtown <input type="checkbox"/> Medical	
Land uses adjoining site: North: <u>Grocery Outlet</u> South: <u>Mini-storage, residential homesites, church</u> East: <u>Residential homesites</u> West: <u>Bonnars Ferry Ranger District</u>	Zoning adjoining site: North: <u>Commercial</u> South: <u>Rural Community Commercial (County)</u> East: <u>Residential (County)</u> West: <u>Residential (County)</u>
Is the proposed annexation area within the Area of City Impact? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Will utilities need to be extended to serve the site? <input type="checkbox"/> Yes <input type="checkbox"/> No Which utilities?	
Why is the proposed annexation a logical extension of the City boundaries? <u>The city currently provides sewer, water in the vicinity. Recently, the city entered into a maintenance agreement with ITD on maintenance of the pedestrian facilities to Labrosse Hill Road. With these improvements, and existing infrastructure, if the landowner’s request, petition or consent to annexation, the city will seek to bring them into the city limits so that development can occur in a fiscally responsible way, and urban development standards instead of the county’s requirements.</u>	
How will the proposed annexation be compatible with adjoining land uses? <u>The property currently is adjacent to Highway 95 and development patterns in the area are consistent with a non-residential pattern. The Idaho Dept of Lands, US Forest Service and community church are in the areas. The annexation seeks to include vacant land so it can develop as another commercial strip. The city is seeking a development agreement with the community church and vacant landowners to dedicate a 25-foot strip of land for a future transportation corridor, consistent with the city long range transportation plan and our long-range planning documents. The landowners have agreed to dedicate the strip and included with the application is the annexation agreement signed by both parties.</u>	

Attach the following to the application:

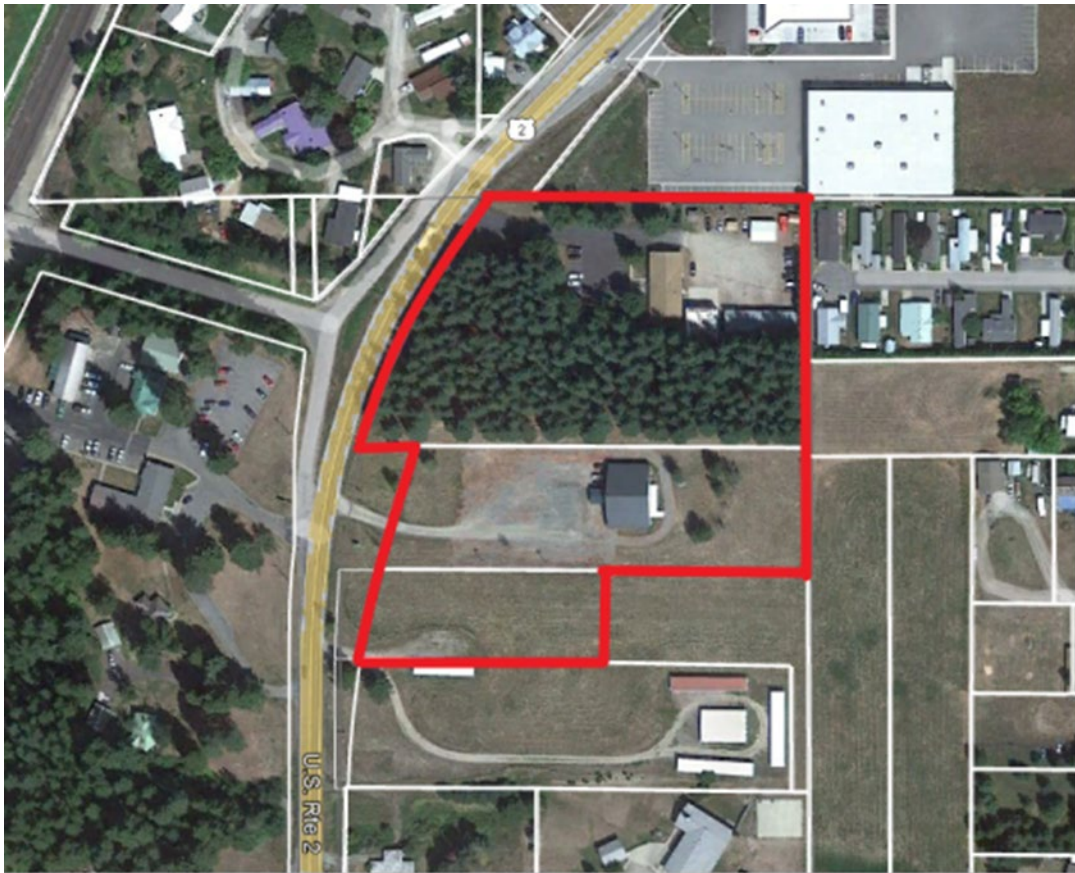
- ✓ A signed and notarized consent/petition to annex.
- ✓ A map or aerial of the subject lands requested to be annexed, showing parcel(s), streets, current city limits, and other identifying features.
- ✓ A legal, metes and bounds description of the land to be annexed, stamped by an Idaho-licensed land surveyor and providing a tie to at least one section corner.
- ✓ An exhibit of the legal description for mapping purposes, such as a survey or plat map.
- ✓ Photographs of the area to be annexed.
- ✓ Any additional information required by the city for a complete understanding of the annexation request.
- ✓ Required fees.

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



Landowner's signature: _____ Date: 2/14/2023

AERIAL OF SUBJECT AREA





MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: April 27, 2023
RE: **Annexation Agreements**

The following two annexation agreements are presented to the Council for consideration as part of the conditions of approval for file AN05-23. With the acceptance and authorization by the Mayor to sign the agreements, the applicant will have completed one of the conditions of approval, thereby allowing staff to move forward with some of the actions within the agreement.

Once the agreement is fulfilled, staff can then present the annexation ordinance for adoption.

FISCAL IMPACT:

The annexation agreement is meant to address and offset any costs associated with annexing the properties. Therefore, by accepting and adopting the annexation agreement the existing citizens are not subsidizing growth.

RECOMMENDATION:

Staff recommends accepting the annexation agreements and authorizing the mayor to sign them.

Please let me know if you have any questions.

CITY OF BONNERS FERRY, IDAHO
ANNEXATION AGREEMENT
(File #ANXX-XX)

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the *City of Bonners Ferry*, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the “City,” and, **Two Brews Coffee Company, LLC a limited liability company** hereinafter termed the “Owner.”

WHEREAS, the Owner owns a tract of land adjacent to the Bonners Ferry city limits, which the Owner wishes to have annexed into the City. Said property for which annexation is requested is more particularly described in the attached Exhibit A and illustrated in attached Exhibit B, and made a part of this agreement.

WHEREAS, the Mayor and City Council of the City of Bonners Ferry have determined it to be in the best interests of the City to annex the lands described above (hereinafter termed “Described Lands”), subject to the Owner performing the covenants and conditions hereafter set forth;

WHEREAS, the City and the Owner with the execution of this document agrees to the terms and conditions as set forth therein;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Purpose:

Owner enters into this Agreement to obtain annexation of the Described Lands, while City seeks to obtain mitigation of the effects of annexation of the Described Lands. Owner acknowledges that city has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term “Owner” is deemed to include any successor in interest in the Described Lands.

2. Prerequisites:

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner’s property. Prior to recordation of the annexation:

2A. The Owner shall pay any and all fees associated with the annexation process, outlined in paragraph 6.1 herein.

2B. The Owner shall dedicate a 25-foot-wide public right-of-way, along the northern boundary of the property for purposes of future transportation corridor.

- 2C. The Owner shall cause to be moved the existing encroachment along Highway 95 that currently is used to access the Community Fellowship Church on parcel know as RP61N01E040150A. The new approach shall be located in the future 50-foot wide right-of-way and shall be approved for the location and authorized for construction by the Idaho State Department of Transportation. The access shall be considered a shared commercial driveway and be privately maintained.
- 2D. The city shall be responsible for providing the legal description for inclusion within the annexation application.

3. ***Annexation***

Upon completion of the above prerequisites, the City shall record the annexation ordinance and shall adopt a new zoning map to include the lands as described herein. In addition, future utilities and densities to/for the property shall be provided in accordance with the language provided below:

3A. *Utilities:*

- (1) Water/Sewer: The Described lands shall be eligible to connect to the city water and sewer system upon annexation ordinance publication. The city shall not be required to extend any water or sewer mains to the subject property as part of this annexation request.
- (2) The city shall design the connection of the sewer and water system crossing but shall not be liable to construct said design. Construction of the sewer or water system shall be determined at a future date.

3B. *Future Zoning and Development Density:*

- (1) Upon annexation, the property will be designated “Commercial” on the comprehensive plan and zoned as Commercial on the official zoning map.

4. ***Construct to City Standards:***

Unless otherwise stipulated or agreed to, the Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any public agency providing service to the development, adhering to all City policies and procedures at the expense of the owner.

5. ***Applicable Standards:***

The Owner agrees that all laws, standards, policies and procedures regarding residential and/or utility construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect when application for connection is sought.

6. ***Consideration:***

Owner agrees to provide specific consideration to the City in the amounts and at the times specified herein. The sums specified are deemed by the parties to be a reasonable fee for City benefits to the Owner’s use or development of its lands annexed hereby. The following consideration may be used in any manner that the City, in its sole discretion decides. The sums and manner of payment are detailed in Section 6.1.

6.1 Prior to recording the annexation agreement for the Described Lands, the Owner thereof shall pay the appropriate costs associated with processing the annexation, development agreement and zoning map amendment. The City shall provide to the Owner the cost in an itemized invoice, to include (but not necessarily limited to), contracted planner staff time, contracted mapping staff time, notification fees and any other direct cost borne by the city. Both parties agree that this sum is to be paid as an annexation fee, as distinguished from an impact or capital facilities fee, which might otherwise be an obligation associated with development of the Described Lands.

7. ***Severability:***

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

8. ***Merger and Amendment:***

All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

9. ***Enforcement - Attorney's Fees:***

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Bonners Ferry has caused this Agreement to be approved by the City Council, executed by its Mayor and City Clerk, and the Owner(s) has executed this Agreement to be effective the day and year first above written.

CITY OF BONNERS FERRY

By: _____
James R. Staples, Mayor

Attest: _____
Christine McNair, City Clerk

OWNER:

By: Two Brews Coffee Company, LLC

By: Two Brews Coffee Company, LLC

ACKNOWLEDGMENTS

STATE OF IDAHO)
 :SS
County of Boundary)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared _____, known, or identified to me to be the Owner who executed this instrument or the person who executed the instrument.

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

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

CITY OF BONNERS FERRY, IDAHO
ANNEXATION AGREEMENT
(File #ANXX-XX)

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the *City of Bonners Ferry*, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the “City,” and, **Grace Bible Fellowship, Inc.**, hereinafter termed the “Owner.”

WHEREAS, the Owner owns a tract of land adjacent to the Bonners Ferry city limits, which the Owner wishes to have annexed into the City. Said property for which annexation is requested is more particularly described in the attached Exhibit A and illustrated in attached Exhibit B, and made a part of this agreement.

WHEREAS, the Mayor and City Council of the City of Bonners Ferry have determined it to be in the best interests of the City to annex the lands described above (hereinafter termed “Described Lands”), subject to the Owner performing the covenants and conditions hereafter set forth;

WHEREAS, the City and the Owner with the execution of this document agrees to the terms and conditions as set forth therein;

NOW THEREFORE, IN CONSIDERATION of the covenants and conditions set forth herein, the parties agree as follows:

1. Purpose:

Owner enters into this Agreement to obtain annexation of the Described Lands, while City seeks to obtain mitigation of the effects of annexation of the Described Lands. Owner acknowledges that city has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term “Owner” is deemed to include any successor in interest in the Described Lands.

2. Prerequisites:

Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner’s property. Prior to recordation of the annexation:

2A. The Owner shall dedicate a 25-foot-wide public right-of-way, along the southern boundary of the property for purposes of future transportation corridor.

2C. The Owner shall cause to be moved the existing encroachment along Highway 95 that currently is used to access the Community Fellowship Church on parcel know as RP61N01E040150A. The new approach shall be located in the future 50-foot wide right-of-way and shall be approved for the location and authorized for construction by the

Idaho State Department of Transportation. The access shall be considered a shared commercial driveway and be privately maintained.

- 2D.** The city shall be responsible for providing the legal description for inclusion within the annexation application.

3. *Annexation*

Upon completion of the above prerequisites, the City shall record the annexation ordinance and shall adopt a new zoning map to include the lands as described herein. In addition, future utilities and densities to/for the property shall be provided in accordance with the language provided below:

3A. *Utilities:*

- (1) **CONSTRUCTION OF FUTURE RIGHT-OF-WAY:** The city is not responsible or required to construct or pay for the development of the future street as part of this annexation. Furthermore, the city is not obligated to construct such road at any time in the future, unless it deems it necessary and can provide funding for the construction. The landowner may be required to develop said street, should development or expansion of a use on the existing property be approved by the city.

3B. *Future Zoning and Development Density:*

- (1) Upon annexation, the property will be designated “Commercial” on the comprehensive plan and zoned as Commercial on the official zoning map.

4. *Construct to City Standards:*

Unless otherwise stipulated or agreed to, the Owner agrees that all improvements required by this Agreement or by City codes shall be built to City standards or to the standards of any public agency providing service to the development, adhering to all City policies and procedures at the expense of the owner.

5. *Applicable Standards:*

The Owner agrees that all laws, standards, policies and procedures regarding residential and/or utility construction that the Owner is required to comply with or otherwise meet pursuant to this Agreement or City codes shall be those in effect when application for connection is sought.

6. *Severability:*

Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and be interpreted to effectuate the purposes of the entire Agreement to the greatest extent possible.

7. *Merger and Amendment:*

All promises and prior negotiations of the parties merge into this Agreement. The parties agree that this Agreement shall only be amended in writing and signed by both parties. The parties agree that this Agreement shall not be amended by a change in law. The parties agree that Agreement is not intended to replace any other requirement of City

Code and that its execution shall not constitute a waiver of requirements established by City ordinance or other applicable provisions of law.

8. *Enforcement - Attorney's Fees:*

Should either party require the services of legal counsel to enforce compliance with the terms of this Agreement, the prevailing party shall be entitled to its reasonable attorney's fees and related costs of enforcement.

IN WITNESS WHEREOF, the City of Bonners Ferry has caused this Agreement to be approved by the City Council, executed by its Mayor and City Clerk, and the Owner(s) has executed this Agreement to be effective the day and year first above written.

CITY OF BONNERS FERRY

By: _____
James R. Staples, Mayor

Attest: _____
Christine McNair, City Clerk

OWNER:

By: _____
Grace Bible Fellowship, Inc.

ACKNOWLEDGMENTS

STATE OF IDAHO)
 :SS
County of Boundary)

On this ___ day of _____, 20___, before me, a Notary for the state of Idaho, personally appeared _____, known, or identified to me to be the Owner who executed this instrument or the person who executed the instrument.

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

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



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: April 27, 2023
RE: **Request to Hire Kris Larson to assist with Clerk/Treasurer Position**

Former Clerk/Treasurer Kris Larson has offered to assist with and train the current clerk/treasurer and assist with preparing the city records for audit. Staff would like permission to hire Kris for \$35.00 / hour to work with the clerk on the following:

- Preparing financial records for audit alongside the CPA
- Training the Clerk/Treasurer on matters relating to state and federal compliance.
- Educating and training on record keeping and city best practices
- All matters relating to financial record keeping and preparation for future audits.
- All other matters necessary to completing the city tasks relating to the position.

Mrs. Larson would work at the direction of the City Clerk/Treasurer but is not expected to work more than 19-hours per week, therefore she would not be eligible for PERSI benefits. Additionally, no health benefits would be offered as well.

FISCAL IMPACT

The city would use the same breakout as we do with the Clerk/Treasurer position to spread Mrs. Larson's cost across water, sewer, electric and general fund. The impact on general fund would overall be 10% of Mrs. Larson's time.

RECOMMENDATION

Staff recommends hiring Kris Larson as a temporary employee for an hourly cost of \$35.00 per hour to assist with the as-directed duties listed above. The temporary employee position would not include PERSI or Health benefits.

Please let me know if you have any questions.



MEMO

CITY OF BONNERS FERRY
OFFICE OF THE CITY ADMINISTRATOR

TO: Mayor and City Council
FROM: Lisa Ailport, City Administrator
DATE: April 27, 2023
RE: **Appointment of Representative to Panhandle Area Council board**

The City has in the past had a representative on the board of the Panhandle Area Council. The Panhandle Area Council (PAC) is an Economic Development Organization that provides small business loans, project financing, and community development services to advance economic development opportunities across Idaho.

The city's representation has been critical in ensuring a voice on regional economic development as well as opportunity for local businesses to use PAC as a resource for their business. That said, typically an elected body served on the board. However, should there not be an elected person able to serve, David Sims, the executive director of the Boundary Economic Development Council, is willing to serve.

FISCAL IMPACT

There is no direct fiscal impact to the city's budget or expenditures for sitting on this board. However, lack of representation has the potential to leave small businesses or local businesses with less opportunity and access to resources.

RECOMMENDATION

Staff recommends that council appoint a member of council, the Mayor or a member of our community to represent the city and its business on the PAC board.

Please let me know if you have any questions.