

## 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 accommodation 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 SPECIAL CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 June 20, 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

### NEW BUSINESS

3. **STREETS {action Item}** [attachment]- Consider contract with Century West Engineering to assist with grant application for Idaho's strategic initiatives grants for reconstruction of Ash Street.
4. **PLANNING {action Item}** [attachment]- Consider Resolution 2023-012, a resolution designating a 0.35-acre tract of land associated with file AN07-23 as Residential low density on the official comprehensive plan map.
5. **CITY {action Item}** [attachment]- Consider Ordinance 610, an annexation ordinance, annexing into city limits a 0.35-acre tract of land and zoning such lands Residential B on the official zoning map, for first reading by Title only.
6. **CITY {action Item}** [attachment]- Consider suspension of rules and adopt ordinance 610, by Title only and authorize publication of the ordinance summary.

### ADJOURNMENT

Posted at City Hall on \_\_\_\_\_



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator  
**DATE:** June 15, 2023  
**RE:** Contract with Century West- to prepare grant application to ITD for Ash Street

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The City of Bonners Ferry would like to apply for the Fiscal Year 2024 Strategic Initiatives Grant Program to reconstruct a portion of Ash Street and Oak Street, which includes expanding the existing stormwater infrastructure within Ash Street and replacing deteriorated sidewalk along the south side of this corridor.

These funds do not require a local match and are intended to mitigate the impact of state highway projects on local roads. Projects will be selected based upon a competitive application from criteria that were developed by the Idaho Transportation Department.

According to House Bill 132 says, "Fifty percent (50%) of the funds appropriated to the strategic initiatives grant program described, shall be awarded to large urban areas that have a population greater than fifty thousand (50,000), and fifty percent (50%) of such funds shall be awarded to rural areas or to small urban areas with a population that is less than fifty thousand (50,000)."

The legislature has set aside approximately ±100-million dollars to this strategic initiative program for FY24.

The maximum amount of funding a rural city can receive is \$2 million.

## **FISCAL IMPACT**

The city would be investing \$3,500.00 from its Streets budget to seek assistance with the grant application. The city has worked with Century West in the past on application for transportation funding and has been successful.

## **RECOMMENDATION**

Staff recommends authorizing the mayor to sign the contract with Century West Engineering to develop a grant application for the FY24 strategic initiative program to fund the reconstruction of Ash Street. The amount of the contract shall not exceed \$3,500 without council authorization.

Please let me know if you have any questions.



**AGREEMENT AND AUTHORIZATION FOR  
ENGINEERING CONSULTING SERVICES**

By this Agreement, effective June \_\_, 2023, **City of Bonners Ferry** (Client) authorizes **Century West Engineering Corporation** (Engineer) to carry out and complete the Scope of Services in consideration of the mutual covenants set forth in this Agreement, the *ENGINEERING CONSULTING TERMS AND CONDITIONS*, and the following additional attachments: [Exhibit A]

**Project:** City of Bonners Ferry – FY 24 Strategic Initiatives Grant Application

**Project No.:** 51009.006.01

**Scope of Services:** See Attached Exhibit A

**Opinion of Probable Cost:**

\$3,500

[T&M]Time & Materials not to exceed specified amount without prior authorization by Client.

**City of Bonners Ferry**

**Century West Engineering Corporation**

By: \_\_\_\_\_

  
By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: Senior Project Manager

Date: \_\_\_\_\_

Date: June 6, 2023

## ENGINEERING CONSULTING ♦ TERMS AND CONDITIONS

**1. SERVICES:** Engineer agrees to perform the Scope of Services (Services) under the following terms and conditions. Additional Services will be provided only by written amendment to this Agreement.

**2. TIMES OF PAYMENTS:** Engineer will submit invoices on a monthly basis for the unbilled portion of Services actually completed. Client will pay the invoice within 30 days of the invoice date. Accounts remaining unpaid after said 30 days will be considered delinquent and assessed a late payment charge (currently at the rate of 1 1/2% per month) calculated each month from the date of the invoice. Engineer reserves the right to suspend all Services until account delinquencies have been remedied.

**3. OPINIONS OF COST:** Because Engineer has no control over the cost of labor, materials, equipment or Services furnished by others, or over contractors' methods of determining prices, or other competitive bidding or market conditions, any cost estimates provided by Engineer will be made on the basis of experience and judgment. Engineer cannot and does not guarantee that proposals, bids or actual Project construction costs will not vary from opinions of probable costs prepared by Engineer.

**4. CLIENT-PROVIDED INFORMATION:** Client will make available to Engineer, all information readily available to Client regarding existing and proposed conditions of the site which will aid Engineer in its performance of Services. Engineer shall be entitled to rely, without further inquiry or investigation, on all information furnished to Engineer by Client. Client agrees to advise Engineer of any hazardous substances or any condition existing in, on or near the site presenting a potential danger to human health, the environment, or equipment. Client will immediately transmit to Engineer any new information which becomes available to Client which may have a bearing on Engineer's performance of Services or which relates to information Engineer has requested from Client. If any hazards, not disclosed to Engineer, are discovered after the Services are undertaken, Client and Engineer agree that the Scope of Services, time schedule and rate schedule shall be modified accordingly.

**5. STANDARD OF PERFORMANCE:** Engineer represents that Services will be performed within the limits prescribed by Client, and that its findings, recommendations, specifications and/or professional advice provided hereunder will be prepared and presented in a manner consistent with the level of care and skill ordinarily exercised by other professionals under similar circumstances at the time the Services are performed.

**6. ACCESS, APPROVALS, PERMITS:** Client shall arrange for access to and make all provisions for Engineer to enter onto public and private property as required for Engineer to perform the Services. Unless otherwise agreed, Client will be solely responsible for applying for and obtaining such permits and approvals as may be necessary for Engineer to

perform the Services.

**7. REUSE OF DOCUMENTS:** All documents, including computer files, drawings and specifications, prepared by Engineer pursuant to this Agreement shall remain the property of Engineer and are instruments of service with respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Services provided for the Project under this Agreement or on any other project. Any reuse without written authorization, certification or adaptation by Engineer for the specific purpose intended will be at Client's sole risk and without liability to Engineer.

**8. ASBESTOS/PCBs:** All asbestos/PCB related Services are excluded from Engineer's Scope of Services. Client shall notify Engineer at the start of the Project if the presence of asbestos/PCBs on the project is suspected. If asbestos/PCBs are suspected or encountered, Engineer will stop its own work to permit proper testing and evaluation. If requested as an additional Service, Engineer will assist Client in contacting regulatory agencies and/or identifying appropriate testing laboratories.

**9. SUBMITTAL REVIEW:** Review by Engineer of submittals by contractor is only for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. The review does not affect the contractor's responsibility to perform all contract requirements with no change in contract price or time. Any action taken by the Engineer is subject to the requirements of the plans, specifications and other Contract Documents. Client shall indemnify Engineer against any claim by any contractor based on the review.

**10. ENGINEER AT CONSTRUCTION SITE:** The presence or duties of Engineer's personnel at the construction site, whether as on-site representatives or otherwise, do not make Engineer or its personnel in any way responsible for those duties that belong to the Owner and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. Engineer and its personnel have no authority to exercise control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Engineer's own personnel.

**11. INDEMNIFICATION AND INSURANCE:**

(a) Client agrees to indemnify, hold harmless and defend Engineer, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Engineer may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by (1) Client's breach of any term or provision of this Agreement; (2) Client's negligent or wrongful act or omission in the performance of this Agreement; or (3) Client's generation, storage or release of waste products including hazardous waste..

(b) Engineer agrees to indemnify, hold harmless and defend Client, its directors, officers, agents and employees, from and against any and all liabilities, claims, penalties, forfeitures, suits and the cost and expenses incidental thereto, including but not limited to reasonable attorney fees, which Client may hereafter incur, become responsible for or pay out as a result of death or bodily injuries to any person, destruction or damage to any property, contamination of or adverse effects on the environment or any violation of governmental laws, regulations or orders caused by Engineer's (1) breach of any term or provision of this Agreement; or (2) any negligent or wrongful act or omission in the performance of this Agreement.

(c) In the event any claim arises as a result of the concurrent negligence of Engineer and Client, liability will be determined on the basis of the doctrine of comparative negligence. Each party shall promptly notify the other party, in writing, of any threatened or actual claim, action, or proceeding. Engineer and Client shall jointly control the defense.

(d) Notwithstanding any other provision contained in this Agreement, neither party shall be liable to the other party for any indirect, incidental, special or consequential damages of any kind, including without limitation, lost profits or loss of use, regardless of the cause, including negligence.

(e) Upon request, Engineer will provide Client with Certificates of Insurance for Workers Compensation, General, Auto and Professional Liability coverage. Client agrees to maintain, during the performance of Services, general liability and automobile liability insurance in the amount of one million dollars (\$1,000,000).

~~12. LIMITED LIABILITY: Client agrees that Engineer's liability to Client, contractors, subcontractors, and their agents, employees and consultants, and to all other third parties which may arise from or be due directly or indirectly to the negligent acts, errors and/or omissions of engineer, its agents, employees or consultants shall be limited to a continued aggregate not to exceed \$100,000 or the total amount paid in fees to Engineer, whichever is greater.~~

**13. TERMINATION:** Either party may terminate this Agreement upon thirty (30) days written notice to the other. Either party may terminate this Agreement immediately in the event of a material breach by the other party to perform in accordance with the terms hereof but only if said breach is through no fault of the terminating party and said breach is not corrected before the date of termination. If this Agreement terminates for Force Majeure, Client shall pay Engineer for all Services authorized and performed prior to the termination date including, if applicable, a prorated lump sum fee.

**14. SUCCESSORS AND ASSIGNS:** Neither Engineer nor Client may assign this Agreement without the prior written consent of the other. Engineer may, however, employ any other party or entity it deems necessary or proper for any part of the Services required to be performed by Engineer under the terms of this Agreement. The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives, successors and assigns of the parties hereto.

**15. MISCELLANEOUS:**

(a) This Agreement shall be governed by the laws of the State of Idaho.

(b) Any claim brought by Client against Engineer must be brought no later than two years after the date of substantial completion of the Services hereunder or the expiration of the appropriate statute of limitations, whichever is earlier.

(c) In the event this Agreement should be referred to an attorney at law or agent for collection, Client agrees to pay such reasonable attorney's or agent's fees and costs as Engineer may incur to any attorney or agent in such collection even if no action is instituted. In the event an action is instituted to enforce any of the terms or conditions of this Agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statutes, such sum as the court may adjudge reasonable as attorney's fees in such action, in both trial and appellate courts.

(d) No waiver by either party of any provision of this Agreement shall be construed or deemed to be a waiver of (a) any other provision of this Agreement or (b) a subsequent breach of the same provision, unless such waiver be so expressed in writing and signed by the party to be bound.

(e) The terms and conditions of this Agreement contain a series of separate agreements. If in any proceeding a court or arbitrator shall refuse to enforce any of the separate agreements, any unenforceable agreement shall be deemed reduced or eliminated from the terms and conditions for the purpose of such proceeding, but only to the extent necessary to permit the remaining agreements to be enforced in such proceeding.

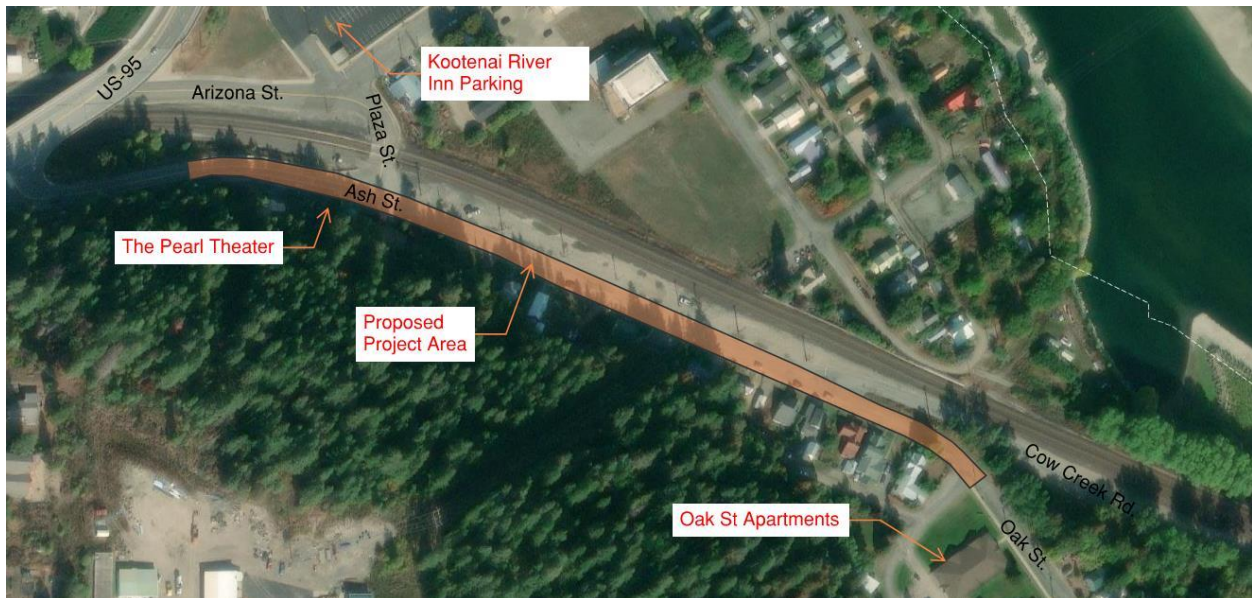
(f) This Agreement constitutes the entire agreement between Client and Engineer regarding the Services and supersedes all prior or contemporaneous oral or written representations or agreements. This Agreement shall not be modified except by a written document signed by both parties.

**Exhibit A**  
**Scope of Work**  
**City of Bonners Ferry**

**FY 24 Strategic Initiatives Application for Ash Street Rebuild and Sidewalk**

**Scope of Work**

The City of Bonners Ferry is planning to apply for the Fiscal Year 2024 Strategic Initiatives Grant Program to reconstruct a portion of Ash Street and Oak Street, expand the existing stormwater infrastructure within Ash Street and replace the deteriorated sidewalk along the south side of this corridor. The proposed project limits on Ash Street begin west of Plaza Street, go east to Oak Street, and continue to intersection of Oak Street and Georgia Street. This project was identified in the City's Transportation Plan Update as needing to be rebuilt and requires additional funding that is not currently available within the City's pavement maintenance budget. This grant program is funded with one-time State General Funds that were recommended by the Governor and approved by the Legislature. These funds do not require a local match and are intended to mitigate the impact of state highway projects on local roads. Projects will be selected based upon a competitive application from criteria that were developed by the Idaho Transportation Department.



The City of Bonners Ferry would like Century West Engineering to assist the city with the development of a grant application for submittal to the Idaho Transportation Department (ITD) within the application window of July 1-31, 2023.

The Engineer shall supply the following services:

Tasks 1000, FY 24 Strategic Initiatives Grant Application

The Engineer shall prepare a draft of the application packet for the City staff to review. The draft proposal work shall include:

- Attend a meeting with City staff to discuss the proposed project, perform a site visit and review the grant application requirement and program elements.
- Create a typical cross-section of the work proposed.
- Develop a map of the project location and include project area photos.
- Prepare a Project Cost Estimate that includes construction and engineering services.
- Draft project narratives and complete a draft grant application for review by the City Administrator and City Engineer.
- Prepare an electronic application packet for City submittal prior to the draft Application submittal deadline.

City staff will request and collect any letters of support to be included with the draft application, provide the right-of-way documentation, and send the final application to ITD.

**FEES**

The fees for the Scope of Services above will be on a Time and Materials basis plus reimbursable expenses and hours and shall not exceed \$3,500 without prior authorization by the City.



## MEMO

To: Bonners Ferry Mayor, City Council  
From: Clare Marley, AICP, Contract Planner  
Date: June 16, 2023

**Re: Lincks Annexation, File #AN07-23, for June 20<sup>th</sup> Council meeting**

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The final three documents for the completion of the Sharon Lincks annexation of a 0.35-acre parcel into the city limits of Bonners Ferry are ready for City Council consideration. This annexation of the Lincks's property adjoining the city limits on Alder Street does not include an annexation agreement. The purpose of the annexation is to bring her parcel within unincorporated Boundary County into the city limits so that her property can all be within the city limits. A building permit for a carport is pending completion of the annexation. City Council approved the annexation and assignment of zoning and comprehensive plan map designations at the June 6<sup>th</sup> meeting and directed staff to prepare the final documents.

The three final documents that are ready for action are:

- A resolution to designate the property as Residential Low Density on the City's adopted comprehensive plan Future Land Use Map. Assignment of a comp plan map designation is a prerequisite of annexation, per Idaho Code. Comp plan map amendments require adoption of a resolution. The resolution is included in the Council packet.
  - **MOTION: I move to approve Resolution # [number to be assigned] amending the official Bonners Ferry comprehensive plan Future Land Use Map to designate the land that is the subject of the Sharon Lincks annexation File #AN07-23 as Residential Low Density.**
- An ordinance and ordinance summary, for the amendment of the official zoning map as Residential B and annexing the subject 0.35 of an acre into the city limits. Idaho Code requires the assignment of the zoning and annexation be accomplished with the adoption and recording of an ordinance. The draft ordinance is included in the Council packet and contains a description of the land and a drawing of the surveyed land. Adoption of the ordinance at the June 20<sup>th</sup> meeting would require motions to dispense with the rules requiring three separate readings of the ordinance and allowing adoption upon reading of the title only.
  - **MOTION: I move to dispense with the rules for reading the ordinance regarding File #AN07-23 on three different days and call for one reading of the proposed ordinance by title alone, pursuant to Idaho Code §50-902. ROLL CALL VOTE; READING OF SHORT TITLE**
  - **MOTION: I move to adopt Ordinance #[number to be assigned] regarding annexation File #AN07-23 and authorize the publication of the ordinance summary in the Herald in compliance with Idaho Code §50-901A. ROLL CALL VOTE.**



**CITY OF BONNERS FERRY RESOLUTION NO. 2023-012**

**AMENDMENT TO FUTURE LAND USE MAP**

**FILE #AN07-23, SHARON LINCKS**

**RESOLUTION TO AMEND THE CITY OF BONNERS FERRY COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE AS “RESIDENTIAL LOW DENSITY” CERTAIN LANDS UPON ANNEXATION INTO THE INCORPORATED CITY LIMITS OF BONNERS FERRY, IDAHO.**

**WHEREAS**, Idaho Code §67-6509 provides that any person may petition the planning commission or governing body for a comprehensive plan amendment at any time; and

**WHEREAS**, Landowner Sharon Lincks has petitioned the City of Bonners Ferry, Idaho to annex her property into the city limits and to amend the comprehensive plan Future Land Use Map designation for her lands as Residential Low Density; and

**WHEREAS**, the subject property is described in attached Exhibit A and illustrated in attached Exhibit B; and

**WHEREAS**, the Bonners Ferry Planning and Zoning Commission held a duly noticed public hearing on May 18, 2023, in accord with the procedures of the Local Land Use Planning Act, Title 67, Chapter 65, Idaho Code, and local code and recommended to the City Council approval of the Future Land Use Map amendment; and

**WHEREAS**, the City Council considered the Commission recommendation at its regular public meeting June 6, 2023, and approved the amendment to the Future Land Use Map, as recommended by the Planning and Zoning Commission; and

**WHEREAS**, Idaho Code §67-6509 provides that no plan shall be effective unless adopted by resolution by the governing board.

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

**1:** That the City of Bonners Ferry hereby approves and adopts the amendment to the City of Bonners Ferry, Idaho Comprehensive Plan Future Land Use Map to designate lands owned by Sharon Lincks, as described in Exhibit A and illustrated in Exhibit B, as Residential Low Density upon annexation into the City of Bonners Ferry.

**2:** Exhibits A and B are attached and hereby made a part of this resolution.

**3:** Staff is hereby authorized to update the electronic version of the map on the City website, which is not intended to be relied upon as the official version.

This Resolution is hereby **ADOPTED** and made **EFFECTIVE** by the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF BONNERS FERRY, IDAHO

BY: \_\_\_\_\_  
James R. "Dick" Staples, Mayor

Attest:

\_\_\_\_\_  
Deborah Garcia, Clerk, City of Bonners Ferry

## **Exhibit A**

### **LEGAL DESCRIPTION**

### **FOR ANNEXATION**

### **SHARON LINCKS**

**SECTION 26, TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.**

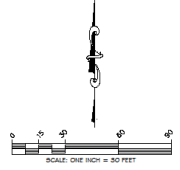
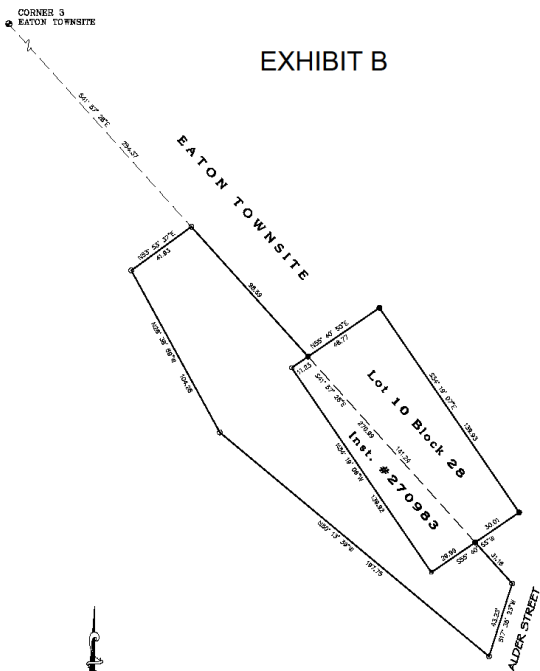
**NOVEMBER 16, 2018**

*A tract of land in Governments Lots Ten (10) and Eleven (11) of Section Twenty-six (26), Township Sixty-two (62) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:*

*Beginning at a 5/8 inch rebar and plastic cap marked PLS 3628 on the Southwesterly boundary of the Eaton Townsite of Bonners Ferry, Idaho that is S 41°57'28"E, 254.37 feet from Corner Number 3 of said Townsite; thence, continuing along the Townsite boundary, S 41°57'28"E, 270.99 feet, to the right of way of Alder Street which is marked on the ground by a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, along the road right of way, S 17°35'23" W, 43.23 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, leaving the road right of way, N 50°13'39" W, 197.75 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, N 28°38'59" W, 104.28 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence N 53°53'37" E, 41.93 feet to the POINT OF BEGINNING; encompassing an area of 0.35 acres (15,029 square feet).*

EXHIBIT B

RECORD OF SURVEY  
 IN  
 GOV'T LOTS 10 & 11 OF SECTION 26  
 TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.  
 BOUNDARY COUNTY, IDAHO  
 FOR  
 SHARON LINCKS



**LEGEND**  
 ● Corner 3 Eaton Townsite  
 ● Found 6.0" rebar/plastic cap - PLS 5625  
 ● Set 6.0" rebar/plastic cap - PLS 5625  
 ○ Computed point

**DESCRIPTION FOR ANNEXATION**  
 A tract of land in Governmental Lots Ten (10) and Eleven (11) of Section Twenty-six (26), Township Thirty-two (32) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:  
 Beginning at a 5.0" rebar and plastic cap marked PLS 5625 on the Southwesterly boundary of the Eaton Townsite of Donners Ferry, Idaho that is S 41°17'50"W, 254.37 feet from Corner Number 3 of said Townsite thence containing along the Townsite boundary, S 41°17'52"W, 270.39 feet, to the right of way of Alder Street which is marked on the ground by a 5.0" rebar and plastic cap stamped PLS 5625; thence, along the road right of way, S 17°30'23"W, 43.19 feet to a 5.0" rebar and plastic cap stamped PLS 5625; thence, bearing the road right of way, N 50°18'30"W, 137.75 feet to a 5.0" rebar and plastic cap stamped PLS 5625; thence, N 59°35'59"W, 124.29 feet to a 5.0" rebar and plastic cap stamped PLS 5625; thence N 09°55'37"E, 41.18 feet to the POINT OF BEGINNING, encompassing an area of 0.35 acres (15,029 square feet).

**BASIS OF BEARINGS**  
 The bearings are based on Record of Survey, Book 14 of Surveys, Page 100, as returned No. 300000, records of Boundary County, Idaho.

**SURVEYOR'S CERTIFICATION**  
 I, James R. Stepien, Idaho Land Surveyor No. 5625, do hereby certify that this plan hereon is a true and correct representation of a survey made by me or under my direct supervision in accordance with the laws of the State of Idaho (Idaho Code 21-17-02, 1973 and Idaho Code 21-17-03 through 1906) and accepted methods and procedures of surveying.



**COUNTY RECORDER**  
 The Record of Survey, set forth for record in the office of the Recorder of Boundary County, Idaho, at the request of J.R.S. Surveying, Inc. the \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_ A.M. and duly recorded in Book \_\_\_\_\_ of Surveys, Page \_\_\_\_\_ as Instrument No. \_\_\_\_\_  
 County Recorder \_\_\_\_\_ Deputy Recorder \_\_\_\_\_

J.R.S. SURVEYING, INC.	
P.O. BOX 3309 - 647E S. RAILY ST.	
DONNERS FERRY, IDAHO 83602	
808-287-7656	
RECORD OF SURVEY	
PLS. SHARON LINCKS	
DATE: 04/24/10	H. J. JOHNSON
BY: JAMES R. STEPIEN, L.S.	RECORDY OF 1
BOUNDARY COUNTY, IDAHO	2010-04-24

**CITY OF BONNERS FERRY, IDAHO**  
**ANNEXATION AND AMENDMENT TO OFFICIAL ZONING MAP**  
**FILE #AN07-23, SHARON LINCKS,**

ORDINANCE NO. 610

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO ANNEXING CERTAIN LANDS SITUATED IN BOUNDARY COUNTY, IDAHO, WHICH ARE ADJACENT AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF BONNERS FERRY; ESTABLISHING THE ZONING CLASSIFICATION OF SAID LANDS AS RESIDENTIAL “B;” PROVIDING THAT COPIES OF THIS ORDINANCE SHALL BE FILED WITH THE BOUNDARY COUNTY ASSESSOR, THE BOUNDARY COUNTY RECORDER AND THE IDAHO STATE TAX COMMISSION, AS REQUIRED BY LAW; PROVIDING SEVERABILITY; PROVIDING THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

**WHEREAS**, the owner of the lands and territory, situated in Boundary County and particularly described in Exhibit A and illustrated in Exhibit B of this ordinance, has requested, in writing, annexation of said land to the city; and,

**WHEREAS**, the Bonners Ferry City Council has found and determined that said lands and territory are contiguous and adjacent to the City of Bonners Ferry and that annexation of said lands can reasonably be used for orderly development; and

**WHEREAS**, the Bonners Ferry Planning & Zoning Commission, pursuant to public notice as required by law, held a public hearing on May 18, 2023, and recommended to the Mayor and Council that the comprehensive plan Future Land Use Map be amended to designate this land as Residential Low Density, and said land be zoned Residential B; and

**WHEREAS**, the Bonners Ferry City Council, pursuant to the recommendation of the Bonners Ferry Planning and Zoning Commission recommendation, held a public meeting on June 6, 2023, on the proposed zoning for the property described in Exhibit A, all as required by Idaho Code, Section 67-6525.

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

**Section 1:** The lands and territory situated in Boundary County, Idaho, adjacent and contiguous to the City of Bonners Ferry, Idaho, particularly described in Exhibit "A" and illustrated in Exhibit B, which are made a part of this ordinance by reference, be annexed to and incorporated in the territorial limits of the City of Bonners Ferry, Idaho.

**Section 2.** From and after the effective date of this ordinance, all property included within the boundaries of the land described in Exhibit A, shall be subject to all the statutes pertaining to the City of Bonners Ferry and all ordinances, resolutions, police regulations, taxation and other powers of the City, and all persons and property within the territory so annexed shall be and are entitled to all benefits and rights as are the persons and property presently within the corporate territorial limits of Bonners Ferry.

**Section 3.** The lands made part of Exhibit A shall be zoned Residential "B" on the Official Zoning Map of the City of Bonners Ferry.

**Section 4.** The Clerk of the City of Bonners Ferry shall cause this ordinance to be recorded with the Boundary County Recorder and filed with the Boundary County Assessor and the Idaho State Tax Commission, in accord with the provisions of Idaho Code §65-215.

**Section 5: 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 6: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

**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:

\_\_\_\_\_  
Deborah Garcia, Clerk, City of Bonners Ferry, Idaho

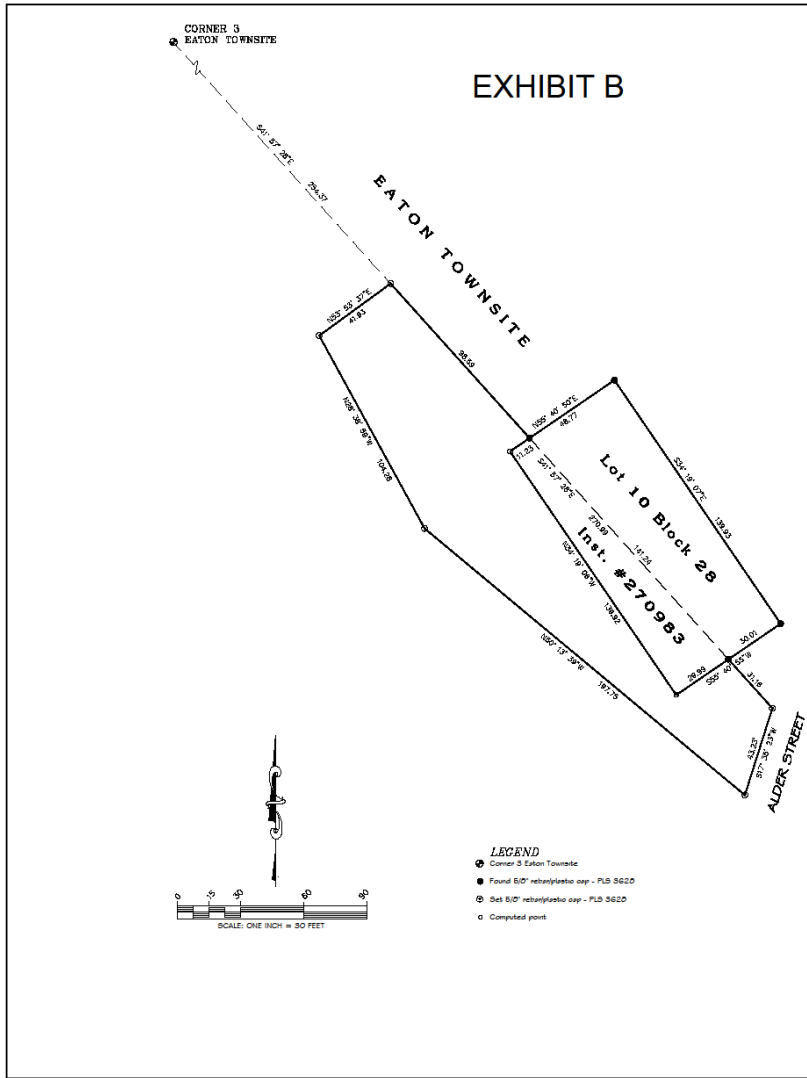
## Exhibit A

**LEGAL DESCRIPTION  
FOR ANNEXATION  
SHARON LINCKS  
SECTION 26, TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.  
NOVEMBER 16, 2018**

*A tract of land in Governments Lots Ten (10) and Eleven (11) of Section Twenty-six (26), Township Sixty-two (62) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:*

*Beginning at a 5/8 inch rebar and plastic cap marked PLS 3628 on the Southwesterly boundary of the Eaton Townsite of Bonners Ferry, Idaho that is S 41°57'28"E, 254.37 feet from Corner Number 3 of said Townsite; thence, continuing along the Townsite boundary, S 41°57'28"E, 270.99 feet, to the right of way of Alder Street which is marked on the ground by a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, along the road right of way, S 17°35'23" W, 43.23 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, leaving the road right of way, N 50°13'39" W, 197.75 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, N 28°38'59" W, 104.28 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence N 53°53'37" E, 41.93 feet to the POINT OF BEGINNING; encompassing an area of 0.35 acres (15,029 square feet).*





**RECORD OF SURVEY**  
IN  
**GOV'T LOTS 10 & 11 OF SECTION 26**  
**TOWNSHIP 62 NORTH, RANGE 1 EAST, B.M.**  
**BOUNDARY COUNTY, IDAHO**  
FOR  
**SHARON LINCKS**

**DESCRIPTION FOR ANNEXATION**  
A tract of land in Governmental Lots Ten (10) and Eleven (11) of Section Twenty-six (26), Township Sixty-two (62) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:  
Beginning at a 5/8 inch rebar and plexiglass cap marked PLS 3620 on the Southwesterly boundary of the Eaton Townsite of Bonners Ferry, Idaho that is S 41°57'25"E, 254.37 feet from Corner Number 3 of said Townsite thence, continuing along the Townsite boundary, S 41°57'29"E, 670.39 feet, to the right of way of Alder Street which is marked on the ground by a 5/8 inch rebar and plexiglass cap stamped PLS 3620; thence, along the road right of way, S 17°33'32"W, 43.25 feet to a 5/8 inch rebar and plexiglass cap stamped PLS 3620; thence, leaving the road right of way, N 50°1'33"W, 197.75 feet to a 5/8 inch rebar and plexiglass cap stamped PLS 3620; thence, N 29°34'39"W, 104.29 feet to a 5/8" rebar and plexiglass cap stamped PLS 3620; thence N 39°53'27" E, 41.88 feet to the POINT OF BEGINNING, encompassing an area of 0.35 acres (15,029 square feet).

**BASIS OF BEARINGS**  
The Bearings are based on Record of Survey, Book X of Surveys, Page 100, as Improvement No. 900000, records of Boundary County, Idaho.

**SURVEYOR'S CERTIFICATION**  
I, James R. Shupeck, Idaho Land Surveyor No. 3620, do hereby certify that the plat herein is a true and correct representation of a survey made by me or under my direct supervision in accordance with the laws of the State of Idaho (Idaho Code 21-2709, 1975 and Idaho Code 21-2709 through 1906) and accepted methods and procedures of surveying.



**COUNTY RECORDER**  
The Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, at the request of J.R.S. Surveying, Inc. this \_\_\_\_\_ day of \_\_\_\_\_, 2010, at \_\_\_\_\_, and duly recorded in Book \_\_\_\_\_ of Surveys, Page \_\_\_\_\_ as Instrument No. \_\_\_\_\_  
County Recorder \_\_\_\_\_ Deputy Recorder \_\_\_\_\_

<b>J.R.S. SURVEYING, INC.</b>	
P.O. BOX 3099 - 6476 S. MAIN ST.	
BONNERS FERRY, IDAHO 83865	
208-897-7665	
<b>RECORD OF SURVEY</b>	
FILE NUMBER	PLS 3620
DATE BY	7-21-2010
BY	J.R.S. SURV. INC.
BOUNDARY COUNTY, IDAHO	PAGE 1 OF 1



**SUMMARY FOR PUBLICATION  
CITY OF BONNERS FERRY ORDINANCE NO.610  
REGARDING AMENDMENT TO THE OFFICIAL ZONING MAP & ANNEXATION OF CERTAIN LANDS  
FILE #AN07-23, SHARON LINCKS**

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.610 adopted on June 20, 2023. The full title of the ordinance is:

An Ordinance of the City of Bonners Ferry, a municipal corporation of the State of Idaho annexing certain lands situated in Boundary County, Idaho, which are adjacent and contiguous to the corporate limits of the City of Bonners Ferry; establishing the zoning classification of said lands as Residential "B;" providing that copies of this ordinance shall be filed with the Boundary County Assessor, the Boundary County Recorder and the Idaho State Tax Commission, as required by law; providing severability; providing this ordinance shall be in full force and effect from and after its passage, approval and publication according to law.

The legal description of the subject property is: A tract of land in Governments Lots Ten (10) and Eleven (11) of Section Twenty-six (26), Township Sixty-two (62) North, Range One (1) East, of the Boise Meridian, Boundary County, Idaho; more particularly described as follows: Beginning at a 5/8 inch rebar and plastic cap marked PLS 3628 on the Southwesterly boundary of the Eaton Townsite of Bonners Ferry, Idaho that is S 41°57'28"E, 254.37 feet from Corner Number 3 of said Townsite; thence, continuing along the Townsite boundary, S 41°57'28"E, 270.99 feet, to the right of way of Alder Street which is marked on the ground by a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, along the road right of way, S 17°35'23" W, 43.23 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, leaving the road right of way, N 50°13'39" W, 197.75 feet to a 5/8 inch rebar and plastic cap stamped PLS 3628; thence, N 28°38'59" W, 104.28 feet to a 5/8" rebar and plastic cap stamped PLS 3628; thence N 53°53'37" E, 41.93 feet to the POINT OF BEGINNING; encompassing an area of 0.35 acres (15,029 square feet).

The ordinance annexes the subject property into the City of Bonners Ferry and amends the Official Zoning Map to zone the subject land owned by Sharon Lincks as Residential B.

The full text of Ordinance No.610 is available at Bonners Ferry City Hall, 7232 Main Street, Bonners Ferry, Idaho 83805, during regular business hours.

City of Bonners Ferry, Idaho

ATTEST:

\_\_\_\_\_  
James R. "Dick" Staples, Mayor

\_\_\_\_\_  
Deborah Garcia, 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:\_\_\_\_\_