

Welcome to tonight's City Council meeting!

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, 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
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
June 4, 2024
6:00 pm

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

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Engineer-Administrator/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. **SEWER- (action item)** [attachment]-Consider authorizing the Council President to sign the contract with Panhandle Area Council.
4. **SEWER- (action item)** [attachment]- Consider approval of the Fair Housing Statement.
5. **CITY- (action item)**- Consider re-appointment of Merle Ansley to the Urban Renewal Board with a term expiring June 30, 2029.
6. **POOL- (action item)** [attachment]- Consider approval of Contract with Michelle Walker to provide water fitness classes.
7. **PLANNING AND ZONING- (action item)** [attachment]- Consider approval of development and construction agreement for Judy's subdivision.

8. **PLANNING AND ZONING- (action item)** [attachment]- Consider approval to name new street.
9. **WATER AND SEWER- (action item)** [attachment]- Consider approval of water and sewer main plans for Judy's Subdivision.
10. **POLICE- (action item)** [attachment]- Consider approval of COPS grant application.

ADJOURNMENT

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

Public Comment Guidelines:

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Those who wish to speak should sign up on the sheet provided by the Clerk.
- Practice civility and courtesy.
- City leaders have the right and the responsibility to maintain order and decorum during the meeting.
- Time may be curtailed for those speakers whose comments are disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the employee's supervisor or with the Mayor and should not be the subject of public comment.

PROFESSIONAL SERVICES CONTRACT
between
the City of Bonners Ferry and Panhandle Area Council, Inc.
for the
Lift Station #5 Replacement Project

This Contract is entered as of the date of the last signature below between the City of Bonners Ferry, a political subdivision of the State of Idaho, whose address is 7232 Main Street, PO Box 149, Bonners Ferry, Idaho, herein referred to as the "CITY" and Panhandle Area Council, 11100 N. Airport Drive, Hayden, Idaho, 83835, herein referred to as the "CONTRACTOR," Witnesseth:

WHEREAS, the CITY intends to apply for state and/or federal grants for the receipt of grant funds including the Idaho Community Development Block Grant (ICDBG) Program for the purpose of the Lift Station #5 Replacement Project in Bonners Ferry, Idaho; and

WHEREAS, the CITY desires to engage the CONTRACTOR to render certain services related to the administration of the above described ICDBG project; and

WHEREAS, the CITY has complied with provisions for solicitation of contractors as cited in OMB Circular A-102; and

WHEREAS, in order to assure effective management of the above project, it is deemed to be in the best interests of the CITY to enter into an agreement with the CONTRACTOR as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- 1. EMPLOYMENT OF CONTRACTOR.** The CITY agrees to engage the CONTRACTOR, and the CONTRACTOR agrees to provide the services described in Attachment A to provide for grant administration and management of the Lift Station #5 Replacement for the CITY as approved by the Department.
- 2. EMPLOYEE-EMPLOYER RELATIONSHIP.** The contracting parties warrant by their signature that no employer-employee relationship is established between the CONTRACTOR and the CITY by the terms of this Contract. It is understood by the parties hereto that the CONTRACTOR is an independent contractor and as such neither it nor its employees, if any, are employees of the CITY for purposes of tax, retirement system, or social security (FICA) withholding.
- 3. CONTRACTOR'S INSURANCE.** The CONTRACTOR warrants that it has obtained and will maintain at its expense for the duration of this Contract, statutory worker's compensation coverage, employer's liability and comprehensive general liability insurance coverage for its principals and employees for the services to be performed hereunder. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one million dollars (\$1,000,000) per claim, and two million dollars (\$2,000,000) aggregate.
- 4. LIAISON.** The CITY's designated liaison with the CONTRACTOR is Mike Klaus, City Administrator and Deby Garcia, City Clerk. The CONTRACTOR'S designated liaison with the CITY for grant administration and management is Karen Nunneley, Project Manager and Nancy Mabile, Economic Development Planner.

5. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract takes effect on the date of the last signature below. If the services covered by this agreement have not been completed by May 2026, through no fault of the Administrator, compensation for the extension of the Administrator's services beyond this time shall be re-negotiated.

6. SCOPE OF SERVICES. The Administrative Scope of Services is as set forth in ATTACHMENT A, which by this reference is made a part hereof.

It is understood and agreed by the parties that the services of the CONTRACTOR do not include any of the following: the disbursement or accounting of funds distributed by the CITY financial officer, legal advice, fiscal audits, or assistance with activities not related to the ICDBG project.

7. COMPENSATION. For satisfactory completion of administrative services to be provided under this Contract, the CITY agrees to pay as set forth in ATTACHMENT A, which by this reference is made a part hereof.

8. CONFLICT OF INTEREST. The CONTRACTOR warrants that it presently has no interest and will not acquire any interest, direct or indirect, in the ICDBG project, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that, in performing this Contract, it will employ no person who has any such interest. Should any conflict of interest, as defined by the ICDBG Administrative Rules, arise during the performance of this contract, it will be disclosed and managed according to the ICDBG rules.

9. MODIFICATION AND ASSIGNABILITY OF CONTRACT. This Contract contains the entire agreement between the parties, and no statements, promises, or inducements made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement signed by both parties hereto. The CONTRACTOR may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the CITY and the Idaho Department of Commerce. Any subcontractor or assignee will be bound by all the terms and conditions of this Contract.

10. TERMINATION OF CONTRACT. This Contract may be terminated as follows:

(a) **Termination due to loss of funding.** If the Department reduces or terminates payments under the ICDBG Program so as to prevent the CITY from paying the CONTRACTOR with ICDBG funds, the CITY will give the CONTRACTOR written notice which sets forth the effective date of the termination and explain the reasons for the termination. The notice shall also describe the conditions for any reimbursement for any work completed.

(b) **Termination for Convenience.** The CITY may terminate this Contract in whole, or in part, for the convenience of the CITY when the CITY determines that the continuation of the project is not in the best interest of both parties and that further expenditure of funds will not produce any results. The CITY shall notify in writing the conditions, effective date and make reasonable payment for work completed.

(c) **Termination for Cause.**

- (i) If the CITY determines that the CONTRACTOR has failed to comply with the terms and conditions of this Contract, it may terminate this Contract in whole or in part, at any time before the date of completion. If the CONTRACTOR fails to comply with any of the terms and conditions of this Contract, the CITY may give notice, in writing, to the CONTRACTOR of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the CITY may, with no further notice, declare this Contract to be terminated. The CONTRACTOR will thereafter be entitled to receive payment for those services reasonably performed to the date of termination less the number of reasonable damages suffered by the CITY by reason of the CONTRACTOR'S failure to comply with this Contract.

- (ii) Notwithstanding the above, the CONTRACTOR is not relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Contract by the CONTRACTOR, and the CITY may withhold any payments to the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the CITY from the CONTRACTOR is determined.

11. DOCUMENTS INCORPORATED BY REFERENCE. The CITY application to the Department for ICDBG funding, dated xxx, and any amendments thereto, and all applicable federal and state statutes and regulations are incorporated into this Contract.

12. CIVIL RIGHTS ACT OF 1964. The CONTRACTOR will abide by the provisions of the Civil Rights Act of 1964 which states that under Title VI, no person may, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

13. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974. The CONTRACTOR will comply with the following provision:

No person in the United States may on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with the funds made available under this title. Any prohibition against discrimination based on age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 will also apply to any such program activity.

14. SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968. The CONTRACTOR will ensure that, to the greatest extent feasible, opportunities for training and employment arising in connection with this ICDBG-assisted project will be extended to lower income project area residents. Further, the CONTRACTOR will, to the greatest extent feasible, utilize business concerns located in or substantially owned by residents of the project area in the award of contracts and purchase of services and supplies.

15. MINORITY BUSINESS ENTERPRISE. Consistent with the provisions of Executive Order 11246 and OMB Circular A-102, Attachment O, the CONTRACTOR will take affirmative steps to assure that minority businesses are used when possible as sources of supplies, equipment, construction and services. Additionally, the CONTRACTOR must document all affirmative steps taken to solicit minority businesses and forward this documentation along with the names of the minority subcontractors and suppliers to the CITY upon request.

16. NONDISCRIMINATION. The CONTRACTOR will not discriminate against any employee or applicant for employment based on race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.

17. OWNERSHIP AND PUBLICATION OF MATERIALS. All reports, information, data, and other materials prepared by the CONTRACTOR pursuant to this Contract are to be the property of the CITY and the Department, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part. All such materials developed under this Contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval of the CITY and the Department.

18. REPORTS AND INFORMATION. The CONTRACTOR will maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to this Contract and such other records as may be deemed necessary by the CITY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the CITY or its authorized representative and will be retained for four (4) years after the expiration of this Contract.

19. ACCESS TO RECORDS. It is expressly understood that the CONTRACTOR'S records relating to this Contract will be available during normal business hours for inspection by the CITY, the Department, the U.S. Department of Housing and Urban Development, the U.S. Comptroller General, Office of Inspector General, and, when required by law, representatives of the State of Idaho.

20. CONSTRUCTION AND VENUE. This Contract will be construed under and governed by the laws of the State of Idaho. In the event of litigation concerning it, the venue is the First Judicial District in and for the County of Shoshone, State of Idaho.

21. LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the project to both the CITY and the Contractor, the risks have been allocated such that the CITY agrees, to the fullest extent permitted by law, to limit the liability of the Contractor and its subconsultants for any and all claims, losses, costs, damages of any nature or claims of expenses from any cause or causes, so that the total aggregate liability of the Contractor and its subconsultants to all those named shall not exceed the Contractor's total fee for services rendered on this project. Such claims and causes include, but are not limited to negligence, errors or omissions, strict liability, breach of contract or warranty.

22. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this Contract, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.


23. SPECIAL WARRANTY. The CONTRACTOR warrants that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this contract. The CONTRACTOR further declares that no improper personal, political, or social activities have been used or attempted to influence the outcome of the competition, discussion, or negotiation leading to the award of this contract. Any such activity by the CONTRACTOR shall make this Contract null and void.

24. ATTACHMENT. Attachment A “Scope of Services” is attached hereto, which by this reference is made a part thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Contract.

PANHANDLE AREA COUNCIL, INC.


CITY OF BONNERS FERRY

BY: 
L. Wally Jacobson
Executive Director

BY: _____
Rick Alonzo
Mayor

DATE: 5/16/2024

DATE: _____

ATTEST:  _____

ATTEST: _____

ATTACHMENT A

SCOPE OF WORK

Grant Administration

The CITY agrees to pay the Contractor a sum not to exceed 10% of the grant award for grant administration activities on the the Lift Station #5 Replacement Project.

1. Project Set-Up – file set-up, facilitating financial management procedures including meetings with grantee and stakeholders, submission of pre-contract documents, responding to inquiries, and explaining CDBG requirements to the Grantee and/or sub-recipient. For services performed, a lump sum amount of \$1,000.
2. Environmental Review – Conducting an environmental review that complies with 24 C.F.R. Part 58. Duties include, but are not limited to, assessing project site, touring the site, gathering and verifying documentation, determining clearance level, preparing an environmental review record. Publishing and posting public notices. Gathering and tracking comments. Collecting any technical environmental studies from design professional. Debriefing CITY on the review. Establishing mitigation measures. Securing environmental concurrence from the Department. For services performed, a lump sum amount of \$5,000.
3. Labor Monitoring – Ensuring construction contractors are meeting the requirements of the Davis-Bacon Act, Copeland Act, CWHSSA and Fair Labor Standards Act. Duties include, but are not limited to, educating contractors about the labor requirements, providing labor documents and forms to contractors and their sub-contractors, identify appropriate wage determination, requesting additional wage classifications, reviewing and tracking payrolls, conducting employee interviews (on-site or through the mail, or over the phone), traveling to project site, observing workers, comparing payroll reports to interview information, documenting payroll reviews, identifying and investigating errors with contractor, reporting and facilitating the correction of errors or problems to the Department, and completion of required labor reports. For services performed, and monthly amount estimated at \$2,500 based on a 7-month timeframe, and a total sum amount of \$17,500.
4. Project Monitoring (during procurement and construction) – Assist CITY in setting up the procurement of contractors in accordance with 2 C.F.R. 200. Participating in pre-bid, pre-construction, and construction progress meetings. Review of bidding documents, construction progress monitoring, reporting, and construction closeout. Financial management duties include coordinating contractors and design professional pay applications, preparation of CDBG request for funds, submission of requests to the Department and ensuring proper disbursement of CDBG expenditures. For services performed, a monthly amount estimated at \$1,250 on a 12-month timeframe, with a total sum not to exceed \$15,000.
5. Civil Rights and Equal Access – Completing CDBG civil rights activities and documents. Duties include explaining and educating contractors on complying with Section 3 requirements and hiring disadvantaged business enterprises. Submission of RFP to Idaho PTAC. Ensuring accurate completion of Section 3 Reports and the Contractor/Subcontractor Activity Report. Promoting disadvantaged business enterprises and fair bidding practices. Ensure public display of EEO

posters. Completing CDBG civil rights activities and documents. For services performed, a total sum amount of \$3,000.

6. Fair Housing Actions – Helping to ensure the CITY is taking steps to affirmatively further fair housing. Duties include ensuring the CITY understands and adopts the fair housing resolution, proclaims April as fair housing month, and displays fair housing information. Assist and guide the CITY in completing a fair housing assessment including identifying contributing factors and actions to mitigate the contributing factors. For services performed, a total sum amount of \$3,000.
7. 504/ADA Actions – Helping the CITY to meet CDBG required Section 504 and ADA requirements. Duties include helping develop (or update) an ADA transition plan. Assist the CITY in review and completion of the effective communication checklist. Ensure the Grantee has in-place a 504 coordinator, non-discrimination policy and ADA grievance procedure. Ensure the Grantee understands and publishes required notices under the ADA Act. If necessary, assist the Grantee in conducting (or updating) a self-evaluation of its facilities, services, and programs. For services performed, a total sum amount of \$3,000.

The total amount paid in progress payments shall not exceed ninety percent (95%) of the total compensation sum.

8. Project Closeout (5%) – Documentation that the CITY has met its CDBG national objective and contractual performance requirements, including substantial completion. Completing ICDBG closeout documents for review and signature. Ensure all project and closeout documents are submitted and approved by the Department. Make sure requested documents, concerns, and findings are addressed and resolved. For services performed, a lump sum amount of \$2,500.

Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS OF the City of Bonners Ferry that discrimination on the basis of race, color, religion, sex, national origin, handicap, or familial status in the sale, rental, advertising, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law) and the Fair Housing Amendments Act of 1988.

It is the policy of the City of Bonners Ferry to encourage equal opportunity in housing for all persons regardless of race, color, religion, sex, national origin, handicap, or familial status. Therefore, the City does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, handicap, or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City shall publicize this Resolution and through this publicity shall encourage owners of real estate, real estate brokers and sellers, rental owners, rental property manager, lenders, developers, builders, home buyers, and renters to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID FAIR HOUSING PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

EFFECTIVE DATE

This Resolution shall take effect _____

Attest

Chief Elected Official



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: May 31, 2024

RE: Pool – Contract with Michelle Walker for Water Fitness Classes

In 2022 the City entered a contract with Michelle Walker to provide water fitness classes at the City pool. Attached with this memo is a new contract with Michelle that is proposed for the 2024 season that would run on Monday and Wednesday nights from June 26th to August 28th. Within that timeframe there will be 20 classes, which will be broken down into 2 – 10 session periods.

Staff will apply the swim lesson fee schedule for each of the sessions. Please review the contract features and contact me with any questions you may have for me.

Mike

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Walker Wellness, LLC herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Perform, instruct, and conduct all adult water fitness classes for the 2024 pool season at the city pool located at 7040 Helena Street.

CONTRACTOR agrees to provide all materials and services and any special equipment needed to conduct water fitness classes. CONTRACTOR to coordinate with ENTITY for class sign-ups and payment for classes.

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

CONTRACTOR shall perform work during the 2024 pool season, all work concluding at termination of the 2024 pool season. Water fitness classes may start after the last public scheduled swim time which is 6:30 PM.

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

Total \$60.00 per session hosted and instructed by CONTRACTOR.

Contractor shall be responsible for advertising, conducting, instructing, and adhering to all city rules at the city pool. The city shall be responsible for providing a clean, safe, and maintained pool for instruction. Contractor is allowed to use any class/pool equipment that is owned by the city, however, any specific and/or additional materials needed shall be supplied by the contractor.

CONTRACTOR and ENTITY to split total excess proceeds at the end of the season.

At the end of the season, any proceeds from classes in excess of the cumulative instructor fees (\$60 per session) and the cumulative pool fees (\$40 per session), will be split between the ENTITY and CONTRACTOR 50/50.

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. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

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

13. **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 _____
Michelle Walker, Owner

By _____
Adam Arthur, Council President

Its _____
(Title or Office)

ATTEST:

Deborah Garcia, Clerk

WITNESS:

(Signature of Witness or Notary Public)

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



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: May 31, 2024

RE: Aldairy Estates (formerly Judy's Subdivision) Development and Construction Agreements

In December of 2023 the City approved files #SUP012-23 and #S03-23 for a residential mixed housing planned unit development and a preliminary plat to create five residential lots and private open space. One of the conditions of that approval was that a development and a construction agreement be entered into between the developer and the City.

Attached are those agreements for your consideration. Please review and let me know if you have any questions regarding the documents. One feature that is important to note is that the plans in the construction agreement are not the final, City-approved plans, as those are still being completed as of the date of this memo. The way the agreements read, no construction can take place until the plans are approved by the City Engineer, which should not hinder the approval of the attached agreements.

Please call or email with any questions you may have for me.

Mike

**DEVELOPMENT AGREEMENT
FOR
ALDAIRY ESTATES (FORMERLY JUDY’S SUBDIVISION)
FILE #SUP012-23 & #S03-23**

The City of Bonners Ferry (City), a municipal corporation of the State of Idaho, and Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, (Landowner) enter into this agreement, hereinafter referred to as the “Agreement.” This Agreement shall be effective upon execution by the City and Landowner.

RECITALS

1. **Whereas**, the Landowner is the owner of certain real property located in the City of Bonners Ferry, a description of which is attached here as **Exhibit A** (“Property”). The property is also known by the preliminary plat name of Judy’s Subdivision and the proposed final plat name of Aldairy Estates.
2. **Whereas**, on December 19, 2023, the Bonners Ferry City Council approved the preliminary plat and planned unit development for the subdivision of the 2.18-acre Property into five (5) residential lots and a private open space, subject to certain terms and conditions, as evidenced by the decision letter dated December 20, 2023, and attached here as **Exhibit B**. The approved preliminary plat of Judy’s Subdivision is attached here as **Exhibit C**.
3. **Whereas**, as a condition of preliminary plat approval and a requirement of Bonners Ferry City Code Chapter 7, Title 12 of Bonners Ferry City Code, the Landowner shall enter into a development agreement with the City prior to final plat approval and prior to the start of any subdivision improvements or City infrastructure improvements required for the development of the subject Property.
4. **Whereas** the purpose of the Agreement is to specify the means by which subdivision requirements will be accomplished, terms of mitigation, scope of construction

improvements, how construction will be financially secured, and the schedule for completion of the requirements, pursuant to Bonners Ferry City Code § 12-7-1.

5. **Whereas**, the conditions of approval for the preliminary plat required that the development agreement address construction, warranty agreements, requirements of the planned unit development, developer responsibilities, conveyance of open space, long-term maintenance, and any negotiated elements of the development.

AGREEMENT

NOW THEREFORE, the parties agree as follows:

1. **Authority.** The development is governed by certain laws in effect at the time of the application, as follows:
 - a. City of Bonners Ferry Comprehensive Plan, last amended April 18, 2023.
 - b. City of Bonners Ferry Comprehensive Plan map, last amended April 18, 2023.
 - c. Bonners Ferry City Code (BFCC), Title 12, Subdivision Regulations, as to standards of review.
 - d. Bonners Ferry City Code, Title 11, Zoning Regulations, as to standards and procedures.

2. **Applicable Laws.** Based upon the laws in effect at the time of the application, as stated above, the following uses, procedures, variations and standards are confirmed for the subdivision and individual development within the subdivision:
 - a. Zoning. The Property was zoned Residential B, with minimum lot sizes for building of 5,000 square feet. Judy's Subdivision was approved for five (5) lots and open space, with the residential lot sizes ranging from 12,917 square feet to 16,010 square feet, as depicted on **Exhibit C**. The proposed subdivision and planned unit development (PUD) complied with the zoning in effect at the time of the application.
 - b. Individual Lot Development. Development of each individual lot is subject to the fees, standards, and laws in effect at the time the application is submitted to City of Bonners Ferry. Individual site development shall mean any grading, excavation, fill, construction or alterations of structures, or placement of structures regulated by Titles 9 (Building Code), 10 (Utilities), 11 (Zoning Regulations), and 12 (Subdivision Regulations) of BFCC. Structures and individual lot development shall comply with building and development codes and zoning regulations in effect at the time the application is submitted.

- c. Permit Procedures For Individual Lot Development. Each individual lot development is subject to the City's permit procedure, fees, and City regulations in effect at the time the application is submitted to the City of Bonners Ferry.
 - d. The development of the lots shall be in accord with the approved, final master plan for the planned unit development.
3. **General Terms and Conditions.**
- a. Substantial compliance. The development of the Property and the final plat shall be in substantial compliance with the approved preliminary plat, planned unit development, and conditions of approval set forth by the City of Bonners Ferry in **Exhibit B**.
 - b. The final plat shall be filed in accord with the provisions of Title 12 of BFCC.
 - c. The final master plan for the planned unit development shall be filed with the City in accord with the provisions of Title 11, Chapter 8, BFCC and shall contain the elements required by city code and the conditions of approval set forth in **Exhibit B**. The Landowner shall provide for the formation of a homeowner association that will be responsible through a set of covenants, conditions, and restrictions (CC&Rs) for the long-term care and maintenance of open spaces, amenities, and private roads. Proof of the homeowner association establishment shall be provided to the City with the final plat and final master plan. The CC&Rs shall be recorded with the final plat.
 - d. Minor Modifications. Any minor changes to the plat shall require approval from the city engineer and/or city administrator. Minor modification shall mean insignificant adjustments to utility locations, minor adjustments to lot line locations, access points, or easements, or reduction to the number of lots, or other changes that do not affect conditions of approval, density, or intensity of uses.
 - e. Major Modifications. Any change to the conditions of approval or changes that are not minor modifications as outlined in paragraph "d" above shall require the approval of the City Council through the public hearing process that is in effect at the time of the request. The determination of whether a change is minor or major shall be determined by the City.
 - f. Deadline to File Final Plat and Final PUD Plan. The final plat and final plan shall be filed with the City and recorded within the time specified in the decision letter at **Exhibit B**. Unless an extension request is approved prior to the expiration date, the preliminary plat and PUD approval shall be considered void and abandoned if the plat is not recorded by the expiration date.
 - g. Third Party Rights. Pursuant to BFCC 12-7-5, except as otherwise expressly provided herein, this Agreement shall create no rights enforceable by any party

not party to this Agreement. Purchasers of lots in the approved subdivision are not deemed to be third party beneficiaries of this Agreement.

- h. Limitations on Liability. Pursuant to BFCC 12-7-6, any breach in the Agreement by the City shall not give rise to monetary damages but shall be enforceable only by resort to an action for specific performance. No provision of this Agreement that is contrary to law shall be enforced.
- i. Agreement Runs With the Land. This Agreement shall be recorded with the Boundary County Recorder upon execution by the parties and shall run with the land and bind upon all successors, heirs, and assignees of the Landowner. The Agreement shall expire upon the filing of a recorded release by the City when the terms of this Agreement have been satisfied or are no longer valid, whichever comes first.
- j. Breach of Agreement. Either party has the right to enforce this Agreement in the event of an alleged material breach of contract. Notice of the material breach of contract and a reasonable time to cure, but not less than ten (10) days, shall be afforded each party. Should the Landowner materially breach this Agreement, the City shall advise the Owner in writing of the alleged material breach and request specific remedies. The City is authorized to seek revocation of the subdivision approval in the event the breach of contract is not cured by the Landowner. Prior to revoking the preliminary approval, the City shall conduct a duly noticed public hearing to consider the revocation. At the completion of the hearing, the City may revoke the preliminary plat approval or impose additional conditions or restrictions to bring the development into compliance, upon a finding that there is substantial evidence that the contract has been breached and the preliminary plat approval has been violated.
- k. Attorney Fees. If a party initiates judicial action, including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees and costs.
- l. Severability. This Agreement is governed by the laws of the State of Idaho and the City. Any provision found to be unenforceable or prohibited by law, shall not affect the remaining provisions of the Agreement.

4. Specific Conditions and Requirements.

- a. Construction Improvement Agreement. The construction agreement for the development of this Property is provided in **Exhibit D** of this Agreement and made a part of the Agreement, pursuant to BFCC Section 12-7-7. Prior to any construction commencement, this Agreement shall be executed and recorded, and written approval obtained from the city engineer and other

public agencies identified by the conditions of approval and the construction agreement.

- b. **Warranty Agreement.** A warranty agreement for the required infrastructure improvements is provided in **Exhibit E** of this Agreement and made a part of this Agreement, pursuant to BFCC Section 12-7-8. All public capital improvements shall be guaranteed for two (2) years from the date of formal acceptance for operational maintenance by the City Council. The warranty for performance shall be in the form of a surety identified in **Exhibit E**.

EXECUTED BY THE PARTIES ON THE DATES ACKNOWLEDGED BELOW:

LANDOWNER: Timothy R. Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.	
Signed By:	
Landowner Name	Date
Acknowledgment:	
STATE OF _____)
COUNTY OF _____) SS.
<p>On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that he executed the same on behalf of said trust.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written</p> <p>_____</p> <p>Notary Public for [state]</p> <p>Residing at: _____</p> <p>My commission expires: _____</p> <p style="text-align: right;">(Seal)</p>	

LANDOWNER: Judith A. Graubart-Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

Signed By:

Landowner Name

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that she executed the same on behalf of said trust.

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

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

CITY OF BONNERS FERRY, IDAHO

Signed By:

Adam Arthur, City Council President

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared Adam Arthur, known or identified to me to be the person who executed the within instrument as Mayor of the City of Bonners Ferry, Idaho and acknowledged to me that he executed the same on freely and voluntarily in such capacity and on behalf said City as its authorized official.

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

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

EXHIBIT A

292049

QUITCLAIM DEED

FOR VALUE RECEIVED,

Timothy R Gorshe and Judith A Graubart-Gorshe, Trustees of the Timothy R Gorshe and Judith A Graubart-Gorshe Living Trust, dated March 4, 2019, and any amendments thereto

do(es) hereby convey, release, remise and forever quitclaim unto

Timothy R Gorshe and Judith A Graubart-Gorshe, Trustees of the Timothy R Gorshe and Judith A Graubart-Gorshe Living Trust, dated March 4, 2019, and any amendments thereto

whose current address is:

P.O. Box 242, Moyie Springs, ID 83845

the following described premises:

SEE ATTACHED EXHIBIT A

TO HAVE AND TO HOLD the said premises, unto the said grantees, heirs and assigns forever.

Dated: 7-15-2022

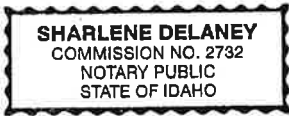
Timothy R Gorshe and Judith A Graubart-Gorshe Living Trust

[Signature of Timothy R Gorshe]
Timothy R Gorshe, Trustee

[Signature of Judith Ann Graubart-Gorshe]
Judith Ann Graubart-Gorshe, Trustee

STATE OF IDAHO)
) ss.
County of Boundary)

On this 15th day of July, 2022, before me, the undersigned Notary Public, personally appeared Timothy R Gorshe and Judith Ann Graubart-Gorshe, known to me to be the TRUSTEES OF The Timothy R Gorshe and Judith A Graubart-Gorshe Living Trust, and known or identified to me to be the persons whose names are subscribed to the within instrument for and on behalf of said trust and acknowledged to me that such trust executed the same.



[Signature of Sharlene Delaney]
Notary Public for Idaho
Residing at Bonners Ferry
Com. Expires: 10-13-27

STATE OF IDAHO }
County of Boundary } ss.
Filed by: Timothy Gorshe
on 7-15-2022 at 11:45
Glenda Poston C. Granger
County Recorder By Deputy
Fee \$ 15.00 PD
Mail to PO Box 242
Moyie Springs, ID 83845

292049

EXHIBIT A - LEGAL DESCRIPTION

A tract of land in Bonner's Ferry, Boundary County Idaho, lying in the SE 1/4 NW 1/4 of Section 34, Twp. 62 N., R. 1 E., B.M., being a portion of Lots 6, 7, and 8 of Kinnear's Gardens in Bonners Ferry, Idaho, and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped PLS 3628 which marks the C 1/4 of said Section 34; thence, N0°46'01"E 361.70 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S71°11'10"W 40.88 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 163.98 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°46'01"W 57.00 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 105.42 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°40'59"W 129.24 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S25°59'35"E 183.12 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S89°40'40"E 225.29 feet to the point of beginning.



EXHIBIT B

CITY OF BONNERS FERRY

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

December 20, 2023

DECISION LETTER

Graubart-Gorshe Trust/Timothy & Judith Graubart-Gorshe
P.O. Box 242
Moyie Springs, ID 83845

RE: File #SUP012-23 & #S03-23, Judy's Subdivision, Written Decision

This letter is to inform you that on December 19, 2023, the Bonners Ferry City Council approved your special use permit and preliminary plat applications for Judy's subdivision and planned unit development for a 2.18-acre parcel located adjacent to 6613 Alderson Lane and the subject of files #SUP012-23 and #S03-23. The decision was based upon the Planning and Zoning Commission recommendation to City Council to approve the applications on a unanimous vote following its November 16, 2023, public hearing.

Councilman Brion Poston recused himself from deliberations because he owns property adjacent to the proposed development.

City Council Motion December 19, 2023: Councilman Ron Smith moved, and Councilwoman Valerie Thompson seconded the motion, to accept the recommendation of the Bonners Ferry Planning and Zoning Commission and approve these files, #SUP012-23 and #S03-23, for a residential mixed housing planned unit development and preliminary plat to create five residential lots and private open space, finding that it **IS** in accord with the standards of Bonners Ferry City Code and the adopted comprehensive plan, as enumerated in the findings adopted by the Planning and Zoning Commission and based upon testimony received at the Commission hearing. The motion included adoption of the conditions of approval as written. This action does not result in a taking of private property.

Mayor Rick Alonzo declared the motion approved by a unanimous voice vote of Council members voting, with Councilman Poston having recused himself from deliberations and the vote.

FINDINGS:

Standards of Review & Evidence of Record (Findings) for PUD special use permit and plat

BFCC Section 11-8-4 B 1: The development will result in a unified project that will benefit the surrounding area and the city.

Applicant: The housing project will provide additional housing opportunities for the growth within the City and provide additional revenue to the City through taxes and use of city water and sewer services.

BFCC Section 11-8-4 B 2: The development can be constructed so that each phase can exist independently, without relying upon subsequent phases for open space, amenities, density, infrastructure, or other minimum standards or necessary dedications.

Staff and Applicant: No phasing is proposed.

BFCC11-5-5 A: The development will, in fact, constitute a special use as established in this act for the zoning district involved, in that it is not already defined as a permitted use in other chapters

Staff: Section 11-8-2 authorizes planned unit developments in all zoning districts. Idaho Code defines a planned unit development as a special use (IC §67-6515).

BFCC11-5-5 B: The development will be harmonious with and in accordance with the general objectives or with any specific objective of the comprehensive plan and/or the zoning ordinance;

Applicant: The proposal is in Residential B "mixed use," and will meet lot sizes and width requirements. CC&Rs will define allowances and limitations, including allowable livestock. Living units will be traditional frame houses and will provide "safe, clean, and sanitary housing to residents of Bonners Ferry." The proposal will conform to the zoning and ordinances and will provide pathways and diversity in housing options.

Staff: The project proposes a parkland, open space and a walkway connecting to the city pathway system. Conditions of approval and the development agree shall ensure the completion of the development objectives.

BFCC11-5-5 C: The development will be designed, constructed, operated and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such use will not change the essential character of the same area;

Applicant: The proposal meets current zoning for Residential B ordinances and will be harmonious with the comprehensive plan by providing park area for future homeowners, streets, paths, and additional house diversity.

BFCC11-5-5 D: Will not be hazardous or disturbing to existing neighboring uses;

Applicant: The proposed development is consistent with existing neighborhood uses in creating additional living units in an already residential area. The homeowner association will govern land use and maintenance.

BFCC11-5-5 E: Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, drainage structures, refuse disposal, water and sewer and schools, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately any such services;

Applicant: The site would be served by extension of city sewer and use of existing water hook-ups already installed within the property.

Staff: The Idaho Department of Environmental Quality advises that the future sewer and water extensions shall meet the DEQ construction standards and be submitted for review prior to construction. The project shall obtain sewer and water will-serve letters from the City.

BFCC11-5-5 F: Will not create excessive additional requirements at public cost for public facilities and services and will not be detrimental to the economic welfare of the community;

Staff: The developer shall pay for the public infrastructure extensions and fees any related to sewer or water hook-ups. The developer will construct the private and public transportation systems and pathways.

BFCC11-5-5 G: Will not involve uses, activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare or odors, or other factors determined to be nuisances;

Applicant: There will be no nuisances due to traffic, noise, smoke, fumes, glare, or odors proposed. Residential uses only.

BFCC11-5-5 H: Will have vehicular approaches to the property which shall be so designed as not to create an interference with traffic on surrounding public thoroughfares;

Applicant: The proposed transportation system is designed to be accessed from a private roadway maintained by the homeowners. The private roadway connects to a minor street, intersecting

Alderson Lane.

Staff: The draft conditions of approval shall require construction of roadways to minimum City and fire code standards.

BFCC11-5-5 I: Will not result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

Applicant: No major effect on natural, scenic, or historic features are proposed.

Staff: The site is not within a scenic byway. The site contains one developed duplex.

BFCC12-3-4 H 1: Definite provisions have been made for a water supply system that is adequate in terms of quantity and quality for the type of subdivision proposed.

Applicant: The subdivision will be served by existing water hook-ups already installed at the property.

Staff: Installation of public infrastructure shall meet the minimum requirements of the City and State of Idaho.

BFCC12-3-4 H 2: Adequate provisions have been made for a public sewage system and that the existing municipal system can accommodate the proposed sewer flows.

Applicant: The proposed sewage system has been engineered and designed in accord with Idaho DEQ rules and regulations.

Staff: The development agreement shall include requirements to meet minimum state and local standards.

BFCC12-3-4 H 3: Proposed streets are consistent with the transportation plan, the transportation element of the comprehensive plan, and city street department interest.

Applicant: The proposal will be served by a minor city street. All street designs shall meet the City of Bonners Ferry road standards.

Staff: Conditions of approval and development agreement will provide minimum standards for street construction.

BFCC12-3-4 H 4: All areas of the proposed subdivision which involve soil or topographical conditions presenting hazards have been identified and that the proposed uses of these areas are compatible with such conditions.

Applicant: No hazards areas were identified.

Staff: The site is not within a flood hazard zone. A portion of the site is sloped, but is shown as open area/parkland on the master plan.

BFCC12-3-4 H 5: The area proposed for subdivision is zoned for the proposed use and the use conforms to other requirements found in this code.

Applicant: The proposed development is within Residential B district. Lots will meet the minimum size. Living units will be traditional framing and provide "safe, clean, and sanitary housing to residents of Bonners Ferry."

BFCC12-3-4 H 6: Construction plans meet the design and improvements standards of all affected entities.

Staff: The development agreement will address design and improvement obligations and will address the minimum standards required for public and private infrastructure and amenities.

BFCC12-3-4 H 7: Existing city infrastructure is adequate to serve the proposed development.

Applicant: The subdivision will be served by existing water hook-ups that have been installed within the property.

Staff: The developer will be responsible for installation of water and sewer utilities. Idaho DEQ requires the applicant to obtain water and sewer will-serve letters and obtain pre-construction approval for utility improvements.

BFCC12-3-4 H 1: The developer has made adequate plans to ensure that the community will bear no more than its fair share of costs to provide services by paying fees, furnishing land, or providing other mitigation measures for off-site impacts to streets, parks, and other public facilities within

the community. It is the expectation that in most cases, off-site improvements will be dealt with through the agreements.

Staff: No dedication of off-site amenities are proposed. The draft conditions of approval provide that the developer shall improve the public access to the subdivision to minimum city standards. The applicant is proposing to build a private roadway, dedicated to the homeowners. The City draft conditions of approval would require the road to be built to City standards. Sewer and water extensions are to be provided by the developer.

CONDITIONS OF APPROVAL:

1. The final plat shall be in substantial compliance with the approved preliminary plat and shall be prepared and filed in accord with requirements of Chapter 4, Title 12 of Bonners Ferry City Code.
2. The approval of the preliminary plat and special use permit PUD shall be valid for two (2) years from the date of the written decision. An extension not to exceed two (2) years may be granted by the City Council if it finds progress is being made on the development or circumstances beyond the control of the developer have prevented completion of the project. A written request for the extension must be filed with the city clerk prior to the expiration date.
3. Following approval of the development, the landowner shall file with the City:
 - a. A final master plan, to include all elements and modifications to the preliminary plan, as approved by the City Council;
 - b. A final plat prepared in accord with the standards of Title 12;
 - c. A development agreement required by Titles 11 and 12, that contains construction and warranty requirements, the conditions of PUD and subdivision approval, specific authorizations for uses and housing types, project phasing and timetables for completion, developer responsibilities, vesting, conveyance of open space and amenities and long-term maintenance, formation of the homeowner association, and any other details specified by the city to define code-required and negotiated elements of development to ensure public benefits are realized and in compliance with the standards of Chapter 7, Title 12. The development agreement is subject to the review and approval of the City Council and shall not be valid until executed by the landowner and City and recorded.
 - d. Any other documents or details required by the conditions of approval, which shall include at a minimum the following:
 - i. Will-serve letters for sewer and water services from the City;
 - ii. The filing of construction plans for review and approval for utility infrastructure, street plans, stormwater drainage, fire protection provisions, pathways and connections, and open space amenities;
 - iii. Maintenance of private roads and amenities, city sewer maintenance
 - iv. Inspection schedules.
4. The final plat shall:
 - a. Include all public dedications of utility easements or applicable rights-of-way within the owner's certificate and clearly depicted on the plat;
 - b. Include dedication of private roads, easements, and park land to the homeowner association that exists at the time of plat recording;
 - c. Depict pathway connections and ownership;
 - d. Depict required fire turn-around areas;

- e. Indicate rights of ownership and access for the east and west terminuses of the private streets;
 - f. Note approved variations to standards for affected lots as shown on the approved master plan;
 - g. Show official road names for the streets, pursuant to Section 12-6-3 E.
5. No construction shall commence until written approval is given by the city engineer. Final construction plans for subdivision improvements shall be provided by the city engineer and administrator for review and approval, pursuant to Section 12-6-2. Improvements shall be completed prior to final plat approval. The plans shall be in substantial compliance with the approved preliminary plat and shall require the developer to:
- a. Construct streets to the minimum city standards and paved;
 - b. Pave the public street providing access to the site to city standards from Alderson Lane to a point east of its intersection with the private PUD access easement;
 - c. Install water and sewer utilities in accord with the State of Idaho and City standards of Section 12-6-5;
 - d. Install fire hydrants, where required by the fire chief and fire code standards, pursuant to Section 12-6-6;
 - e. Construct fire code turn-arounds, pursuant to Section 12-6-6;
 - f. Install a stormwater drainage system consistent with the requirements of Section 12-6-4;
 - g. Construct a pathway for the PUD private amenity that connects to the public sidewalk system to the west.
6. Any minor changes to the plat involving adjustments to utility locations, minor lot line adjustments, or other changes resulting in non-substantial changes to the plat that do not affect conditions of approval shall require the written approval of the city engineer or administrator. Major adjustments affecting conditions of approval or increases in density shall require approval of the City Council through the public hearing process.
7. Prior to final plat, the applicant shall pay any remaining publication, noticing, or processing costs incurred in the processing of the special use permit or subdivision, pursuant to the Bonners Ferry official fee schedule.

Any affected person aggrieved by a final decision concerning matters identified in section 67-6521(1)(a), Idaho Code may seek judicial review as provided by Idaho Code.

Sincerely,



Rick Alonzo,
Bonners Ferry Mayor

c: *City Contract Planner*
Ken Davis, Project Surveyor
Larry Bighouse, Project Representative

A PRELIMINARY PLAT OF: JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.
For: Graubart-Gorshe Living Trust
Date: August 2023

OWNERS CERTIFICATE

We, Timothy R. Gorshe & Judith A. Graubart-Gorshe, Trustees of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust, do hereby certify that we have caused to be surveyed, subdivided and platted into lots as shown by the plat hereto annexed, the following described tract of land located within the City of Bonners Ferry, Idaho to wit:

DESCRIPTION OF JUDY'S SUBDIVISION

A tract of land in Bonners Ferry, Boundary County Idaho, lying in the SE 1/4 NW 1/4 of Section 34, Twp. 62 N., R. 1 E., B.M., being a portion of lots 6, 7 & 8 of Kinnear's Garden Boundary County Records, containing 2.18 acre more or less, being Parcel 3 per Instrument No. 292049, containing Lots 1 through 5 and Park Land and more particularly described as follows:

Beginning at a 5/8 inch dia. rebar capped PLS 3628 which marks the C 1/4 of said Section 34; thence, N0°46'01"E 361.70 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S71°11'10"W 40.88 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 163.98 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°46'01"W 57.00 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, N89°13'59"W 105.42 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S0°40'59"W 129.24 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S25°59'35"E 183.12 feet to a 5/8 inch dia. rebar capped K.E.D. 3980S; thence, S89°40'40"E 225.29 feet to the point of beginning.

The aforescribed Judy's Subdivision contains Lots 1 through 5 and Park Land with their respective acreages for a total acreage of 2.18 acre more or less and is subject to and together with all appurtenant easements of record.
The private road easement and park land shown hereon are dedicated to Judy's Subdivision Home Owner's Association. A 10 feet access easement to waterline to the City of Bonner's Ferry as shown hereon.

Dated this _____ day of _____, 2023.

Timothy R. Gorshe - Trustee of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust

Judith A. Graubart-Gorshe - Trustee of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust

STATE OF IDAHO
County of Boundary

This record was acknowledged before me on this _____ day of _____, 2023 by Timothy R. Gorshe & Judith A. Graubart-Gorshe, as Trustees of the Timothy R. Gorshe & Judith A. Graubart-Gorshe Living Trust.

Notary Public My Commission Expires _____

PANHANDLE HEALTH DISTRICT

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Bonners Ferry and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Water and sewer lines have been completed and services certified as available. Sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Date: _____ Health Department Signature: _____

CITY OF BONNERS FERRY APPROVAL CERTIFICATION

I, _____, Mayor in and for the City of Bonners Ferry, Boundary County, Idaho, do hereby certify that at a regular meeting of the city council held on _____ day of _____, 2023, "Judy's Subdivision" was reviewed and approved.

Mayor
City Clerk

COUNTY SURVEYOR CERTIFICATE
STATE OF IDAHO
County of Boundary

I hereby certify that I have examined the plat of "Judy's Subdivision" and have determined that it complies with applicable State of Idaho statutes and Bonners Ferry City Code regarding plats and subdivision regulations.

Dated this _____ day of _____, 2023.

Boundary County Surveyor

WATER, SEWER, GAS, ELECTRICITY, TELEPHONE AND CABLE SERVICES

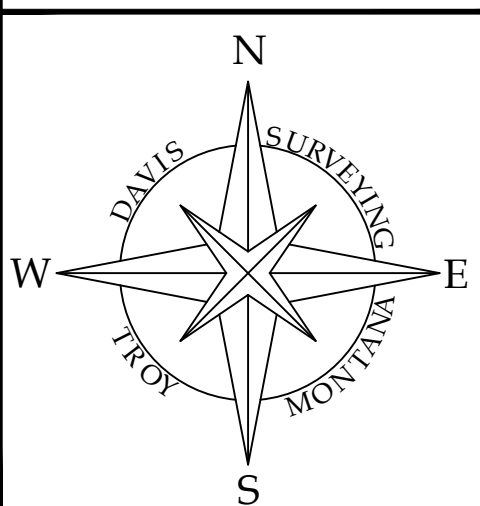
All lots within Judy's Subdivision are within the service areas provided by the City of Bonners Ferry Water and Sewer Department. Maintenance and installation of water and sewer connections shall be the responsibility of the lot owners and shall meet DEQ requirements and Idaho Standards for Public Works Construction.

Gas, Electricity, Telephone and Cable services exist to the lot, and will be installed per contractor recommendations.

CITY ENGINEER

This Plat has been examined and approved this _____ day of _____, 2023.

Engineer, City of Bonners Ferry



DAVIS SURVEYING INC.

TROY, MONTANA	
DATE: 6/16/22	REV: 9/11/23
DRAWN BY: CJR	
Land Projects 2021	
FILE: t320134bplat.dwg	

CERTIFICATE OF SURVEYOR
STATE OF IDAHO
County of Boundary

I, Kenneth E. Davis, Idaho Land Surveyor No. 3980, do hereby certify that the plat heron is a true and correct representation of a survey made by me or under my direct supervision in conformance with the laws of the State of Idaho (Idaho Code 31-2709 and Idaho Code 55-1905 through 1906) and accepted methods and procedures of surveying.

Dated this _____ day of _____, 2023.

Kenneth E. Davis Registered Land Surveyor No. 3980S

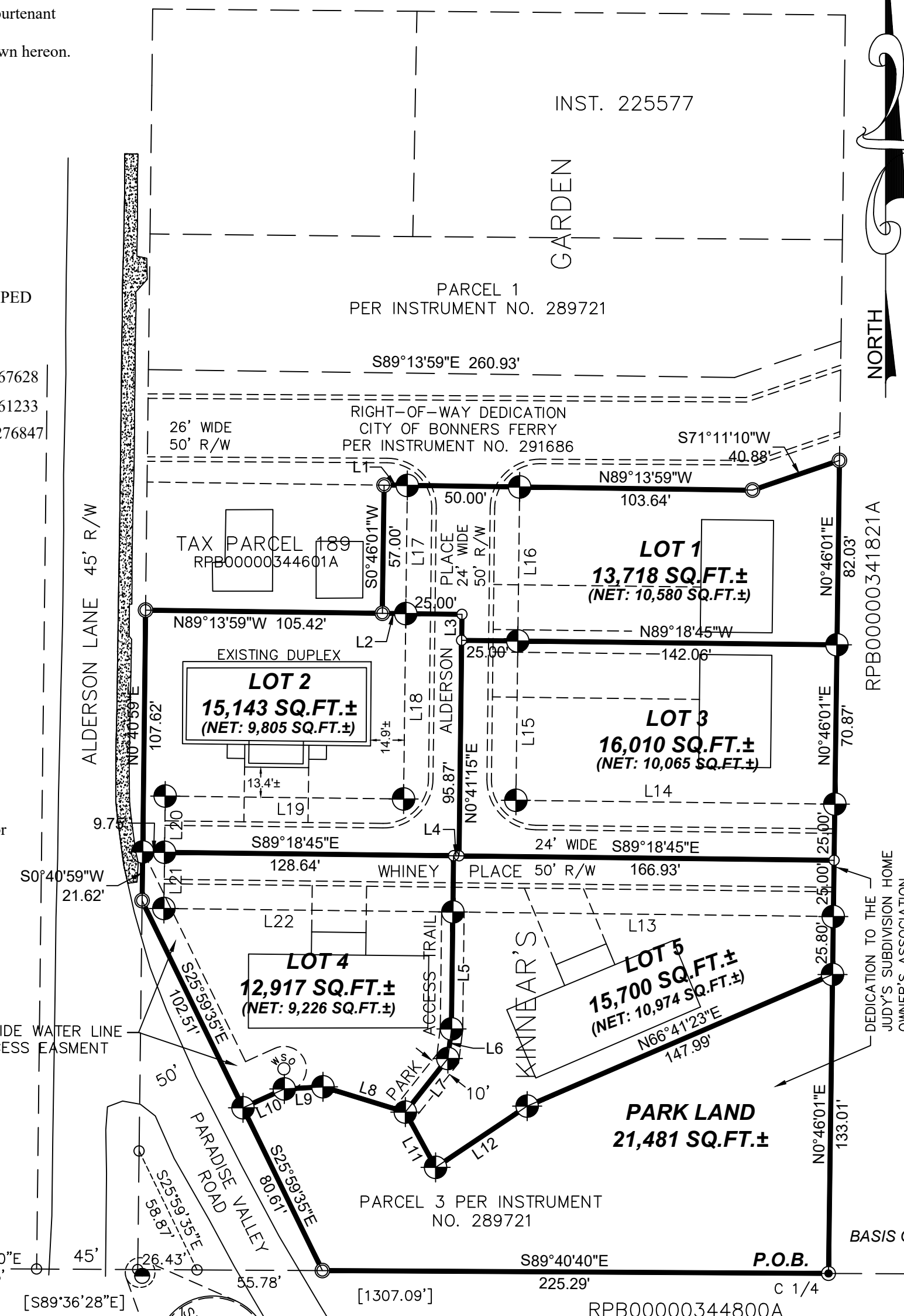
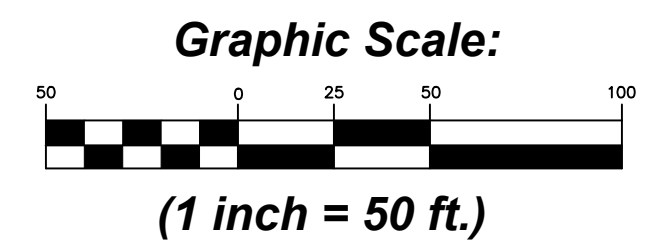
BOUNDARY COUNTY TREASURER'S CERTIFICATE

I hereby certify that the required taxes on the above-described property have been fully paid to and including the year 20____. Dated this _____ day of _____, 2023.

Boundary County Treasurer

LEGEND

- ⊕ SET A 5/8 INCH DIA. REBAR WITH A 1/4 INCH DIA. PLASTIC CAP STAMPED K.E.D. 3980-S
- FOUND CONCRETE MONUMENT W/ LEAD TABLET AS NOTED
- FOUND 3/8 INCH DIA. BARE REBAR
- ⊙ FOUND 5/8 INCH DIA. REBAR CAPPED J.R.S. 3628
- COMPUTED POINT
- < > RECORD PER INSTRUMENT NO. 167628
- () RECORD PER INSTRUMENT NO. 261233
- { } RECORD PER WARRANTY DEED 276847
- ⊕ FOUND CONCRETE MONUMENT W/ LEAD TABLET AS NOTED
- ⊕ FOUND 3/4 INCH DIA. BRASS CAP STAMPED RLS 820 - IN CASING BELOW SURFACE OF ROAD
- ▨ EXISTING SIDEWALK



PROPOSED LOT SIZES

#	sq.ft.
Lot 1	13,718
Lot 2	15,143
Lot 3	16,010
Lot 4	12,917
Lot 5	15,700
average	14,698

Parcel Line Table

Line #	Length	Direction
L1	10.34	N89° 13' 59"W
L2	10.42	S89° 13' 59"E
L3	11.56	N0° 41' 15"E
L4	2.44	S89° 18' 45"E
L5	52.04	N0° 41' 15"E
L6	13.28	S7° 04' 52"W
L7	30.41	S38° 23' 50"W
L8	38.37	N72° 55' 08"W
L9	17.24	S86° 42' 19"W
L10	20.17	S65° 35' 42"W
L11	28.02	N28° 38' 54"W
L12	49.05	S56° 15' 12"W
L13	169.34	S89° 18' 45"E
L14	141.97	S89° 18' 45"E
L15	70.87	S0° 41' 15"W
L16	68.52	S0° 41' 15"W
L17	57.00	S0° 41' 15"W
L18	82.46	S0° 41' 15"W
L19	106.08	S89° 18' 45"E
L20	25.00	N0° 41' 15"E
L21	25.00	N0° 41' 15"E
L22	128.64	S89° 18' 45"E

BOUNDARY COUNTY, IDAHO
COUNTY RECORDER
Filed at the request of Davis Surveying Inc. on this _____ day of _____, 2023 at O'clock ____m. and duly recorded in Book _____ of Plats, Page _____ as Instrument No.
County Clerk and Recorder Deputy Recorder

EXHIBIT "D"
CONSTRUCTION IMPROVEMENT AGREEMENT

THE CITY OF BONNERS FERRY (hereinafter the "City"), 7232 Main Street, Bonners Ferry Idaho, and the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto, (hereinafter the "Developer"), enter into this Agreement effective the ___ day of _____ 2024, respecting the development of Judy's Subdivision Aldairy Estates, the Project, affecting the public rights of way or other public systems, equipment or property within the city of Bonners Ferry. This Agreement provides for construction of subdivision improvements intended for maintenance by the city of Bonners Ferry or for sale after development in accordance with the subdivision ordinance of the city of Bonners Ferry.

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We, Timothy R. Gorshe and Judith A. Graubart-Gorshe, as trustees, execute this Agreement on the behalf of and with full authority as the Developer with full responsibility for the proper development of the Project in accordance with provisions of the law and the specific terms and conditions made applicable to the Project in the course of Project review by the city of Bonners Ferry, as applicable. It is understood that the person(s) who executes this Agreement on behalf of the Developer does so in the capacity of Owner, and that they represent that they have full legal authority to do so. The parties to this Agreement shall accept notices at the following respective addresses and telephone numbers:

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DEVELOPER

Graubart-Gorshe Trust
PO Box 242
Moyie Springs, Idaho 83845

CITY

City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83840

WHEREAS, no construction of public improvements shall be allowed until plans are approved by the ~~City Council~~ and City Engineer, as appropriate, until after this Construction Improvement Agreement has been approved by City Council or Mayor, as appropriate, and until this Agreement has been signed, and necessary proof of insurance or surety has been provided; and

WHEREAS, Bonners Ferry City Code, requires certain common improvements to be provided by the owner prior to occupancy of structures built within a development project or acceptance of public improvements for maintenance; and

WHEREAS, subdivision lots must be provided with survey monuments, street surfacing, drainage systems, driveways, bike/pedestrian facilities, street name signs, street lighting, public water supply, fire hydrants and sanitary sewer system, among others; and

WHEREAS, no building permit may be issued for construction or repair of a dwelling unit in a subdivision for which a plat has not been approved and recorded; and no Certificates of Occupancy will be issued until all improvements necessary for public health and safety are constructed and substantially complete; and

WHEREAS, the Owner is deemed to have satisfied the requirements for the plat to be recorded when all improvements required have been constructed pursuant to an approved Construction Improvement Agreement, or a bond furnished in an amount equaling 150% of the cost of constructing such improvements pursuant to an approved Construction Improvement Agreement, and the requirements of Bonners Ferry City Code.

The Developer seeks the City's agreement to enter into a Contract to construct and install the improvements listed in **Attachment A** in accordance with all terms, covenants and conditions of this Agreement and the Developer's ~~approved~~ construction plans and specifications once approved, which are incorporated herein by reference. Any unique terms or conditions of improvement status, including any accelerated or delayed improvement obligations shall be set forth in the Attachments.

The estimated total costs of the improvements to be owned, operated and maintained by the city of Bonners Ferry: utilities to be owned, operated and maintained by a utility other than the city of Bonners Ferry; and other improvements for which surety is required as submitted by the Developer and approved by the City Engineer are depicted on Attachment B for purposes of calculation of surety requirements, which accord with the requirements of ordinances of the city of Bonners Ferry.

ARTICLE I

GENERAL PROVISIONS

1.01 APPLICATION OF ARTICLE

Unless this Agreement expressly provides otherwise, all provisions of this Article apply to every part of this Agreement.

1.02 PERMITS, LAWS, AND FEES

The Developer shall acquire and maintain in good standing all permits, licenses, platting approvals and other requirements necessary to its performance under this Agreement. All actions taken by the Developer under this Agreement shall comply with all applicable statutes, ordinances, rules, and regulations. The Developer shall pay all fees pertaining to its performance under this Agreement in accordance with this Agreement or with laws applicable to actions contemplated. Applicable fees shall be required by Bonners Ferry Code and resolutions adopted by the City Council implementing Code requirements.

1.03 RELATIONSHIP OF PARTIES

Neither entering into this Agreement, nor doing any act hereunder, may deem the Developer, or any contractor or subcontractor of the Developer, an agent, employee, or partner of the City, nor otherwise associated with the City other than, in the case of Developer, as an independent contractor. The Developer and its contractors and subcontractors shall not represent themselves to be agents, employees or partners of the

City, or otherwise associated with the City other than, in the case of the Developer, as an independent contractor. The Developer shall notify all its contractors and subcontractors of the provision of this section.

1.04 ENGINEER'S RELATION TO THE CITY

Notwithstanding any other agreement, an engineer retained by the Developer to perform work under this Agreement shall not be deemed an agent, employee, partner, or contractor of the City, or otherwise associated with the City. The parties agree that the engineer retained by the Developer to supervise the construction and inspection of the Project is doing so for the benefit of the Developer and City. Engineer's duties include fair, honest, and competent inspection of the work undertaken pursuant to this Agreement in accordance with standards of practice in the engineering profession.

1.05 DEVELOPER'S RESPONSIBILITY

The Developer shall be ultimately responsible for the faithful performance of all terms, covenants and conditions of this Agreement, notwithstanding the Developer's delegation to another of the actual performance of any term, covenant or conditions hereof.

1.06 EFFECT OF STANDARD SPECIFICATIONS

The Design Standards of the City of Bonners Ferry, Idaho Standards for Public Works Construction, Boundary County Road Standards Manual and any standards required by Federal or State regulatory agencies are incorporated by reference herein as minimum construction standards for performance under this Agreement, except where this Agreement specifically provides otherwise.

ARTICLE II

IMPROVEMENT CONSTRUCTION STANDARDS AND PROCEDURES

2.01 PREREQUISITES TO CONSTRUCTION

The Developer shall not obtain permits for the construction of improvements or commence the construction of improvements until this Agreement has been completed and signed by the Developer and the City and all applicable fees have been paid to date, as required by City ordinance or resolution.

2.02 ENGINEER

A. The Developer shall retain an Engineer of Record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data.

- B. The Developer shall inform the City of the name and mailing address of the Engineer of Record it has retained to perform the duties described in Subsection A of this section.

2.03 PLANS AND SPECIFICATIONS

- A. The Developer shall submit to the City, in such form as the City may specify all plans and specifications pertaining to the construction of the improvements.
- B. If the City requires soil tests, traffic studies or other tests and studies pertaining to the design of improvements, the Developer shall submit reports of the test results with the plans and specifications.
- C. The City Engineer may approve the plans and specifications as ~~submitted,~~ ~~or submitted or~~ indicate to the Developer deficiencies to be corrected to secure approval, within a reasonable time from the submission of all plans and specifications for the improvements. The City's approval of the plans and specifications is for general conformance with City Standards. Ultimate design and function remains the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found prior to final acceptance as provided in Section 3.01 of this Agreement.
- D. After recommendation of the construction improvement plans by the City Engineer ~~and prior to approval by City,~~ the Developer shall pay any and all fees expended by the City up to date. Once plans have been approved and fees have been paid in full, commencement of construction can occur.

Commented [MK1]: Clare, would this be a good place to mention bonding/surety/platting, or other requirements before construction?

2.04 QUALITY CONTROL PROGRAM

- A. The Developer shall submit to the City for approval by the City, in such form as the City may specify, a quality control program for the construction of the improvements.
- B. The quality control program shall provide sufficient inspection and test procedures to determine compliance with all applicable plans, specifications, and safety requirements. The program shall include the following:
 - 1. The frequency and type of all tests and inspections to be performed.
 - 2. A list of all persons who will perform tests and inspections.
 - 3. Procedures for coordinating testing and inspections with the City and for providing advance notice to the City of all inspections and tests, which the City shall witness.

4. Procedures for reporting quality control activities, including discoveries of deficiencies in the work.
5. A procedure to collect, certify and submit to the City all inspection records, test reports and construction quality control documentation upon completion of the construction prior to final acceptance.

2.05 WORK SCHEDULE

- A. The Developer shall submit to the City, in such form as the City may specify, a work schedule, prior to initiation of construction.
- B. The work schedule shall include a progress chart of a suitable scale, indicating the approximate percentage of work scheduled for completion at any given time. The schedule shall indicate starting and completion dates for each improvement, including City and private utility improvements.

2.06 MATERIALS

- A. The Developer shall submit, in such form as the City may specify, detailed information concerning all materials and equipment it proposes to incorporate into an improvement. All materials shall comply with the standards adopted by the city of Bonners Ferry.
- B. Upon the City's request, the Developer shall submit samples of materials or equipment it proposes to incorporate into an improvement.
- C. The City may approve the materials and equipment, or indicate to the Developer unacceptable material and equipment within a reasonable time after submittal. The City's approval of material and equipment is for general conformance with City standards, alternate design and function remain the responsibility of the Developer. It shall be the responsibility of the Developer to correct errors and omissions found subsequent to City approval. Substitutions may be considered subject to review and approval of the City Engineer.

2.07 GENERAL STANDARDS OF WORKMANSHIP

- A. The Developer shall construct all improvements in accordance with plans and specifications approved by the City Engineer, and with the terms, covenants, and conditions of this Agreement. The Developer shall not incorporate any material or equipment into an improvement unless the City Engineer has approved its use. Unless the City Engineer specifically agrees otherwise in writing, all materials, supplies, and equipment incorporated into an improvement shall be new.
- B. If, in the course of construction, conditions appear, which, in the exercise of reasonable engineering judgment, require a modification of, or substitution for,

approved materials, equipment, plans, specifications or contracts to meet an acceptable standard of performance, the Developer shall make the modification or substitution. The City shall reasonably approve all such substitution.

- C. The Developer shall construct all facilities in the subdivision not otherwise subject to this Agreement in accordance with applicable statutes, ordinances and specifications.
- D. In all areas within the subdivision where the Developer adds fill materials or otherwise replaces existing soils that have been excavated for borrow materials with fill, said fill areas shall be compacted to meet 95% of standard proctor. The Developer shall provide to the City a copy of the compaction tests, and all such fill areas shall be shown on the final record drawings. Fill materials shall be free of cinders, ashes, refuse, organic and frozen materials, asbestos, or other unsuitable materials.

2.08 WORK IN RIGHTS-OF-WAY

The Developer shall comply with all ordinances and secure all necessary permits and authorizations pertaining to work in public rights-of-way and provide the required surety and insurance associated with such permit. The Developer shall coordinate and supervise the installation and construction of all utility improvements, including those not otherwise covered by this Agreement, in a manner that will prevent delays in City construction or other damage to the City and that will permit the City to properly schedule work that it will perform.

Public Street Closures. When working within the public right-of-way the Developer shall keep at least one travel lane open at all times and provide the appropriate traffic control, at no cost to the City, to allow for vehicle travel in a safe manner through the construction area. Street closures will only be allowed with prior approval by the City Engineer and only upon a showing by the Developer that the construction cannot be accomplished without a street closure. Approval for a street closure shall be for a limited duration set by the City Engineer, which shall be strictly adhered to by the Developer. At all times during construction of the subdivision improvements are commenced, the Developer shall be responsible to provide dust control on the property and right-of-way under construction and to keep the construction site free of garbage and debris.

2.09 SURVEYOR

A person licensed as a professional land surveyor under the laws of the State of Idaho shall make all land surveys required for the completion of improvements under this Agreement.

2.10 PROJECT INSPECTIONS AND TESTING

- A. The City may monitor the progress of the work and the Developer's compliance with this Agreement and perform any inspection or test, which it deems necessary to determine whether the work conforms to this Agreement. Such inspections or tests do not relieve the Developer from required performing tests and inspections.
- B. If the Developer fails to notify the City of inspections, tests and construction progress as required, the City may require, at the Developer's expense, retesting, exposure of previous stages of construction, or any other steps which the City deems necessary to determine whether the work conforms to this Agreement.
- C. Any monitoring, tests or inspections that the City orders or performs pursuant to this section are solely for the benefit of the City. The City does not undertake to test or inspect the work for the benefit of the Developer or any other person.

2.11 STOP WORK ORDERS

A. If the City determines there is a substantial likelihood, based upon reasonable and substantial information, that the Developer will fail to comply, or if the Developer does fail to comply with this Agreement or the Developer and/or his contractors fail to comply with provisions of occupational health and safety standards promulgated by the State and Federal agencies or his actions present a threat to the public health and safety, the City may stop all further construction of improvements by posting a stop work order at the site of the nonconforming construction and notifying the Developer and its engineer of the order.

~~A.B.~~ The Developer is to utilize Best Management Practices (BMP's) during construction to ensure that mud, dirt, building site stormwater, and construction debris does not enter the City's Rights-Of-Way, adjacent private property, or any stormwater system. Failure to mitigate the issues above may also result in a stop work order.

~~B.C.~~ A stop work order shall remain in effect until the City approves:

1. Arrangements made by the Developer to remedy the nonconformity; and
2. Assurances by the Developer that future nonconformity's will not occur.

~~C.D.~~ The issuance of a stop work order under this section is solely for the benefit of the City. The City does not undertake to supervise the work for the benefit of the Developer or any other person. No suspension of work under this section shall be grounds for any action or claim against the City or for an extension of time to perform the work.

~~D.E.~~ The Developer shall include in all contracts for work to be performed, or materials to be used under this Agreement, the following provision:

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The City of Bonners Ferry, pursuant to a Construction Improvement Agreement on file with the City Clerk and incorporated by reference herein, has the authority to inspect all work or materials under this contract and to stop work in the event that the work performed under this Agreement fails to comply with any provision of the Construction Improvement Agreement. In the event that the City issues a stop work order, the contractor shall immediately cease all work and await further instructions from the Developer and City.

2.12 ACCESS

The City shall have access to all parts of the subdivision necessary or convenient for monitoring the Developer's performance, inspecting, surveying, testing or performing any other work.

ARTICLE III

FINAL ACCEPTANCE OF IMPROVEMENTS

3.01 PREREQUISITES TO ACCEPTANCE

The City shall not accept the improvements until all the requirements of this agreement have been met.

3.02 SURVEY MONUMENTS AND AS-BUILT DRAWINGS

- A. Upon completing the improvements, the Developer shall replace lost lot corners and survey monuments per Idaho Code.
- B. No later than sixty (30) days after the final inspection and prior to final acceptance and certification under Section 3.03F, the Developer shall provide the City with one (1) acceptable set of reproducible "as-built" drawings for each improvement, three (3) paper copies of as-built drawings for each improvement and one (1) electronic CAD copy of the aforementioned as-built drawings. The electronic CAD copy will be accepted on a CD, DVD, or electronic submittal in compliance with City Standards. The as-built drawings shall be certified by a professional engineer registered under the laws of the State of Idaho to represent accurately the improvements as actually constructed.

3.03 INSPECTION

- A. Upon receiving notice that the Developer has completed the improvements, the City shall schedule inspections of the improvements. The City may inspect all improvements and any other work in dedicated easements or rights-of-way.
- B. A privately owned utility may inspect any phase of work on an improvement of which it is to assume control.
- C. The City or appropriate privately owned utility shall inform the Developer in writing of any deficiencies in the work found in the course of the inspection.
- D. The Developer shall, at its own expense, correct all deficiencies found by inspections under Subsection A or B of this section. Upon receiving notice that the deficiencies have been corrected, the City, or appropriate privately owned utility shall re-inspect the improvements.
- E. The City or appropriate privately owned utility may continue to re-inspect an improvement until the Developer has corrected all deficiencies in the improvement.
- F. After final inspection has revealed that all improvements and other work in dedicated easements and rights-of-way meet City standards and the Developer has furnished the as-built drawings required in Section 3.02B, and project certification required by Section 3.03, and upon written request by the Developer, the City Engineer shall submit to the Bonners Ferry City Council a recommendation for final acceptance of the improvements.

EXECUTED BY THE PARTIES ON THE DATES ACKNOWLEDGED ON THE FOLLOWING PAGES:

LANDOWNER: Timothy R. Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

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Signed By:

Landowner Name

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that he executed the same on behalf of said trust.

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

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

LANDOWNER: Judith A. Graubart-Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

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Signed By:

Landowner Name

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that she executed the same on behalf of said trust.

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

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

CITY OF BONNERS FERRY, IDAHO	
Signed By:	
Mayor Rick Atonze Adam Arthur, City Council P Bonners Ferry Mayor resident r	Date
Acknowledgment:	
STATE OF _____)	
COUNTY OF _____)	SS.
<p>On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared Mayor Rick Atonze Adam Arthur, known or identified to me to be the person who executed the within instrument as Mayor of the City of Bonners Ferry, Idaho and acknowledged to me that he executed the same on freely and voluntarily in such capacity and on behalf said City as its authorized official.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written</p> <p>_____</p> <p>Notary Public for [state]</p> <p>Residing at: _____</p> <p>My commission expires: _____</p> <p style="text-align: center;">(Seal)</p>	

ATTACHMENT "A"
DESCRIPTION OF IMPROVEMENTS
TO BE CONSTRUCTED AND INSTALLED BY
DEVELOPER

- Street surfacing or infill paving
- Monumentation
- Electric
- Street lighting
- Gas
- Bike and Pedestrian Facilities
- Telephone
- Drainage
- Street signs
- Water
- Landscaping (Swales/Trees etc.)
- Sanitary Sewer
- Improvements to be shown on construction plans attached as Appendix C to this Agreement
- Other: Parkland Development
- Other: Parking
- Other: Other improvements required by the Decision letter of December 20, 2023 (Exhibit "C")

SPECIFIC IMPROVEMENTS DESCRIPTION

All improvements to be constructed in accordance with this agreement and the approved plans and specifications. Below is a description of the improvements and the responsibilities of the City and the Developer:

WATER:

- City to provide will-serve letter for water main to Panhandle Health District.
- 8" diameter main that is to be intertied into existing 12" main on the west side of Alderson Street, extending approximately 300 feet to the east.
- Engineering design by developer's engineer.
- City Engineer to provide QLPE review of water main design documents and submission to Idaho Department of Environmental Quality (IDEQ) for construction.
- Main extension to be installed by developer utilizing an Idaho Public Works contractor.
- All parts associated with the new water main to be provided by the City.
- The City will provide a credit of \$5,000 for the asphalt patch in Alderson Street required for water main crossing and new street approach.
- All service lines, meters, and all other items of cost

SEWER:

- City to provide will-serve letter for sewer main to Panhandle Health District.
- Developer to provide 8" diameter main that is to be intertied into the existing manhole in Tim's Subdivision, extending approximately 210 feet to the south to a new manhole.
- City Engineer to provide QLPE review of sewer main design documents and submission to Idaho Department of Environmental Quality (IDEQ) for construction.
- Main extension to be installed by developer through an Idaho Public Works contractor.

STREETS

- All new streets within Judy's Aldairy Estates and Tim's Subdivisions will include two layers of hard surface chipseal, on top of base material agreed upon by the City and the Developer and shown in the plans.
- The chipseal width is to be 24 feet wide for all roads.
- The City has provided a detail for the approach of the new street onto Alderson Street to be used as a guide. Developer to provide and install all features of the approach and sidewalk.

ELECTRIC

- The current plan for electrical service to each unit will require an easement recorded on the plat that allows the City to install and maintain service to the metering point to

each meter. Developer to coordinate this work with the City Electric Department.

STORMWATER

- The stormwater plan appears to meet the needs of the development. However, an existing culvert from the stormwater basin crosses Alderson Street to an area that may see significant erosion from the outlet. ~~The City would like to work with the developer to find a workable solution to this issue~~ Developer to provide treatment/mitigation plans for this stormwater to the satisfaction of the City Engineer.
- The new street that connects to Alderson from the east will create some stormwater that needs to be dealt with. The developer has indicated that about 50% of the water from the new street will be diverted to the south and enter the proposed storm basin. However, it is anticipated that some amount of stormwater will enter Alderson. Developer to provide stormwater plan ~~A standard of care to use in this case is to make sure to ensure that no more water enters Alderson Street than entered before development. Please work with your engineer to achieve this goal.~~

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EXISTING APPROACHES

- Developer to remove two existing approaches from Lot 2 onto Alderson that the City and Developer agreed will need to be removed to route all traffic to the north and then west onto Alderson from the new street from Tim's Subdivision. Removed approaches to be replaced to match existing sidewalk.

PEDESTRIAN ACCESS AND SIDEWALKS

- Developer to provide new sidewalk on the south side of new street to be approximately 300 feet in length, extending from Alderson to the eastern extent of the new street.
- Six-foot wide sidewalk with integral curb, with chipseal up to the curb
- New sidewalk to be integrally connected to the sidewalk at Alderson Street.

ATTACHMENT "B"
COST ESTIMATES
FOR
~~JUDY'S SUBDIVISION~~ ALDAIRY ESTATES

The estimated total cost of the improvements submitted by the Developer's engineer and approved by the City Engineer are as follows:

[insert scan of estimates]

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ATTACHMENT “DC” [~~SHOULD THIS BE C??~~]
TO THE CONSTRUCTION IMPROVEMENT AGREEMENT
BETWEEN THE CITY OF BONNERS FERRY AND
GRAUBART-GORSHE TRUST
FOR
~~JUDY’S SUBDIVISION~~ALDAIRY ESTATES
CONSTRUCTION DRAWINGS

Plans Titled:

Dated:

By:

Sheets 1 through _____

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GENERAL CONSTRUCTION PLANS:

JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023

FILE S03-23

CONTENTS

- PAGE 1 - COVER SHEET & VICINITY MAP
- PAGE 2 - ROAD & DRIVEWAY PLAN - PLAN VIEW
- PAGE 3-6 ROAD & DRIVEWAY PLAN - CROSS SECTIONS (INCLUDES SITE GRADING PLAN)
- PAGE 7 - ROAD & DRIVEWAY PLAN - TYPICALS
- PAGE 8 - WATER SUPPLY PLAN
- PAGE 9 - UTILITY PLAN
- PAGE 10 - DRAINAGE PLAN
- PAGE 11-13 - STORMWATER CALCULATION & RAINFALL INTENSITY SOURCES

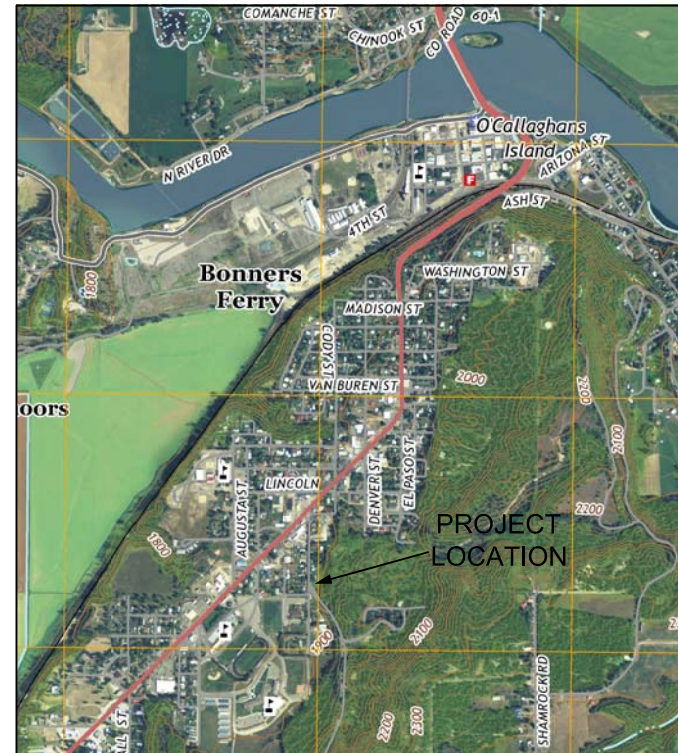
NOTES:

SEWER DESIGN AND CONSTRUCTION PLANS PROVIDED BY EVENSEN ENGINEERING & CONSULTING, INC. SEE DESIGN FOR SEWER DETAILS.

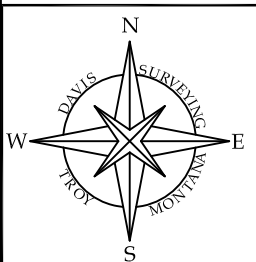
CONTRACTOR SHALL INSTALL ALL WATER SERVICE LINES PURSUANT TO IDAHO PUBLIC WORKS STANDARDS (SD-401 CONNECTION DETAILS ,SD-404 HYDRANTS IF REQUIRED, SD-407 CLEARANCES & SEPARATION OF LINES) AND SHALL MAINTAIN EROSION CONTROL, UTILITY PRESERVATION, AND ALL OTHER CONTRACTOR REQUIREMENTS AS NOTED IN THE SEWER PLANS AND SPECIFICATIONS.

ALL ROADS WITHIN THE PROPOSED SUBDIVISION WILL BE "LOCAL LOW VOLUME" ROADWAYS, SHALL MEET CITY OF BONNERS FERRY ROAD AND DRIVEWAY STANDARDS AND SHALL BE MAINTAINED BY THE H.O.A.

VICINITY MAP
SCALE: 1" = 4000'



PAGE 1 OF 13



DAVIS SURVEYING INC.	
TROY, MONTANA survey@montanasky.net - 406.295.5441	
DATE: 12/16/21	REV:
DRAWN BY: CTR	
Land Projects 2021 t620134lb2021.dwg	

ROAD & DRIVEWAY PLAN:

PLAN VIEW
JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023



NOTES:

-CONTOUR INTERVAL = 1' MINOR
5' MAJOR

-ELEVATIONS BASED ON LOCAL
GRID

-EXISTING CONTOURS BASED ON
SPRING 2022 SURVEY AND

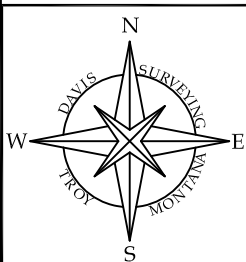
-ADDITIONAL EARTHEN
MATERIAL HAS BEEN REMOVED
AND GRADED ALONG EAST
BOUNDARY OF LOTS 1 & 3

-WALKING PATH TO BE
INSTALLED WITHIN
RIGHT-OF-WAY FOR ACCESS TO
CITY SIDEWALKS

NO STEET
ACCESS TO
ALDERSON LANE

WALKING PATH
TO CONNECT TO
CITY SIDEWALK

PAGE 2 OF 13
SCALE: 1" = 50'



DAVIS SURVEYING INC.

TROY, MONTANA survey@montanasurvey.net 406.295.5441

DATE: 12/16/21

REV:

DRAWN BY: CTR

Land Projects 2021
t620134lb2021.dwg

ALDERSON LANE
EXISTING 45' RW

RIGHT-OF-WAY DEDICATION
CITY OF BONNER'S FERRY

TAX PARCEL 189
RPI 0000344601A

LOT 2

EXISTING
DUPLEX

EXISTING
DRIVEWAY

LOT 4

PROPOSED
DUPLEX
80'X32'

PARK
ACCESS TRAIL

PROPOSED STREET - LOCAL LOW VOLUME

PROPOSED STREET - LOCAL LOW VOLUME

LOT 5

PROPOSED
DUPLEX
80'X32'

PARK LAND
(GREEN ZONE NO
DEVELOPMENT WITHIN
GREEN ZONE)

LOT 1

DRIVEWAY

PROPOSED
DUPLEX
50'X32'

DRIVEWAY

LOT 3

PROPOSED
DUPLEX
50'X32'

SECTION 9

SECTION 8

SECTION 7

SECTION 6

SECTION 5

SECTION 4

SECTION 3

SECTION 2

SECTION 1

5' WALKING PATH WITHIN RW

5' WALKING PATH WITHIN RW

50' RW

50' RW

10'

45'

1930.00

1935.00

1915.00

1910.00

1920.00

1930.00

1935.00

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ROAD & DRIVEWAY PLAN:

CROSS SECTION PROFILES

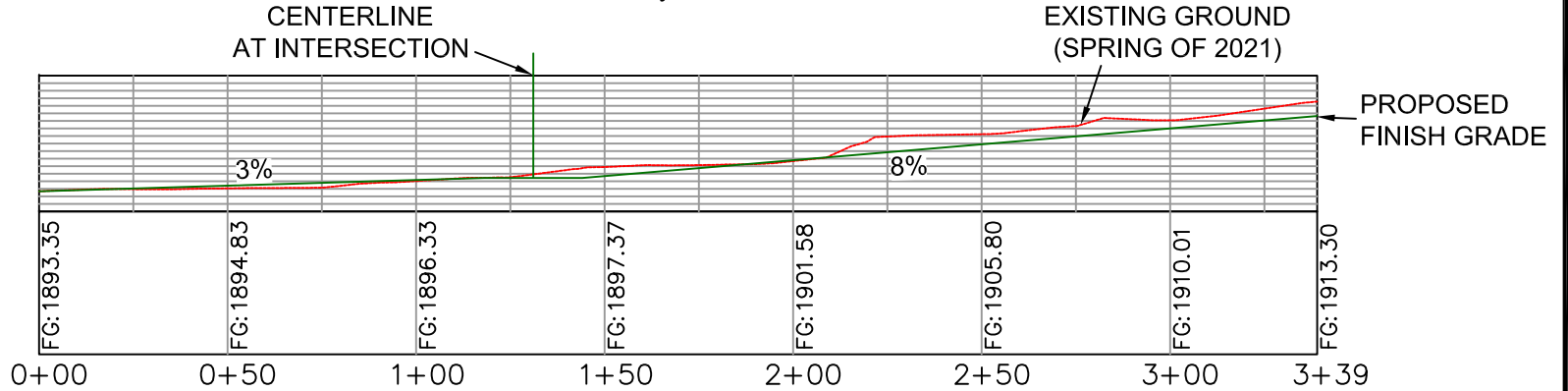
JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

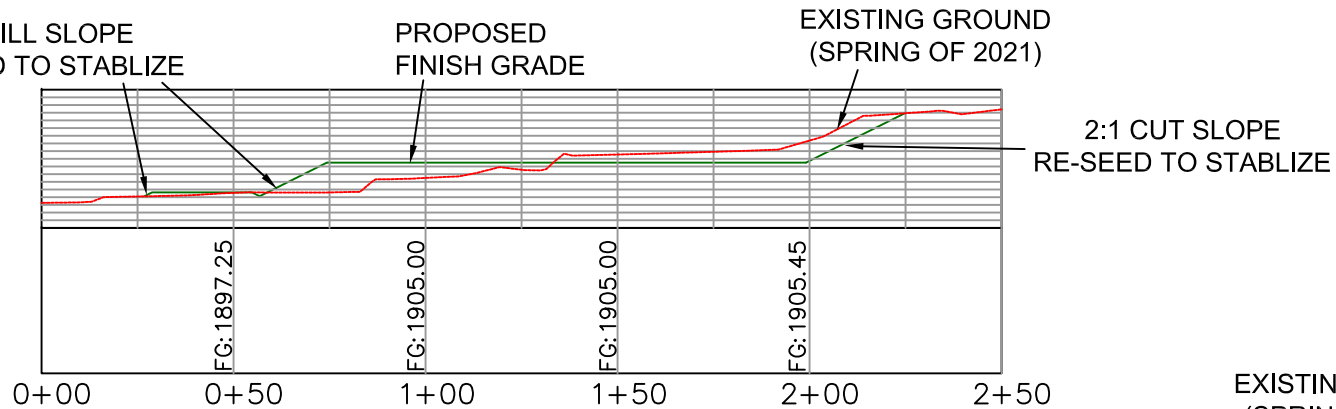
For: Graubart-Gorshe Living Trust

Date: January 2023

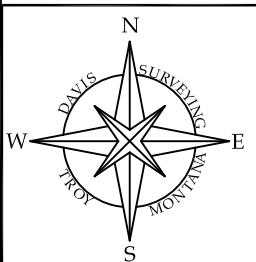
CENTERLINE OF LOCAL
LOW VOLUME ROAD
SECTION 1
DATUM ELEV:
1888.00
2' ELEV: INCREMENTS



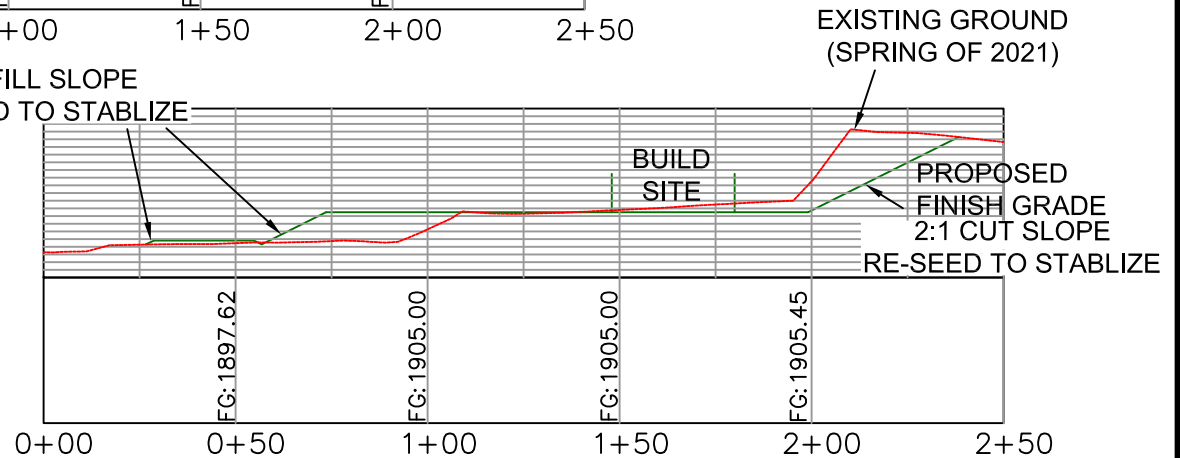
SECTION 2
DATUM ELEV:
1888.00
2' ELEV: INCREMENTS



PAGE 3 OF 13
SCALE: 1" = 50'



SECTION 3
DATUM ELEV:
1888.00



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TROY, MONTANA survey@montanasurvey.net - 406.295.5441	
DATE: 12/16/21	REV:
DRAWN BY: CJR	
Land Projects 2021 t620134b2021.dwg	

ROAD & DRIVEWAY PLAN:

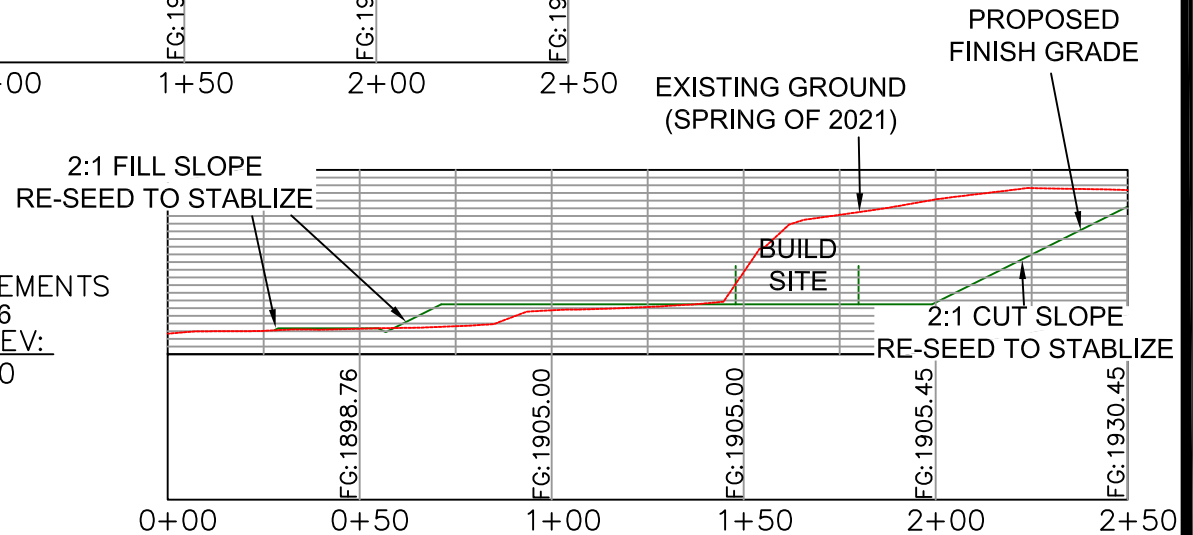
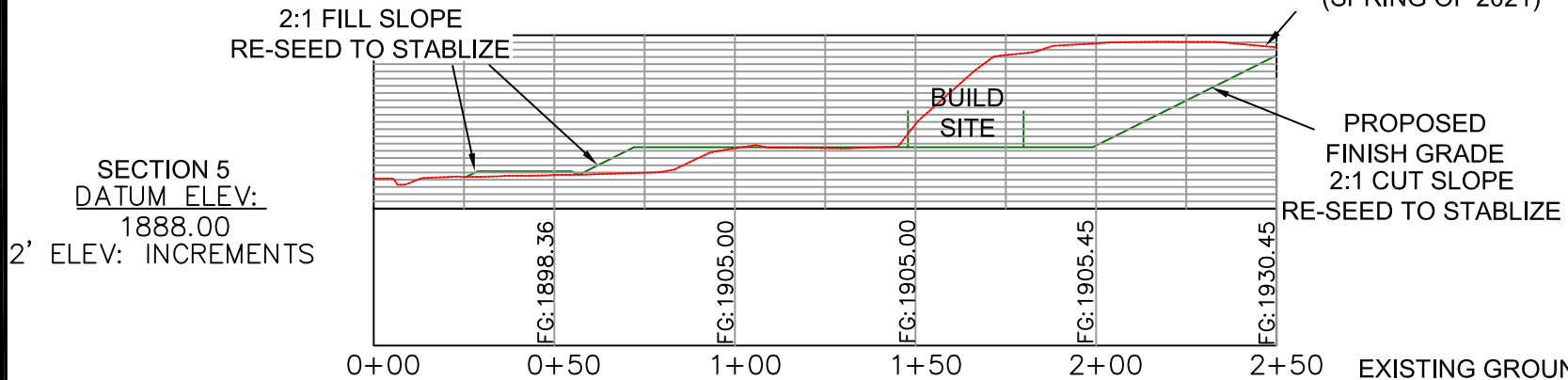
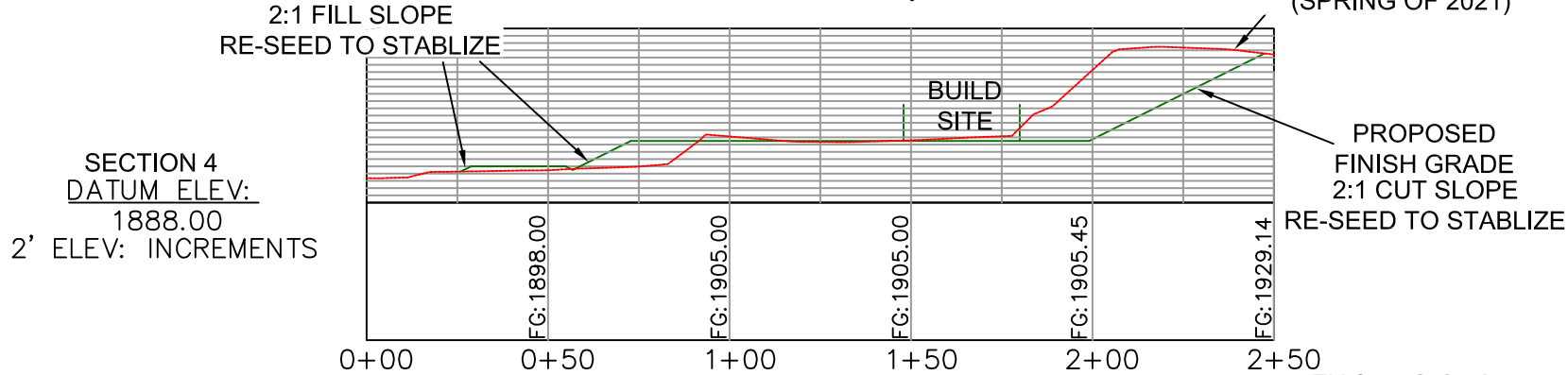
CROSS SECTION PROFILES

JUDY'S SUBDIVISION

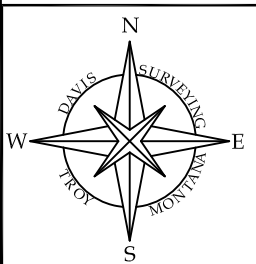
In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023



PAGE 4 OF 13
SCALE: 1" = 50'



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DATE: 12/16/21	REV:
DRAWN BY: CTR	
Land Projects 2021 t620134lb2021.dwg	

ROAD & DRIVEWAY PLAN:

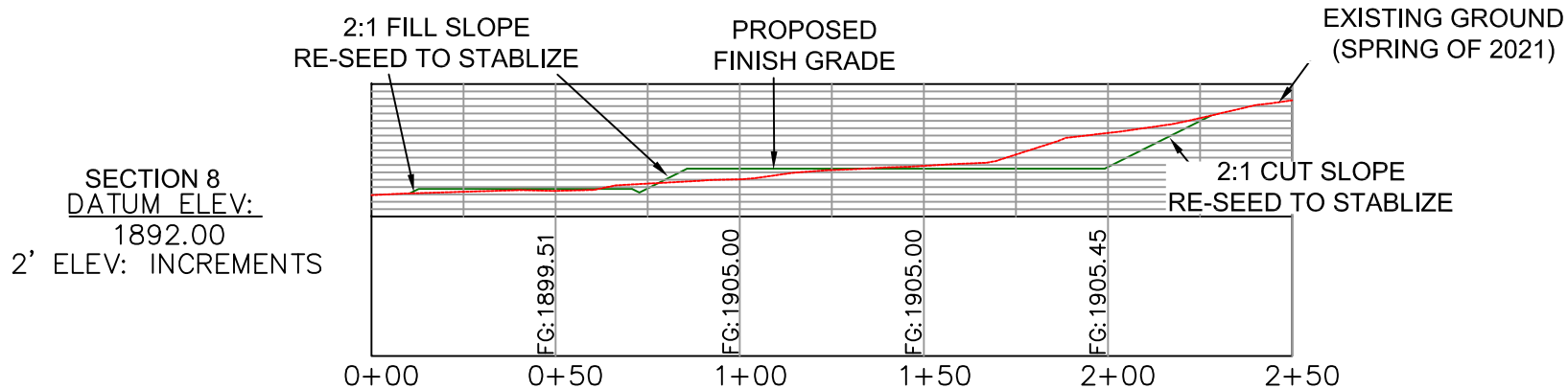
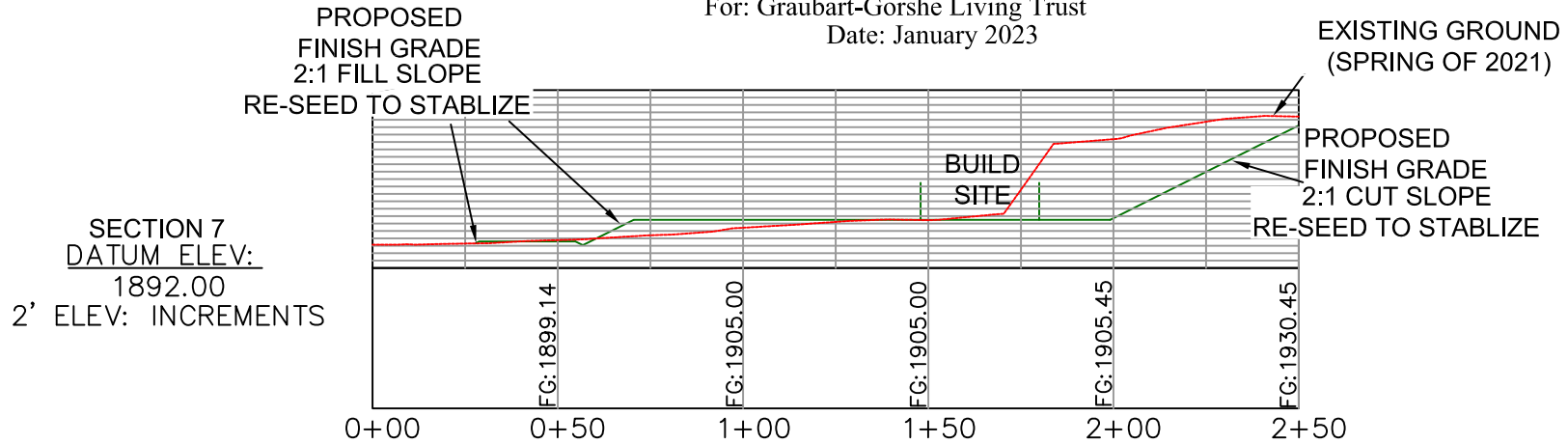
CROSS SECTION PROFILES

JUDY'S SUBDIVISION

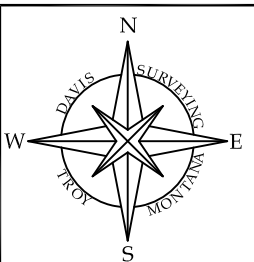
In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023



PAGE 5 OF 13
 SCALE: 1" = 50'



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TROY, MONTANA survey@montanasky.net - 406.295.5441	
DATE: 12/16/21	REV:
DRAWN BY: CTR	
Land Projects 2021 t620134b2021.dwg	

ROAD & DRIVEWAY PLAN:

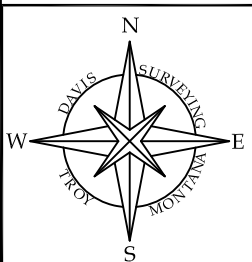
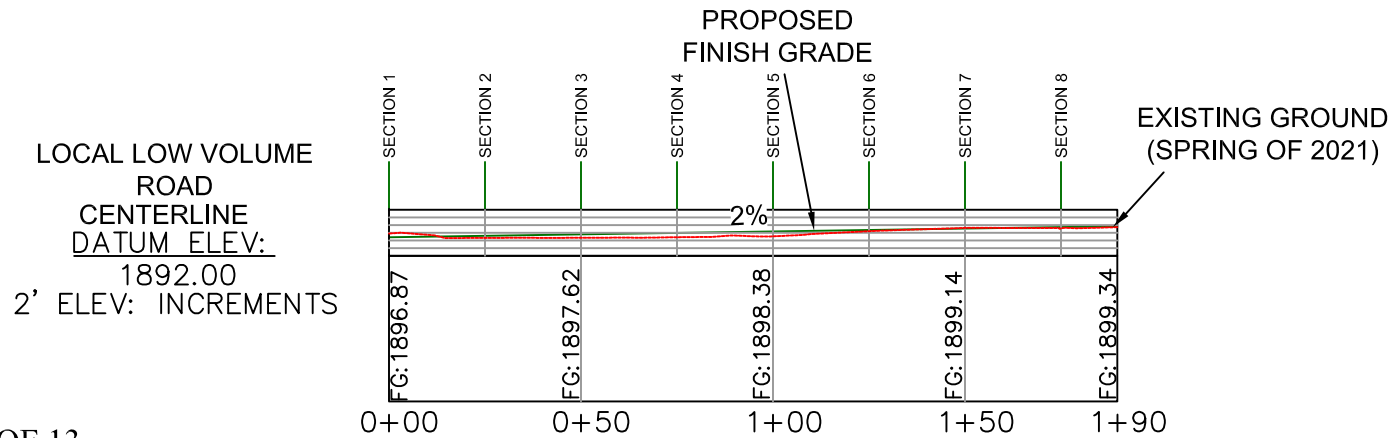
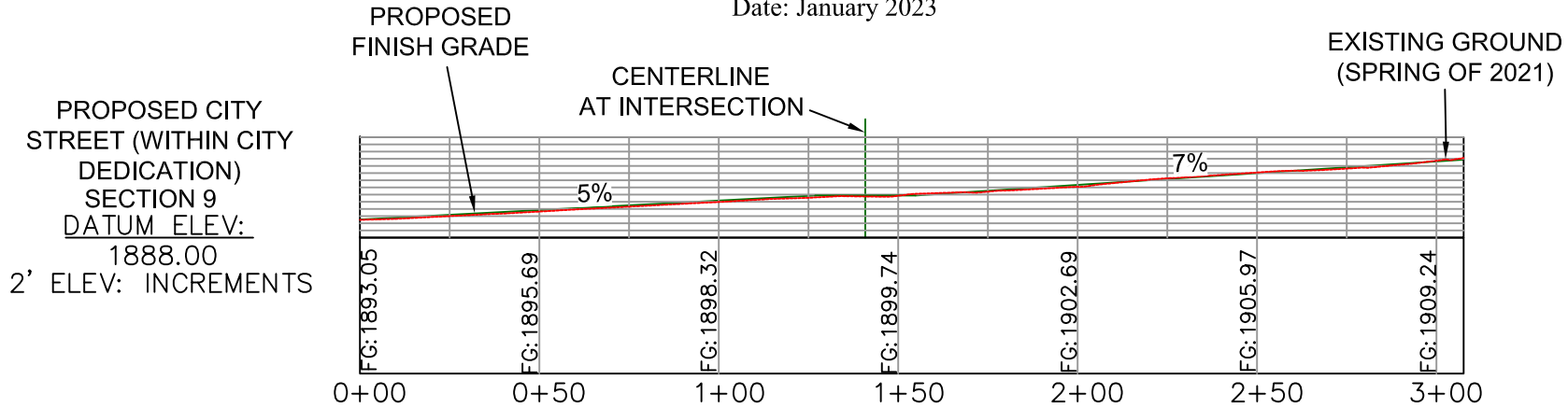
CROSS SECTION PROFILES

JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023



DAVIS SURVEYING INC.	
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DATE: 12/16/21	REV:
DRAWN BY: CTR	
Land Projects 2021 t620134b2021.dwg	

ROAD & DRIVEWAY PLAN:

JUDY'S SUBDIVISION

TYPICALS

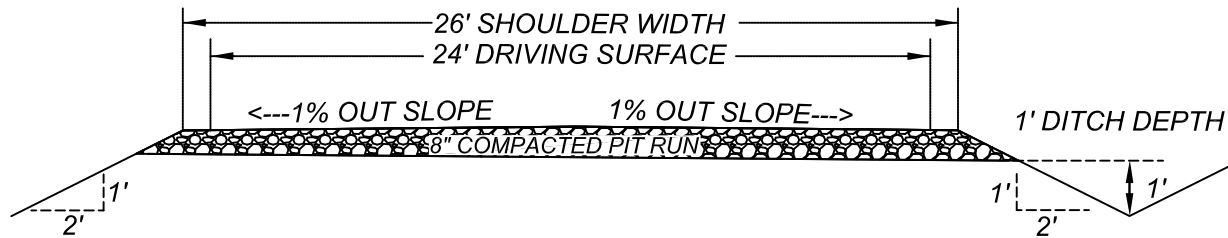
In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023

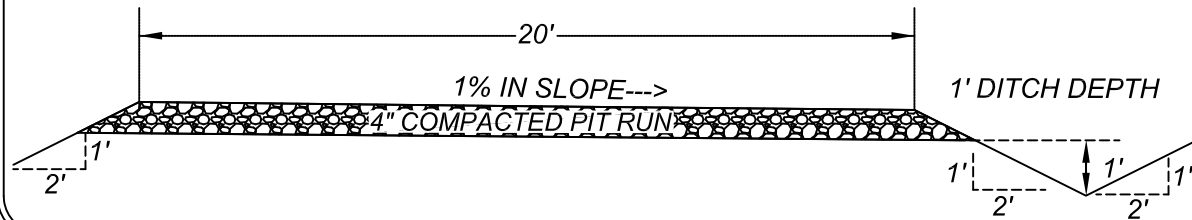
ROADWAY TYPICAL - LOCAL LOW VOLUME

(NOT TO SCALE)



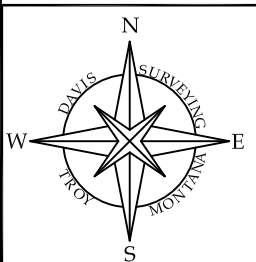
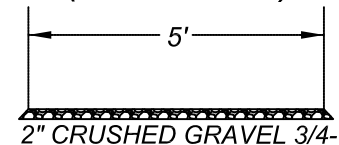
DRIVEWAY TYPICAL

(NOT TO SCALE)



WALKING PATH TYPICAL

(NOT TO SCALE)



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TROY, MONTANA survey@montanasky.net - 406.295.5441

DATE: 12/16/21

REV:

DRAWN BY: CTR

Land Projects 2021
t620134b2021.dwg

WATER SUPPLY PLAN:

JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023



45'

PARCEL 1
PER INSTRUMENT NO. 289721

RIGHT-OF-WAY DEDICATION
CITY OF BONNER'S FERRY

TAX PARCEL 189
RPB00000344601A

LOT 1

PROPOSED WATER
CONNECTION
1" PVC 2 LINES 118'

PROPOSED
DUPLEX
50'X32'

LOT 2

EXISTING
DUPLEX

PROPOSED WATER
CONNECTION 4-1" PVC LINES 146'

PROPOSED WATER
CONNECTION 2-1" PVC LINES 78'

PROPOSED WATER
CONNECTION
1" PVC 2 LINES 113'

PROPOSED
DUPLEX
50'X32'

LOT 3

50' RW

LOT 4

PROPOSED
DUPLEX 80'X32'

PROPOSED WATER
CONNECTION
1" PVC 2 LINES

EXISTING CITY
WATER SERVICE
HOOKUPS
8 AVAILABLE

PROPOSED WATER
CONNECTION 6-1" PVC LINES 65'

ACCESS TRAIL
PARK

LOT 5

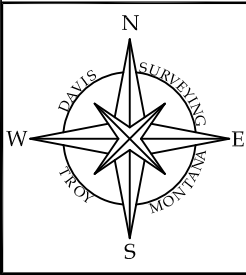
PROPOSED WATER
CONNECTION
1" PVC 2 LINES 43'

PROPOSED
DUPLEX 80'X32'

PARK LAND

10'

PAGE 8 OF 13
SCALE: 1" = 50'



DAVIS SURVEYING INC.	
TROY, MONTANA survey@montanasky.net - 406.295.5441	
DATE: 12/16/21	REV:
DRAWN BY: GJR	
Land Projects 2021 t620134b2021.dwg	

NOTES:

ALL WATER SERVICE LINES TO BE INSTALLED PURSUANT TO IDAHO PUBLIC WORKS STANDARDS (SD-401, SD-404, SD-407) LOCATIONS SHOWN ARE APPROXIMATE AND SHALL BE FIELD VERIFIED AND APPROVED BY CITY ENGINEER PRIOR TO CONSTRUCTION

RPB00000341821A

UTILITY PLAN:

JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

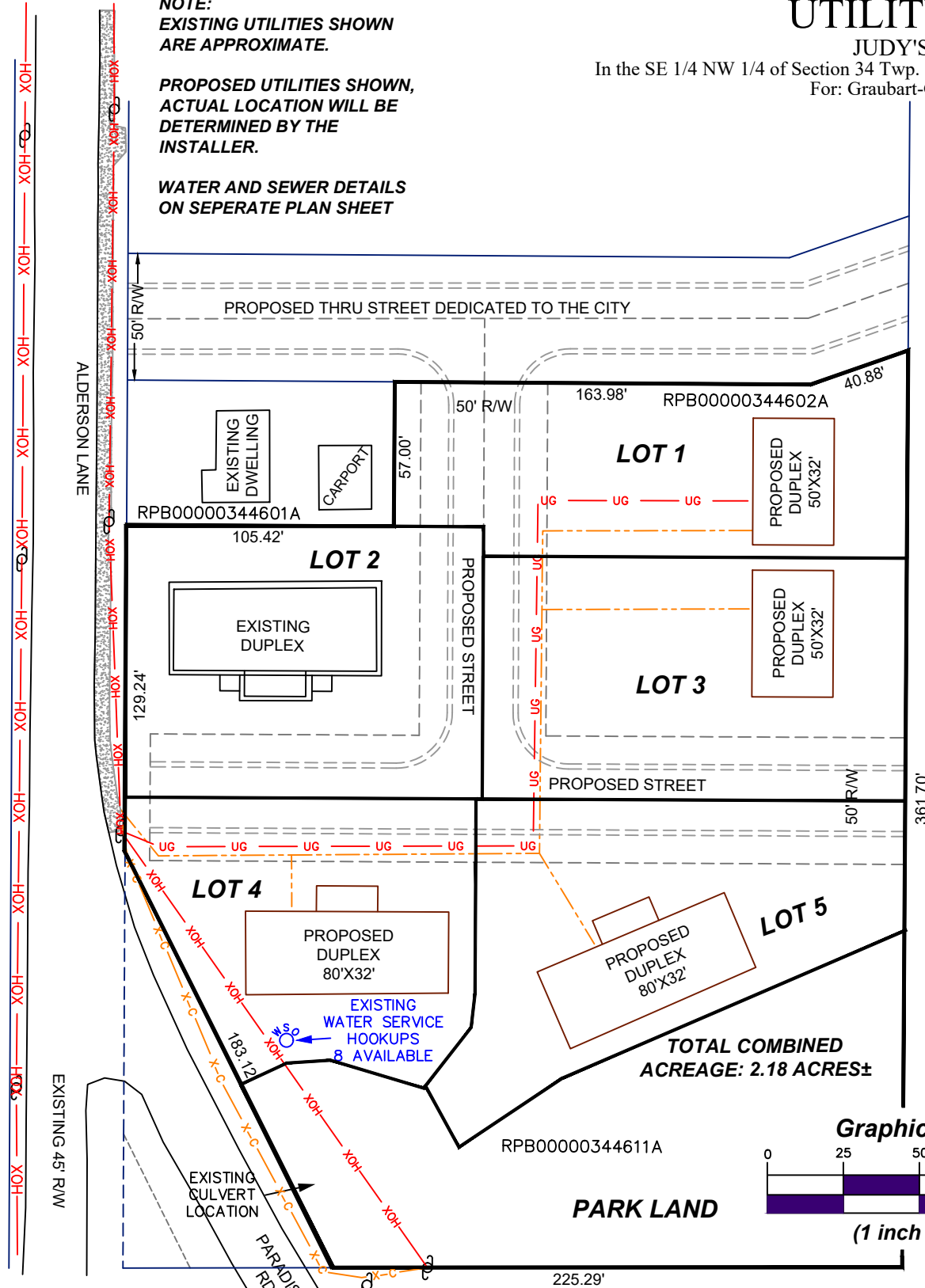
For: Graubart-Gorshe Living Trust

Date: January 2023

NOTE:
EXISTING UTILITIES SHOWN
ARE APPROXIMATE.

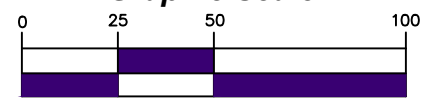
**PROPOSED UTILITIES SHOWN,
ACTUAL LOCATION WILL BE
DETERMINED BY THE
INSTALLER.**

**WATER AND SEWER DETAILS
ON SEPERATE PLAN SHEET**



**TOTAL COMBINED
ACREAGE: 2.18 ACRES±**

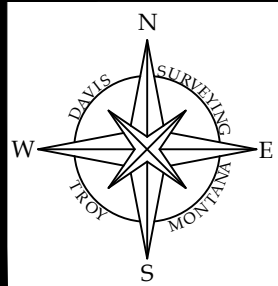
Graphic Scale:



(1 inch = 60 ft.)

LEGEND

- XOH— EXISTING OVERHEAD POWER
- X-C— EXISTING UNDERGROUND COMMUNICATIONS
- UG— PROPOSED UNDERGROUND POWER
- - - PROPOSED UNDERGROUND COMMUNICATIONS
- ϕ EXISTING POWER POLE



DAVIS SURVEYING INC.	
TROY, MONTANA	
DATE: 6/10/22	REV:
DRAWN BY: SM	
Land Projects 2023	
FILE: t620122sb.dwg	

DRAINAGE PLAN:

JUDY'S SUBDIVISION

In the SE 1/4 NW 1/4 of Section 34 Twp. 62 N., R. 1 E., B.M.

For: Graubart-Gorshe Living Trust

Date: January 2023

RIGHT-OF-WAY DEDICATION
CITY OF BONNER'S FERRY

TAX PARCEL 189
RPB00000344601A

LOT 1

PROPOSED
CMP 12" X 25'

PROPOSED
DUPLEX
50'X32'

LOT 2

EXISTING
DUPLEX

PROPOSED
CMP 12" X 25'

PROPOSED
DUPLEX
50'X32'

LOT 3

PROPOSED
CMP 18" X 40'

PROPOSED
CMP 12" X 25'

PROPOSED
CMP 12" X 25'

LOT 4

PROPOSED
DUPLEX
80'X32'

LOT 5

PROPOSED
DUPLEX
80'X32'

**PARK LAND
(NO DEVELOPMENT
WITHIN "GREEN ZONE")**

EXISTING CITY
STORMWATER
DRAIN 18" CMP

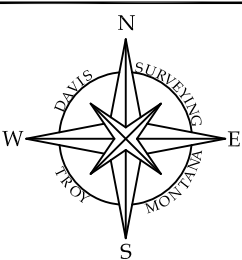
PARK ACCESS TRAIL

20'x20'x2' STORM POND
W/ OVERFLOW TO
EXISTING CITY
STORMWATER
COLLECTION

ALDERSON LANE
EXISTING 45' RMW

RPB00000341821A

PAGE 10 OF 13
SCALE: 1" = 50'



DAVIS SURVEYING INC.	
TROY, MONTANA survey@montapasky.net 406.295.5441	
DATE: 12/16/21	REV:
DRAWN BY: GJR	
Land Projects 2021 t620134b2021.dwg	

▲ INDICATES FLOW DIRECTION

1' MINOR CONTOURS
5' MAJOR CONTOURS
LOCAL ELEVATION DATUM

REQUIRED STORMWATER DETENTION VOLUME:

TOTAL VOLUME POST DEVELOPMENT 434.79 C.F. TOTAL FLOW POST DEVELOPMENT 0.12 C.F.S.

RELATIVE IMPERVIOUSNESS FACTORS: (C Range)		(C Used)
PAVED AREAS/STRUCTURES =	(0.8-0.9)	0.9
GRAVELED AREAS =	(0.35-0.8)	0.8
UNIMPROVED RANGELAND =	(0.15-0.4)	0.3
LANDSCAPED (lawn, shurbs,trees) =	(0.1-0.3)	0.1

100 YEAR -24HOUR STORM EVENT: i 0.13 in\hr (Input Site Rainfall Intensity 100-yr 24-hr)
T 3600 sec/hr

	NEW SITE LAYOUT		EXISTING SITE LAYOUT	
AREAS:	AREA (Ft2)		AREA (Ft2)	
TOTAL AREA OF WATERSHED =	94,969 sq. ft.	2.18 acres	Input Only	
PAVED AREAS/STRUCTURES =	11600.00 sq. ft.	0.27 acres	0.00 sq. ft.	
GRAVELED AREAS =	16157.00 sq. ft.	0.37 acres	0.00 sq. ft.	
UNIMPROVED =	51912.00 sq. ft.	1.19 acres	94969.00 sq. ft.	
LANDSCAPED =	15300.00 sq. ft.	0.35 acres	0.00 sq. ft.	
TOTAL =	94969.00 sq. ft.	2.18 acres	94969.00 sq. ft.	

VOLUMES REQUIRED: Volume of runoff = (C*I*A)*T
 Total Volume Difference = New Volume - Existing Volume

PAVED AREAS/STRUCTURES =	112.16 C.F.	4.15 C.Y.	0.00 C.F.
GRAVELED AREAS =	138.87 C.F.	5.14 C.Y.	0.00 C.F.
UNIMPROVED =	167.32 C.F.	6.20 C.Y.	306.10 C.F.
LANDSCAPED =	16.44 C.F.	0.61 C.Y.	0.00 C.F.
TOTAL VOLUME =	434.79 C.F.	16.10 C.Y.	306.10 C.F.
FLOW IN C.F.S. =	0.12 C.F.S.		0.09 C.F.S.

TOTAL VOLUME DIFFERENCE = 129 C.F. 5 C.Y.

TOTAL FLOW IN C.F.S. = 0.04 C.F.S.

Precipitation Frequency Data Output

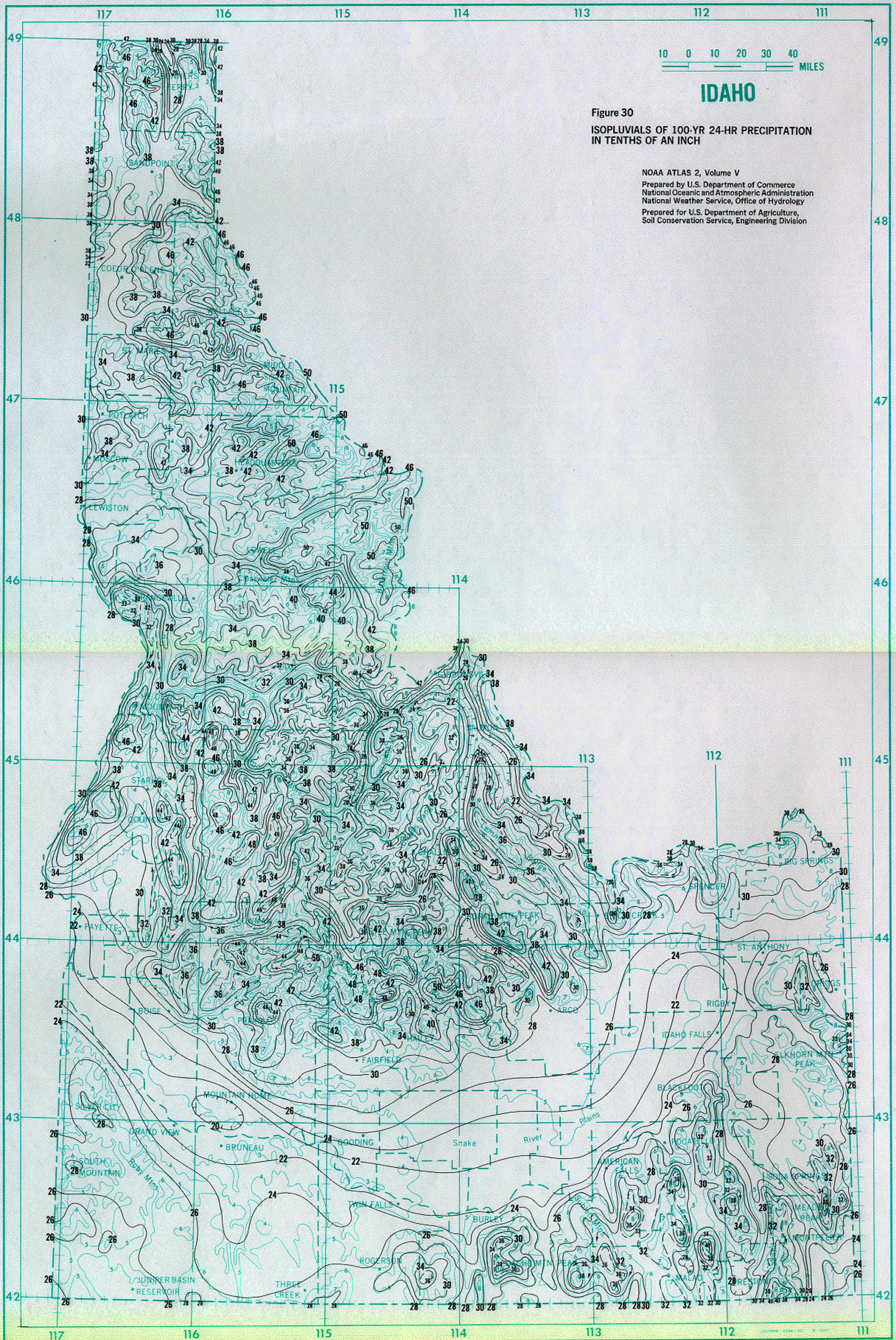
NOAA Atlas 2

Idaho 48.8101°N 116.2995°W
Site-specific Estimates

Map	Precipitation (inches)	Precipitation Intensity (in/hr)
2-year 6-hour	0.79	0.13
2-year 24-hour	1.49	0.06
100-year 6- hour	1.43	0.24
100-year 24- hour	3.01	0.13

[Go to PFDS](#)[Go to NA2](#)

Hydrometeorological Design Studies Center - NOAA/National Weather Service
1325 East-West Highway - Silver Spring, MD 20910 - (301) 713-1669
Mon Jan 9 18:07:51 2023



10 0 10 20 30 40
MILES

IDAHO

Figure 30
ISOPLUVIALS OF 100-YR 24-HR PRECIPITATION
IN TENTHS OF AN INCH

NOAA ATLAS 2, Volume V
Prepared by U.S. Department of Commerce
National Oceanic and Atmospheric Administration
National Weather Service, Office of Hydrology
Prepared for U.S. Department of Agriculture,
Soil Conservation Service, Engineering Division



LOCATION MAP (NTS)

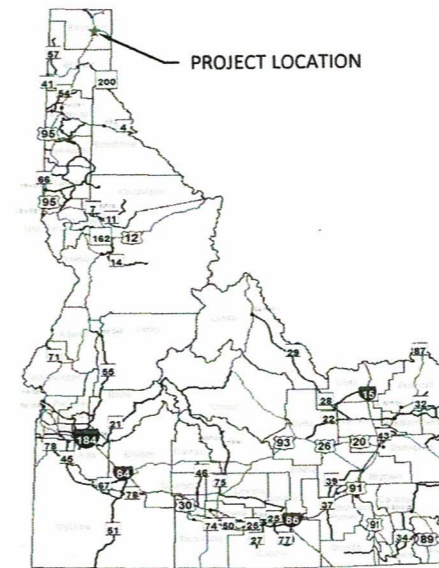
CONSTRUCTION PLANS FOR: JUDY'S SUBDIVISION SEWER MAIN EXTENSION

OWNED BY:
GRAUBART-GORSHE LIVING TRUST

LOCATED IN:
BONNER'S FERRY, IDAHO

SHEET INDEX

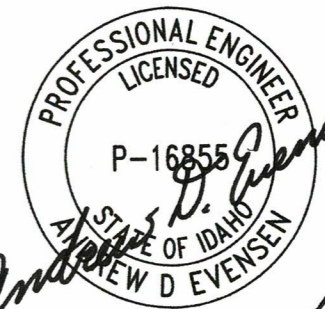
1	COVER SHEET
2	NOTES & ABBREVIATIONS
3	LEGEND
4	SITE PLAN
5	SEWER MAIN PLAN & PROFILE
6	CITY SEWER DETAILS
7	CITY SEWER DETAILS



VICINITY MAP

CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO.



Andrew D. Evensen
ANDREW D. EVENSEN
DATE 01/03/2023

G:\shared drives\EECI\2021\21-091\3-C3D\PlanSet\21-091-SanitaryPP1.dwg | 2 NOTES & ABBREVIATIONS

PRIMARY SPECIFICATIONS

1. ALL WORK AND MATERIALS INCLUDED IN THESE PLANS SHALL BE SUPPLIED, CONSTRUCTED AND TESTED IN ACCORDANCE WITH THE CRITERIA SET FORTH IN THE FOLLOWING REFERENCES:
 - 1.1. CITY OF BONNERS FERRY SEWER STANDARDS (RESOLUTION 2-1-2022)
 - 1.2. IDEQ STANDARDS PER IDAPA 58.01.16
 - 1.3. IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION STANDARDS (ISPMC), LATEST EDITION
 - 1.4. RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (AKA 10 STATE STANDARDS), LATEST EDITION

- ENGINEER OR OTHER AUTHORITY. IF THE DAMAGE POSES A SAFETY RISK, IT SHALL BE REPAIRED IMMEDIATELY.
12. ALL WASTE AND UNUSED MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUN-OFF OR WIND.
13. CONTRACTOR SHALL BE RESPONSIBLE FOR QUALITY CONTROL TO ASSURE THAT ALL ASPECTS OF THE PROJECT ARE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL TESTING AS REQUIRED IN THE ISPMC FIELD QUALITY CONTROL MANUAL.

SURVEY NOTES

1. THE PROJECT SURVEY WAS CONDUCTED ON A LOCAL COORDINATE SYSTEM.
2. EXISTING CONTOURS ARE TO EXISTING GROUND. THE INITIAL SITE SURVEY WAS COMPLETED IN 2022 AND MAY HAVE SINCE TRANSFORMED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ADDITIONAL CONTROL POINTS, IF NEEDED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND SETTING CONSTRUCTION STAKES FOR LINES AND GRADES. THE ENGINEER WILL PROVIDE ALIGNMENT, SURFACE & PIPE NETWORK DATA IN XML FORMAT FOR THE CONTRACTOR'S USE AFTER THE BID UPON RECEIPT OF ELECTRONIC FILE RELEASE AUTHORIZATION.
5. CONTRACTOR SHALL MAKE EVERY EFFORT POSSIBLE TO PRESERVE EXISTING SURVEY MONUMENTS, SUCH AS SECTION CORNERS, 1/4 CORNERS, PROPERTY PINS, ETC. IN THE EVENT A MONUMENT IS DESTROYED, MOVED OR OBSTRUCTED, CONTRACTOR SHALL NOTIFY SURVEYOR TO HAVE REPLACED AT CONTRACTOR'S EXPENSE.

EROSION CONTROL

1. IF NECESSARY, THE CONTRACTOR WILL BE RESPONSIBLE FOR DEVELOPING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AS WELL AS SUBMITTING THE NOTICE OF INTENT (NOI) AND SWPPP TO THE ID DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL. ASSOCIATED FEES WILL BE PAID FOR AT THE CONTRACTOR'S EXPENSE. THE SWPPP SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW/APPROVAL PRIOR TO SUBMITTAL TO IDEQ.
2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS AND BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE APPROVED SWPPP.
3. CONTRACTOR SHALL INSPECT EROSION CONTROL ELEMENTS WEEKLY OR BIWEEKLY AND AFTER ALL STORM EVENTS EXCEEDING 1/4" OF RAIN AND DOCUMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE NOTICE OF INTENT AND THE SWPPP.
4. ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN A LOGICAL SEQUENCE SO AS TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING SITE VEGETATION OR GROUND COVER TO THE EXTENT AND LONGEST TIME POSSIBLE.
5. TOPSOIL SHALL BE STRIPPED TO FULL DEPTH FROM AREAS REQUIRING GRADING (OR DISTURBANCE) AND STOCKPILED FOR REPLACEMENT ONCE THE CONSTRUCTION ACTIVITY HAS BEEN COMPLETED. STRIPPING SHALL BE PHASED TO MINIMIZE DISTURBED AREAS.
6. CONTRACTOR SHALL REMOVE VEGETATION NECESSARY, UNLESS OTHERWISE INDICATED, WITHIN THE CONSTRUCTION AREA TO COMPLETE THE PROPOSED ACTIVITIES. ALL REFUSE MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF IN AN ACCEPTABLE MANNER.

GENERAL NOTES

1. THESE NOTES ARE FOR GENERAL REFERENCE IN CONJUNCTION WITH, AND AS A SUPPLEMENT TO THE WRITTEN SPECIFICATIONS, DETAILS, ADDENDA AND CHANGE ORDERS ASSOCIATED WITH THE CONTRACT DOCUMENTS. ADDITIONAL CONSTRUCTION NOTES MAY BE INCLUDED ON INDIVIDUAL DRAWINGS.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES AND PAYING ASSOCIATED FEES AS REQUIRED FOR COMPLETION OF THE PROJECT.
3. CONTRACTOR SHALL PROVIDE THE ENGINEER WITH ONE WEEK NOTICE PRIOR TO BEGINNING CONSTRUCTION ACTIVITIES.
4. THE LOCATION OF EXISTING UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR ITS REPRESENTATIVE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. UNDERGROUND LOCATES SHALL BE MADE AT LEAST TWO BUSINESS DAYS USING NUMBER 1-800-626-4950 OR #811.
5. ALL POWER, TELEPHONE, CABLE, AND GAS UTILITIES WHICH INTERFERE WITH PROPOSED DEVELOPMENT SHALL BE REMOVED OR RELOCATED BY THE UTILITY AT THE OWNER'S EXPENSE, UNLESS OTHERWISE SPECIFIED. THE CONTRACTOR SHALL COORDINATE ALL NECESSARY UTILITY RELOCATION WORK WITH THE APPROPRIATE UTILITY COMPANY AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND EXISTING UTILITIES PRIOR TO CONSTRUCTION. IF THE SITE IS FOUND TO BE DIFFERENT THAN THE CONSTRUCTION PLANS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF THE DISCREPANCY.
7. CONTRACTOR SHALL FIELD VERIFY LINE AND GRADE OF EXISTING CONNECTIONS WELL BEFORE MAKING THE CONNECTION.
8. ALL EXISTING UTILITIES THAT ARE TO BE REMOVED OR ABANDONED SHALL BE CAPPED AND PLUGGED AT THE TERMINATION POINTS, UNLESS OTHERWISE NOTED.
9. ANY DAMAGE TO EXISTING FACILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND WILL BE THE CONTRACTOR'S RESPONSIBILITY TO RESTORE TO ORIGINAL CONDITION OR BETTER.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MINIMIZING TRACKING OF SOIL AND DEBRIS ONTO ADJACENT PROPERTIES AND ROADWAYS. TRACKING MUST BE RESTORED BY THE END OF EACH DAY.
11. ANY DAMAGE SUSTAINED TO HAUL ROADS AND PROPERTY SHALL BE RESTORED TO EXISTING CONDITION OR BETTER AT THE EXPENSE OF THE CONTRACTOR. REMEDIATION OF THE DAMAGE MAY BE ALLOWED AFTER THE MAJORITY OF HAULING ACTIVITIES HAS BEEN COMPLETED, UNLESS OTHERWISE DIRECTED BY THE OWNER,

ABBREVIATIONS

Δ	ANGLE OF DEFLECTION, DELTA ANGLE
APPROX	APPROXIMATE
ASPH	ASPHALT
AVG	AVERAGE
BLDG	BUILDING
BM	BEAM, BENCHMARK
BOT	BOTTOM
BVC	BEGIN VERTICAL CURVE
CI	CAST IRON
CIPC	CAST-IN-PLACE CONCRETE
CJ	CONSTRUCTION JOINT, CONTROL JOINT
€	CENTER LINE
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CP	CONTROL PANEL, CONTROL POINT
CPLG	COUPLING
CTV	CABLE TELEVISION
CF	CUBIC FEET
CY	CUBIC YARD
DI	DUCTILE IRON, DRAIN INLET
DIA, Ø	DIAMETER
DIM	DIMENSION
DWD	DETECTABLE WARNING DEVICE
EA	EACH
EL, ELEV	ELEVATION
EOP	EDGE OF PAVEMENT
EVC	END VERTICAL CURVE
EXST	EXISTING
FES	FLARED END SECTION
FET	FLARED END TERMINAL
FFE	FINISHED FLOOR ELEVATION
FG	FINISH GRADE
FHYD	FIRE HYDRANT
FL	FLOW LINE
FM	FORCEMAIN
FT	FOOT, FEET
FO	FIBER OPTIC
FTG	FOOTING, FITTING
G	NATURAL GAS
GA	GAGE, GAUGE
GAL	GALLON
GALV	GALVANIZED
GVL	GRAVEL
HDPE	HIGH DENSITY POLYETHYLENE
HOR, HORIZ	HORIZONTAL
HWY	HIGHWAY
HYD	HYDRANT
ID	INSIDE DIAMETER
IE	INVERT ELEVATION
IN	INCH
INV	INVERT
LF	LINEAR FEET
LT	LEFT
MAX	MAXIMUM
MH	MANHOLE
MIN	MINIMUM
MJ	MECHANICAL JOINT
MPWSS	MONTANA PUBLIC WORKS STANDARD SPECIFICATIONS
N	NORTH
NE	NORTHEAST
NG	NATURAL GAS
NO	NUMBER
NTS	NOT TO SCALE
NW	NORTHWEST
OD	OUTSIDE DIAMETER
OH	OVERHEAD
OHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE

PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PE	PLAIN END, POLYETHYLENE
PERP	PERPENDICULAR
PI	POINT OF INTERSECTION
PL	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PRELIM	PRELIMINARY
PREP	PREPARE, PREPARATION
PROP	PROPOSED
PRV	PRESSURE REDUCING VALVE
PSF	POUNDS PER SQUARE FOOT
PSI	POUNDS PER SQUARE INCH
PT	POINT, POINT OF TANGENCY
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PVMT	PAVEMENT
R, RAD	RADIUS
RC	REINFORCED CONCRETE
RCP	REINFORCED CONCRETE PIPE
RDCR	REDUCER
REBAR	REINFORCEMENT BAR
REF	REFERENCE
REQD	REQUIRED
RR	RAILROAD
RST	REINFORCING STEEL
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SOUTH, SANITARY SEWER
SAN	SANITARY
SCH	SCHEDULE
SD	STORM DRAIN
SDWK	SIDEWALK
SE	SOUTHEAST
SECT	SECTION
SF	SQUARE FOOT
SHT	SHEET
SLP	SLOPE
SPEC	SPECIFICATION
SQ	SQUARE
SSTL	STAINLESS STEEL
STA	STATION
SS	SANITARY SEWER SERVICE
STD	STANDARD
ST	STREET
STL	STEEL
STRUCT	STRUCTURE
SW	SOUTHWEST
TB	THRUST BLOCK
TBC	TOP BACK OF CURB
TEL	TELEPHONE
TEMP	TEMPORARY
THRU	THROUGH
TYP	TYPICAL
UG	UNDERGROUND
UGP	UNDERGROUND POWER
UGT	UNDERGROUND TELEPHONE
UTIL	UTILITY
VB	VALVE BOX
VERT	VERTICAL
VOL	VOLUME
W	WEST, WATER
WTR	WATER
WD	WOOD
W/	WITH
W/O	WITHOUT
WL	WETLAND
WT	WEIGHT
WV	WATER VALVE
XFMR	TRANSFORMER
X-ING	CROSSING
XS	CROSS SECTION
YD	YARD



JUDY'S SUBDIVISION SEWER MAIN EXTENSION
 GRAUBART-GORSHE LIVING TRUST
 BONNERS' FERRY, IDAHO



NOTES & ABBREVIATIONS

ISSUED BY	ADE
ISSUED FOR	REVIEW
ISSUED ON	##/##/20##
SHEET	2

WATER SYSTEM SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		11.25° BEND
		22.50° BEND
		45° BEND
		90° BEND
		AIR RELIEF VALVE
		BUTTERFLY VALVE
		CAP
		CHECK VALVE
		COUPLING
		CURB STOP
		WELL
		WELL
		FROST FREE HYDRANT
		FIRE HYDRANT
		GATE VALVE
		WATER METER
		WATER MANHOLE
		PLUG VALVE
		REDUCER
		WATER TAP
		TEE
		CROSS
		WATER SERVICE

GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		COM MANHOLE
		COM VAULT
		GAS METER
		GAS MANHOLE
		GAS RISER
		GAS VALVE
		LIGHT POLE
		POWER MANHOLE
		POWER RISER
		PAD MOUNTED TRANSFORMER
		POWER VAULT
		STREET LIGHT POLE
		TELEPHONE MANHOLE
		TELEPHONE RISER
		TELEPHONE VAULT
		CABLE TV RISER
		CABLE TV VAULT
		UTILITY POLE
		GUY WIRE

TOPOGRAPHIC SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		BORING
		MONITORING WELL
		TEST PIT
		BOLLARD
		MAIL BOX
		SIGN
		SIGN-DOUBLE
		DELINEATOR
		MILE POST
		STUMP
		SHRUB/BUSH
		TREE-CONIFER
		TREE-DECIDUOUS

SURVEY SYMBOLS

EXISTING	FOUND	DESCRIPTION
		QUARTER SECTION CORNER
		SECTION CORNER
		SIXTEENTH SECTION CORNER
		BENCHMARK
		CONTROL POINT
		OWNERSHIP TIE
		PROPERTY PIN

CHANNELIZATION SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		2-WAY LEFT ARROW
		BIKE LANE
		HOV LANE
		HANDICAP
		LEFT-RIGHT ARROW
		LT-RT-ST ARROW
		LEFT-STRAIGHT ARROW
		LEFT ARROW
		ONLY
		RAILROAD
		RIGHT-STRAIGHT ARROW
		RIGHT ARROW
		STOP
		STRAIGHT ARROW
		SCHOOL

SIGNALIZATION SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		TRAFFIC SIGNAL CABINET
		TRAFFIC SIGNAL
		PULL BOX
		TRAFFIC SIGNAL POLE

MISCELLANEOUS SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		BUILDING



LINES

EXISTING	PROPOSED	DESCRIPTION
		CABLE TV LINE
		FIBER OPTIC LINE
		GAS LINE
		IRRIGATION LINE
		OVERHEAD POWER
		UNDERGROUND POWER LINE
		SANITARY SEWER
		SANITARY SEWER SERVICE LINE
		SANITARY SEWER FORCEMAIN LINE
		STORM DRAIN LINE
		OVERHEAD TELEPHONE LINE
		UNDERGROUND TELEPHONE LINE
		WATER LINE
		WATER SERVICE LINE
		DITCH
		CHAINLINK FENCE
		BARBED WIRE FENCE
		WOOD FENCE
		FILTER FENCE
		GUARDRAIL
		WATER EDGE
		WETLAND
		RAILROAD
		PROPERTY/LOT LINE
		PROPERTY EASEMENT
		PROPERTY SETBACK
		RIGHT-OF-WAY
		GRAVEL ROAD
		PAVED ROAD
		PAVED ROAD

GENERAL NOTES

- THIS IS A STANDARD LEGEND. THEREFORE, NOT ALL SYMBOLS AND LINES MAY BE USED ON THIS PROJECT.
- LINE WEIGHTS/SCALES MAY VARY FROM SHEET-TO-SHEET TO DRAW SPECIAL EMPHASIS ON THE SUBJECT OF THE SHEET.

JUDY'S SUBDIVISION SEWER MAIN EXTENSION
GRAUBART-GORSHE LIVING TRUST
BONNER'S FERRY, IDAHO

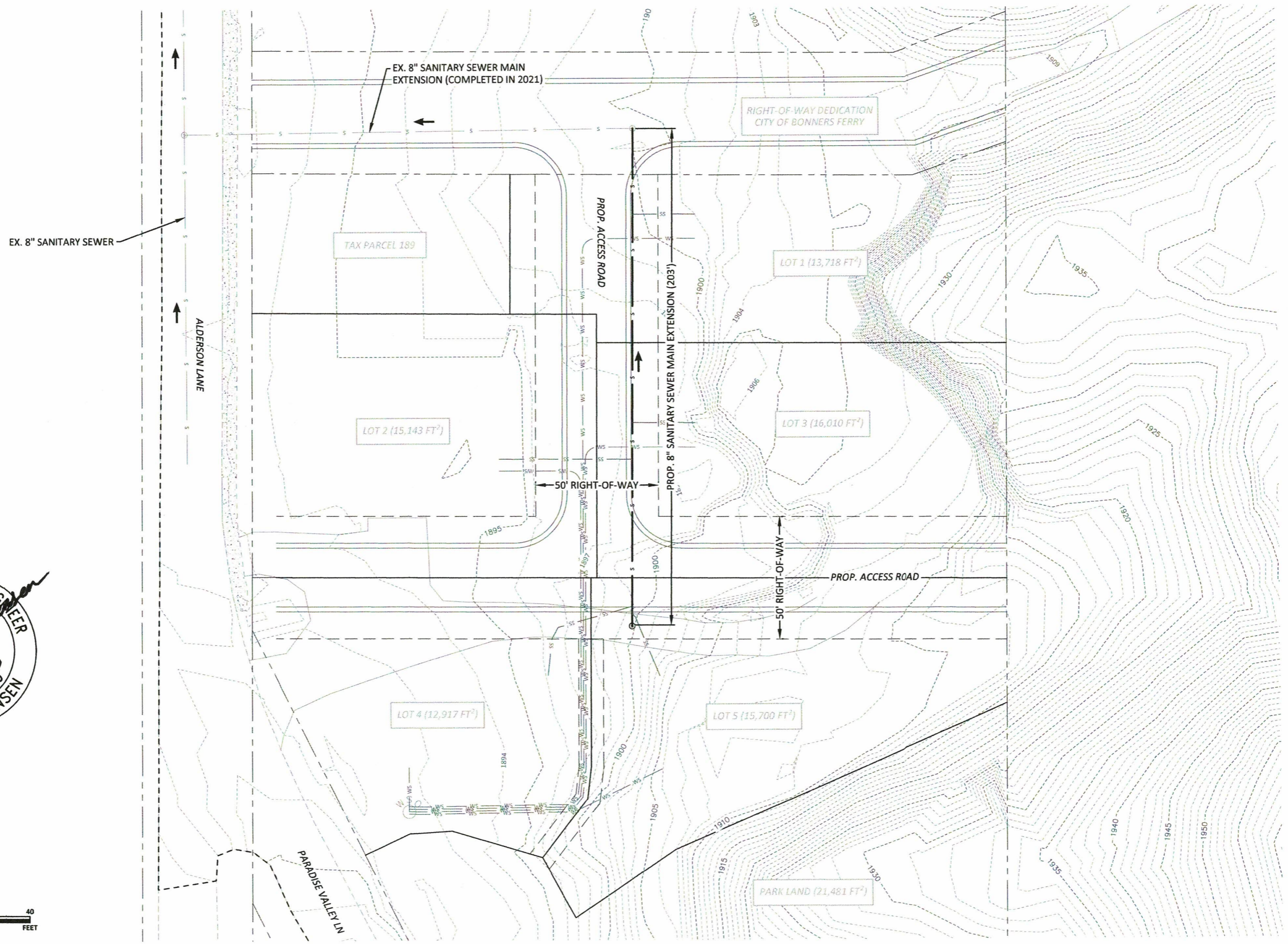


LEGEND

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ISSUED FOR	REVIEW
ISSUED ON	##/##/20##
SHEET	3

REVISION	DATE	MODIFICATION
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REVISION	DATE	MODIFICATION
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JUDY'S SUBDIVISION SEWER MAIN EXTENSION
 GRAUBART-GORSHE LIVING TRUST
 BONNER'S FERRY, IDAHO



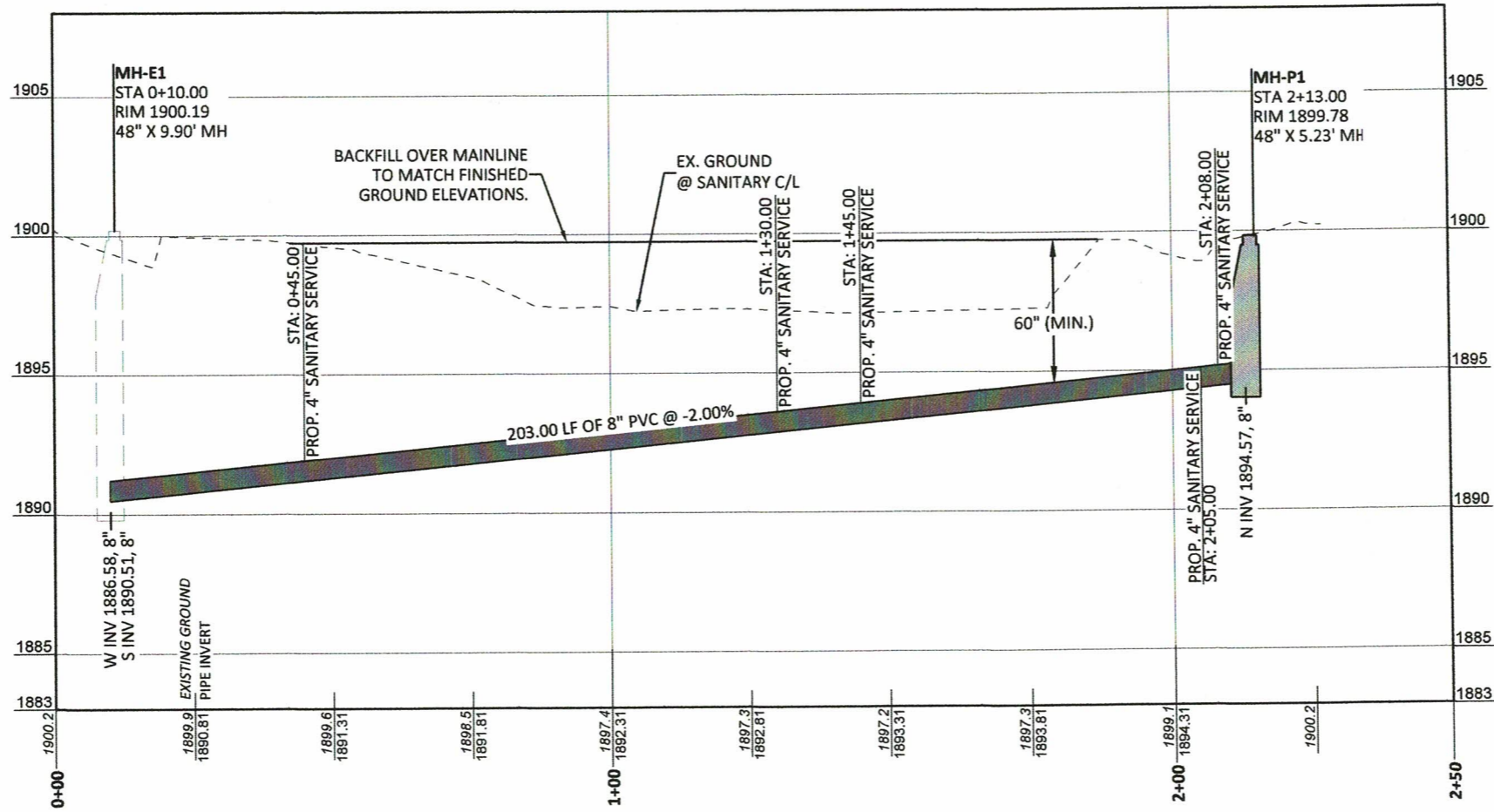
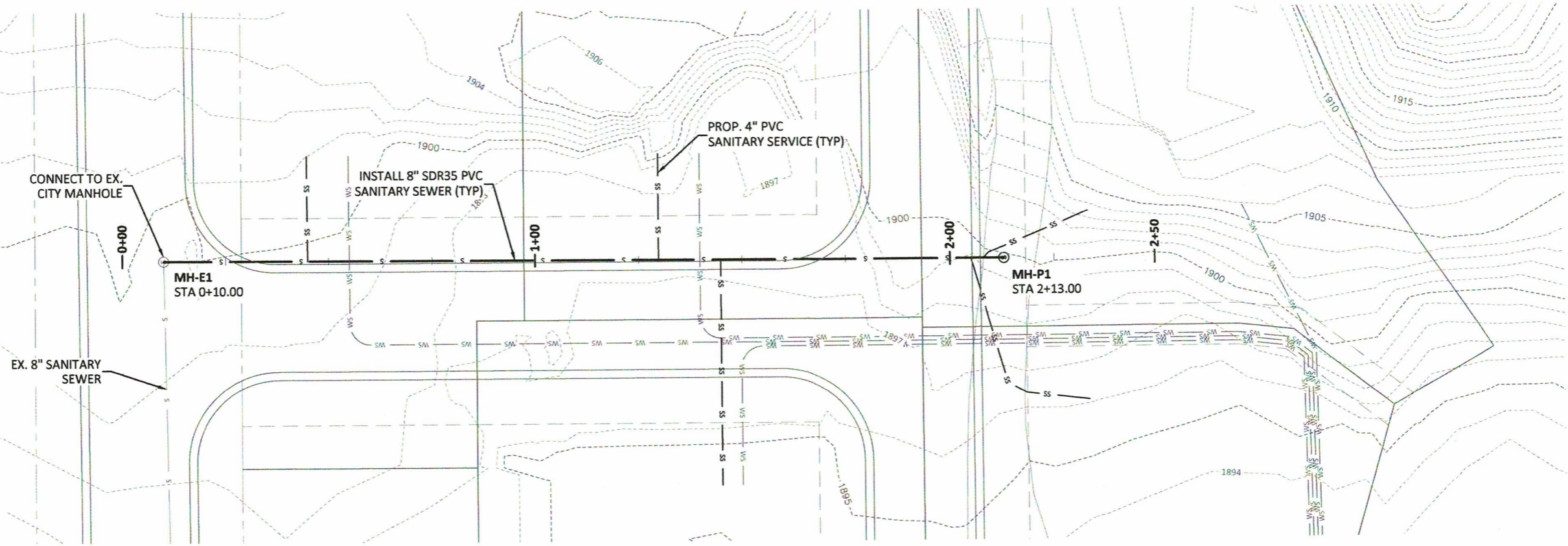
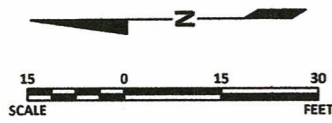
SITE PLAN

ISSUED BY
ADE

ISSUED FOR
REVIEW

ISSUED ON
##/##/20##

SHEET
4



REVISION	DATE	MODIFICATION
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JUDY'S SUBDIVISION SEWER MAIN EXTENSION
 GRAUBART-GORSHE LIVING TRUST
 BONNER'S FERRY, IDAHO



SEWER MAIN PLAN & PROFILE

ISSUED BY	ADE
ISSUED FOR	REVIEW
ISSUED ON	##/##/20##
SHEET	5

NOTES THIS DETAIL:

- MANHOLE INSIDE DIAMETERS SHALL BE 48" FOR PIPE DIAMETERS 24" OR LESS, 60" FOR ANY PIPE DIAMETER GREATER THAN 24" AND/OR PIPE DEPTHS GREATER THAN 25'.
- MANHOLES WITH PIPE DEPTHS LESS THAN 5' REQUIRE PRE-APPROVAL FROM THE CITY.
- INVERT ELEVATIONS FOR STRAIGHT THROUGH CHANNELS SHALL HAVE 0.10' FALL FROM INLET TO OUTLET.
- ALL MANHOLE PIPE PENETRATIONS SHALL BE INSTALLED WITH WATERTIGHT PVC SAND COLLARS CAST-IN-PLACE FOR NEW MANHOLES OR CORE & GROUT-IN-PLACE FOR EXISTING MANHOLES. BOOTS ARE NOT ACCEPTABLE.
- PRIOR TO PAVING, FRAME AND COVER SHALL BE ADJUSTED TO 1/2" BELOW FINISH SURFACE ELEVATION & SECURED TO CONCRETE GRADE RINGS ON FULLY DEPRESSED RAMNECK OR APPROVED EQUIVALENT. BIODEGRADABLE MATERIALS ARE NOT ACCEPTABLE.
- PRIOR TO PAVING, THICKENED COLLARS SHALL BE CONSTRUCTED & CURED.

STANDARD MANHOLE

CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: *[Signature]* 1/16/22
 CITY ENGINEER, PE 10385 DATE:
 DWG NO. SS-1

NOTES THIS DETAIL:

- ALL LETTERING & ARTWORK SHALL BE FLUSH WITH FRAME RIM/LIP MOLDED INTO THE TOP OF THE COVER.
- FRAME SHALL BE GRAY IRON CONFORMING TO A.S.T.M. A48-90, GRADE 30. COVER SHALL BE DUCTILE IRON CONFORMING TO A.S.T.M. A536-84, CLASS 80-50-06.
- FIT TOLERANCES SHALL BE < 1/8" ±.
- WELDED FRAME & COVERS ARE NOT ACCEPTABLE.
- ALL FRAME & COVERS SET ON MANHOLES IN DEPRESSION AREAS SUBJECTED TO STORM WATER PONDING AND/OR RUNOFF SHALL BE WATERTIGHT AND INSTALLED WITH RAINGUARD INFLOW PAN OR APPROVED EQUIVALENT.
- INSTALLATION OF FRAME & COVERS WITHIN CURB & GUTTER, VALLEY GUTTERS, OR SWALES ARE NOT ACCEPTABLE.

MANHOLE FRAME/COVER

CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: *[Signature]* 3/6/21
 CITY ENGINEER, PE 10385 DATE:
 DWG NO. SS-3

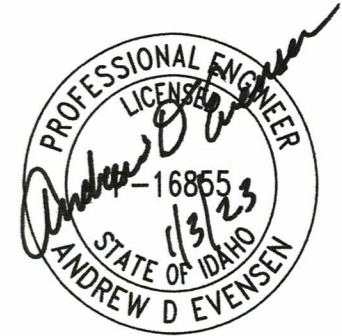
NOTES THIS DETAIL:

- ALL SEWER LATERALS SHALL CONFORM TO THE IDAHO STATE PLUMBING CODE (CURRENT EDITION & CITY POLICIES).
- LATERAL JOINTS SHALL BE COMPRESSION GASKET TYPE OR PRE-APPROVED SOLVENT WELD.
- ALL TEES INSTALLED ON NEW SEWER MAINS SHALL MAINTAIN 48" MIN. SEPARATION BETWEEN OTHER TEES, FITTINGS, AND MANHOLES.
- SADDLE TAPS ON NEW SEWER MAINS ARE NOT ACCEPTABLE.
- ALL TEES SHALL BE ROTATED 45° FROM HORIZONTAL UNLESS PRE-APPROVED BY CITY.

SEWER SERVICE LATERAL

CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: *[Signature]* 3/9/21
 CITY ENGINEER, PE 10385 DATE:
 DWG NO. SS-4

REVISION	DATE	MODIFICATION
1		
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NOTES THIS DETAIL:

- THICKENED COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOX STRUCTURES UTILIZING ANY ONE OF THE FOLLOWING MATERIALS:
 - CONCRETE. MINIMUM 4000 PSI COMPRESSIVE STRENGTH. MONOLITHIC POUR WITH A MINIMUM 24-HOUR CURE TIME PRIOR TO PAVEMENT.
 - CONTROL DENSITY FILL "CDF". 3 SACK MIX WITH A MINIMUM 24-HOUR CURE TIME PRIOR TO PAVEMENT.
 - ASPHALT. SAME HOT MIX DESIGN AS ROAD PLACED IN 2" LIFTS AND COMPACTED WITH A MECHANICAL TAMPER PRIOR TO PAVEMENT.
- NO NATIVE, SUB-GRADE OR BASE COURSE MATERIAL MAY BE BACKFILLED AND COMPACTED WITHIN EXCAVATED THICKENED COLLAR ZONE. ALL DISTURBED MATERIAL SHALL BE REMOVED, HAULED AND DISPOSED OF OFFSITE.
- ALL THICKENED COLLARS SHALL BE COMPLETED AND INSPECTED BY THE WASTEWATER UTILITY PRIOR TO PAVING. PROVIDE 48-HOUR NOTICE.
- SEAL SAW CUT LINE & OUTSIDE MANHOLE FRAME LINE W/ CRAFCO PAVEMENT JOINT ADHESIVE OR APPROVED EQUIVALENT.

CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: _____
MANHOLE COLLAR CITY ENGINEER, PE 10385 DATE: 1/16/22
 DWG NO. SS-6

NOTES THIS DETAIL:

- TAP SADDLES ARE ONLY USED WHEN CONNECTING A NEW SEWER LATERAL TO AN EXISTING SEWER MAIN AND MUST BE PRE-APPROVED BY THE CITY.
- ALL SADDLES SHALL BE SIZED BASED ON THE OUTSIDE DIAMETER OF THE SEWER MAIN OR PLASTIC LINED PIPE (CIPP).
- TWO (2) STAINLESS STEEL THREADED STRAPS CAPABLE OF 60 LBS. TORQUE SHALL SECURE SADDLE TO SEWER MAIN. GLUED OR CEMENTED SADDLES ARE NOT ACCEPTABLE.
- UNLESS PRE-APPROVED BY THE CITY, ALL TAPS SHALL BE ORIENTATED AT 45° ABOVE SEWER MAIN SPRING LINE (ABOVE HORIZONTAL). TAPS ON PIPE CROWN OR SPRING LINE ARE NOT ACCEPTABLE.
- ALL TAPS TO EXISTING SEWER MAIN SHALL BE CLEAN CUT BY DRILLING OR CORING METHOD ONLY. NO "BREAK-IN" OR HAMMERING TAPS WILL BE ALLOWED. PRESENT CORED TAP COUPON FOR WASTEWATER UTILITY INSPECTION.
- WRAP EXISTING SEWER MAIN AND NEWLY INSTALLED SADDLE WITH PLASTIC PRIOR TO PLACING CONTROL DENSITY FILL (CDF). CDF SUBSTITUTIONS MAY BE MADE WITH CITY APPROVAL.
- IF TAPPING A NEW SADDLE ONTO A CIPP LINED SEWER MAIN, GENTLY DEMO AND REMOVE CONCRETE/CLAY HOST PIPE AND ATTACH NEW SADDLE DIRECTLY ONTO THE CIPP PIPE.

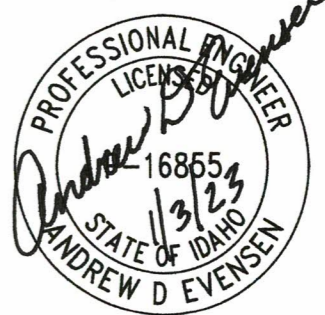
CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: _____
SEWER TAPPING SADDLE CITY ENGINEER, PE 10385 DATE: 9/20/21
 DWG NO. SS-7

NOTES THIS DETAIL:

- FOR TRENCHING WITHIN IMPROVED STREETS, TOP OF TRENCH WILL INCLUDE 12" OF 3/4" CRUSHED GRAVEL, AND HOT MIX ASPHALT, WITH THICKNESS TO MATCH EXISTING, WITH MINIMUM 4" THICKNESS.
- MINIMUM RELATIVE COMPACTION USING A MODIFIED PROCTOR (ASTM D-1557). SUBMIT ALL COMPACTION TEST REPORTS TO CITY.
- UNLESS PRE-APPROVED BY THE CITY, MINIMUM COVER OVER THE TOP OF ALL NEWLY INSTALLED PIPE TO FINISH GRADE SHALL BE 5 FEET (MIN.).
- BEDDING MATERIAL SHALL BE SAND, GRAVEL, CRUSHED AGGREGATE, OR NATIVE GRANULAR MATERIAL HAVING A SAND EQUIVALENT NO LESS THAN 12% BY WEIGHT PASSING A #200 SCREEN AND 100% PASSING A #4 SCREEN.
- CONTINUOUS #10 SOLID T.H.H.N. TRACER WIRE SHALL BE TAPED DIRECTLY TO TOP OF PIPE. ALL BREAKS SHALL BE SPLICED WITH 3M SPLICE KIT OR EQUIVALENT "WATERTIGHT" SPLICE KIT. TRACER WIRE SHALL EXTEND TO FINISH GRADE INSIDE ALL LOCATING WIRE BOXES AND SEWER STRUCTURES. LOCATE WIRE TO BE CONNECTED TO ALL SERVICE LINE LOCATE WRES WITH 3M SPLICE KITS.
- DETECTABLE WARNING TAPE MARKED "SEWER LINE BELOW" SHALL EXTEND CONTINUOUSLY 24" ABOVE ALL NEWLY INSTALLED SEWER LINES INCLUDING LATERALS.

CITY OF BONNERS FERRY STANDARD DRAWING APPROVED BY: _____
SEWER TRENCH BACKFILL CITY ENGINEER, PE 10385 DATE: 9/20/21
 DWG NO. SS-8

REVISION	DATE	MODIFICATION
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ISSUED FOR	REVIEW
ISSUED ON	###/##/20##
SHEET	7

EXHIBIT “E” OF DEVELOPMENT AGREEMENT

ALDAIRY ESTATES (FORMERLY JUDY’S SUBDIVISION), FILE #SUP012-23 & #S03-23 WARRANTY AND SURETY AGREEMENT

THIS EXHIBIT E IS A PART OF THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BONNERS FERRY (“City”), 7232 Main Street, Bonners Ferry Idaho, and Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, (“Landowner”), and hereby made a part of the executed agreement.

RECITALS

1. **Whereas**, the Landowner is the owner of certain real property located in the City of Bonners Ferry, a description of which is attached to the development agreement as **Exhibit A** (“Property”); and
2. **Whereas**, public improvements have been and will be constructed by the Landowner pursuant to required conditions of approval for the subdivision known by the preliminary plat name of Judy’s Subdivision and the proposed final plat name of Aldairy Estates, File #s SUP012-23 and S03-23, Bonners Ferry city records; and
3. **Whereas**, the Landowner is required by agreement with the City and the subdivision regulations of Bonners Ferry City Code (BFCC) § Section 12-4-3, to post security for the warranty of public infrastructure improvements completed for subdivision approval and for security for completion of certain improvements in lieu of completing those improvements prior to final plat, as follows:
 - a. **Completion of improvements or in lieu surety:** Before final plat recordation, the developer (Landowner) shall install required improvements and repair any existing streets and other public facilities damaged in the development of the subdivision, or execute and file with the council a secured agreement between the Landowner and the City of Bonners Ferry, specifying the period within which required improvements and repairs shall be completed (BFCC 12-4-3).
 - b. **Warranty for Repairs and Defects:** The developer (Landowner) shall be responsible for the successful operation and all repairs to the improvements for a two (2)-year period following their installation (BFCC 12-4-3A).
 - c. **“In Lieu” Surety Requirements for Improvements to be Completed:** The secured agreement shall be accompanied by a surety bond, cash deposit, certified check, irrevocable letter of credit or other form of security approved by the city attorney, in the amount of one hundred fifty percent (150%) of the estimated cost of construction for the improvements to be completed. In the event that the developer (Landowner) does not meet timely completion of the

improvements, the city may proceed against the guarantee. If the cost of completion of the improvements exceeds the amount of the guarantee, the city may recover the full cost and expenses thereof from the developer (Landowner).

- d. **Surety Requirements for Warranty:** The two (2) year warranty shall be accompanied by a bond or other security acceptable to the City in an amount equal to twenty five percent (25%) of cost of the total improvements.
4. **Whereas**, the public and subdivision improvements for which this warranty agreement is provided are enumerated in **Exhibit D** of the development agreement.
5. **NOW, THEREFORE**, the Landowner covenants and agrees to post security prior to final plat recordation for the warranty and surety in lieu of completion of any improvements of the public infrastructure improvements and other improvements listed in the attached **Exhibit D** that are not completed and certified as completed by the project engineer prior to final plat.
6. **FURTHER**, the Landowner covenants and agrees to post a warranty surety prior to final plat recordation for repairs and defects for completed improvements equal to twenty-five percent (25%) of the project engineer's estimated actual costs for construction of the improvements, plus pass-through costs for the purpose of a warranty guaranteeing the work and repair of any defects in the improvements that occur within two (2) years of the first acceptance of the completed work by the City ("Warranty Period"). City acceptance shall be determined as the time the Council approves the plat and authorizes the Mayor and Clerk to sign said plat.
7. The Landowner shall guarantee, for the sole benefit of the City, that the Landowner will perform all of its obligations not yet completed under this agreement. During the term of this Agreement, the Landowner may, with the written consent of the City, substitute for a performance guarantee submitted under this section another guarantee in the required amount and in one of the forms specified herein.
8. The sureties shall remain in full force until the City releases them after completion of the warranty periods as set forth herein.
9. The surety shall be established in the name of the City of Bonners Ferry, Idaho and shall authorize the city clerk to draw on the surety in the event the Landowner fails to replace or repair improvements or complete improvements as set forth in this agreement.
10. The Landowner shall not obtain permits for the construction of improvements or commence the construction of improvements until this agreement has been

completed and signed by the Landowner and the City and all applicable fees have been paid to date, as required by City ordinance or resolution.

- 11.** The Landowner shall retain an engineer of record, licensed as a professional engineer under the laws of the State of Idaho, to design and administer the construction of the improvements, including preparing plans and specifications, inspecting and controlling the quality of work and preparing the as-built data. The project engineer shall perform the work described herein in accordance with the City's required procedures for consulting engineers.
- 12.** The Landowner shall inform the City of the name and mailing address of the engineer of record it has retained to perform the duties described herein. The Landowner agrees that notice to the Landowner and engineer at the addresses so specified regarding the performance of such duties shall constitute notice to the Landowner. The Landowner shall promptly inform the City of any change in the information required under this agreement.
- 13.** The Landowner is responsible for the successful operation and all repairs to the public infrastructure improvements for a period of two (2) years from the first acceptance of the improvements ("Warranty Period").
- 14.** The City shall notify the Landowner in writing upon its discovery of any failure or defect covered by the warranty. The City shall notify the Landowner before conducting any test or inspections to determine the cause of failure or defect to the extent the circumstances will allow and shall notify the Landowner of the results of all such tests and inspection.
- 15.** The Landowner shall correct any failure or defect covered by the warranty within thirty (30) days of receiving notice of the failure or defect from the City. The Landowner shall correct the failure or defect at its own expense and to the satisfaction of the City.
- 16.** In the event the Landowner fails or refuses to complete said repairs to the improvements or to complete said improvements on or before the expiration of the Warranty Period, the City shall have the right to cash or make demand for, and receive payment of, said Surety, and apply the proceeds thereof to the repair of said improvements or completions and to do so without any recourse by the Landowner. Further, the City, its agents, contractors, or designees shall have the right to enter the subject property as necessary to carry out the completion of the repairs covered by this agreement. The City's attorney's fees in pursuit of such remedy shall be an allowed cost.

- 17.** In case of default by the Landowner, if the total cost of repairing or completing said improvements is less than the amount of the Surety, the difference between the actual cost of repairs and the amount of the Surety shall be paid to the Landowner. However, if the cost of repairs or improvements is greater than the amount of the Surety, the Landowner agrees to reimburse and hold harmless the City for any additional costs incurred by the City for said repairs.
- 18.** If the Landowner is not in default under this Agreement, the City may allow a proportionate reduction in amount of the performance guarantee in increments but not less than 25% of the warranty surety amount, plus the amount secured for work remaining to be performed under this Agreement and associated warranty surety.
- 19.** In case of an emergency affecting public health and safety, the City may make immediate required repairs and shall notify the Landowner and contractor as quickly as possible.
- 20.** The fact that the City takes any action, or omits to take any action authorized in this Agreement including, but not limited to, operation or routine maintenance of the improvements prior to acceptance or surveillance, inspections, review or approval of plans, tests or reports shall in no way limit the scope of the Landowner's warranty. The Landowner's warranty shall not extend to any failure or defect caused solely by changes in design, construction or materials required by the City.
- 21.** The City shall release any warranty guarantee that has not been used or encumbered under Sections 16 and 17 of this exhibit, upon final acceptance by the City of all improvements and the conclusion of the warranty period.

EXECUTED BY THE PARTIES ON THE DATES ACKNOWLEDGED IN THE FOLLOWING PAGES:

LANDOWNER: Timothy R. Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

Signed By:	
Landowner Name	Date
Acknowledgment:	
STATE OF _____)
COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that he executed the same on behalf of said trust.

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

 Notary Public for [state]
 Residing at: _____
 My commission expires: _____

(Seal)

LANDOWNER: Judith A. Graubart-Gorshe, Trustee of the Timothy R. Gorshe and Judith A. Graubart-Gorshe Living Trust dated March 4, 2019, and any amendments thereto.

Signed By:

Landowner Name

Date

Acknowledgment:

STATE OF _____)

COUNTY OF _____) SS.

On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared _____, known or identified to me to be the [person(s)] who executed the within instrument and acknowledged to me that she executed the same on behalf of said trust.

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

Notary Public for [state]

Residing at: _____

My commission expires: _____

(Seal)

CITY OF BONNERS FERRY, IDAHO

Signed By:	
Adam Arthur, City Council President	Date
Acknowledgment:	
STATE OF _____)
COUNTY OF _____) SS.
<p>On this _____ day of _____, 20__, before me, a Notary Public for the State of _____, personally appeared Adam Arthur, known or identified to me to be the person who executed the within instrument as Mayor of the City of Bonners Ferry, Idaho and acknowledged to me that he executed the same on freely and voluntarily in such capacity and on behalf said City as its authorized official.</p> <p>IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written</p> <p>_____</p> <p>Notary Public for [state]</p> <p>Residing at: _____</p> <p>My commission expires: _____</p> <p style="text-align: right;">(Seal)</p>	



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer/Administrator
DATE: May 31, 2024
RE: New Street Name

A new street was dedicated to the City that is located due east of Alderson Lane. Attached is a map that shows the street location and proximity to Alderson.



In discussions with the developer that dedicated the property, the name Taft Street has been proposed. I have checked to see what potential conflicts exist with that name, and one private street exists in the County that is called Tofte. I'm hoping to discuss this with you and see what your inclination is to adopt the name Taft Street.

Please call or email with any questions you may have for me.

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

TO: Mayor and City Council

FROM: Mike Klaus, City Engineer/Administrator

DATE: May 31, 2024

RE: Water and Sewer Mains to Serve Aldairy Estates (previously Judy's Subdivision)

By City ordinance, the Council has the authority to approve water and sewer main extensions. Attached with this memo is a set of sewer drawings that I have reviewed and find acceptable. The new sewer main is intended to serve the Aldairy Estates Subdivision. The developer that seeks to install this sewer main is also working with as engineer to provide plans for a water main extension in the same area, adjacent to Alderson Lane.

City staff has been working with the developer and recognizes that the proposed water main is a straightforward project that will serve approximately 5 proposed single family residential units.

I recommend that the City Council approve the attached sewer main drawings titled Judy's Subdivision Sewer Main Extension, and also authorize the City Engineer to review and approve the water main plans when they are submitted to the City.

Please call or email with any questions you may have for me.

Mike

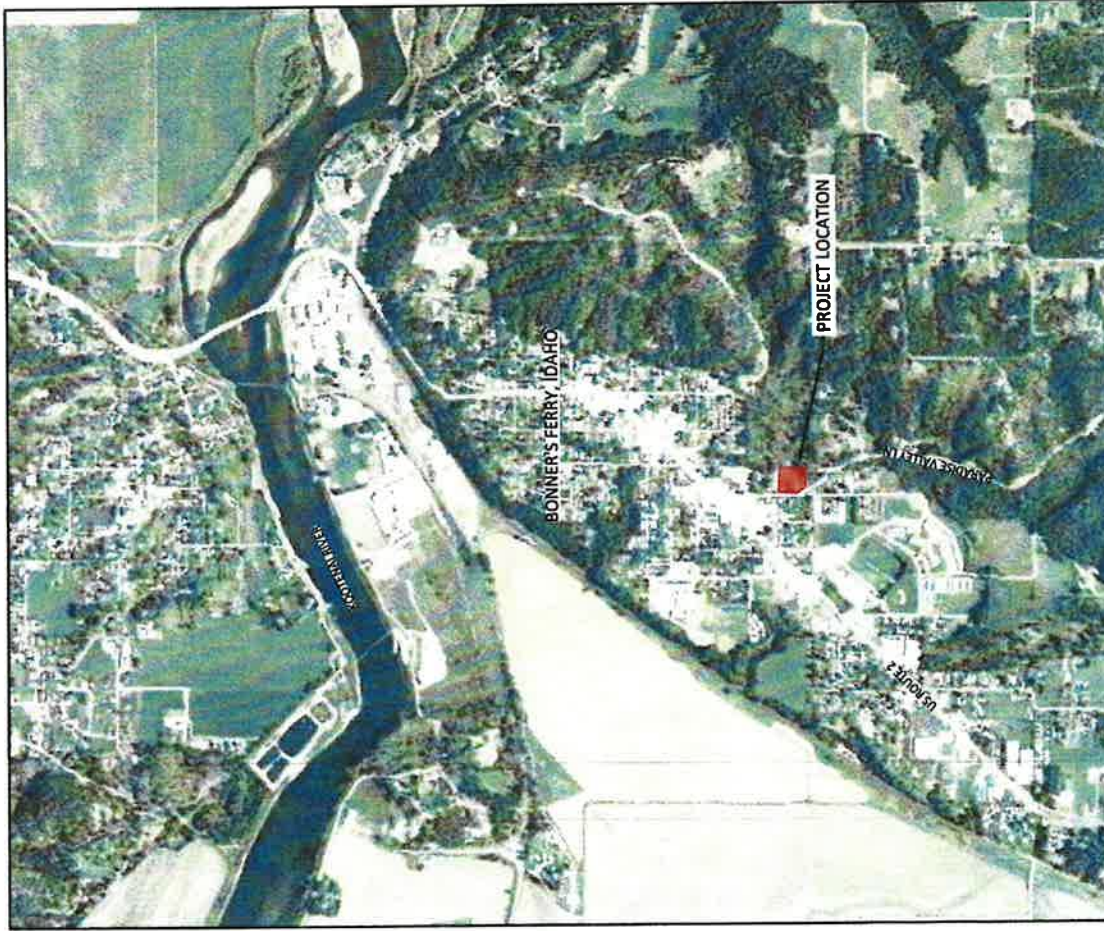
CONSTRUCTION PLANS FOR:
JUDY'S SUBDIVISION
SEWER MAIN EXTENSION

OWNED BY:
GRAUBART-GORSHE LIVING TRUST

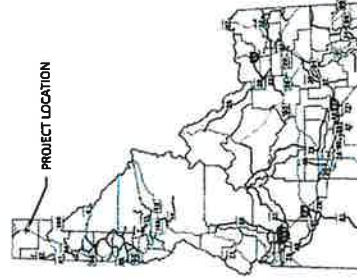
LOCATED IN:
BONNER'S FERRY, IDAHO

SHEET INDEX

1	COVER SHEET
2	NOTES & ABBREVIATIONS
3	LEGEND
4	SITE PLAN
5	SEWER MAIN PLAN & PROFILE
6	CITY SEWER DETAILS
7	CITY SEWER DETAILS



LOCATION MAP (NTS)



VICINITY MAP

CERTIFICATION
 I HEREBY CERTIFY THAT THE ATTACHED PLANS WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF IDAHO.

PROFESSIONAL ENGINEER
 P-16855
ANDREW D. EVENSEN
 8/16/2023
 DATE

JUDY'S SUBDIVISION SEWER MAIN EXTENSION

BONNERS'S FERRY, IDAHO
GRAUBART-GORSHE LIVING TRUST

NOTES & ABBREVIATIONS

DATE	BY
DATE	FOR
REVIEW	BY
DATE	ON
NO./REV./200#	
HEET	2

PC	POINT OF CURVATURE
PCC	PLAIN END, POLYETHYLENE
PE	POINT OF ENDEAVOR
PERP	PERPENDICULAR
P	POINT OF INTERSECTION
P1	PROPERTY LINE
P2	POINT OF REVERSE CURVATURE
PRC	PRELIMINARY
PREP	PREPARE, PREPARATION
PRDP	PROPOSED
PRFD	PRESSURE REDUCING VALVE
PRV	POUNDS PER SQUARE INCH
PSF	POUNDS PER SQUARE INCH
PSI	POINT, POINT OF TANGENCY
PT	POLYETHYLENE
PVC	POLYVINYL CHLORIDE
PVI	POINT OF VERTICAL INTERSECTION
PAV	PAVEMENT
R	RADIUS
RC	REINFORCED CONCRETE PIPE
RCP	REDUCER
RDOR	REINFORCEMENT BAR
REBAR	REINFORCEMENT BAR
REF	REQUIRED
RR	RAILROAD
RST	REINFORCING STEEL
RT	RIGHT
R/W	RIGHT-OF-WAY
S	SOUTH, SANITARY SEWER
SA	SANITARY
SAN	SCHEDULE
SD	STORM DRAIN
SE	SOUTH EAST
SCH	SECTION
SFK	SQUARE FOOT
SHT	SHEET
SLP	SLOPE
SPFC	SPECIFICATION
SQ	SQUARE
STL	STAINLESS STEEL
STA	STANDARD
STD	STANDARD
ST	STEEL
STRUC	STRUCTURE
SW	SOUTHWEST
TB	THRUST BLOCK
TBC	TOP BACK OF CURB
TEL	TELEPHONE
THRU	THROUGH
TRU	TYPICAL
UG	UNDERGROUND
UGP	UNDERGROUND POWER
UTL	UTILITY
VB	VALVE BOX
VERT	VERTICAL
W	WEST
W/L	WEST WATER
WTR	WOOD
W/	WITH
W/O	WITHOUT
WL	WETLAND
WT	WEIGHT
WV	WATER VALVE
WVR	WATER VALVE
XFR	CROSSING
XS	CROSS SECTION
YD	YARD

ABBREVIATIONS

A	ANGLE OF DEFLECTION, DELTA ANGLE
APPROX	APPROXIMATE
ASPH	ASPHALT
AVG	AVERAGE
BLDG	BUILDING
BM	BEAM, BENCHMARK
BOT	BOTTOM
BVC	BEGINNING VERTICAL CURVE
CB	CAST-IN-PLACE CONCRETE
CL	CENTER LINE
CI	CONTROL JOINT, CONTROL JOINT
CMP	CORRUGATED METAL PIPE
CO	CLEANOUT
CONC	CONCRETE
CONC	CONTROL PANEL, CONTROL POINT
CP	COUPLING
CPG	COURTESY
CTV	CURB TOLERANCE
CUBIC	CUBIC FEET
DI	DUCTILE IRON, DRAIN INLET
DIAM	DIAMETER
DIM	DIMENSION
DWD	DETECTABLE WARNING DEVICE
EA	EACH
ELEV	ELEVATION
EDP	EDGE OF PAVEMENT
END	END VERTICAL CURVE
EVC	ENDING VERTICAL CURVE
EX	EXPOSED
FEET	FEET
FET	FLARED END TERMINAL
FE	FINISHED FLOOR ELEVATION
FG	FIRE HYDRANT
FHYD	FIRE HYDRANT
FM	FORCE MAIN
FT	FOOTING
FT	FOOTING FITTING
FTS	FOOTING FITTING
G	GAGE GAUGE
GAL	GALLON
GALV	GALVANIZED
GNL	GRAVEL
HDPE	HIGH DENSITY POLYETHYLENE
HOR, HORIZ	HORIZONTAL
HYD	HYDRANT
ID	INVERT
IE	INVERT ELEVATION
IN	INCH
INVT	INVERT
INVT	LINEAR FEET
LEFT	LEFT
MANH	MANHOLE
MIN	MINIMUM
MI	METRIC
MPWS	MONTANA PUBLIC WORKS
N	NORTH
NE	NORTHEAST
NG	NATURAL GAS
NO	NUMBER
NS	NORTHWEST
NW	NORTHWEST
OD	OUTSIDE DIAMETER
OH	OVERHEAD
CHP	OVERHEAD POWER
OHT	OVERHEAD TELEPHONE



GENERAL NOTES

1. ALL WORK AND MATERIALS INCLUDED IN THESE PLANS SHALL BE SUPPLIED, CONSTRUCTED, AND TESTED IN ACCORDANCE WITH THE CRITERIA SET FORTH IN THE FOLLOWING REFERENCES:
 - 1.1. (RESOLUTION 2-1-2022)
 - 1.2. IDEA STANDARDS PER IDAPA 55.01.16
 - 1.3. IDAHO STANDARDS FOR PUBLIC WORKS
 - 1.4. CONSTRUCTION STANDARDS FOR PUBLIC WORKS
 - 1.5. RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES PER IAWQTA QW35

PRIMARY SPECIFICATIONS

1. ENGINEER OR OTHER AUTHORITY, IF THE DAMAGE POSES A SAFETY RISK, IT SHALL BE REPAIRED IMMEDIATELY.
2. ALL WASTE AND UNUSED MATERIALS SHALL BE PROPERLY DISPOSED OF AND NOT ALLOWED TO BE CARRIED OFF-SITE BY RUN-OFF OR WIND.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR QUALITY CONTROL TO ASSURE THAT ALL ASPECTS OF THE PROJECT ARE CONSTRUCTED IN ACCORDANCE WITH THE PLANS AND SPECIFICATIONS. THE CONTRACTOR SHALL PROVIDE ALL TESTING AS REQUIRED IN THE ISPMWC FIELD QUALITY CONTROL MANUAL.

SURVEY NOTES

1. THE PROJECT SURVEY WAS CONDUCTED ON A LOCAL COORDINATE SYSTEM.
2. EXISTING CONTOURS ARE TO EXISTING GROUND. THE INITIAL SITE SURVEY WAS COMPLETED IN 2022 AND MAY HAVE SINCE TRANSFORMED.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING ADDITIONAL CONTROL POINTS, IF NEEDED.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR FURNISHING AND SETTING CONSTRUCTION STAKES FOR LIMES AND BRACKETS. THE ENGINEER WILL PROVIDE STAKES FOR THE CONTRACTOR TO USE AFTER THE BID UPON RECEIPT OF ELECTRONIC FILE RELEASE AUTHORIZATION.
5. CONTRACTOR SHALL MAKE EVERY EFFORT POSSIBLE TO PRESERVE EXISTING SURVEY MONUMENTS, SUCH AS SECTION CORNERS, 1/4 CORNERS, PROPERTY PINS, ETC. IN THE EVENT A MONUMENT IS DESTROYED, MOVED OR OBSTRUCTED, CONTRACTOR SHALL NOTIFY SURVEYOR TO HAVE REPLACED AT CONTRACTOR'S EXPENSE.

EROSION CONTROL

1. IF NECESSARY, THE CONTRACTOR WILL BE RESPONSIBLE FOR DEVELOPING A STORM WATER POLLUTION PREVENTION PLAN (SWPPP), AS WELL AS SUBMITTING THE NOTICE OF INTENT (NOI) AND SWPPP TO THE ID DEPARTMENT OF ENVIRONMENTAL QUALITY FOR APPROVAL. ASSOCIATED FEES WILL BE PAID FOR AT THE CONTRACTOR'S EXPENSE. THE SWPPP SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW/APPROVAL PRIOR TO SUBMITTAL TO IDEL.
2. THE CONTRACTOR SHALL INSTALL AND MAINTAIN ALL EROSION CONTROL ELEMENTS AND BEST MANAGEMENT PRACTICES IN ACCORDANCE WITH THE APPROVED SWPPP.
3. CONTRACTOR SHALL INSPECT EROSION CONTROL ELEMENTS WEEKLY OR BIWEEKLY AND AFTER ALL STORM EVENTS EXCEEDING 1/4" OF RAIN AND DOCUMENT IN ACCORDANCE WITH THE REQUIREMENTS OF THE NOTICE OF INTENT AND THE SWPPP.
4. ALL CONSTRUCTION ACTIVITIES SHALL BE CONDUCTED IN A CIRCULAR SEQUENCE SO AS TO MINIMIZE THE AMOUNT OF BARE SOIL EXPOSED AT ANY ONE TIME. MAINTAIN EXISTING SITE VEGETATION OR GROUND COVER TO THE EXTENT AND LONGEST TIME POSSIBLE.
5. TOPSOIL SHALL BE STRIPPED TO FULL DEPTH FROM AREAS REQUIRING GRADING (OR DISTURBANCE) AND STOCKPILED FOR REPLACEMENT ONCE THE CONSTRUCTION ACTIVITY HAS BEEN COMPLETED. STAMPPING SHALL BE PHASED TO MINIMIZE DISTURBED AREAS.
6. CONTRACTOR SHALL REMOVE VEGETATION NECESSARY, UNLESS OTHERWISE INDICATED, WITHIN THE PROPOSED CONSTRUCTION AREA TO COMPLETE THE PROPOSED ACTIVITIES. ALL REFUSE MATERIAL SHALL BE HAULED OFF SITE AND DISPOSED OF IN AN ACCEPTABLE MANNER.



LEGEND

LINES

EXISTING	PROPOSED	DESCRIPTION
		CABLE TV LINE
		FIBER OPTIC LINE
		GAS LINE
		IRRIGATION LINE
		OVERHEAD POWER LINE
		UNDERGROUND POWER LINE
		SANITARY SEWER LINE
		SANITARY SEWER FORCEMAIN LINE
		STORM DRAIN LINE
		OVERHEAD TELEPHONE LINE
		UNDERGROUND TELEPHONE LINE
		WATER LINE
		WATER SERVICE LINE
		DITCH
		CHAINLINK FENCE
		BARBED WIRE FENCE
		WOOD FENCE
		FILTER FENCE
		GUARDRAIL
		WATER EDGE
		WETLAND
		RAILROAD
		PROPERTY/LOT LINE
		PROPERTY EASEMENT
		PROPERTY SETBACK
		RIGHT-OF-WAY
		GRAVEL ROAD
		PAVED ROAD
		PAVED ROAD

GENERAL NOTES

- THIS IS A STANDARD LEGEND. THEREFORE, NOT ALL SYMBOLS AND LINES MAY BE USED ON THIS PROJECT.
- LINE WEIGHTS/SCALES MAY VARY FROM SHEET-TO-SHEET TO DRAW SPECIAL EMPHASIS ON THE SUBJECT OF THE SHEET.

TOPOGRAPHIC SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		BORING
		MONITORING WELL
		TEST PIT
		BOLLARD
		MAIL BOX
		SIGN
		SIGN-DOUBLE
		DELINICATOR
		MILE POST
		STUMP
		SHRUB/BUSH
		TREE-CONIFER
		TREE-DECIDUOUS

SURVEY SYMBOLS

EXISTING	FOUND	DESCRIPTION
		QUARTER SECTION CORNER
		SECTION CORNER
		SIXTEENTH SECTION CORNER
		BENCHMARK
		CONTROL POINT
		OWNERSHIP TIE
		PROPERTY PIN

SIGNALIZATION SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		TRAFFIC SIGNAL CABINET
		TRAFFIC SIGNAL POLE

MISCELLANEOUS SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		BUILDING



GAS/POWER/TELEPHONE SYMBOLS

EXISTING	PROPOSED	DESCRIPTION
		COM MANHOLE
		COM VAULT
		GAS METER
		GAS MANHOLE
		GAS RISER
		GAS VALVE
		LIGHT POLE
		POWER MANHOLE
		POWER RISER
		PAD MOUNTED TRANSFORMER
		POWER VAULT
		STREET LIGHT POLE
		TELEPHONE MANHOLE
		TELEPHONE RISER
		TELEPHONE VAULT
		CABLE TV RISER
		CABLE TV VAULT
		UTILITY POLE
		GUY WIRE

CHANNELIZATION SYMBOLS

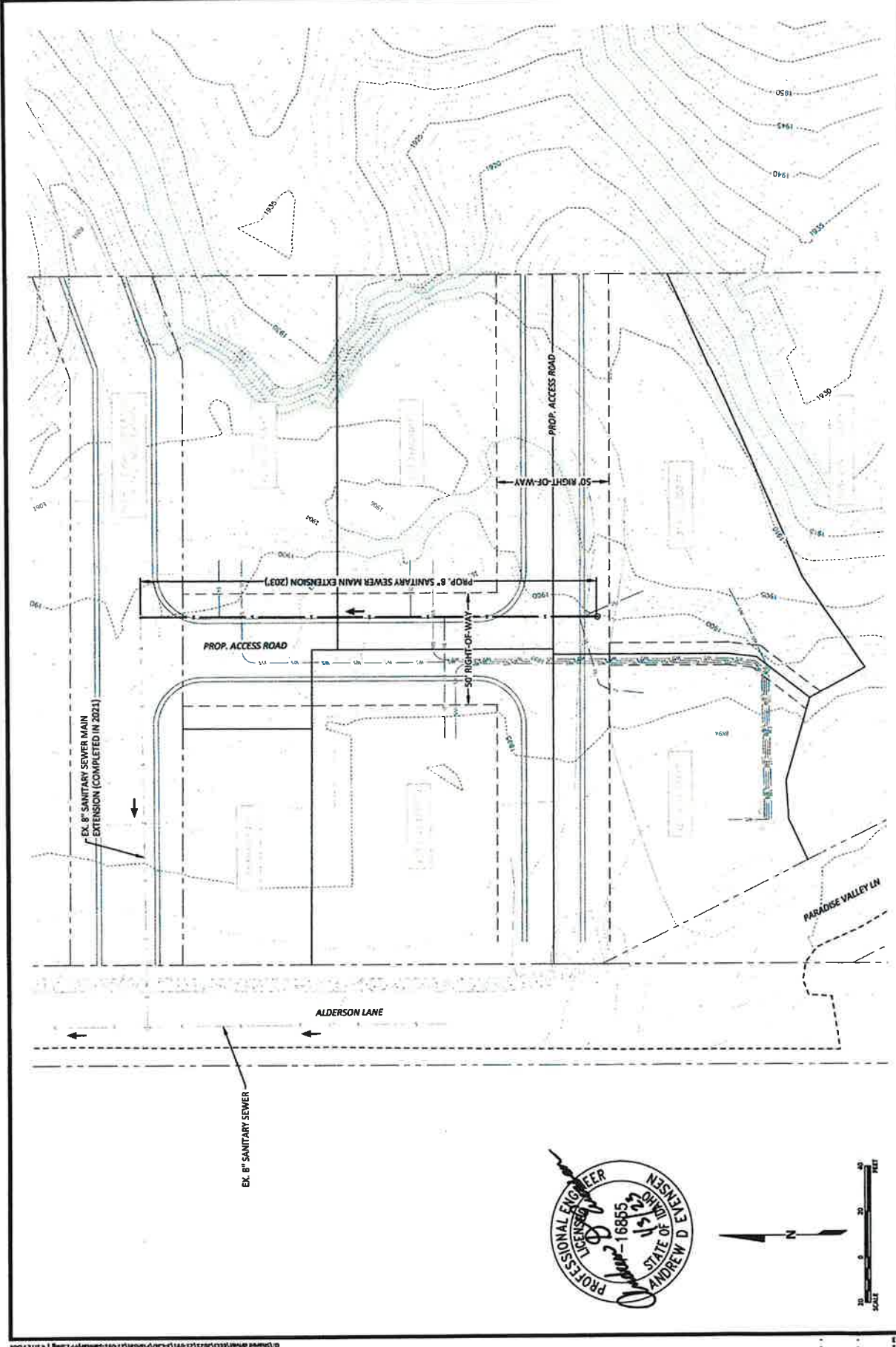
EXISTING	PROPOSED	DESCRIPTION
		2-WAY LEFT ARROW
		BIKE LANE
		HOV LANE
		HANDICAP
		LEFT-RIGHT ARROW
		LEFT-RT-ST ARROW
		LEFT-STRAIGHT ARROW
		LEFT ARROW
		ONLY
		RAILROAD ARROW
		RIGHT-STRAIGHT ARROW
		RIGHT ARROW
		STOP
		STRAIGHT ARROW
		SCHOOL

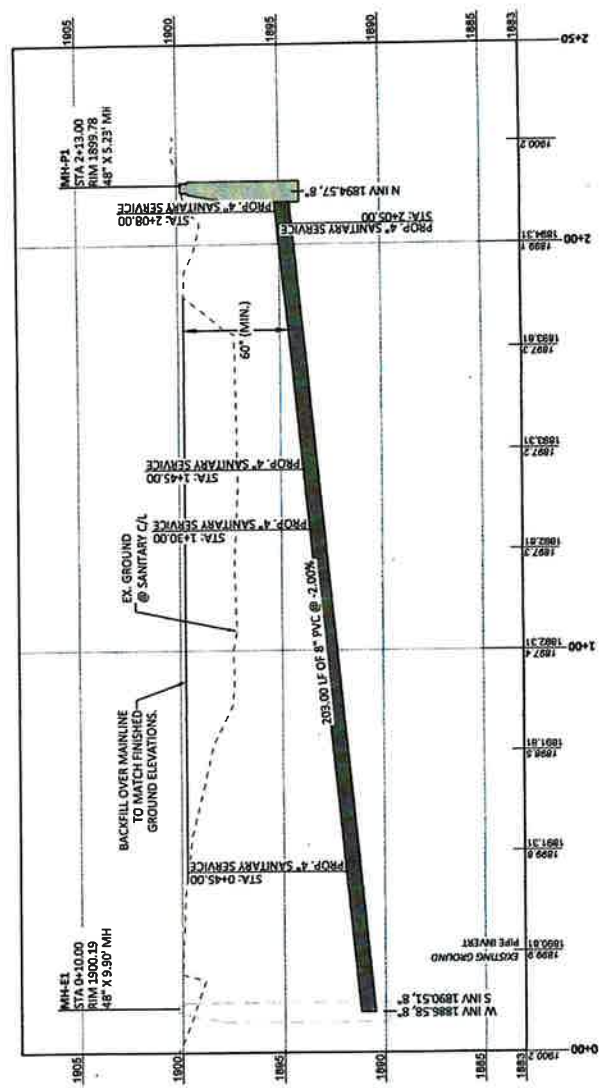
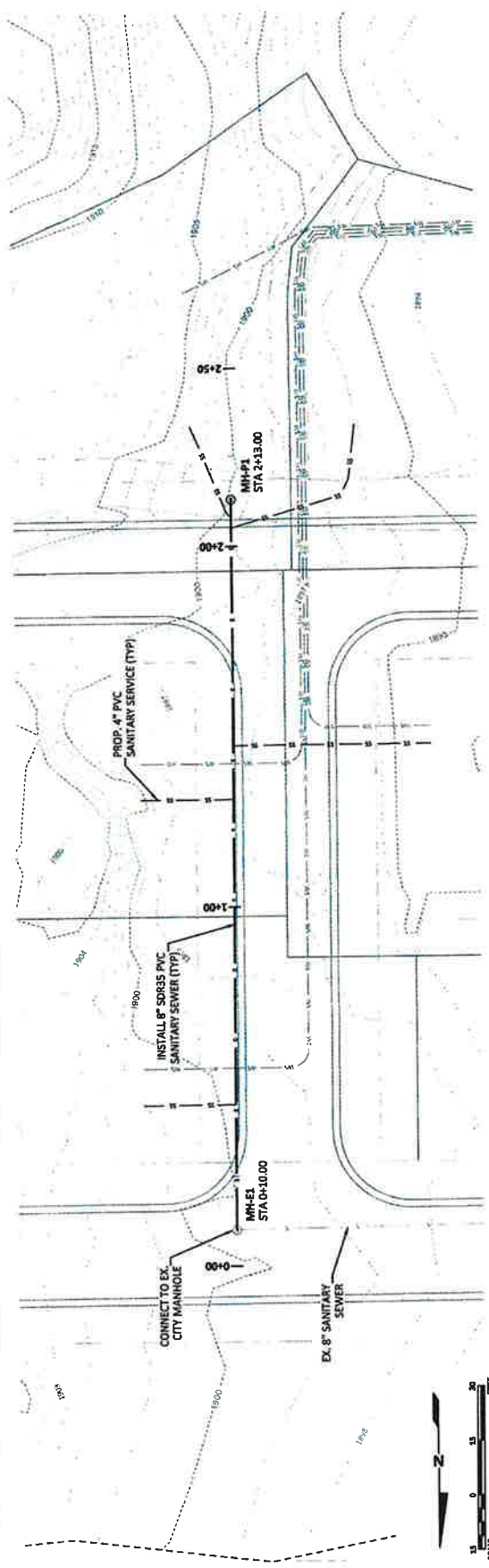
WATER SYSTEM SYMBOLS

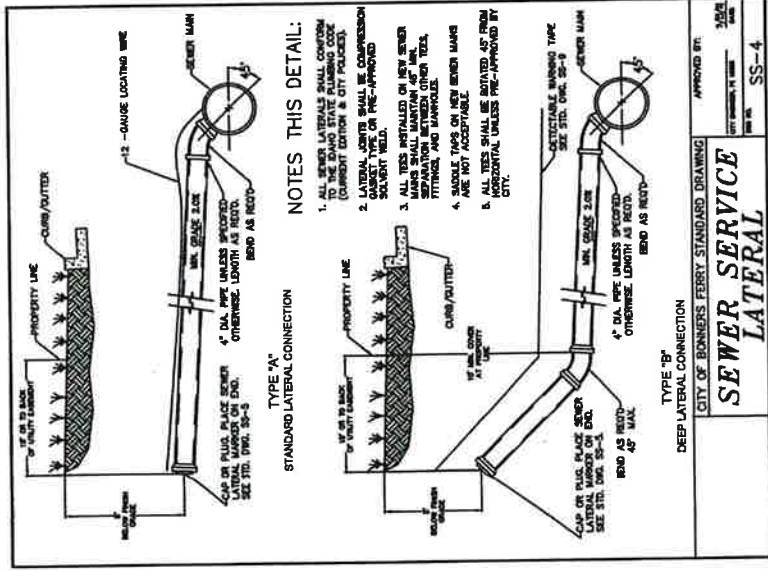
EXISTING	PROPOSED	DESCRIPTION
		11.25° BEND
		22.50° BEND
		45° BEND
		90° BEND
		AIR RELIEF VALVE
		BUTTERFLY VALVE
		CAP
		CHECK VALVE
		COUPLING
		CLUB STOP
		WELL
		FROST FREE HYDRANT
		FIRE HYDRANT
		GATE VALVE
		WATER METER
		WATER MANHOLE
		PLUG VALVE
		REDUCER
		WATER TAP
		TEE
		CROSS
		WATER SERVICE

SANITARY/STORM SEWER SYMBOLS

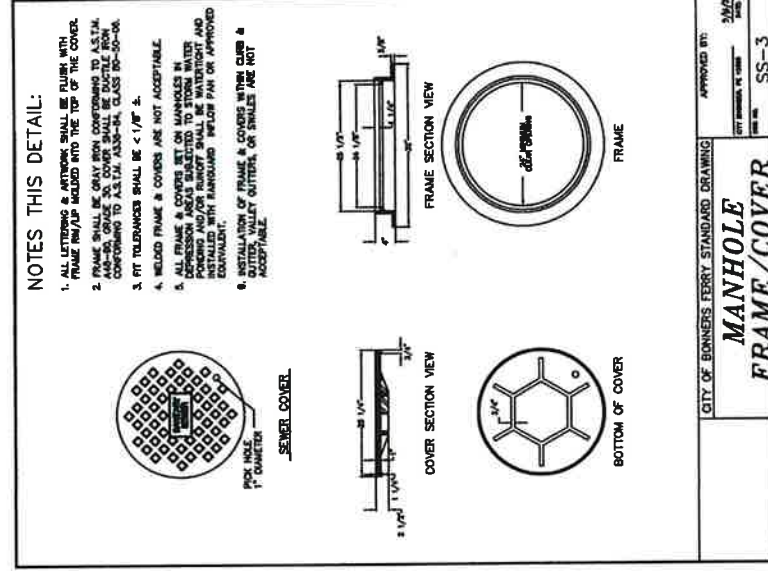
EXISTING	PROPOSED	DESCRIPTION
		STORM CURB INLET
		STORM ROUND INLET
		STORM SQUARE INLET
		STORM MANHOLE
		SANITARY CLEANOUT
		SANITARY LAMPHOLE
		SANITARY MANHOLE
		SANITARY TAMS
		SANITARY SERVICE
		STORM POND
		DRAINFIELD
		DRAINAGE DIRECTION ARROW



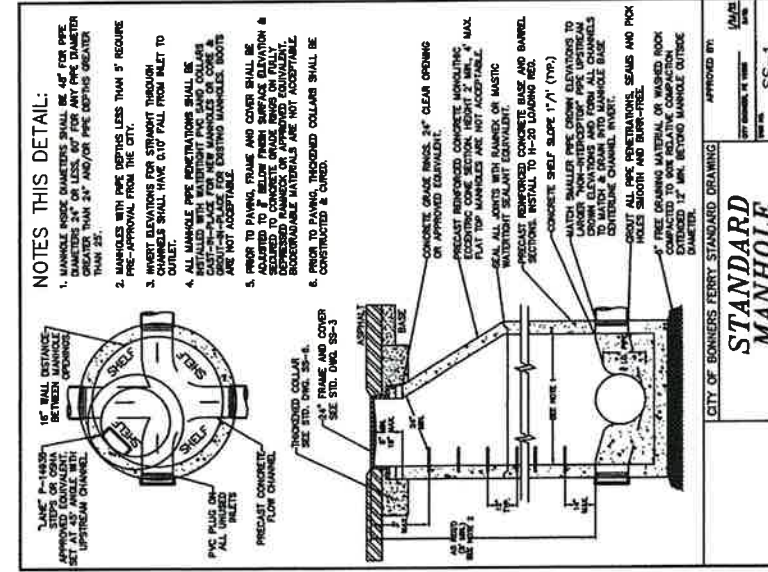




- NOTES THIS DETAIL:**
1. ALL SEWER LATERALS SHALL CONFORM TO THE IDAHO STATE PLUMBING CODE (CURRENT EDITION & CITY POLICES).
 2. LATERAL JOINTS SHALL BE COMPRESSION JOINTS ON PRE-APPROVED SCHEDULE 40 OR 80 STEEL WELLS.
 3. ALL TEES INSTALLED ON SEWER MAINS SHALL MAINTAIN 45° MIN. SEPARATION BETWEEN OTHER TEES, FITTINGS, AND BARRIERS.
 4. SINGLE TEES ON SEWER MAINS ARE NOT ACCEPTABLE.
 5. ALL SEWER MAINS SHALL BE INSTALLED AS PER CITY POLICES UNLESS PRE-APPROVED BY CITY.



- NOTES THIS DETAIL:**
1. ALL LETTERING & ARTWORK SHALL BE FLUSH WITH FRAME RIM/UP MOLDED INTO THE TOP OF THE COVER.
 2. FRAME SHALL BE GRAY IRON CONFORMING TO A.S.T.M. A148-80, GRADE 30. COVER SHALL BE DUCTILE IRON CONFORMING TO A.S.T.M. A153-84, CLASS 50-50-40.
 3. FIT TOLERANCES SHALL BE < 1/8\"/>
 4. MOLDED FRAME & COVERS ARE NOT ACCEPTABLE.
 5. ALL FRAME & COVERS SET ON MANHOLES IN DEPRESSION AREAS SHALL BE TO STORM WATER PONDING AND/OR RUNOFF SHALL BE WATERPROOF AND FINISHED WITH FINISHING BEFORE PAINT OR APPROVED EQUIVALENT.
 6. INSTALLATION OF FRAME & COVERS WITH CURB & GUTTER, VALLEY OUTLET, OR SLOTTES ARE NOT ACCEPTABLE.



- NOTES THIS DETAIL:**
1. MANHOLE INSIDE DIAMETERS SHALL BE 48\"/>
 2. MANHOLES WITH PIPE DEPTHS LESS THAN 5' REQUIRE PRE-APPROVAL FROM THE CITY.
 3. MINOR ELEVATIONS FOR STRAIGHT THROUGH MANHOLES SHALL HAVE CITY FALL FROM RIM TO OUTLET.
 4. ALL MANHOLE PIPE PENETRATIONS SHALL BE RETICULATED WITH WATERPROOF PIPE SAND COLLAR DETAIL WITH 1\"/>
 5. PRIOR TO PAVING, FRAME AND COVER SHALL BE ADJUSTED TO 2\"/>
 6. PRIOR TO PAVING, THROUGH COLLAR SHALL BE CONSTRUCTED & CURED.

- CONCRETE GRADE RINGS, 24\"/>
- PRECAST REINFORCED CONCRETE MONOLITHIC, 12\"/>
- SEAL ALL JOINTS WITH BANNED, OR MASTIC WATERPROOF SEALANT EQUIVALENT.

PRECAST REINFORCED CONCRETE BASE AND BARRIL SECTION, INSTALL TO H-20 LOADING REQ.

CONCRETE SHELF SLOPE 17 1/2\"/>

MATCH SMALLER PIPE CROWN ELEVATIONS TO DOWN SLOPE AND MATCH TO ALL CHANNELS TO MATCH & DRAIN INTO MANHOLE BASE DISTRIBUTING CHANNEL INVERT.

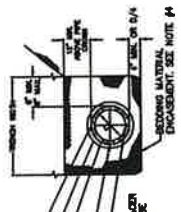
REMOVE ALL PIPE PENETRATIONS, SEAMS AND JOINTS FROM ALL PIPE PENETRATIONS.

24\"/>



NOTES THIS DETAIL:

1. MANHOLE SHALL BE INSTALLED ON BAYED STREETS. TOP OF TRENCH SHALL INCLUDE 12" OF 4" GRADED GRAVEL AND NOT BE ASPHALT, WITH 1" THICKNESS. EXISTING, WITH MINIMUM 4" THICKNESS.
2. MANHOLE RELATIVE COMPACTATION USING A MOORED TEST REPORT TO CITY.
3. UNLESS PRE-APPROVED BY THE CITY, MINIMUM COVER OVER THE TOP OF ALL NEWLY INSTALLED PIPE TO FINISH GRADE SHALL BE 5 FEET (MIN.).
4. BEDDING MATERIAL SHALL BE SAND, GRAVEL, OR UNWATER-REDUCED PORTLAND CEMENT CONCRETE. UNWATER-REDUCED PORTLAND CEMENT CONCRETE SHALL BE EQUIVALENT TO LESS THAN 10% BY WEIGHT PASSING A #4 SIEVE, AND 100% PASSING A #10 SIEVE.
5. CONTINUOUS AND SOLID TRUNKS, TRUNKS WITH BRACES SHALL BE SEALED WITH 3/4" SPACE FIT OR EQUIVALENT WATERPROOFING TAPE. TRUNKS SHALL BE SEALED WITH 3/4" SPACE FIT OR EQUIVALENT WATERPROOFING TAPE. TRUNKS SHALL BE SEALED WITH 3/4" SPACE FIT OR EQUIVALENT WATERPROOFING TAPE. TRUNKS SHALL BE SEALED WITH 3/4" SPACE FIT OR EQUIVALENT WATERPROOFING TAPE. TRUNKS SHALL BE SEALED WITH 3/4" SPACE FIT OR EQUIVALENT WATERPROOFING TAPE.
6. DETECTABLE WARNING COORDINATION SHALL BE ALL NEWLY INSTALLED SEWER LINES FOLLOWING LATERALS.



TYPE C TRENCH
 REQUIRED WHEN HARD ROCK OR
 SOFT SOIL IS PRESENT TO THE
 FRONT OF BELOW SPRINKLER.

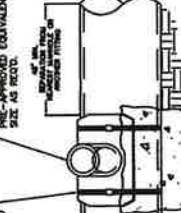
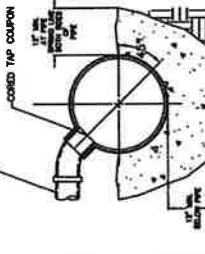
TYPE B TRENCH
 REQUIRED WHEN HARD ROCK OR
 SOFT SOIL IS PRESENT TO THE
 FRONT OF BELOW SPRINKLER.

SEWER TRENCH BACKFILL

CITY OF BONNER'S FERRY STANDARD DRAWING
 APPROVED BY: [Signature]
 DATE: [Blank]
 SHEET NO.: SS-B

NOTES THIS DETAIL:

1. TAP SADDLES ARE ONLY USED WHEN CONNECTING A NEW SEWER LATERAL TO AN EXISTING SEWER MAIN AND MUST BE PRE-APPROVED BY THE CITY.
2. ALL SADDLES SHALL BE SIZED BASED ON THE EXISTING SEWER MAIN SIZE AND THE NEW SEWER MAIN OR PLASTIC LINED PIPE (CLPP).
3. TWO (2) STANDARD STEEL THREADED STAYS CAPABLE OF 500 LBS. TENSILE SHALL BE INSTALLED TO SUPPORT THE TAP. TAPS SHALL BE SADDLED AND NOT PASSE-PASSE.
4. SADDLES SHALL BE SIZED TO FIT THE EXISTING SEWER MAIN AND THE NEW SEWER MAIN. SADDLES SHALL BE SIZED TO FIT THE EXISTING SEWER MAIN AND THE NEW SEWER MAIN.
5. ALL TAPS TO EXISTING SEWER MAIN SHALL BE MADE WITH 3/4" DIA. PIPE AND SHALL BE SIZED TO FIT THE EXISTING SEWER MAIN AND THE NEW SEWER MAIN.
6. TAP SADDLES SHALL BE INSTALLED TO THE EXISTING SEWER MAIN AND SHALL BE SIZED TO FIT THE EXISTING SEWER MAIN AND THE NEW SEWER MAIN.
7. NEW MAIN SHALL BE INSTALLED AND ATTACH NEW SADDLE DIRECTLY ONTO THE EXISTING SEWER MAIN.



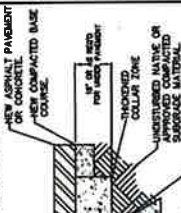
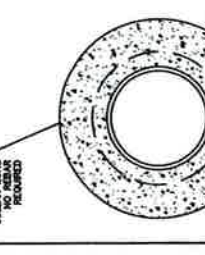
TYPE A TRENCH
 REQUIRED WHEN HARD ROCK OR
 SOFT SOIL IS PRESENT TO THE
 FRONT OF BELOW SPRINKLER.

SEWER TAPPING SADDLE

CITY OF BONNER'S FERRY STANDARD DRAWING
 APPROVED BY: [Signature]
 DATE: 2/2/24
 SHEET NO.: SS-7

NOTES THIS DETAIL:

1. THROCKED COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOXES. COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOXES.
2. COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOXES.
3. COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOXES.
4. COLLARS SHALL BE INSTALLED AROUND ALL SEWER MANHOLES, CLEANOUTS AND VALVE BOXES.



OFF PAVEMENT SECTION
 NEW STREET PAVEMENT SECTION

MANHOLE COLLAR

CITY OF BONNER'S FERRY STANDARD DRAWING
 APPROVED BY: [Signature]
 DATE: [Blank]
 SHEET NO.: SS-6