

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

AGENDA

SPECIAL CITY COUNCIL MEETING

Bonners Ferry City Hall

7232 Main Street

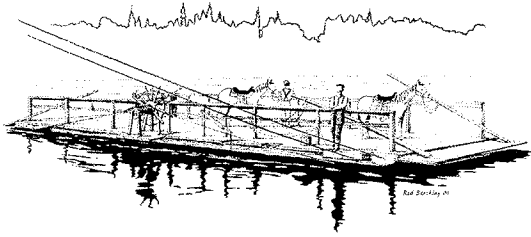
267-3105

February 26, 2019

5:30 pm

1. Electric – Consider Approval of Sonar Survey for Silt Removal Project (attachment) {action item}
2. Planning and Zoning – Discuss Lonborg Annexation Agreement (attachment) {action item}

ADJOURNMENT



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: February 22, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Moyie Hydro - Sonar Survey for Silt Removal Project**

I anticipate removing silt from behind the Moyie Dam in April of this year, since we have recently obtained the approval necessary from the FERC. Part of the project will require estimating the amount of material removed. Measuring the actual amount of silt and debris is typically completed by counting the number of truckloads hauled off. This method is not exact and requires someone to always be on-site to count loads on the City's behalf.

I have asked AUS to provide the City with a quote to complete a sonar survey of the bottom of the river behind the dam, before and after silt removal. With the information from the two surveys, the City will know exactly how much material has been removed. AUS will calculate the difference between the pre and post surfaces and provide us with the exact volume of material removed. AUS will also provide the City with electronic and paper copies, developed in AutoCad, of the two surveys.

I recommend that the Council approve the request to commission the sonar survey as shown in the attachment from AUS for \$18,400.

Please let me know if you have any questions.

Thank you,

Mike



AUS

ASSOCIATED UNDERWATER SERVICES

February 14, 2019

Mike Klaus
City of Bonners Ferry

RE: Moyie Dam – Sonar Survey

Mike,

Associated Underwater Services is pleased to provide a Quote to perform a Multi-Beam Sonar Survey at Moyie Dam.

Pre-Dredge Survey	\$9,200.00
Post Dredge Survey	\$9,200.00

This price includes the following:

- 2 Man Survey Crew
- One Ton Truck
- Survey Boat
- Sonar System
- Hydrographic Drawings showing contours and elevations (In CAD)
- Calculated volume change from Pre-Dredge to Post Dredge

City of Bonners Ferry to Provide:

- Snow Removal at the boat launch
- Exposed Survey Monuments with coordinates

All work will be performed in accordance with the Association of Diving Contractors Consensus Safety Standards, OSHA Regulations, and the AUS Safe Practices Manual.

Please contact me if you have any questions.

Kirk Neumann

Kirk Neumann

CITY OF BONNERS FERRY, IDAHO
ANNEXATION AGREEMENT
LONBORG ANNEXATION
(File #AN02-18)

THIS AGREEMENT is made effective this _____ day of _____, 2019, by and between the **City of Bonners Ferry**, 7232 Main Street, Bonners Ferry, Idaho 83805, a municipal corporation organized pursuant to the laws of the State of Idaho, hereinafter termed the “City,” and, **Dolf K. and Lillian P. Lonborg, 7450 Wild Horse Lane, Bonners Ferry, Idaho 83805, Husband and Wife**, hereinafter termed the “Owner.”

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

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

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

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

1. **Purpose:**
Owner enters into this Agreement to obtain annexation of the Described Lands, while City seeks to obtain partial mitigation of the effects of annexation of the Described Lands. Owner acknowledges that city has no duty to annex the Described Lands and that the promises of Owner constitute an inducement for City to do so. The term “Owner” is deemed to include any successor in interest in the Described Lands.
2. **Prerequisites:**
Upon proper execution and recordation of this Agreement, and upon performance of the prerequisite steps called for herein, the City will, to the extent lawfully permitted, adopt and thereafter publish an ordinance annexing Owner’s property. Prior to recordation of the annexation:
 - 2A. The Owner shall pay any and all fees associated with the annexation process, outlined in paragraph 6.1 herein.
 - 2B. I.The current single-wide manufactured home located on the described lands does not conform with Bonners Ferry City Code §11-9-3, manufactured home standards. Prior to annexation, the Owner agrees bring the property into

compliance with the City's zoning laws pertaining to both manufactured homes and building codes.

II. Prior to the annexing of lands, the property shall conform to the City's zoning regulations, including the regulations pertaining to the allowances of manufactured homes within City limits and building codes in relation to manufacture home placement standards and snow roof loading requirements.

III. Prior to the annexation of lands, the property shall conform with City zoning and building laws.

3. ***Annexation***

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

3A. *Utilities:*

(1) Upon execution of this agreement, and annexation of lands, the City shall serve the above described property with one (1) equivalent residential unit (ERU) of City designated public water, in accordance with the maximum density as provided for in Section 3B(1) of this agreement. The Owner agrees to be responsible for all required fees and charges including all connection and/or capitalization charges generally applicable at the time service is requested and is responsible for any and all installation and construction cost. Design, installation and construction are subject to review and approval by the City of Bonners Ferry and shall be in accordance with such requirements as provided with City water standards. Such approval may also be subject to review and acceptance by the Idaho Department of Environmental Quality or other such agencies having rights of review and authority over said work.

(2) The City's closest sewer main is located at Sundance Street. As part of this annexation agreement, the City is not required to bring sewer services to the property, nor will the City bear any costs to extend a sewer main to serve the property. As such, any future extensions of sewer to serve this property specifically shall come at the request and cost of the landowner.

(3) Kaniksu Street will not be partially or wholly within the City, if annexation is approved. Therefore, the City will continue to maintain Kaniksu Street to Wild Horse Lane, but not beyond.

3B. *Future Zoning and Development Density:*

(1) Upon annexation, the property will be designated "Residential" on the comprehensive plan and zoned as Residential AA, with a maximum allowed density of one (1) single-family residence on the Described Lands.

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

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

5. ***Applicable Standards:***

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

6. ***Consideration:***

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

6.1 Prior to annexation, the Owner thereof shall pay the all itemized costs associated with processing the annexation. The City has determined that reasonable fee to accommodate this file is provided below. Both parties agree that this sum is to be paid as an application fee, as distinguished from an impact or capital facilities fee, which might otherwise be an obligation associated with development of the Described Lands.

Fee Structure:	Cost of processing file:	\$Actual Cost
	Notification / Mailings	<u>\$Actual Cost</u>

All fees will be itemized by the City and shall be paid by the owner prior to the ordinance being brought to City Council.

7. ***Severability:***

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

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

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

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

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

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

CITY OF BONNERS FERRY

By: _____
David Sims, Mayor

Attest: _____
Christine McNair, City Clerk

OWNER(S):

By: _____
Dolf K. Lonborg, Owner

By: _____
Lillian P. Lonborg, Owner

DRAFT

ACKNOWLEDGMENTS

STATE OF IDAHO)
 :ss
County of Boundary)

On this ____ day of _____, 2019, before me, a Notary for the state of Idaho, personally appeared **David Sims** and Christine McNair, known, or identified to me to be the **Mayor** and **City Clerk**, respectively of the City of Bonners Ferry, Boundary County, Idaho, executing the herein instrument, and acknowledged to me that such City of Bonners Ferry executed the same.

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

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

STATE OF IDAHO)
 :ss
County of Boundary)

On this ___ day of _____, 2019, before me, a Notary for the state of Idaho, personally appeared **Dolf K. and Lillian P. Lonborg**, known , or identified to me to be the Owners that executed this instrument or the person(s) who executed the instrument.

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

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