

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.

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
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
February 18, 2014
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of February 4, 2014 Regular Council Meeting Minutes

OLD BUSINESS

5. City – Second Reading of Ordinance Amending Title 5, Chapter 3, Article B of Bonners Ferry City Code Pertaining to Dogs (attachment)

NEW BUSINESS

6. City – Discuss Document Storage for Urban Renewal Agency (attachment)
7. City – First Reading of Ordinance Amending Title 5, Chapter 4, Bonners Ferry City Code Concerning Curfew for Minors (attachment)
8. Police – Approve Purchase of Used Patrol Vehicle (attachment)
9. Water/Sewer – Authorize Water/Sewer Departments to Participate in Earth Day Fair (attachment)
10. Golf – Discuss Kootenai View Golf Resources Proposed Lease (attachment)

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

- 11. Electric – Information from Army Corp of Engineers RE: Policy for Initial and Continuing Eligibility Criteria for Levees (attachment)
- 12. City – Meeting with Brigadier General Richy, Director of Idaho Bureau of Homeland Security, on February 27, 2014 at 11:00 a.m. at Boundary County Commissioners Office (attachment)
- 13. City – Meeting with Idaho Transportation Department to Discuss Highway 95 Project on March 6, 2014 at 4:00 p.m. at Boundary County Middle School Cafeteria

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING VARIOUS SECTIONS WITHIN BONNERS FERRY CITY CODE TITLE FIVE, CHAPTER THREE, ARTICLE B, PERTAINING TO CONTROL OF DOGS IN THE CITY LIMITS; AMENDING THE DEFINITION OF "DOG" SET FORTH IN SECTION 5-3B-1; AMENDING SECTION 5-3B-5 PERTAINING TO THE PROSECUTION OF THE CRIME OF DOGS RUNNING AT LARGE; AMENDING SECTION 5-3B-6 SUBSECTION A, CONCERNING THE DEFINITION OF A NUISANCE DOG; AMENDING SECTION 5-3B-6 SUBSECTION D, CONCERNING THE PENALTIES AND IMPOUND FEES FOR NUISANCE DOGS; AMENDING SECTION 5-3B-8 CONCERNING THE PENALTY FOR UNLICENSED DOGS; AMENDING SECTION 5-3B-11 CONCERNING POSSESSION OF A VICIOUS ANIMAL; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to amend the ordinance pertaining to the control of dogs in the city limits of the City of Bonners Ferry including amending the definition of "dog" within Bonners Ferry City Code Title Five, Chapter Three, Article B, Section One; to amend subsection A and delete subsection B of Bonners Ferry City Code Title Five, Chapter Three, Article B, Section Five, concerning prosecution of the crime of dogs running at large in order to eliminate conflict with Idaho State Code; to amend the definition of a nuisance dog in subsection A of Bonners Ferry City Code Title Five, Chapter Three, Article B, Section Six, in order to eliminate conflict with Idaho State Code; to amend subsection D of Bonners Ferry City Code Title Five, Chapter Three, Article B, Section Six, to adjust and clarify the penalties and impound fees for nuisance dogs; to amend Bonners Ferry City Code Title Five, Chapter Three, Article B, Section Eight, to establish an infraction offense with a set penalty for unlicensed dogs; and to amend subsection A of Bonners Ferry City Code Title Five, Chapter Three, Article B, Section Eleven, to provide for prosecution of the possession of a vicious animal under Idaho Code.

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

Section 1: That Bonners Ferry City Code Section 5-3B-1 is hereby amended as follows:

DOG: Any dog whose owner resides within the incorporated limits of the city or any dog which enters the city limits.

Section 2: That Bonners Ferry City Code Section 5-3B-5 is hereby amended as follows:

RUNNING AT LARGE:

~~A. Infraction: No dog shall be allowed to run at large within the city limits and the owner of such dog shall be guilty of an infraction. Any violation of this section shall be prosecuted in accordance with Idaho Code § 25-2805, DOGS RUNNING AT LARGE.~~

~~B. Misdemeanor: No female dog in time of heat, vicious or mad dog shall be permitted to run at large within the city limits, and the owner of such dog shall be guilty of a misdemeanor.~~

Section 3: That Bonners Ferry City Code Section 5-3B-6 is hereby amended as follows:

A. Nuisance Defined: A dog is a "nuisance" if it: incessantly barks so as to cause a disturbance.

- ~~1. Chases cars or becomes a hazard to the driving public;~~
- ~~2. Damages private or public property by thereon digging, defecating, urinating, burying, breaking, tramping or getting into garbage cans;~~
- ~~3. Bites any person;~~
- ~~4. Incessantly barks so as to cause a disturbance; or~~
- ~~5. Is on school grounds during school hours.~~

D. Penalty:

1. First Offense: Any owner convicted of having a dog or dogs that is or are a nuisance shall be fined a sum not to be less than fifteen dollars (\$15.00) for a first offense; guilty of an infraction and fined \$50.00 for a first offense.
2. Second Offense: Any owner convicted of having a dog or dogs that is or are a nuisance shall be fined a sum not to be less than thirty dollars (\$30.00) for a second offense; guilty of an infraction and fined \$100.00 for a second offense.
3. Third And Subsequent Offenses: Any owner convicted of having a dog or dogs that is or are a nuisance shall be fined a sum not to be less than fifty dollars (\$50.00) for a third offense, and one hundred twenty dollars (\$120.00) for each offense thereafter. guilty of a misdemeanor and may be fined up to \$300 dollars, plus any court costs associated with the prosecution of said offense.
4. Impound Fees: The owner convicted of having a dog or dogs that is or are a nuisance shall pay an impound fee if the dog is impounded of twenty dollars (\$20.00) with a maximum limit being a sum that, the maximum sum of fine plus impound fee does not exceed a total of three hundred dollars (\$300.00) per offense.

Section 4: That Bonners Ferry City Code Section 5-3B-8 is hereby amended as follows:

UNLICENSED DOGS; PENALTY; DISPOSAL:

Any person neglecting or refusing to take out a license for any dog or dogs owned or harbored by him shall be guilty of a separate infraction with a penalty of \$50.00 for each dog which is unlicensed in a license fee period from January 1 through December 31. A person may be cited under this provision for each license fee period in which he neglects or refuses to obtain a license

~~for each dog. is hereby required to catch and deliver such dog or dogs to the police chief or any other officer detailed therefor, and said officer shall cause the dog to be killed or otherwise disposed of in a humane manner. Any person neglecting or refusing to take out a license for such dog or to catch and deliver such dog to the police chief, or other officer detailed therefor, within twenty four (24) hours after having been notified so to do shall be guilty of a misdemeanor.~~

Section 5: That Bonners Ferry City Code Section 5-3B-11 is hereby amended as follows:

A. Vicious Animal: Any person owning or having custody of any vicious animal is guilty of a misdemeanor if, as a result of that person's failure to exercise reasonable care, the animal injures any other person or animal engaged in lawful activities. The owner shall be prosecuted in accordance with Idaho Code § 25-2805(2). This does not apply to military or police dogs actively engaged in the pursuit of their official duties.

Section 6: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 7: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

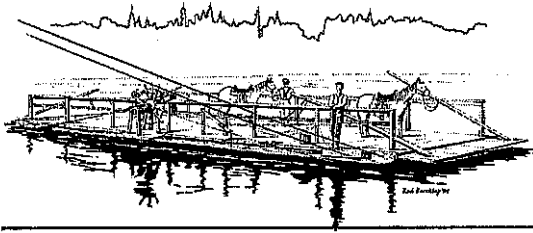
APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 2/13/2014
Re: Document Storage for Urban Renewal Agency

We have been approached by the Urban Renewal Agency to store their documents. They would like to pay the City \$500 per year for this service. We would set up an index and file the documents in our vault like we do other City documents.

If Council agrees to the document storage, Will Herrington will draw up an agreement for signature.

Thanks,

Kris

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 5-4-1 OF BONNERS FERRY CITY CODE CONCERNING THE CURFEW FOR MINORS, CURFEW EXCEPTIONS, AND RESPONSIBILITIES OF BUSINESS OWNERS, OPERATORS, OR EMPLOYEES; AMENDING SECTION 5-4-2 OF BONNERS FERRY CITY CODE CONCERNING PARENTAL RESPONSIBILITY FOR CURFEW VIOLATIONS OF MINORS; ENACTING A NEW SECTION, 5-4-3 OF BONNERS FERRY CODE PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, it is in the interest of the City of Bonners Ferry to protect children's health and welfare which includes their care, guidance and control and a child who is unaccompanied by an adult having custodial rights or an adult person designated by a person having custodial rights and who is found to be on the public streets, highways, roads, alleys, parks, playgrounds or other public grounds, places, buildings, place of amusement, eating places, vacant lots and other locations unsupervised by such adult having the lawful authority to be at such place between the hours of ten thirty o'clock (10:30) P.M. and four o'clock (4:00) A.M. is at a greater risk for injury, becoming a victim of a crime, being involved in criminal activity, being a danger to persons or property or otherwise being subject to danger;

WHEREAS, the Mayor and City Council have deemed it in the public interest to establish and enforce a curfew for minor children within the City of Bonners Ferry, and further deem it in the public interest to amend the existing curfew ordinance in order to clarify the restrictions and responsibilities prescribed therein.

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

Section 1: That Bonners Ferry City Code Section 5-4-1 is hereby amended to read as follows:

5-4-1: CURFEW:

A. Imposed: It shall be unlawful for any person under the age of eighteen (18) years to be in or upon any street, highway, road, alley, park, playground or other public places or buildings, or places of amusement, eating establishments, vacant lots and/or any other place without being accompanied by an adult having custodial rights or an adult person designated by the adult having custodial rights of said minor between the hours of ten thirty o'clock (10:30) P.M. on Sunday, Monday, Tuesday, Wednesday, or Thursday until four o'clock (4:00) A.M. of the following day, and twelve o'clock (12:00) midnight until four o'clock (4:00) A.M. on Friday or Saturday, the streets, alleys or any unoccupied public or private place within the limits of the city, or to enter or be or remain in any motion picture theater, confectionery store, dance hall, pool hall or any other place of entertainment or business within the city limits at any time between the hours of ten thirty o'clock (10:30) P.M. and four o'clock (4:00) A.M. (either Standard or war time or Daylight Saving Time), except on Friday and Saturday nights, or between the hours of twelve o'clock (12:00) midnight and the hour of four o'clock (4:00) A.M. on Friday and Saturday nights, unless such minor person is then and there accompanied by at

least one of his or her parents or by his or her guardian or by some other person having the legal custody of such minor person:

B. Exceptions:

The provisions of this chapter shall not apply in cases where the minor is:

1. Accompanied by the minor's parent or guardian;
2. On an errand at the direction of the minor's parent or guardian, without any unauthorized detour, delay or stop;
3. In a motor vehicle involved in interstate travel;
4. Engaged in an employment activity, or going to or returning home from an employment activity, without any unauthorized detour, delay or stop;
5. Involved in an emergency;
6. Attending an official school, religious, recreational, or other activity supervised by adults and sponsored by the City of Bonners Ferry, Boundary County, a civic organization, or another similar entity that takes responsibility for the minor, or going to or returning home from such activity, without any unauthorized detour, delay or stop; or
7. Exercising first amendment rights protected by the United States constitution, such as the right of free exercise of religion, freedom of speech, and the right of assembly, or going to or returning from such activity, without any unauthorized detour, delay, or stop.

; Written Permit: Provided, however, that any parent or guardian or other person having the legal custody of any such minor child may give a written permit to such child to go upon any lawful and necessary errand or to go to and return from any place or places at which such child may be employed, at any time of the day or night, and such permit, when in the possession of such child, shall be an excuse and justification for such child being upon such streets or alleys, and provided further, that any such minor child or children upon the streets or alleys of the city between the hours aforesaid shall have such written permit upon his, her or their person and in his, her or their possession for the inspection of any police officer of the city; and such permit or permits given to such child shall be made and dated as of the date of the use thereof and no such permit shall be of any force or effect except for or during the day of its issuance.

C. Duty To Enforce: It is hereby made the duty of the police, or other peace officers, of the city to take up any and all such permits which do not conform with the provisions of this section and thereupon to arrest the child or children having such permit or permits in his, her or their possession.

D C. Responsibility Of Owner, Proprietor Or Clerk Operator, or Employee: The owner, operator, or any employee of an establishment commits an offense under this chapter if he or she knowingly allows a minor, without permission of a parent or guardian, to be present upon the premises of the establishment during curfew hours, unless the establishment is involved in rendering services for an emergency or is a designated "safe place" and the minor is seeking emergency help, shelter, or care. It is a defense to prosecution under this section that the owner, operator, or employee of an establishment asked the minor to leave the premises and promptly notified the Bonners Ferry City Police Department that a minor is present on the premises of the establishment during curfew hours and refuses to leave. It shall be unlawful for any owner, proprietor, clerk or other person in charge of any motion picture theater, dance hall, pool hall, confectionery store or any other place of entertainment or business within the city to knowingly, wilfully or negligently admit any such minor person to such motion picture theater, dancehall, pool hall, confectionery store or any other place of entertainment or business within the city, or to permit any such minor person to remain therein or thereat at any time between the hours specified in subsection A of this section;

~~unless such child is then and there accompanied by at least one of his or her parents or by his or her guardian or by some other person who has the legal custody of such minor child, or unless such child is then and there in possession of a permit as provided by subsection B of this section.~~

Section 2: That Bonners Ferry City Code Section 5-4-2 is hereby amended to read as follows:

5-4-2: PARENTAL RESPONSIBILITY:

It shall be unlawful for the parent, guardian or other person having legal custody of a child or any adult person designated by the person having legal custody of a person under the age of eighteen (18) years to permit and/or allow said minor to be upon any public streets, highways, roads, alleys, parks, playgrounds or other public grounds, places, buildings, places of amusement, eating places, vacant lots or other locations without having designated an adult person or said parent, guardian or other legal custodian supervising said child between the hours established in 5-4-1(A) of this chapter, excluding the exceptions as set forth in 5-4-1(B) of this chapter. A violation of this provision shall be punishable in accordance with the penalties set forth in this chapter.

~~A. Failure To Supervise: It is unlawful for the parent, lawful guardian or other person, excepting a foster parent, lawfully charged with the care or custody of a child under the age of sixteen (16) years of age to fail to supervise said child and by reason of failure to supervise said child:~~

- ~~1. Commits an act bringing the child within the purview of the juvenile corrections act, chapter 5, title 20, Idaho Code, or commits a crime for which the child is required to be tried as an adult, or for which jurisdiction under the juvenile corrections act is subject to waiver pursuant to chapter 5, title 20, Idaho Code; or~~
- ~~2. Fails to attend school or is not comparably instructed as provided in section 33-202, Idaho Code; or~~
- ~~3. Violates a curfew law.~~

~~B. Exemption:~~

- ~~1. A person shall not be subject to prosecution of the provisions of this section if the person:~~
 - ~~a. Is the victim of the act bringing the child within the purview of the provisions of chapter 5, title 20, Idaho Code; or~~
 - ~~b. Reported the act of the child to the local law enforcement agency, the juvenile court, the department of health and welfare or other appropriate authority as provided by law;~~
- ~~2. A person shall not be subject to prosecution under the provisions of subsection A of this section if the person shows to the satisfaction of the court that the person took reasonable steps to control the conduct of the child at the time the person is alleged to have failed to supervise the child.~~

C. Violation By Parent Or Guardian: A person who either pleads guilty or is found guilty of a violation of this section shall be guilty of a misdemeanor and be ordered by the court to:

1. Restitution: Pay restitution to or make whole any victim who suffers an economic loss as a result of the juvenile's conduct in accordance with the standards and requirements of Idaho Code sections 19-5304 and 19-5305 providing that restitution ordered to be paid shall not exceed two thousand five hundred dollars (\$2,500.00).
2. Fine: Pay a fine not to exceed one thousand dollars (\$1,000.00) together with court costs.
3. Parenting Classes: The court may, in lieu of imposing a fine, with the consent and agreement of the defendant, order the defendant to complete parenting classes or undertake such other treatment or counseling as the court deems appropriate and, upon the satisfactory completion of the classes, treatment, or counseling to the satisfaction of the court, the court may, thereupon discharge the person or, if the person fails to complete the program to the satisfaction of the court, may impose the penalty provided in this section.
4. Contempt Proceedings: The person violating any order of the court shall be subject to contempt proceedings as provided by chapter 6, title 7, Idaho Code, in addition to other penalties authorized pursuant to this section.

D. Juvenile Violation: When a child commits any of the acts set forth in subsection A of this section, the parent, lawful guardian or other person excepting a foster parent lawfully charged with the care or custody of the child may be charged, by citation or summons, with the offense of failure to supervise a child, unless the person with lawful custody is a foster parent. Upon a first offense, the officer may serve a copy of the ordinance upon the parent, lawful guardian or other person, other than a foster parent, as a warning of the penalties. This service shall be documented by the officer. (Ord. 448, 7-13-1999)

Section 3: That a new section, 5-4-3, of Bonners Ferry City Code is hereby adopted and shall read as follows:

5-4-3: PENALTIES:

A person who violates any provision of this chapter shall be guilty of a misdemeanor punishable as a misdemeanor under the laws of the State of Idaho, or shall be subject to the provisions of the Juvenile Corrections Act of the State of Idaho as applicable.

Section 4: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

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

APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day
of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry



Bonners Ferry Police

Chief David Kramer

208-267-4391 or 267-2412

To: Mayor Anderson and City Council

From: Chief David Kramer

Date: February 13, 2014

Garden City Police Department offered a surplus patrol vehicle for sale. The vehicle is a fully equipped 2008 Ford Crown Victoria/ Police package with 78,500 miles for \$7,500. I had City Mechanic Keith Fairchild review the information and he agreed that this would be a good replacement for the 2005 Ford Crown Victoria patrol vehicle that was wrecked.

We have received \$5193.50 from ICRMP for our wrecked Crown Vic. I contacted Mayor Anderson and he authorized the purchase of this vehicle to replace our wrecked patrol car.

POLICE VEHICLE FOR SALE

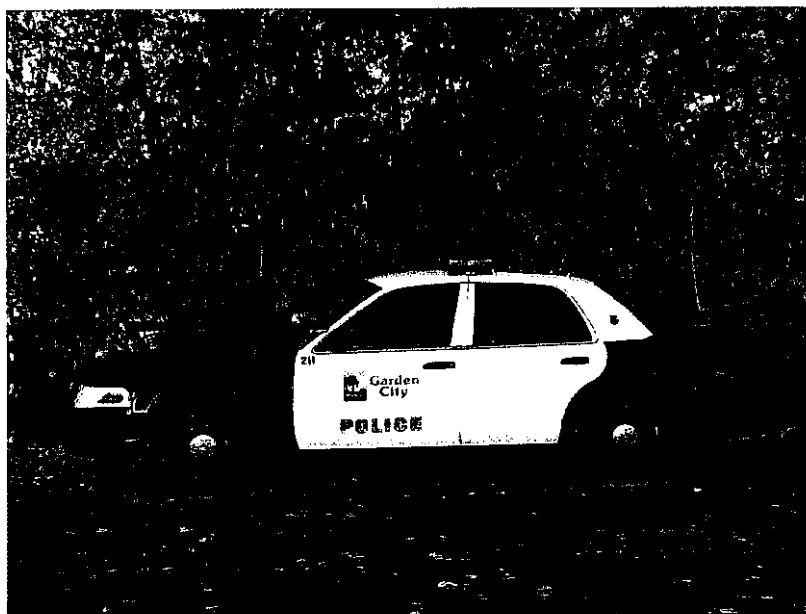
2008 FORD CV

\$7,500.00

2008 Ford Crown Victoria / Police Package;

MILEAGE: 78,500
COLOR: Black / White – As Shown
CONDITION: Very Good; Assigned to one officer exclusively
ASSIGNMENT: K9 (Drug Dog)
SERVICE: Every 5K Miles; Synthetic Oil; No problems

- This car is fully setup as a K9 Vehicle *with* prisoner Transport Cage.
- These cages are very hard to come by and are very expensive.
- Vehicle comes with Code 3 LED Light bar, Siren, Unitrol Control Head, Mobile Data Terminal Platform, Setina PIT & Push Bars, Dual Spotlights.



CONTACT PERSON:

Janet Hatfield
Chief's Assistant
(208) 472-2963

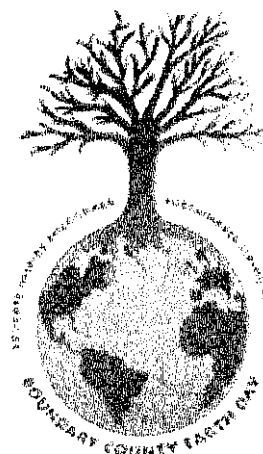
jhatfield@gardencitypolice.org

Earth Day Fair

Vendor Registration Form

April 26, 2014

9am - 2pm Memorial Hall
Boundary County Fairgrounds



**To educate, to inspire and to encourage our community
toward greener, sustainable living practices.**

We're back with the fourth Earth Day Fair in Boundary County! This biennial event will build on the success of three previous events to share ideas, activities, and practical information centering on the theme of reducing, reusing, recycling and sustainability. If you provide a service or product that supports our mission statement, then you should be part of Earth Day Fair!

If you've joined us in the past, then you know what to expect - great information, earth friendly products, sustainable living ideas, tasty food, a kid's corner, great music and more. Past participants include local nurseries, wildlife organizations, gardeners, companies with innovative green ideas/projects/wares, natural fibers artisans, recycling station for electronics, organic or healthfully grown foods, and recycled products to name a few. In addition to the Fair, we are organizing supporting events on Friday and Sunday to encourage folks to join us for a "Green Weekend"!

The registration fee includes booth space, power outlet (if needed) and chairs; bring your own table if you have one (6' maximum) or rent one for \$5. Display your information, sell your goods, provide demonstrations or whatever it is that you do best that supports our mission and celebrates all things green. The more interactive, the better!
We hope to see you there!

For more information contact Rhea (290-2720)
or Colet (267-8130) or colet@frontier.com



Return this completed portion

Your name _____ Business Name _____

Mailing Address _____

Phone _____ (day) _____ (evening) _____ (cell)

Email _____

What will you display? _____

Registration Fee ____ \$25 Table Fee ____ \$5 (or bring your own for free) Total enclosed \$ _____

I (___ do) (___ do not) need access to a power outlet.

Kris Larson

From: Andrakay Pluid <apluid@bonnersferry.id.gov>
Sent: Friday, February 14, 2014 8:36 AM
To: klarson@bonnersferry.id.gov
Subject: Fwd: Golf Course Lease Draft
Attachments: Ralphs lease draft.docx

Attached is Ralph's proposed lease for the packet.

Sent from my Verizon Wireless 4G LTE smartphone

----- Original message -----

From: rlotspeich@pga.com
Date: 12/03/2013 1:02 PM (GMT-08:00)
To: Andrakay Pluid , Dave Anderson
Subject: Golf Course Lease Draft

Howdy,

Attached is the lease draft I came up with that is the virtually the same as the one for the Deer Park Golf Course. I basically copied it, inserted items that pertain to us, and deleted the parts that are not applicable to our situation, such as the location coordinates, water usage, housing covenants on the course, etc. It is very similar to our situation as the Golf Pro leased the course from a municipal entity. If you would like, I can email their lease agreement to you so you can see the differences.

Main differences are that Craig Schuh, the Lessee of the course, pays them \$30,000 per year in rent and the Profit Sharing Rent Threshold Revenue Level is higher on theirs (they have an 18 hole course that is in a major metropolitan area and revenues are MUCH higher). In talking to Craig, they hit the \$575,000 Threshold Level annually, but not by much. He pays the city between \$1,200 - \$3,500 per year in Profit Sharing Rent.

I am offering \$15,000 in rent with the Threshold Level of \$140,000. I estimate the course will generate between \$150,000 - \$170,000 annually which will be an additional \$1,000 - \$3,000 in Profit Sharing Rent. The city will get \$15,000 - \$18,000 guaranteed annually, with possibly more in the future. (I have a lot of ideas to improve revenues without the encumbrances of municipal rigors). Other pluses for the City is they do not have to hassle with course anymore concerning day to day operations, accounting, budgeting, etc. I would also assume virtually all of the risks associated with running a recreational, seasonal business.

My two major concerns are how do I pay for the inventory and how to continue assistance from the city concerning the use of equipment if available. I figure the cost for me to purchase the existing inventory to be approximately \$100,000. Contrary to a few peoples thoughts, the reality is that I do not make very much money running the golf course. It will be very hard for me to acquire a loan for \$100,000. Is there a way to possibly take over the payments of the recently purchased equipment and pay them directly to the City somehow and then purchase outright the rest of the inventory? I'm just looking for ways to do that without crippling me financially and effectively not making leasing an option.. Any ideas?

If this does come to fruition, my other concern is possibly writing in the lease a way so I can continue to use the City's equipment, if available, when needed. I currently use the tractor twice a year when aerating and also when fertilizing fairways (about 6 days total). I use the air compressor one day of the year to blow out the water system. We use the excavator when we have a major irrigation line blow or to move logs in the burn pile or to dig major holes when needed. I borrow a couple of big pipe wrenches when repairing main line breaks and also a small water pump. There's a couple other things as well. Also, can I still enlist the help of the various City entities, such as the Water Dept, Electric Dept., Mechanic, etc. for help in fixing small problems that may occur?

Anyway, this is a start. I truly appreciate your efforts. If any questions (I'm sure there will be), please contact me.

Thanks,
Ralph

PS: Andrakay Jeff Beaudry, the PGA Consultant you talked to months ago about my contract, wanted me to extend to you congratulations on passing the Bar. I saw him at our PGA Meeting in Portland last month and he asked about your progress as you were going through the Bar Exam process when you talked to him. He's a great guy and a great resource.

MIRROR LAKE GOLF COURSE LEASE

THIS LEASE is entered into by and between the City of Bonners Ferry, a Idaho Municipal Corporation, hereinafter referred to as "City," and Kootenai View Golf Resources, Inc, a Idaho Corporation, hereinafter referred as "Lessee," City and Lessee are sometimes collectively referred to herein as the "Parties" or individually as "Party."

1. Premises. The City hereby leases to Lessee, and Lessee leases from the City, upon the terms and conditions included in this Lease, the real property and improvements thereon, commonly known as the Mirror Lake Golf Course and generally legally described in the attached Exhibit "A" to this Lease, which is incorporated herein by this reference. The above mentioned real property and improvements, including all buildings and improvements now or hereafter placed on the property are hereinafter referred to as the "Property," "Leased Premises," or "Premises."

2. Use of Premises. Lessee agrees to use the Leased Premises solely for the purpose of operating an 9-hole golf course and practice facility open and available to the public and associated usual services generally including, but not limited to, providing golf instruction, golf carts, practice range, practice green, automobile parking for patrons, operation of a golf course pro shop, operation of a food and beverage restaurant, hosting special events such as wedding receptions, reunion gatherings, and other athletic events (all collectively referred to as "Lessee's Business"). The use of the Premises shall include the obligation of Lessee to operate, maintain, and repair the Mirror Lake Golf Course and all buildings, facilities, and improvements in accordance with reasonable golf course and other maintenance and operation practices, which shall at a minimum include those items identified in Exhibit "B" to this Lease, which by this reference is made a part herein as if set forth in full.

3. Term of Lease. This Lease shall be for a term of approximately ten (10) years commencing on the Effective Date of this Lease and ending on October 31, 2023. The first lease year may contain more or less than one year and the tenth year will contain only ten (10) months. The parties agree that for the purposes of this Lease, each of these years (year one and year ten) shall be considered a full calendar lease year, particularly with respect to the payment of rent.

4. End of Lease.

4.1 At the end of the Lease, the City agrees to purchase from the Lessee any equipment purchased from the City pursuant to Section 5 of this Lease that Lessee desires to sell to the city, at the fair market value of the equipment, which value shall not exceed _____ (the total amount paid by Lessee to the City for the itemized equipment at the commencement of this Lease). The amount paid for each item repurchased by the City pursuant to this provision shall not exceed the actual value assigned to each particular piece of equipment by the City and lessee as set forth in Exhibit "C" to this Lease, which by this reference is made a part of this Lease as if set forth in full herein.

4.2 Upon surrender of the leased Premises to the City on October 31, 2023, the City

agrees to purchase from lessee, if Lessee desires to sell the same, at fair market value, any equipment purchased by Lessee and used in Lessee's operation of the Leased premises, which equipment was purchased by Lessee following written notification to the City and written approval by the City Council to be identified as equipment subject to this provision. It is the intent of this provision to reduce the economic risk of lessee associated with necessary replacement of depreciated course maintenance equipment and/or the addition of other equipment deemed necessary by Lessee and approved by the City Council of the City for reasonable continued golf course operations. City shall designate a representative for Lessee to deal with on this matter. Upon delivery of notice by lessee of its intent to purchase equipment, city shall have thirty (30) days to respond (unless a shorter time is requested due to an emergency) and if city does not respond in writing by the end of said time, City shall be deemed to have not approved the purchase for this purpose. This agreement of the city to purchase the aforementioned equipment is subject to lessee not being in default under this Lease as of October 31, 2023.

4.3 For purposes of Sections 4.1 and 4.2, fair market value shall be established by agreement of the Parties or by an independent appraiser selected by agreement of the Parties, or if the Parties are unable to agree, each party shall select one appraiser and the two appraisers shall select a third appraiser. This three appraiser panel shall meet and determine the fair market value. Each Party shall pay for the appraiser fees associated with that party's selected appraiser and the parties shall pay equally for the fees of the third appraiser. The decision on fair market value pursuant to this Section shall be final.

5. Lessee Purchase of City Personal Property and Equipment.

5.1 Lessee agrees to purchase from the City certain personal property purchased by the City at the time the City purchased the Leased Premises. This personal property includes specifically the items identified in Exhibit "C" to this Lease. The values for each item of personal property set forth in Exhibit "C" are agreed to by the parties with respect to each item of personal property. Payment in the total sum of _____ shall be paid to the City on, or before thirty (30) days following the date of approval of this Lease by the City Council, or this lease shall be deemed automatically terminated and Lessee shall immediately surrender the Lease Premises to the City. Upon payment by the Lessee to the city, the City shall issue a Bill of Sale and Lessee shall sign the same. Title to the Personal Property identified in Exhibit "C" shall not transfer to Lessee until payment has been made and the Bill of Sale has been executed by both parties.

5.2 THE PERSONAL PROPERTY TO BE PURCHASED BY LESSEE FROM LESSOR AS DESCRIBED IN EXHIBIT "C" HAS BEEN USED IN THE OPERATION OF THE GOLF COURSE FOR THE PAST SEVERAL YEARS. BY AGREEING TO PURCHASE THIS PERSONAL PROPERTY, LESSEE ACCEPTS THE PROPERTY IN ITS CURRENT CONDITION "AS IS" AND RELEASES LESSOR FROM ANY AND ALL LIABILITY REGARDING THE CONDITION OF THE PERSONAL PROPERTY. LESSEE ACKNOWLEDGES IT IS FAMILIAR WITH THE PERSONAL PROPERTY, HAS INSPECTED AND INVESTIGATED THE SAME, AND ACCEPTS THE PROPERTY IN ITS PRESENT CONDITION WITH NO

WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY LESSOR OR ANY EMPLOYEE, AGENT, OR REPRESENTATIVE OF LESSOR WITH RESPECT TO THE PHYSICAL CONDITION, QUALITY, CHARACTER, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PERSONAL PROPERTY. LESSEE HAS DETERMINED TO ITS SATISFACTION THAT THIS PERSONAL PROPERTY CAN BE USED FOR THE PURPOSE LESSEE INTENDS.

6. Rent

During the term of the Lease, Lessee shall pay the City Base Rent as set out below, together with Profit Sharing Rent as set out below.

6.1 Base Rent. The annual Base Rent will be Fifteen Thousand and No/100 Dollars (\$15,000.00). The annual Base Rent shall be paid in six equal installments on the last day of each month from April through September during each year of the Lease term.

6.2 Profit Sharing Rent. For each year of the Lease term, Lessee agrees to pay a Profit Sharing Rent in an amount equal to ten percent (10%) of the daily greens' fee, season pass revenues, and private cart shed rental revenues in excess of the Threshold Amount of One Hundred Forty Thousand and No/100 (\$140,000.00) (the "Threshold Revenue Level"), to the City. The Threshold Revenue Level shall be based upon total gross revenue received by Lessee for those items, which shall be calculated after deducting any applicable sales taxes on these items. Timing of receipt shall be adjusted for purposes of making the Profit Sharing Rent calculation so that the revenue used to calculate whether the Profit Sharing Rent Threshold Revenue Level has been met is associated with the years in which the greens' fee and season pass and private cart shed rentals occurs and not the date payment for the same is made. By way of example, if the total green fees, season pass, and private cart shed rentals for the calendar year, after deducting applicable sales taxes, are \$160,000, the Profit Sharing amount due to City shall be \$2000 (10% of \$160,000 - \$140,000). The Profit Sharing Rent payment shall be made on or before April 1 of the year following the year in which the profit Sharing Rent was earned.

6.3 No Pro Rata Rent. There shall be no prorating of rent paid for partial years that the Leased Premises are occupied by Lessee pursuant to this Lease, unless otherwise specifically provided pursuant to other provisions of this Lease.

6.4 Taxes. Lessee shall pay, before the same become due, all taxes assessed against Lessee's personal property, furniture, fixtures, equipment, inventory, and other property located on the Leased Premises.

6.5 Net Lease. The City shall have no obligation to expend monies relative to the Leased Premises except as expressly set out in this Lease. Except as may be otherwise specifically set out in this Lease, Lessee shall pay for all repair, maintenance, upkeep, utilities, taxes, and insurance.

6.6 **Late Charge.** In the event any amount of rent required to be paid pursuant to this Lease is not paid within ten (10) days from the date it is due, then Lessee shall pay to the City a late charge of five percent (5%) of the amount due, plus interest in the amount of one percent (1%) per month, for each unpaid amount until such payment is paid. The late charge and interest are due immediately and are in addition to all of the City's other rights in this Lease.

7. **Acceptance of Leased Premises AS-IS.** INDIVIDUALS INVOLVED IN THE OWNERSHIP OF LESSEE HAVE BEEN INVOLVED IN THE OPERATION OF THE GOLF COURSE AND RESTAURANT FACILITIES LOCATED ON THE LEASED PREMISES FOR A DECADE AND ARE ULTIMATELY FAMILIAR WITH THE LEASED PREMISES. BY ENTERING THIS LEASE, LESSEE ACCEPTS THE LEASED PREMISES IN THEIR CURRENT CONDITION AND RELEASES CITY FROM ANY AND ALL LIABILITY REGARDING THE CONDITION OF THE LEASED PREMISES. LESSEE ACKNOWLEDGES IT IS FAMILIAR WITH THE LEASED PREMISES, HAS INVESTIGATED THE SAME, AND HAS BEEN PROVIDED WITH ADDITIONAL OPPORTUNITIES TO INVESTIGATE THE LEASED PREMISES PRIOR TO SIGNING THIS LEASE. LESSEE ACKNOWLEDGES AND AGREES THAT IT IS RELYING SOLELY ON ITS INSPECTION AND INVESTIGATION OF THE LEASED PREMISES, AND ACCEPTS THE PROPERTY "AS IS, WHERE IS" IN ITS PRESENT CONDITION WITH NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, EITHER ORAL OR WRITTEN, MADE BY THE CITY OR ANY ELECTE OFFICIAL EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE CITY WITH RESPECT TO THE PHYSICAL CONDITION, QUALITY, CHARACTER, OR FITNESS FOR A PARTICULAR PURPOSE OF THE LEASED PREMISES, EXCEPT WITH RESPECT TO CITY'S OBLIGATION TO REPAIR IN ACCORANCE WITH SECTION 10 HEREIN, LESSEE HAS DETERMINED TO ITS SATISFACTION UPON EXECUTION OF THIS LEASE THAT THE LEASED PREMISES CAN BE USED FOR THE PURPOSE LESSEE INTENDS. LESSEE AND THE CITY'S DESIGNATED REPRESENTTIVE AGREE TO PERFORM A WALK-THROUGH OF THE LEASE PREMISES AND PREPARE A LIST OF EFICIENCIES AND DAMAGES YO THE LEASED PREMISES, FACILITIES OR OTHER ASSETS PRIOR TO THE EXECUTION OF THIS LEASE. THE SAID LIST SHALL BE INCORPORATED AS PART OF THIS LEASE AS A REPRESENTATION OF THE CONDITION OF THE LEASED PREMISES, FACILITIES AND OTHER ASSETS AS OF THE EFFECTIVE DATE OF THIS LEASE. THE LESSEE AND THE CITY'S REPRESENTATIVE SHALL PERFORM A SIMILAR WALK THROUGH AT THE TERMINATION OF THIS LEASE. AND PREPARE A SIMILAR LIST OF DEFICIENCIES AND DAMAGES, WHICH LIST SHALL ALSO BE INCORPORATED IN THIS LEASE.

8. **Compliance with Laws.** Lessee shall comply with all federal, state and local laws and regulations in Lessee's maintenance, repair, operation and occupancy of the Leased Premises.

9. Lessor Owned Kitchen Equipment. The Lessor owns certain kitchen equipment identified in Exhibit "D" attached to this Lease, which list by this reference is made a part herein as if set forth in full. Lessee shall have the complete right to use said kitchen equipment, without any additional cost. Said kitchen equipment shall be maintained in accordance with the terms of this Lease.

10. Operation, Maintenance and Repair.

10.1 Lessee Operation, Maintenance and Repair. All operation, maintenance, and repair of the Leased Premises, facilities and buildings shall be performed by and at the expense of Lessee during the term of the Lease, unless otherwise specifically provided in this Lease. Operations, maintenance, and repairs by Lessee shall be performed at a level consistent with the operations, maintenance and repairs of other public 9 hole golf courses and consistent with the minimum conditions for maintenance and operations as set forth in Exhibit "B" to this Lease. Lessee shall Timely Repair the Leased Premises

10.2 City repairs to Specific Items. When the cost to repair is estimated to exceed One Thousand and No/100 (\$1,000.00) for any single repair, the City shall be responsible for the timely Repair, or replacement, if at the end of such asset's useful life, of the following items, unless repair, or replacement is necessitated by the intentional or negligent acts of Lessee or its agents, employees, licenses, invitees, or customers (in which case Lessee shall Timely Repair or replace, if at the end of such asset's useful life, the item):

- (a) Structural damage to Mirror Lake Golf Course buildings and facilities.
- (b) Furnaces, air conditioning, pond lagoon liners, pumps,
- (c) Bridges.
- (d) City owned kitchen equipment identified in Exhibit "D" to this Lease.
- (e) Irrigation system, including, but not limited to, pumps, pumphouse, wiring and electrical, and pipes.
- (f) Parking Lots and Access Roads

10.3 Timely Repair: Failure to Repair. For purposes of this Lease, a "Timely Repair" shall usually mean that a repair shall be commenced within thirty (30) days and worked on continuously at a reasonable pace during normal working hours each work week without delay or work stoppage until the repair is completed. In the event a repair requires engineering drawings or compliance with public bid laws, then a Timely Repair shall be deemed to have been commenced within thirty (30) days by the commencement of the process required to engage within that time frame an engineer and/or architect to design the necessary components of the repair and continuously working on the repair project at a reasonable pace during normal working hours each work week without delay or work stoppage until the repair is completed. In the event the needed repairs must be made sooner to avoid a substantial negative impact to the City or Lessee, Lessee, the City or Lessee, whichever is responsible to make the repair, shall use its best efforts to make such repairs as soon as practical, notwithstanding the foregoing. In the event the City fails to make a Timely Repair required to be made by the city, then the Lessee, at the

Lessee's option, may make the repair, and shall have the right to offset its cost of repair against the next Base Rent and/or Profit Sharing Rent that comes due. In the event the Lessee fails to make a timely Repair required to be made by lessee, then the City, at the City's option, may make the repair and the cost of the repair shall be due and owing by Lessee as additional rent payable within thirty (30) days of the presentation by the City to Lessee of an invoice for the cost of the repairs.

11. Capital Improvements. On an annual basis beginning with the City 2014 budget cycle, Lessee is invited to make presentations to the City Council regarding suggested capital improvements to the Leased premises, facilities, and buildings. The City Council shall determine whether City funds should be allocated to any Leased Premises capital improvements. The City Council determination will be made based upon the best interests of the citizens of the City, competing City funding priorities, and available City funds.

12. Audit and Reporting.

12.1 The City may annually cause an independent audit of the Profit Sharing Rent amount due following presentation of the same by Lessee to City. In the event the audit performed by an independent auditor, selected by the City, confirms an underpayment to the Lessor by Lessee, Lessee shall immediately pay to City the additional amount determined to be due. In the event the amount determined to be due to the City exceeds the Profit Sharing Rent initially calculated and paid by Lessee by five percent (5%) or more, Lessee shall reimburse the City for the City's actual costs incurred to conduct the independent audit.

12.2 Annually, during the term of this lease, at the second City council meeting in March, or such other time agreed to by the City, Lessee shall provide a report in writing and in person to the City council concerning the Lessee's operation of the golf course, restaurant, and related facilities located on the Leased Premises, including a report of Profit Sharing Rent for the preceding year. In the event City is unable to determine based upon the information supplied by Lessee, whether Lessee's reporting of Profit Sharing Rent for the preceding year is accurate, the city may request additional documentation from Lessee. Lessee shall provide additional documentation, but shall have no obligation to provide financial information that is not related to this Lease. In addition, Lessee agrees to answer in writing all questions of the City related to operations of Lessee's businesses on the Leased Premises that are relevant to this lease within thirty (30) days of any City Council inquiry.

12.3 If during the term of this Lease, after employing diligent management practices, Lessee determines that it is economically unreasonable for Lessee to continue to maintain and operate the Leased Premises pursuant to the terms of the Lease, Lessee may request the City Council to consider re-negotiating the terms of the Lease. In response to any such request made by Lessee, the City may request profit and/or loss documentation from the lessee, which information may include IRS income tax returns, including schedules, for Lessee. If Lessee's economic concerns are deemed legitimate by the City

Council, the City agrees to attempt to formulate a remedy acceptable to the City, to work with Lessee to provide an orderly transition of the Leased Premises to the City, or its assignee, in the event of Lessee's default. The City Council shall make determinations with respect to these matters as the City Council determines are in the best interests of the citizens of the City.

13. Utilities and Services

13.1 Lessee shall make all arrangements for and pay all utilities and services to the Leased Premises, including, but not limited to gas, electricity, water, sewer, garbage, telephone, cable television, security, and all other utilities or services furnished to the Leased Premises.

13.2 The City does not warrant that any utilities and services will be free from interruption. The City shall not be liable to Lessee for any loss or damage caused by or resulting from any variation, interruption, or failure of utility services due to any cause, other than the City's negligent or willful acts. No temporary interruption or failure of any utility service, due to the making of repairs, alterations, or improvements, or due to accident, strike or conditions or events beyond the City's control shall be deemed an eviction of Lessee or relieve Lessee from any of Lessee's obligations under this Lease.

14. Alterations and Improvements.

14.1 Lessee shall make no changes, improvements or alterations, to the Leased Premises without the City's prior written consent. City agrees not to unreasonably deny approval for changes, improvements or alterations; provided design plans are submitted to City in advance for review and approval. Lessee shall bear City's reasonable costs of investigation for requested changes, including engineer's and other expert's fees. With respect to approved changes, improvements or alterations, Lessee shall obtain liability and builder's risk insurance in amounts and on terms satisfactory to City.

14.2 All approved changes, shall be at the Lessee's sole cost and expense. Lessee shall use a licensed and bonded contractor or contractors for such alterations. In the event Lessee desires to perform its own changes or alterations, the changes or alterations to be performed by Lessee must be identified and specifically approved in advance by City, in writing. Lessee agrees that any alterations or improvements made shall not abate the rent. In the performance of such work, Lessee agrees to comply with all laws and ordinances and to hold City harmless from any damage, loss or expense caused by work performed by Lessee.

14.3 Any alterations of the Leased Premises shall become at once a part of the realty and belong to the City, except trade fixtures supplied and paid for by the Lessee subject to the Lessee's duty to remove and related requirements as set out in this Lease.

14.4 At the City's request, within fifteen (15) days of the termination of the Lease, Lessee shall completely restore the Leased Premises to the condition that existed at the commencement of the Lease, except for normal wear and tear and, except for any

alterations that have been made by Lessee with the approval of the City pursuant to the terms of this Lease. If Lessee fails to complete the restoration in a timely manner, the City may, upon providing Lessee five (5) days written notice of its intent to do so, undertake the restoration itself, at the expense of the Lessee, and Lessee agrees to reimburse the City for all City's reasonable costs and expenses, direct and indirect, for the restoration, promptly upon the City billing Lessee for them.

14.5 Lessee shall keep the Leased Premises free from any liens or encumbrances, and shall indemnify and hold the City harmless and defend it from any liens or encumbrances, damage, loss or expense arising out of any work performed or materials furnished by or at the direction of Lessee, or otherwise, to the Leased Premises.

15. Trade Fixtures. Lessee may install on the Leased Premises such equipment as is customarily used in a golf course operation and restaurant to be conducted by Lessee at the Leased Premises. At the termination of this Lease, if directed by the City, the Lessee shall, or if not directed by the City, the Lessee may, at Lessee's option, remove from the Leased Premises all such equipment and all other property of Lessee provided that Lessee repairs the damage caused by the removal or restores, at the Lessee's sole cost and expense, the Leased Premises, consistent with other provisions of this Lease. Any equipment or fixtures not removed by the expiration or sooner termination of this Lease or any renewal period, shall at the option of the City become the property of the City.

16. Damage or Destruction.

16.1 Damage. All damage or injury done to the Leased Premises by Lessee or Lessee's employees, agents, contractors, invitees, guests, or customers, or by any person who may be in or upon the Leased Premises, whether or not at the invitation of Lessee, shall be paid for by Lessee.

16.2 Destruction of Leased Premises.

16.2.1 If the Leased Premises are destroyed or damaged by fire or any other casualty, the City shall proceed to repair or replace the damaged Leased Premises complying with the Timely Repair provision as defined in Section 10.3 after the City receives written notice from Lessee of Lessee's intent to continue to Lease the Leased Premises and Lessee shall use its best efforts to continue to operate the Leased Premises during such repair or replacement. The obligation of the Lessor to repair or replace, pursuant to this Section 16.2.1, is limited by the terms of Section 16.5 of this Lease.

16.2.2 Except as set forth in Section 16.3, below, all insurance proceeds associated with any insured damage or casualty to the Leased Premises shall be paid and/or assigned to the City and utilized to make the repairs or replacement as set forth above, if necessary.

16.3 Destruction of Lessee's Personal Property and Trade Fixtures. In the event of any fire or other casualty which damages or destroys Lessee's personal property and trade fixtures, Lessee shall be entitled to the portion of the insurance proceeds related to the value of the Lessee's personal property and trade fixtures. City shall be entitled to recover for the value of all other facilities and the real property improvements associated with the Leased Premises. In no event shall the rent for the Leased Premises be modified as a result of a casualty as set forth in this Section 16.3.

16.4 Limit of City Liability. The City's liability shall be limited to its contractual obligations in this Lease, its negligence, or other wrongful conduct, and Lessee waives any and all claims against the City for consequential damages, of any kind or nature, except as may be specifically permitted pursuant to the provisions in Section 25.4 of this Lease.

16.5 No Obligation to Repair. Notwithstanding the foregoing, the City shall have no obligation to repair, reconstruct, or restore the Leased Premises when the damage or destruction occurs during the last ten (10) months of the term. If, as a result of this provision, the City does not make the repair, Lessee may terminate the Lease and shall only owe the City rents up to the Lessee's date of termination, which rent shall include Base Rent prorated rent payments due pursuant to the rent payment schedule through the date of termination, plus any Profit Sharing Rent, prorated, that may be due based upon the receipt of gross revenues in excess of the Threshold Revenue Level.

17. Indemnity. The Lessee shall indemnify the City from and against any and all claims, demands, cause of actions, suits or judgments (including fees, costs and expenses [including reasonable attorney fees] incurred in connection therewith and in enforcing the indemnity) for deaths or injuries to persons or for loss of or damage to property arising out of or in connection with the condition, use or occupancy of the Leased Premises or any improvements thereon; or by Lessee's non-observance or non-performance of any law, ordinance or regulation applicable to the Leased Premises. This indemnification includes, without limitation, any liability or injury to the person or property of Lessee, its agents, officers, employees, or invitees. The Lessee specifically waives any immunity provided by Idaho's Industrial Insurance Act. This indemnification covers claims by Lessee's own employees.

In the event of any such claims made or suits filed, the City shall give Lessee prompt written notice thereof and Lessee shall have the right to defend or settle the same to the extent of its interests there under.

18. Insurance.

18.1 Lessee's Personal Property. Lessee shall obtain property damage insurance for its personal property. The City shall have no responsibility for obtaining insurance for Lessee's equipment, trade fixtures, and other personal property, of any kind or nature, located on the Leased Premises.

18.2 Lessee's Liability Insurance. From and after the commencement date of the term of this Lease, Lessee shall, at its sole cost and expense, obtain a policy of commercial general liability insurance, with limits of \$2,500,000.00 per occurrence for bodily and personal injury, and \$2,500,000.00 for property damage. Such policy shall include liquor liability coverage for claims related to the possession, retail sale, and consumption of alcohol on the Leased Premises and claims arising out of the same. Such policy shall name the City as an additional insured pursuant to an endorsement approved by the City. In the event that said insurance maintained by Lessee provides coverage for operations not conducted on the Leased Premises, then the insurance policy shall be endorsed to provide that the total limits shall be available for claims arising from or associated with the Leased Premises. Lessee shall furnish the City with a certificate evidencing the aforesaid insurance coverage on an annual basis. The insurance shall be written on the most current occurrence form (not claims-made) commonly available and shall cover liability arising from premises, contractual liability, operations, independent contractors, products-completed, personal injury, bodily injury, death, property damage and liability assumed under this Lease. If the insurance contains a general aggregate limit, it shall apply separately to the Leased Premises. The insurance shall contain standard "other insurance" wording acceptable to the Lessor. Any insurance maintained by the City shall be excess over the Lessee's insurance and shall not contribute to it. Defense costs are to be provided as an additional benefit and not including within the limit of liability of the policy. It is the intent of the Parties that such insurances shall fully and completely insure the City for all loss or expense.

18.3 – Lessee's Insurance - General Requirements. The aforementioned minimum limits of policies shall in no event limit the liability of Lessee hereunder. No policy of Lessee's insurance shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to the City by the insurer. Lessee shall, at least thirty (30) days prior to the expiration of the policies, furnish City with renewals or binders. New certificates of insurance shall be provided to City prior to the coverage termination date set forth in the current certificates. Each insurance policy obtained by Lessee shall provide that the insurance company waives all rights of recovery by way of subrogation against the City in connection with any damage covered by the policy, unless the damage was caused by an intentional act of the City.

19. Assignment and Subletting. No portion of the Leased Premises may be assigned or sublet to others without the prior written consent from the City, which shall not be unreasonably withheld if such assignment or sublet is reasonably likely to increase the Net Surplus Profits of Lessee. In the event Lessee desires to assign or sublet a portion of the Leased Premises to a third party, Lessee shall continue to be liable to the City for the payment of all rents and for compliance with all other provisions of this Lease during the term of the Lease. Notwithstanding the foregoing, Lessee has the right to sub-contract or hire professionals, at its sole expense, to assume operation and management of the food and beverage restaurant and related food and beverage services, pro shop, teaching facilities, and/or course management, at its discretion. In the event that Lessee exercises

this right, Lessee will retain exclusively, the responsibility to City, to adhere to all terms of this Lease.

20. Quiet Enjoyment. City covenants that Lessee, upon performance of all Lessee's obligations under this Lease, shall lawfully and quietly hold, occupy and enjoy the Leased Premises during the term of this Lease without disturbance by the City or from any person claiming through the City, except as may be necessary by the City for purposes of compliance with other terms of this Lease, including but not limited to requirements to enter upon the leased Premises to make improvements thereto.

21 Signs. All signs must comply with City sign ordinances and be placed in accordance with the required City permits. Maintaining non-conforming signs shall be considered a default of the Lessee under this Lease.

22. Vacating Upon Termination. Lessee covenants and agrees that upon the expiration of the term of this Lease, or upon the termination of the Lease for any cause, Lessee shall at once peacefully surrender and deliver the whole of the above-described Leased Premises together with all improvements thereon, except trade fixtures, to the City, City's agents or assigns.

23. Presence and Use of Hazardous Substances. Except in amounts reasonably necessary for the maintenance and operation of the golf course and equipment located on the Leased Premises, Lessee shall not keep on or around the Leased Premises, for use, disposal, treatment, generation, storage or sale, any substances designated as, or containing substances designated as hazardous, dangerous, toxic or harmful, which are subject to regulation by any federal, state or local law, regulation, statute or ordinance (collectively referred to as "Hazardous Substances").

23.1 With respect to any Hazardous Substance, Lessee shall:

23.1.1 Comply promptly, timely, and completely with all governmental requirements for reporting, keeping and submitting manifests, and obtaining and keeping current identification numbers;

23.1.2 Within five (5) days of the City's request, submit to City true and correct copies of all reports, manifests and identification numbers required to be and/or submitted to the appropriate governmental authorities;

23.1.3 Within five (5) days of the City's request, submit written reports to the City regarding Lessee's use, storage, treatment, transportation, generation, disposal or sale of Hazardous Substances and provide evidence satisfactory to the City of Lessee's compliance with the applicable governmental regulation;

23.1.4 Allow the City or City agents or representatives to come on the Leased Premises during regular business hours, after reasonable notice, to check Lessee's compliance with all applicable governmental regulations regarding Hazardous

Substances;

23.1.5 Comply with minimum levels, standards or other performance standards or requirements which may be set forth or established for certain Hazardous Substances (if minimum standards or levels are applicable to Hazardous Substances present on the Leased Premises, these levels or standards shall be established by an on-site inspection by the appropriate governmental authorities and shall be set forth in an addendum to this Lease); and

23.1.6 Comply with all governmental rules, regulations and requirements regarding the proper and lawful use, sale, transportation, generation, treatment and disposal of Hazardous Substances.

23.1.7 The City shall have the right, at reasonable times and upon reasonable notice to Lessee, to inspect the Leased Premises to monitor Lessee's compliance with this section. The City shall pay and be responsible for the costs of its own inspection. Notwithstanding the foregoing, if an inspection reveals the use or presence of Hazardous Substances during the term of this Lease (and not prior to this Lease, for which Lessee shall have no responsibility) requiring clean-up or other action, then Lessee shall pay, as part of the clean-up cost incorporated in Section 23.2 below, City's actual costs, including reasonable attorney's fees and costs, incurred in making or providing for such inspection and any follow-up inspections.

23.2 Cleanup Costs, Default, and Indemnification.

23.2.1 Lessee shall be fully and completely liable to the City for any and all clean-up costs and any and all charges, fees, penalties (civil and criminal) imposed by any governmental authority with respect to Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances during the time the Lessee has operated under this Lease and not prior to this Lease, in or about the Leased Premises.

23.2.2 Lessee shall indemnify, defend and hold the City harmless from any and all costs, fees, penalties and charges assessed against or imposed upon the City including reasonable City attorneys' fees and costs as a result of Lessee's use, disposal, transportation, generation and/or sale of Hazardous Substances during the time the Lessee operated under this Lease only, and not for any time prior to this Lease.

23.2.3 Upon Lessee's default under this Section, in addition to the rights and remedies set forth elsewhere in this Lease, the City shall be entitled to the following rights and remedies:

23.2.3.1 At the City's option, to terminate this Lease immediately; and

23.2.3.2 To recover any and all damages associated with the default, including, but not limited to clean-up costs and charges, civil and criminal penalties

and fees, loss of business and sales by the City and any and all damages and claims asserted by third parties together with reasonable attorneys' fees and costs.

24. Licenses and Permits. Lessee, at its sole expense, shall obtain and maintain in force all licenses or permits, including, but not limited to a State of Idaho liquor license, which may be required for conducting the golf course and restaurant business, or for making repairs, alterations, improvements or additions to the Leased Premises.

25. Default and Re-Entry.

25.1 Lessee Failure to Pay - Defaults. If Lessee defaults under the rent payment terms of this Lease and such default is not cured within thirty (30) calendar days after written notice from the City, the City may terminate this Lease and re-enter the Leased Premises.

25.2 Other Lessee Defaults. Each of the following events is a default by Lessee and a breach of this Lease for which the City may terminate this Lease and re-enter the Leased Premises, if the same are not cured following notice and an opportunity to cure as provided in Section 25.5:

25.2.1 Failure of the Lessee to comply with the terms of this Lease.

25.2.2 The abandonment or vacation of the Leased Premises by the Lessee.

25.2.3 Any action by Lessee that results in the filing of a lien against the Leased Premises.

25.2.4 The appointment of a receiver to take possession of all or substantially all the assets of the Lessee.

25.2.5 A general assignment by Lessee for the benefit of creditors.

25.2.6 Any action taken or suffered by Lessee under any insolvency or bankruptcy act. If Lessee becomes insolvent, bankrupt, or if a receiver, assignee, or other liquidating officer is appointed for the Lessee's business, City may cancel this Lease, subject to applicable federal Bankruptcy Code regulations.

25.3 Lessee Continued Rent Liability on Default. Notwithstanding any default and re-entry, the liability of the Lessee for the full amounts payable by the Lessee under this Lease, including penalties and interest, shall not be extinguished for the balance of the Lease. Lessee shall pay to the City any deficiency arising from a re-letting of the Leased Premises at a lesser rental plus the reasonable costs and expenses of re-letting the Leased Premises including, but not limited to, commissions, and advertising.

25.4 City Defaults. Each of the following events is a default by the City and a breach of this Lease:

25.4.1 In the event of failure of the City to materially comply with the terms of this Lease after notice and an opportunity to cure as provided in Section 25.5, the Lessee

may terminate this Lease and vacate the Leased Premises and only the Base Rent pro rated rent payments due pursuant to the rent payments schedule through the date of the termination, plus any Profit Sharing Rent that may be due based upon the receipt of gross revenues in excess of the Threshold Revenue Level shall be due and payable by lessee to the City. Lessee specifically agrees that under no circumstances will the City be liable to Lessee for any consequential or other economic or non-economic damages claimed by Lessee as a result of a City breach of this Lease. Notwithstanding the foregoing, the City may be liable to lessee for consequential or other economic damages if the City breaches Sections 4.2, 4.3, or 16.2.1 of this Lease.

25.5 Notice and an Opportunity to Cure. For purposes of defaults by either the City or Lessee, other than defaults related to Lessee's failure to timely pay rent, "notice and an opportunity to cure" shall include written notice by the Party claiming default to the other Party and with respect to matters, other than repairs to the Leased Premises, shall require that the Party receiving the notice be given a thirty (30) day opportunity to cure. With respect to default claims associated with failures to repair any part of the Leased Premises provided by one Party to the other Party, the opportunity to cure shall mean the Party receiving the notice of default shall be permitted to Timely Repair. If the Party receiving the notice of default engages in or continues a Timely Repair, the Party receiving the notice of default shall not be in default of this Lease. For purposes of defaults, a Timely Repair is a repair being undertaken in compliance with Section 10.3 of this Lease.

26. Removal of Property. If the City, after Lessee's default, lawfully re-enters the Leased Premises, City shall have the right, but not the obligation, to remove all property located herein and to place such property in storage at the Lessee's expense and risk. If the Lessee does not pay the storage cost, after it has been stored for a period of thirty (30) calendar days or more and after giving lessee ten(10) days written notice of sale, City may, at its sole discretion, sell, or permit to be sold, any or all of the property at public or private sale.

City, at its sole discretion may retain any trade fixtures and other items of Lessee's property, which are not removed by the Lessee at the expiration of the Lease term or at such earlier time as Lessee's rights under this Lease may be terminated for default. At City's option title to fixtures and other property shall be vested in the City without any duty to account or pay to Lessee for the value of the property.

27. Holdover. If Lessee should holdover beyond the expiration of this Lease term, without the written consent of the City, Lessee shall pay as liquidated damages a sum equal to double the rent amount due the last year of the immediately preceding term. This Section shall not affect any of the City's rights to terminate this Lease and declare a forfeiture or to otherwise take possession of the Leased Premises.

28. Non-Waiver of Covenants. The City's failure to insist upon the strict performance of any provision of this Lease shall not be construed as depriving the City of the right to insist on strict performance of such provision in the future. The subsequent acceptance of rent, whether full or partial payment, by the City shall not be deemed a

waiver of any preceding breach by the Lessee of any term, covenant, or condition of this Lease, other than the failure of the Lessee to pay the particular part of the rent accepted, regardless of the City's knowledge of the preceding breach at the time of the acceptance of that part of the rent.

29. **Dispute Resolution.** In the event of a dispute by the Parties with respect to this Lease, the Parties agree to consider, but shall not be obligated to attempt to resolve the dispute through non-binding mediation prior to commencement of litigation. In the event of litigation of a dispute arising out of the existence of this Lease, jurisdiction and venue shall be in the Superior Court of the State of Idaho in and for Boundary County.

30. **Costs and Attorney's Fees.** Except as otherwise specifically set forth with respect to certain matters in this Lease, in the event of any litigation between the Parties arising out of the existence of or in any way involving this Lease, each Party shall pay all of its own reasonable attorney's fees and costs incurred in such litigation, regardless of the outcome.

31. **Force Majeure.** City's or Lessee's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control of City or Lessee, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, earthquakes, epidemics and strikes, but in the case of Lessee, not due to a downturn in the economy or increase in competition.

32. **Time.** TIME IS OF THE ESSENCE IN THIS LEASE.

33. **Binding on Heirs, Successors, and Assigns.** All the covenants, agreement terms, and conditions contained in this Lease shall apply to and be binding upon City and Lessee and their respective heirs, executors, administrators, successors and assigns, except as may be provided to the contrary in other Sections of this Lease.

34. **Savings Clause.** Nothing in this Lease shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Lease and any statute, law, public regulation or ordinance, including City ordinances that exist as of the effective date of this Lease, the latter shall prevail, but in such event, the provisions of this Lease affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

35. **Incorporation.** This Lease represents the entire agreement of the Parties. Unless set forth herein in writing, neither Party shall be bound by any previous statements or representations made, and each agrees that there are no such statements or representations being relied upon in making this Lease. No alterations, changes, or amendments to this Lease will be binding unless the Parties have executed a written amendment to this Lease.

36. **Governing Law.** This Lease shall be governed by the laws of the State of Idaho.

37. **Remedies Cumulative.** The specified remedies to which the City may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the City may be lawfully entitled in case of any default by Lessee. In addition to the remedies provided in this Lease, City shall be entitled to restraint by injunction of any violation, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease. The City's selection of one or more remedies shall not constitute an election of remedies to the exclusion of any other remedies.

38. **Conflict of Provisions.** In case of conflict between and among provisions in this Lease and Exhibits hereto, the more specific provisions of this Lease or the Exhibits hereto shall control.

39. **Status of Signors.** Each individual executing this Lease on behalf of a Party represents and warrants that said individual is duly authorized to execute and deliver this Lease on behalf of said Party, and that this Lease is binding upon said Party.

40. **Notices.** Any notices shall be effective if personally served upon the other Party or if mailed by registered or certified mail, return receipt requested, to the following addresses:

City: City of Bonners Ferry Attention: Mayor PO Box 149. Bonners Ferry, ID 83805

Lessee: Kootenai View Golf Resources, Inc. PO Box 3040 Bonners Ferry, ID 83805

Notices mailed shall be deemed given on the date of mailing. City and Lessee shall notify each other of any change of address.

41. **Interpretation.** This Lease has been submitted to the scrutiny of all Parties and their counsel and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration to or weight given to its being drafted by any Party or its counsel.

42. **Gender.** All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter genders.

**EXHIBIT "B" — MINIMUM MAINTENANCE AND OPERATION
REQUIREMENTS OF MIRROR LAKE GOLF COURSE LEASE – 2013**

The minimum maintenance and operation requirements to be performed by Lessee with respect to the Leased Premises shall include the following:

1. Lessee shall establish reasonable pricing for the use of Mirror lake Golf Course.
2. Weather permitting, Lessee shall keep the Mirror Lake Golf Course open for play from at least May 1 through September 30 ("Peak Golfing Season") of each year of the lease term, and any renewal term, and may keep the course open for play on additional dates depending upon the weather.
3. With respect to the use of the course during the Peak Golfing Season, Lessee shall keep the course open seven (7) days a week with possible late start or mid-week partial day closures permitted for purposes of reasonably maintaining the Golf Course.
4. Lessee shall not discriminate against individuals desiring to utilize the Golf Course on the basis of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except, Lessee may set aside times for historical association events.
5. Weather permitting, it shall be the obligation of the Lessee to mow the greens four (4) times weekly during the Peak Golfing Season. Tee areas will be mowed as frequently as may be necessary, but no less than twice weekly during the Peak Golfing Season. Each fairway shall be mowed twice weekly during the Peak Golfing Season. All irrigated roughs shall be mowed at least once weekly during the Peak Golfing Season.
6. The Lessee shall fertilize the following portions of the Mirror Lake Golf Course as frequently as necessary but at a minimum, according to the following schedule during each golfing season:
 - a. Each fairway and tee area shall receive a minimum of one (1) application of the appropriate amounts of fertilizer;
 - b. Each green shall receive a minimum of four (4) applications of the appropriate amounts of fertilizer;
 - c. Irrigated roughs will be fertilized with the fairways at least once per season.

The Lessee shall make further applications of fertilizer as required if the results of regularly conducted soil tests of all the above-referenced areas disclose a need for further fertilization.

7. The Lessee shall apply turf fungicides to all greens whenever necessary to control fungus.

8. The lessee shall apply a top dressing material, as needed, to all greens during each golfing season. All materials needed therefore shall be supplied by the lessee.
9. All greens shall be verticut or groomed as needed during the Peak Golfing Season.
10. All greens shall be aerated and sanded at least once annually during the golfing season.
11. The cups and tee markers shall be repositioned at least twice weekly during the peak Golfing Season.
12. Herbicides shall be applied to each tee area, fairway, and greens as needed.
13. The Lessee shall mow, fertilize, and maintain in good appearance all grounds and plantings around the Leased Premises.
14. All rest rooms shall be cleaned daily.
15. The Pro Shop shall contain a place for those desiring to golf the course to pay greens fees and other Golf Course use related fees.
17. The Pro Shop shall be stocked with equipment and merchandise with a wholesale value of the inventory of not less than Five Thousand Dollars (\$5,000) during the Peak Golfing Season.
18. At least four (4) sets of right-handed rental clubs and one (1) set of left-handed rental clubs shall be available for reservation or use during the Peak Golfing Season.
19. A minimum of twelve (12) power drive carts shall be available for rent during the Peak Golfing Season.
20. Tournaments shall be scheduled at the discretion of the Lessee, and notice of course closures for the public due to tournaments will be made available as soon as reasonably possible.
21. Course closures as a result of tournaments shall be identified and posted as soon as reasonably possible after the tournaments are scheduled.
22. Lessee may establish a reasonable dress code for use on the golf course, restaurant, and Clubhouse facilities.

Exhibit A – Location of Premises

Exhibit B – Maintenance Practices

Exhibit C - Inventory and Personal Property to be bought by Lessee

Exhibit D – Kitchen equipment owned and to be retained by the City



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3755
SEATTLE, WASHINGTON 98124-3755

JAN 31 2014

Design Branch

Dear Sponsor:

The purpose of this letter is to inform you about the U.S. Army Corps of Engineers' (Corps) plan to revise its policy for initial and continuing eligibility criteria for levees in the Public Law (PL) 84-99 Rehabilitation Program. As a non-Federal levee sponsor, it is important you are aware of the general nature and timing of these anticipated changes with specific details to be provided as they become available.

Consistent with the Corps' guidance of November 25, 2013, and until further notice, rehabilitation eligibility decisions are suspended for all flood-risk management projects being considered for the PL 84-99 program while current eligibility criteria is evaluated and interim eligibility criteria is developed. Project eligibility status will not change during the pause; additional projects will not be included/made eligible nor excluded/made ineligible for the program. This pause in eligibility decisionmaking applies to all categories of flood-risk management projects, including levees, channels, floodwalls, and dams. Projects eligible prior to the pause remain eligible as it continues, while ineligible projects remain ineligible independent of ongoing inspection results and/or deficiency remedies. Sponsors will still need to request repair/rehabilitation assistance in writing within 30 days of a flood event that damages an eligible levee.

All Corps PL 84-99 and Levee Safety Program inspections and activities will continue. The results of those inspection reports and recommendations for levee reliability improvement will continue to be communicated to you as the flood-risk management project non-Federal sponsor. Although eligibility decisions are temporarily suspended, levee sponsors remain responsible to ensure project(s) are properly operated and maintained according to operations and maintenance manual(s) and project cooperation agreement(s). Non-Federal levee sponsors can use the Corps data to inform their risk management programs.


Interim eligibility guidance is anticipated to be issued in March 2014. The forthcoming guidance will contain interim eligibility criteria and will address those projects where eligibility determinations may resume and those remaining on pause until final policy revisions and eligibility criteria are issued. It is anticipated the final products will be developed and issued as part of the larger comprehensive effort to revise the Corps regulation, and associated 33 CFR Part 203, for emergency management/PL 84-99. This will be a longer effort and may be subject to the Federal rulemaking process. Final eligibility criteria will take into consideration lessons learned by Corps districts from application of the interim criteria and public feedback.

Ongoing System-Wide Improvement Framework (SWIF) actions should continue. Sponsors with an approved Letter of Intent (LOI) should continue to develop and implement SWIF plans according to approved schedules.

While specific details are being developed, the general nature of the changes being considered for how the Corps will use inspection information to make program eligibility decisions can be summarized as incorporation of broader concepts of flood-risk management, risk communication and risk-informed decisionmaking rather than simply a strict adherence to standards, and incorporation of the philosophy and concepts associated with the current SWIF that supports a "fix-the-worst-first" system approach to reduce risk to life safety while reducing impacts to the environment and locally impacted economies.

The Corps understands the urgency to resume eligibility determinations and is diligently working through this process. If you have additional questions regarding this information, please contact Douglas Weber of my staff at (206) 764-3406 or email at douglas.t.weber@usace.army.mil.

Sincerely,



Bruce A. Estok
Colonel, Corps of Engineers
District Commander



Bonners Ferry Police

Chief David Kramer

208-267-4391 or 267-2412

To: Mayor Anderson and City Council

From: Chief David Kramer

Date: February 13, 2014

RE: Meeting with General Richy

Meeting February 27th 11am at the Commissioners Office:

You are invited to join the Commissioners and the Chair of the Kootenai Tribe of Idaho for a meeting with the Director of Idaho Bureau of Homeland Security- Brigadier General Richy. There is no agenda for the meeting, he wanted an opportunity to meet the local elected Officials in person and answer any questions or concerns that you may have.