

### **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**

**April 1, 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 March 18, 2014 Regular Council Meeting Minutes

#### **OLD BUSINESS**

5. City – Discuss Kootenai Tribal Contract (attachment)
6. Golf – Discuss Golf Contract

#### **NEW BUSINESS**

7. City – Approve Parade Permit for American Legion Memorial Day Parade on May 26, 2014 (attachment)
8. City – Authorize Mayor to Sign Annual Excavation Contract with APEX Construction Services, LLC (attachment)
9. Fire – Approve Purchase of Used Dodge Pickup from Idaho State Fire Marshall's Office (attachment)
10. Water – Authorization to Bid for Coating for Steel Tank (attachment)
11. City – Authorize Construction at City Yard for Installation of Fiber and New Water Lines (attachment)
12. Water/Sewer – Authorize Hire of Mike Klaus for Engineering Services (attachment)

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

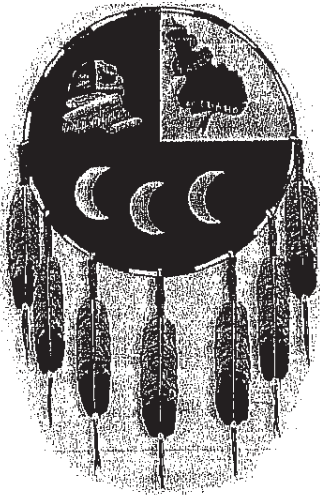
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations 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**

- 13. City – Boundary Volunteer Ambulance Calls for October, 2013 through February, 2014 (attachment)
- 14. Water/Street – Claim for Damage (attachment)
- 15. City – Letter Dated March 24, 2014 from Army Corps of Engineers RE: Levy Standards (attachment)
- 16. City – PRIMA Training on April 29, 2014 in Coeur d'Alene (attachment)



# Kootenai Tribe of Idaho

P.O. Box 1269  
Bonners Ferry, ID 83805  
Ph# (208) 267-3519  
Fax (208) 267-2960

18 March 2014

Mayor Dave Anderson  
City of Bonners Ferry ID  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805

Dear Mayor Anderson:

Thank you and City Council Chairman Rick Alonzo for meeting with the Kootenai Tribal Council this morning.

The Tribal Council deliberated and offers the following:

- (1) Cancel the contracted Tribal law enforcement services portion of the Agreement.
- (2) Enter into a contract with the City of Bonners Ferry for fire protection services for the portions of the Kootenai Indian Reservation within the exterior boundaries of the City of Bonners Ferry at the rate of \$21,000 per year, prorated from the date of signature of both parties.

If this offer is acceptable to the City of Bonners Ferry, please execute the attached agreement and return to the Tribe for signature.

We look forward to continuing our work together.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Gary Aitken, Jr.", written over a horizontal line.

Gary Aitken, Jr.  
Chairman

Cc: Billy Barquin, Tribal Attorney

## **CONTRACT FOR FIRE PROTECTION SERVICES**

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

### **PARTIES**

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

### **FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.**

#### **A.**

#### **SCOPE OF SERVICES**

The CITY shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this Contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

**B.**

**FIRE HYDRANTS**

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

**C.**

**PROGRESS AND FINAL REPORTS**

The CITY shall submit quarterly to the TRIBE through its authorized representative Fire Protection Progress Reports in triplicate. The reports will contain at a minimum:

- 1. Type of service rendered, including, but not limited to:**
  - a. response to fire alerts.
  - b. investigations.
- 2. Preventative programs and activities.**

The CITY shall also submit to the TRIBE an Annual Narrative Report containing the same information required in the quarterly Progress Report.

**GENERAL TERMS AND CONDITIONS**

**A.**

**SUPPLIES, EQUIPMENT & FACILITIES**

At its expense, the CITY shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the TRIBE unless otherwise expressly provided herein.

**B.**

**CONTRACT TERM**

The period of this Contract shall be the period beginning \_\_\_\_\_ and ending September 30, 2014 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

**C.**

**CONTRACT AMOUNT**

CITY shall receive compensation for services provided under this Contract in the amount of twenty-one thousand United States dollars (US\$21,000.00), which amount shall be prorated from the date of signature of both parties.

**D.**

**DISPUTES**

Disputes arising under this contract shall be resolved by binding arbitration through the United States Department of the Interior Bureau of Indian Affairs or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

**E.**

**INDEMNIFICATION**

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing

the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

**F.**

**PAYMENT IN LIEU OF TAXES**

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the TRIBE to the CITY for TRIBE-owned property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Contract, for the period such taxes are paid payments herewith shall be fully refunded and the Contract shall automatically terminate.

**G.**

**VOLUME CONSIDERATION**

This Contract is entered into based upon the assumption that the facilities owned and operated by the TRIBE are as they now exist. In the event that, during the term of this Contract, the TRIBE shall modify its facilities to increase its capacity, it is anticipated that there may be a corresponding increase in the demand for the CITY's services as contracted for by this Contract. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the CITY for the services that the CITY hereby agrees to provide.

**H.**

**TRIBAL COOPERATION**

The TRIBE will cooperate with the CITY authorities and employees responsible for the performance of the duties herein. The TRIBE will make

available to the CITY's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the TRIBE and failure to provide such will relieve the CITY of its duties under this Agreement.

I.

**HOLD OVER CLAUSE**

In the event that this Contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the TRIBE or the CITY provide notice of its cancellation. It is agreed that the CITY shall be reimbursed at the original Contract rate until such time as a new Contract has been executed, at which time the TRIBE shall retroactively reimburse the CITY at the new rate.

DATED this \_\_\_ day of \_\_\_\_\_, 2014.

**KOOTENAI TRIBE OF IDAHO**

**Attest:**

By: \_\_\_\_\_  
Gary Aitken, Jr., Chairman

By: \_\_\_\_\_  
Velma Bahe, Secretary

**CITY OF BONNERS FERRY**

**Attest:**

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

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



RECEIVED

MAR 14 2014

City of Bonners Ferry  
Parade Permit Request

CITY OF BONNERS FERRY

Applicant: American Legion  
(Organization)

Are you a non-profit: Yes If yes, non-profit # \_\_\_\_\_

Do you have insurance for this event: Yes Policy: Nature American Legion Ins.

Address: Po Box 996, B.F. ID 83805

Purpose: Memorial Day

Parade Date: 26 May Time: 10:00 AM

Describe parade route & include sketch: See Attached

- \* No throwing candy or items from other vehicles (must be handed out)
- \* No sirens during parade
- \* No-debris left on street. If animals are to be in the parade there must be someone designated to follow and clean up after them.

Special conditions: \_\_\_\_\_

I request approval for the above parade, and agree to the terms and conditions. I am an authorized representative of the group making application.

Signature: [Signature] Title: Commander Phone: 208 304 2910

Date of request: 3-14-14 (minimum of 30 days advanced notice required.)

Approved: Chief of Police: [Signature] Date: 3/17/2014

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

**Fees Paid:**

Special Event Fee \$35.00 · Waived \_\_\_\_\_ Paid X Date: 3-14-14

Cleanup Fee \$100.00 Waived \_\_\_\_\_ Paid \_\_\_\_\_ Date: \_\_\_\_\_

ARIZONA STREET

KOOTENAI STREET

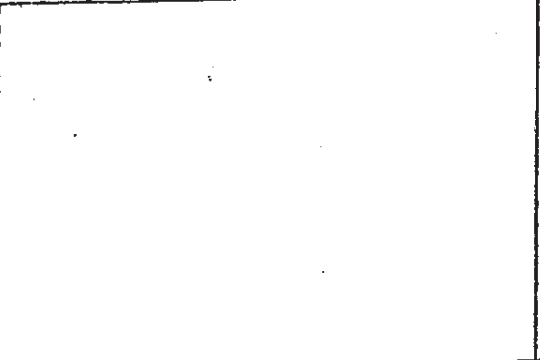
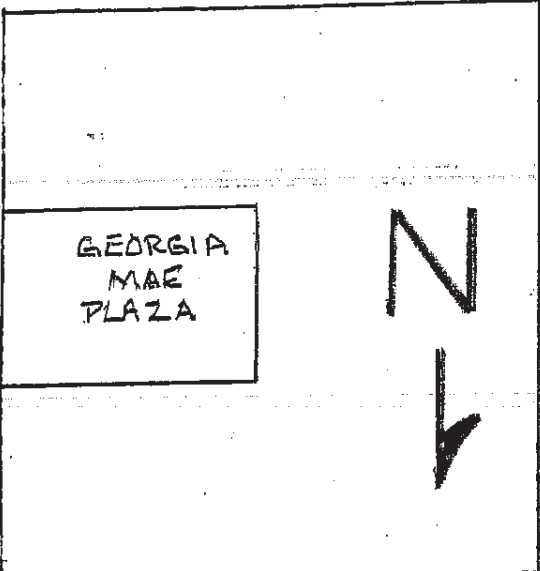
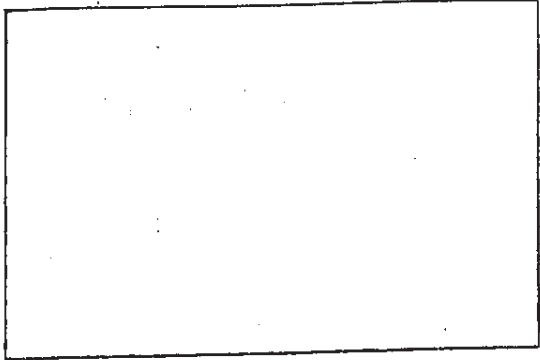
MAIN STREET

FIRST STREET

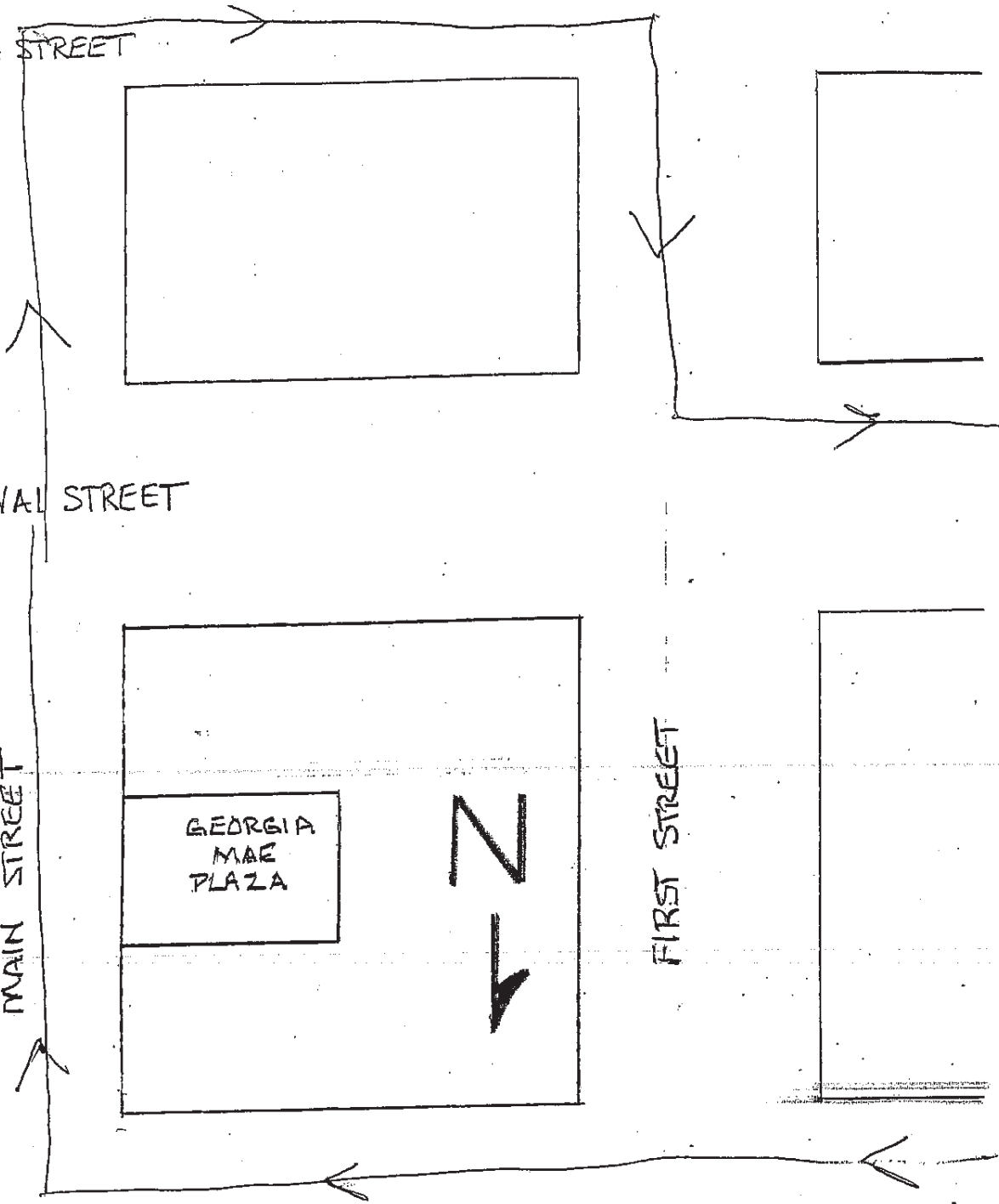
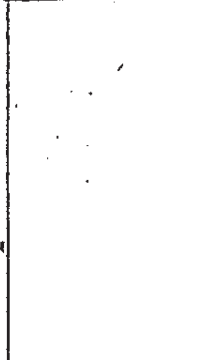
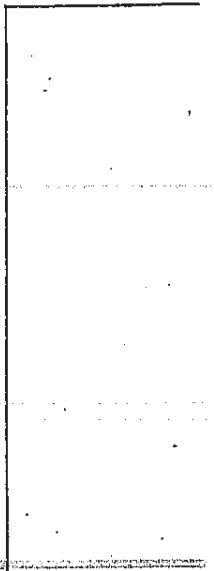
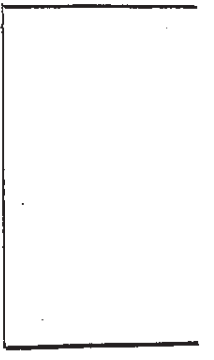
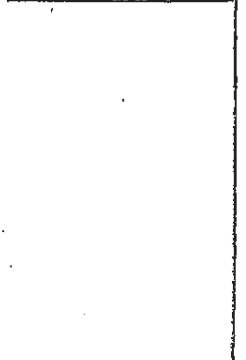
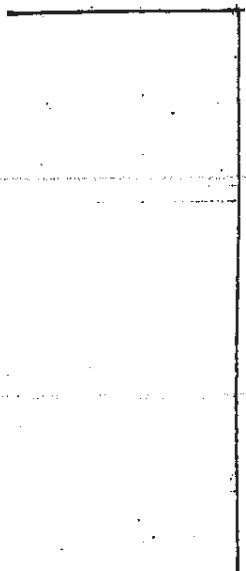
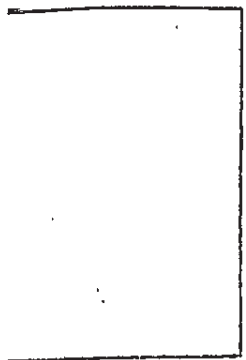
BONNER STREET

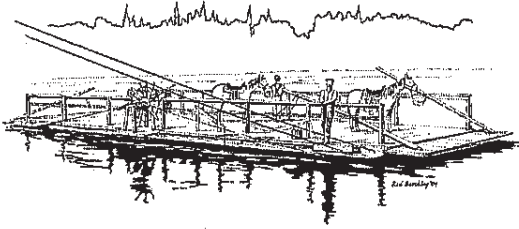
TO FAIRGROUNDS

RIVERSIDE STREET



GEORGIA  
MAE  
PLAZA





# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 28 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Annual Excavation Contracts.

Attached are the Subject Contracts we have received since last council meeting.

SJB

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and APEX Construction Services, LLC herein "CONTRACTOR", (Idaho PWC-C-16790-B-1-2, Contractor license RCE-13934)

THE PARTIES AGREE AS FOLLOWS:

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

Excavation, heavy equipment services, and underground utility installation

---

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR will work at various times as directed by the City from 1 January 2014 and continue until 31 December 2014 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

- The sum of \$ 85, per hour for Backhoe work.
- The sum of \$ 110, per hour for D5 Dozer work.
- The sum of \$ 100, per hour for 12 Yard Dump Truck work.
- The sum of \$ 130, per hour for 30 ton 6x6 rock truck work.
- The sum of \$ 110, per hour for Side dumptruck (25 c.y.) work.
- The sum of \$ 110, per hour for End dumptruck (20 c.y.) work.
- The sum of \$ 135, per hour for 70,000lb Excavator work.
- The sum of \$ 110, per hour for 36,000lb Excavator work.
- The sum of \$ 105, per hour for 32,000lb Excavator work.
- The sum of \$ 105, per hour for 30,000lb Excavator work.
- The sum of \$ 80, per hour for 16,000lb Excavator work.
- The sum of \$ 85, per hour for 72" drum roller work.
- The sum of \$ 140, per hour for 35 ton hydraulic rough terrain crane work.
- The sum of \$ 160, per hour for 65 ton lattice boom truck crane work.
- The sum of \$ 35, per hour for an additional Labor if required.
- The sum of \$ 65, per hour for double drum, sheeps foot trench roller 32".

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the

performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

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

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

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

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

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

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

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:

CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:

By \_\_\_\_\_  
(Name)

By Dave Anderson MAYOR

Its \_\_\_\_\_  
(Title or Office)

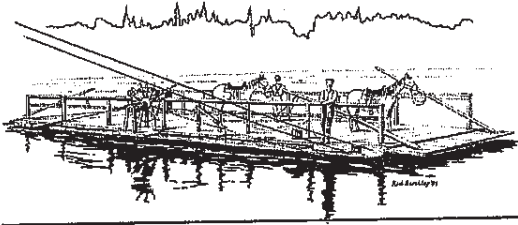
ATTEST:

Kris Larson, Clerk

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_ as attorney for \_\_\_\_\_  
(Governmental Entity).



## CITY OF BONNERS FERRY

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

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# Memo

**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 3/28/2014  
**Re:** Used Pickup

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The Fire Department has been awarded donations from Union Pacific Railroad and TransCanada in the amount of \$14,500. Pat would like permission to spend \$5,000 on a used 2005 Dodge Dakota pickup that is no longer needed by the Idaho State Fire Marshall's Office. This would replace the 1995 Chevy pickup that Pat currently drives.

Pat said his 1995 Chevy would be available to another city department.

Thanks,

Kris

**Kris Larson**

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**From:** Pat Warkentin <patw@bonnersferry.id.gov>  
**Sent:** Friday, March 28, 2014 10:17 AM  
**To:** klarson@bonnersferry.id.gov  
**Subject:** FW: Dogdge dakota Pickups

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**From:** Mark Larson [mailto:Mark.Larson@doi.idaho.gov]  
**Sent:** Thursday, March 27, 2014 3:35 PM  
**To:** 'patw@bonnersferry.id.gov'; 'firechief@smfpd.com'  
**Subject:** Dogdge dakota Pickups

Good afternoon gentlemen,

I just received word that all of the "OK's" on our end have been resolved

What is needed now is for you folks to send us money

A check made payable to ...

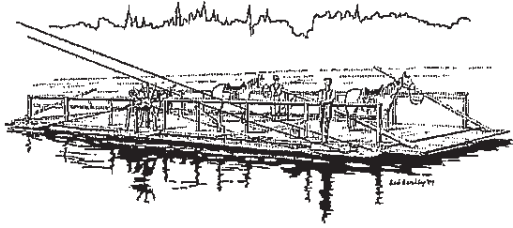
Idaho department of Insurance... for \$5000.00

Send it to :

Idaho Department of Insurance  
700 West State Street, Third Floor  
Boise, ID 83720  
Attn.: Renee Iverson

We look forward to getting your new vehicles to you in a timely manner !

Mark Larson  
Idaho State Fire Marshal  
700 West State Street  
Boise, ID 83720  
208-334-4370



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

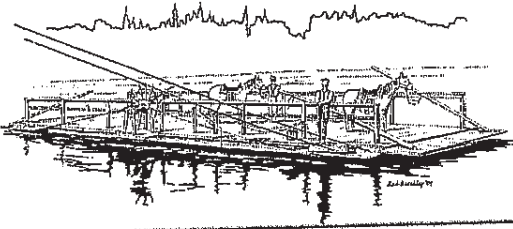
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Date: 28 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Steel Tank Bid.

This memo is to recommend that the City go out for quotes to coat the floor of our 420,000 gallon steel tank. Attached is the request for quotes. Based on preliminary numbers we expect the quotes to come in at around \$30,000.

SJB





## CITY OF BONNERS FERRY

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

27 March 2014

Subject: 2014 Steel Tank Floor Coating

The City of Bonners Ferry is requesting for a floor coating to repair a 1940's steel tank. This quote is for labor and materials. Attached performance and payment bonds will be required from the successful bidder. Further, this bid is written as a performance based bid and the performance bond is to for two years. All work shall be in accordance with the 2010 Idaho Standards for Public Works Construction and meet the attached specifications and conditions.

Responses to this request for quotes are per Idaho Code Title 67 Chapter 28 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote needs to be delivered to City Hall on the attached form by 2:00 p.m. Thursday, 1 May 2014. If you have any objections to these specifications they need to be provided by 2:00 p.m. Thursday, 24 April 2014.

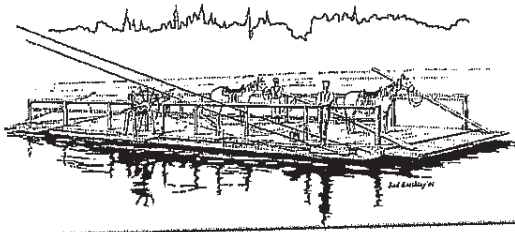
The City to reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities.

If you have any questions feel free to call me at 267-0357.

Sincerely,

*STB*

Stephen Boorman  
City Administrator



## CITY OF BONNERS FERRY

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

### Specifications – 2014 Steel Tank Floor Coating

The City of Bonners Ferry is requesting quotes for a floor coating to repair a 1940's steel tank. This quote is for labor and materials. This bid is written as a performance based bid and the City will require a performance bond for two years. All work shall be in accordance with the 2010 Idaho Standards for Public Works Construction and meet the below specifications. This job will need to be completed within 45 days from the notice to proceed.

#### Narrative:

The City has a 420,000 gallon tank, approximately 25' high and 55' diameter, that the City purchased used from Faragut Naval Base after World War 2. In 1969 the tank walls were fiber glassed and the walls and floor were coated with Steelcote Epo-Line 164. In 2011 the City drained the tank a number of times for structural analysis of the roof. In the fall of 2011 the City did significant work to the roof structure. After this work the leakage from the tank increased significantly. It is suspected that the work and cycles of complete drainage and refilling of the tank have contributed to the floor leakage.

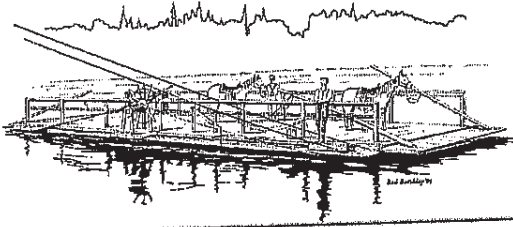
Our most recent measurements of the tank leakage show that the tank currently leaking approximately 13,400 gallons per day. As the tank is fully above grade and no leaks are visible on the external surfaces of the tank it is assumed that the leakage is through the floor. We have recently removed some coupons from the tank floor and have found that the material under the tank is  $\frac{3}{4}$ " minus crushed rock. When empty the gap between the aggregate and the floor was less than  $\frac{1}{2}$  inch. The test holes have been repaired with a welded patch. A leak test was conducted by American Leak Detection on 3/31/14.

#### Specifications:

1. Must be Potable Water Approved in accordance with ANSI/NSF 61
2. Must conform to AWWA D102 ICS#4
3. Leakage must be less than .075% for 24 hours (approximately 315 gallons per day)

#### Attached:

1. Original 1944 Tank Drawing.
2. American Leak Detection Survey, dtd 3/31/14
3. Reservoir Inspection Form
4. 2006 Wall Thickness Survey
5. Tank photos



# CITY OF BONNERS FERRY

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

## Quote – 2014 STEEL TANK FLOOR COATING

Prep Steel Tank Floor (lump sum)

\_\_\_\_\_  
(Amount spelled out in words)

\_\_\_\_\_  
(Amount spelled out in numbers)

Coat Steel Tank Floor (lump sum)

\_\_\_\_\_  
(Amount spelled out in words)

\_\_\_\_\_  
(Amount spelled out in numbers)

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Signed \_\_\_\_\_

Name and Title \_\_\_\_\_

Date \_\_\_\_\_

Company Name and Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number \_\_\_\_\_

Idaho Contractors License Number \_\_\_\_\_

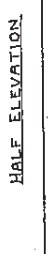
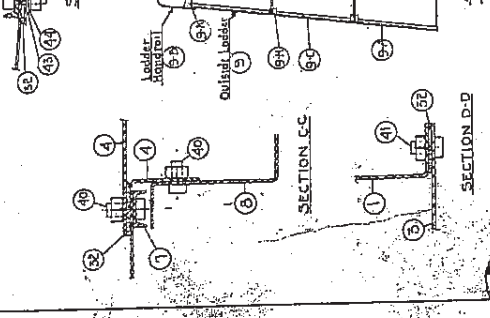
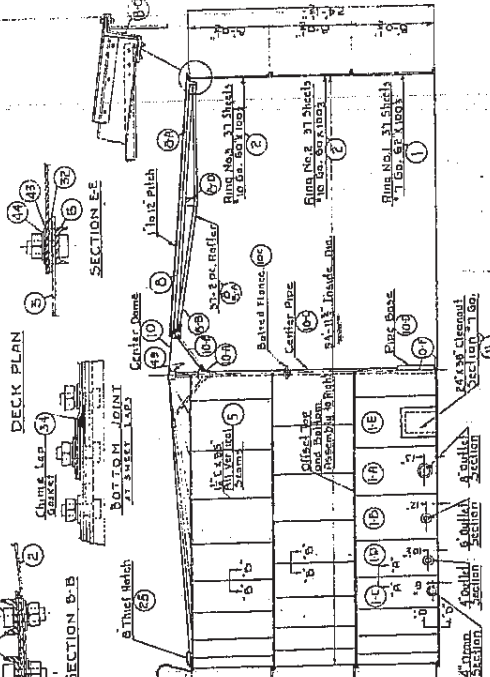
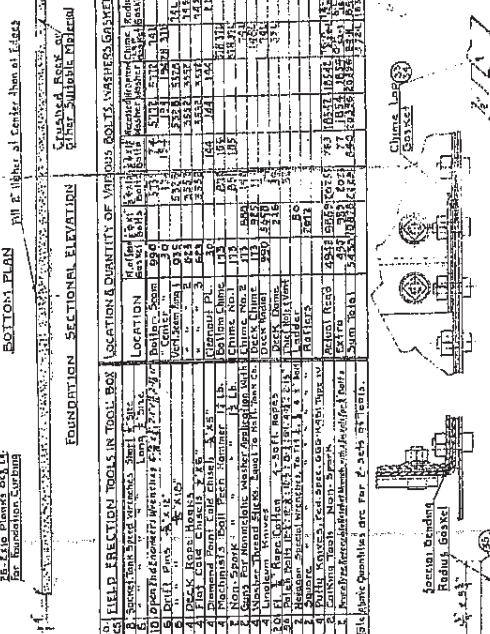
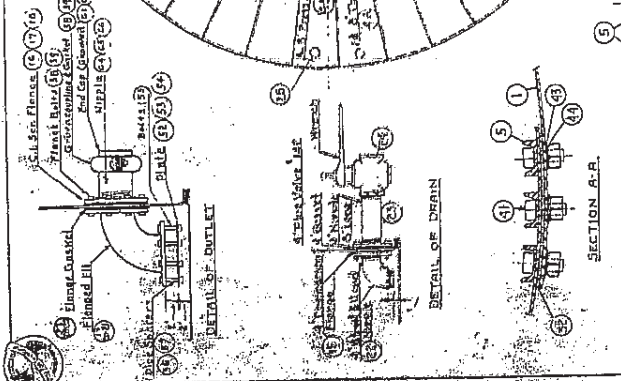
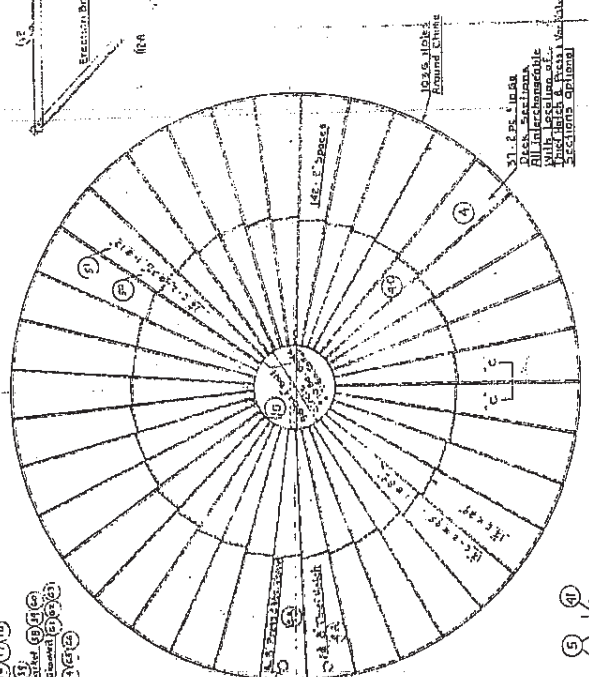
Public Works Contractors License Number \_\_\_\_\_

**PARTS LIST**

| QTY | DESCRIPTION                      | UNIT  | QTY | DESCRIPTION                      | UNIT  |
|-----|----------------------------------|-------|-----|----------------------------------|-------|
| 1   | STEEL SHEET 1/2" THICK 36" X 48" | SHEET | 1   | STEEL SHEET 1/2" THICK 36" X 48" | SHEET |
| 2   | STEEL SHEET 1/2" THICK 36" X 48" | SHEET | 2   | STEEL SHEET 1/2" THICK 36" X 48" | SHEET |
| ... | ...                              | ...   | ... | ...                              | ...   |
| 1   | WATER TIGHT GASKET               | PAIR  | 1   | WATER TIGHT GASKET               | PAIR  |
| ... | ...                              | ...   | ... | ...                              | ...   |

FOR THE DESIGN OF THIS TANK CONSULT THE TANK DESIGN MANUAL OF THE U.S. ARMY CORP. OF ENGINEERS  
**COLUMBIAN STEEL TANK COMPANY**  
 1234 5th St. N.W. Wash. D.C.  
 DIVISION OF ENGINEERS

WA 1944-8002



**FIELD FRECTION TOOLS IN TOOL BOX**

| Location                       | Material                    | Quantity |
|--------------------------------|-----------------------------|----------|
| 1. Section Detailing           | Section Detailing           | 1        |
| 2. Radius Gasket               | Radius Gasket               | 1        |
| 3. Chime Over Chime Lap Gasket | Chime Over Chime Lap Gasket | 1        |
| ...                            | ...                         | ...      |
| Sum Total                      |                             | 4        |

**FOUNDATION SECTIONAL ELEVATION**

| Location                          | Material                       | Quantity |
|-----------------------------------|--------------------------------|----------|
| 1. Foundation Sectional Elevation | Foundation Sectional Elevation | 1        |
| 2. Foundation Sectional Elevation | Foundation Sectional Elevation | 1        |
| ...                               | ...                            | ...      |
| Sum Total                         |                                | 2        |

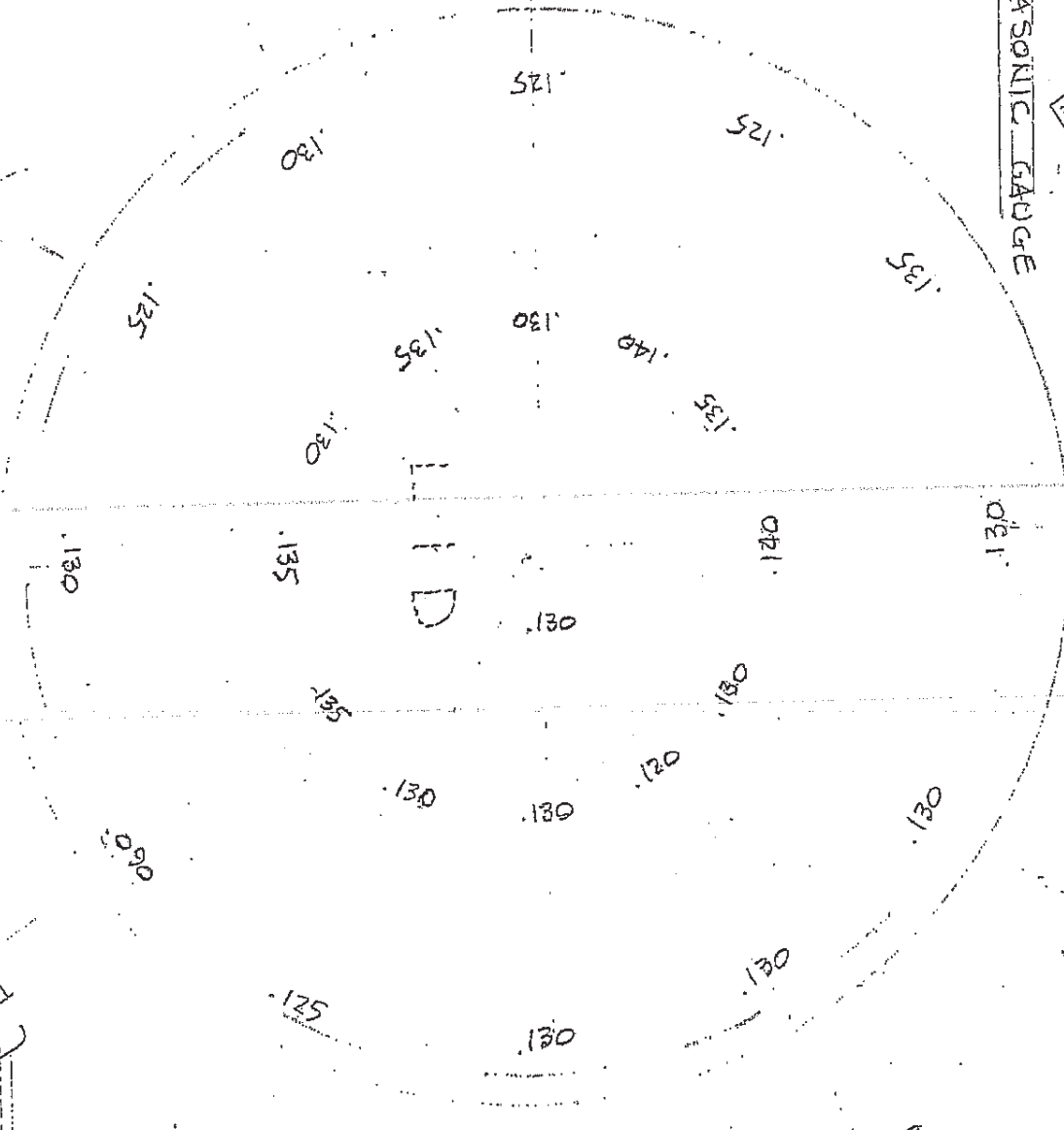
**FOUNDATION SECTIONAL ELEVATION**

| Location                          | Material                       | Quantity |
|-----------------------------------|--------------------------------|----------|
| 1. Foundation Sectional Elevation | Foundation Sectional Elevation | 1        |
| 2. Foundation Sectional Elevation | Foundation Sectional Elevation | 1        |
| ...                               | ...                            | ...      |
| Sum Total                         |                                | 2        |

SECTION T. 35-4-4

CITY STEEL T.K.  
 THICKNESSES  
 JAN. 3, 2006

CYGBS - 4 ULTRASONIC GAUGE



|       |
|-------|
| .175  |
| .140  |
| .135" |

|      |
|------|
| .081 |
| .140 |
| .171 |

|      |
|------|
| .130 |
| .180 |
| .175 |

|       |
|-------|
| .120" |
| .135  |
| .180  |

|       |
|-------|
| .130" |
| .130  |
| .145  |

|       |
|-------|
| .130" |
| .060  |
| .170  |

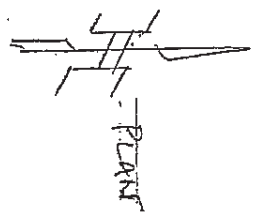
|       |
|-------|
| .130" |
| .130  |
| .175  |

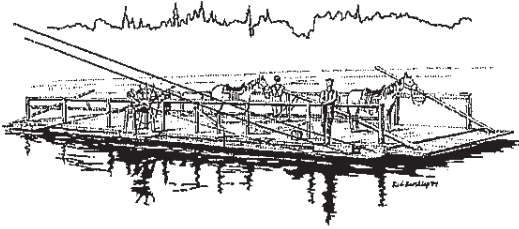
|       |
|-------|
| .135" |
| .130  |
| .170  |

|       |
|-------|
| .135" |
| .135  |
| .170  |

3 WALL COURSES  
 (BOTTOM COURSE HEAVIER)

WP2006-0001





# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

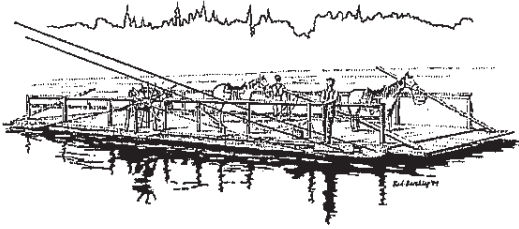
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Date: 28 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: City Yard Fiber.

This memo is to recommend that the City install fiber and new water lines in the City yards to replace our existing wireless system and old water lines. This will increase the computer speeds on the hill, reduce the network problems, provide the infrastructure for a future voip phone system, and replace a water line that has had leaks in the past.

Expected cost include contracted excavation labor and <sup>materials</sup> ~~water~~, estimated at \$7,500.

SJB



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

---

Date: 28 March 2014  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Hire of Mike Klaus.

This memo is to recommend that the Council consider hiring of Mike Klaus on an as needed basis for engineering services. This position would not include any benefits. The recommended rate is \$35 per hour. This would be similar to the way we have treated Mike Woodward and Albert Solt.

SJB



**BOUNDARY VOLUNTEER AMBULANCE, INC.**  
**6447 RAILROAD STREET**  
**PO BOX 441**  
**BONNERS FERRY, IDAHO 83805**  
**Office: 208-267-2604 Fax: 208-267-9408**

3/27/14

Boundary County Commissioners

RE: BVA Call Reporting

| <b>Oct'2013-Feb'2014</b>  | <b>October-13</b> | <b>November-13</b> | <b>December-13</b> | <b>January-14</b> | <b>February-14</b> | <b>Totals</b> |
|---------------------------|-------------------|--------------------|--------------------|-------------------|--------------------|---------------|
| BF Fire Dept              | 35                | 26                 | 14                 | 30                | 30                 | 135           |
| Hall Mtn Fire Dept        | 1                 | 3                  | 4                  | 3                 | 1                  | 12            |
| North Bench Fire Dept     | 13                | 7                  | 11                 | 14                | 9                  | 54            |
| Curly Creek Fire Dept     | 1                 | 2                  | 5                  | 7                 | 0                  | 15            |
| Moyie Springs Fire Dept   | 6                 | 2                  | 1                  | 3                 | 2                  | 14            |
| Paradise Valley Fire Dept | 5                 | 5                  | 7                  | 7                 | 11                 | 35            |
| South Boundary Fire Dept  | 6                 | 4                  | 6                  | 4                 | 10                 | 30            |
| Interfacility Transports  | 10                | 6                  | 11                 | 13                | 10                 | 50            |
| <b>TOTAL</b>              | <b>77</b>         | <b>55</b>          | <b>59</b>          | <b>81</b>         | <b>73</b>          | <b>345</b>    |

| <b>Oct'2013-Feb'2014</b>        | <b>October-13</b> | <b>November-13</b> | <b>December-13</b> | <b>January-14</b> | <b>February-14</b> | <b>Totals</b> |
|---------------------------------|-------------------|--------------------|--------------------|-------------------|--------------------|---------------|
| 911 and MVAs                    | 33                | 22                 | 27                 | 42                | 41                 | 165           |
| Fire/Police Standbys            | 19                | 6                  | 4                  | 9                 | 6                  | 44            |
| Treat & Release/Refusals/Cancel | 15                | 21                 | 17                 | 17                | 16                 | 86            |
| Interfacility Transports        | 10                | 6                  | 11                 | 13                | 10                 | 50            |
|                                 | <b>77</b>         | <b>55</b>          | <b>59</b>          | <b>81</b>         | <b>73</b>          | <b>345</b>    |

Contact me if you have any questions.

Thank you,

*Kenneth V. Baker* 3/27/14

Kenneth V. Baker

Date

Chief/President



# NOTICE OF TORT

## For Damage or Injury

**ATTENTION:**

This form is to be completed by the claimant and is a requirement that if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you, is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: Second Chance Animal Adoption, Inc  
 Address: PO Box 1925  
 City: Bonnors Ferry State: ID Zip Code: 83805  
 Address for the Six Months Prior to the Date of the Damage or Injury Occurred: same address  
 Home Number: (208) 267-9427 Work Number: ( )

Date of Incident: 2/6/14 -> 3/4/14 Time: N/A A.M. or P.M.  
 Location of Occurrence: 6647 Lincoln Street

Injuries that Resulted: Damage + additional snow/slush/ice removal expense.

Provide a Description of What Happened: We are a public entity non-profit  
 (Please attach any additional information you deem necessary)

organization supported by the city, county, donations, animal care adoption fees and thrift store proceeds.

#1- The icy slush created by an ongoing leak in a water pipe created an unsafe condition in front of our store + shelter entrances. We incurred extra expense to remove this slush + maintain a safe entrance area. (see attachment).

#2- The road + parking area is seriously damaged + ruts + ditching.

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against The city of Bonnors Ferry (a public entity)  
 for damages + repair in the amount of \$180<sup>00</sup> plus parking lot repair  
 (damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S. C. 1395.

Date of Birth \_\_\_\_\_  
 SSN \_\_\_\_\_  
 Medicare/Medicaid Number \_\_\_\_\_

**RECEIVED**

MAR 20 2014 9:30am

Signature: Mila Cousins Date: 3/19/14  
Secretary SCAA BOD. CITY OF BONNORS FERRY

717617

# Solutions

For Home & Business Owners  
 P.O. Box 1154 (208) 290-8947  
 Bonners Ferry, ID 83805

## INVOICE

|  |
|--|
| NAME: <i>Second Chance</i>                       |
| ADDRESS: <i>P.O. Box 1925</i>                    |
| CITY, STATE, ZIP: <i>Bonners Ferry, Id 83805</i> |

|  |
|--|
| SHIP TO: <i>SAME / City of Bonners Ferry</i> |
| ADDRESS:                                     |
| CITY, STATE, ZIP:                            |

| CUSTOMER'S ORDER:   | SOLD BY: | TERMS: | SHIPPED VIA: | F.O.B.: | DATE:            |
|---|----------|--------|--------------|---------|------------------|
|   |          |        |              |         | <i>3-19-14</i>   |
| <i>2-6-14</i>   |          |        |              |         | <i>\$ 30 00</i>  |
| <i>2-7-14</i>   |          |        |              |         | <i>\$ 30 00</i>  |
| <i>2-11-14</i>  |          |        |              |         | <i>\$ 30 00</i>  |
| <i>2-29-14</i>  |          |        |              |         | <i>\$ 30 00</i>  |
| <i>* Ice Water Clean up Caused By Water running down the Street For February 2014</i> |          |        |              |         | <i>\$120 00</i>  |
| <i>3-3-14</i>   |          |        |              |         | <i>\$ 30 00</i>  |
| <i>3-4-14</i>   |          |        |              |         | <i>\$ 30 00</i>  |
| <i>* Ice Water Clean up Caused By Water running down the Street for March 2014</i>    |          |        |              |         | <i>\$ 60 00</i>  |
| <i>Grand Total for Extra Time Clean up of Ice Slush on Street</i>                     |          |        |              |         | <i>\$ 780 00</i> |
| <i>Please Put Solutions Norm Aldridge on All Checks</i>                               |          |        |              |         |                  |

## INVOICE

©2001 REDIFORM® 7L736



REPLY TO  
ATTENTION OF

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

Design Branch

MAR 24 2014

Dear Sponsor:

This letter provides the specific details about near and long-term changes to the U.S. Army Corps of Engineers (Corps) policy for eligibility criteria for levees in the Public Law (PL) 84-99 Rehabilitation Program. It follows my letter of 31 January 2014 which provided advanced notice a change was forthcoming. The changes result from public feedback and a comprehensive program review and intend to better synchronize flood risk management and levee safety. As a levee sponsor, it is important you are aware of these changes since managing, communicating, and reducing flood risk is a shared responsibility among federal, state, and local government entities.

Long-term changes to the Rehabilitation Program will require USACE to change 33 Code of Federal Regulations, Section 203 through a rulemaking process. Near-term interim policy (enclosed) was issued on 21 March 2014 for making Rehabilitation Program eligibility decisions while the Corps completes the final policy. The purpose of the interim policy is to allow eligibility determinations in the Rehabilitation Program to continue to be implemented while the new policy is developed, and to do so in a manner that avoids potentially incentivizing public sponsors to take actions that may negatively impact natural resources or tribal rights. Vegetation on levees is no longer a criterion for determining Program eligibility.

While comprehensive levee system inspections and ratings will continue, those ratings will not be used to determine eligibility status in the Rehabilitation Program. The interim policy provides revised eligibility criteria for levee systems based on a subset of the inspection items drawn from the existing levee inspection checklist. An Unacceptable rating on any of the eligibility subset of items will result in a levee system being put in Inactive status. If a levee system comprises more than one levee segment, all segments must meet the interim eligibility criteria for the levee system to be Active. It is important to note that this interim policy does not impact flood fighting policies. USACE will continue to provide flood fighting assistance regardless of status in the Program.

The Interim Policy's paragraph 5 covers eligibility determinations, with requirements and criteria in paragraph 6. Continued eligibility for existing systems will fit one of four cases:

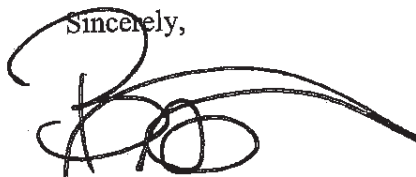
- o Federal and non-federal levee systems currently Active in the Rehabilitation Program will be evaluated for continuing eligibility using the interim eligibility criteria during the next scheduled Continuing Eligibility Inspection (CEI).

- Federal and non-federal systems with a CEI conducted prior to 21 March 2014, and for which the public sponsor has not been provided an eligibility determination due to the 25 November 2013 temporary suspension of eligibility determinations, will be reevaluated using the interim eligibility criteria. Reevaluations may be conducted using information from the previous inspection report. Therefore, reinspection may not be necessary.
- Upon request by the public sponsor, federal levee systems currently Inactive in the Rehabilitation Program can be reinspected and reevaluated for eligibility based on the interim eligibility criteria. Inactive federal levee systems that meet the interim eligibility criteria may regain Active status in the Rehabilitation Program.
- Upon request by the public sponsor, inactive non-federal levee systems must complete an Initial Eligibility Inspection (IEI) for Program re-entry and eligibility determination. The IEI entails specific additional requirements, and those of a CEI.

The Corps remains committed to the 29 November 2011 System Wide Improvement Framework (SWIF) policy and process for working with public sponsors to plan and implement long-term system-wide improvements that improve the performance and reliability of levee systems and provide for environmental compliance. In fact, the SWIF policy reflects the broader flood risk management approach that USACE plans to incorporate into the future of the Rehabilitation Program. Therefore, public sponsors engaged in SWIFs will be aligned with this future approach. The Policy's paragraph 7 provides additional detail for processing Letters of Intent (LOI) and SWIFs as part of this interim policy. This letter and the enclosed policy notifies current SWIF sponsors that they are required to provide written notification by 24 May 2014 of their selected option to: address all system-wide issues in the current LOI plan; reprioritize to focus the LOI plan to meet the interim eligibility criteria; or cancel the LOI plan and follow interim policy. Seattle District is available to coordinate with current SWIF sponsors and further discuss their options and plan forward.

Please feel free to contact Douglas T. Weber for additional information at (206) 764-3406 or email at [douglas.t.weber@usace.army.mil](mailto:douglas.t.weber@usace.army.mil).

Sincerely,



Bruce A. Estok  
Colonel, Corps of Engineers  
District Commander

Encls



DEPARTMENT OF THE ARMY  
U.S. ARMY CORPS OF ENGINEERS  
WASHINGTON, D.C. 20314-1000

CECW-HS

MAR 21 2014

MEMORANDUM FOR COMMANDERS, MAJOR SUBORDINATE COMMANDS AND DISTRICTS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

1. References.

- a. Engineer Regulation 500-1-1, 30 September 2001, Civil Emergency Management Program.
- b. Engineer Pamphlet 500-1-1, 30 September 2001, Civil Emergency Management Program Procedures.
- c. Memorandum, CECW-HS, 29 November 2011, subject: Policy for Development and Implementation of System-Wide Improvement Frameworks (SWIFs).
- d. Memorandum, CECW-HS, 25 November 2013, subject: Determination of Public Law (P.L.) 84-99 Active Status for Flood Risk Management Projects.
- e. Levee Owner's Manual for Non-Federal Flood Control Works, March 2006.
- f. 33 CFR Part 203 – Emergency Employment of Army and Other Resources, Natural Disaster Procedures.

2. Terms Used in this Document. A list of key terms used in this memorandum is provided in Enclosure 1.

3. Background and Purpose.

a. The US Army Corps of Engineers (USACE) is in the process of revising its policies, including those related to the Flood Risk Management Program, the Levee Safety Program and the Rehabilitation Program (formerly known as the Rehabilitation and Inspection Program, reference 1.a.). The intent is to improve agency policy, support the agency's strategic direction and advances in risk-informed decision making, increase transparent communication and enhance long-term sustainability.

b. The primary purpose of this memorandum is to provide interim criteria for determining eligibility for rehabilitation assistance that is consistent with the anticipated

CECW-HS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

direction of the Rehabilitation Program and enable its continued implementation while revisions to 33 CFR Part 203 (reference 1.f.) are developed and promulgated.

c. This memorandum supersedes the eligibility criteria in Appendix B of EP 500-1-1 (reference 1.b.) and supersedes reference 1.d. For the current version of the inspection checklist (entitled Flood Damage Reduction Segment/System Inspection Report), see Enclosure 2.

d. This memorandum revises the applicability of the System-Wide Improvement Framework (SWIF) policy in reference 1.c.

e. All other policies associated with the Rehabilitation Program including, but not limited to, the determination of deferred maintenance activities remain in effect.

f. Eligibility for rehabilitation assistance will be determined pursuant to paragraphs 5 and 6 of this interim policy, which specifies that only a subset of the criteria previously used to determine eligibility will continue to be used to make eligibility determinations during the interim period. Note: vegetation management will not be considered in making an eligibility determination. A final policy will be established through notice and comment rulemaking. Any eligibility criteria eliminated by this interim policy will be restored, if at all, only through a public rulemaking process.

#### 4. Applicability.

a. This policy is effective immediately and applies to all Headquarters (HQUSACE) elements, divisions, districts, laboratories, and other field operating activities of USACE.

b. This interim policy provides criteria for eligibility determinations for levee systems as outlined in paragraphs 5 and 6 below. Eligibility determinations for channels, dams, tunnels and debris basins will remain suspended and their status (either Active or Inactive) will remain unchanged.

c. This interim policy does not impact federal coastal storm damage reduction (CSDR) projects (also known as hurricane and shore protection projects). For these projects, applicable policies in reference 1.a. still apply.

#### 5. Eligibility Determination for Levee Systems.

a. These interim eligibility criteria will be used to determine eligibility for rehabilitation assistance for levee systems until final policy is issued.

b. Continuing Eligibility for Rehabilitation Assistance.

CECW-HS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

(1) Federal and non-federal levee systems that are currently Active in the Rehabilitation Program will be evaluated for continuing eligibility using the interim eligibility criteria in paragraph 6.f. during the next scheduled Continuing Eligibility Inspection (CEI) or in accordance with Letters of Intent (LOIs) and SWIFs (reference 1.c.).

(2) Federal and non-federal levee systems with a CEI conducted prior to the date of this memorandum and for which the public sponsor has not been provided an eligibility determination (based on reference 1.d.) will be reevaluated using the interim eligibility criteria in paragraph 6.f. Reevaluations may be conducted using information from the previous inspection report. Therefore, reinspection may not be necessary.

(3) Upon request by the public sponsor, federal levee systems that are currently Inactive in the Rehabilitation Program can be reinspected and reevaluated for eligibility based on the interim eligibility criteria. Inactive federal levee systems that meet the interim eligibility criteria may regain Active status in the Rehabilitation Program. See paragraph 5.c. for more information on Inactive non-federal levee systems.

(4) Newly constructed federal levee systems are granted Active status when the public sponsor assumes operation and maintenance responsibilities. CEI determinations for these newly constructed federal levee systems will use the interim eligibility criteria in paragraph 6.f.

c. Initial Eligibility Inspections (IEIs) for Non-Federal Levee Systems.

(1) Non-federal levee systems seeking entry or reentry into the Rehabilitation Program require an IEI to determine eligibility.

(2) IEIs may be conducted and eligibility determinations will be made using the interim criteria provided in paragraph 6.

(3) Non-federal levee systems with an IEI conducted prior to the date of this memorandum and for which the public sponsor has not been provided an eligibility determination (based on reference 1.d.) will be reevaluated using the interim eligibility criteria in paragraph 6.e.

d. Levee Owner's Manual and Operations and Maintenance Responsibilities.

(1) For non-federal levee systems, the Levee Owner's Manual (reference 1.e.) will continue to serve as a maintenance reference document. The eligibility criteria in the Levee Owner's Manual that must be met to gain and maintain an Active status in the

CECW-HS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

Rehabilitation Program are superseded by this memorandum. Districts will ensure that public sponsors of non-federal levee systems are aware of these changes.

(2) USACE encourages public sponsors to follow the maintenance practices in the Levee Owner's Manual as an element of best practices in flood risk management.

(3) USACE will use this interim policy to determine eligibility for the Rehabilitation Program for federal levee systems. Public sponsors of federal levee systems normally have obligations regarding how they operate and maintain the levee systems under the authorizing legislation and the terms of the project cooperation agreement with USACE. These obligations are independent of any decision to participate in the Rehabilitation Program.

6. Interim Rehabilitation Program Eligibility Requirements for Levee Systems. The following section is in reference to Enclosure 2, the Flood Damage Reduction Segment/System Inspection Report (also referred to as Inspection Checklist).

a. The Inspection Checklist will continue to be used for all levee system inspections. The full inspection report will be provided to public sponsors to provide a complete assessment of the levee condition. The full inspection results including an overall system rating and description of specific deficiencies are critical information public sponsors need to effectively operate and maintain their levee system, prioritize any repairs or improvements and conduct communication and risk reduction activities. The overall levee segment and overall levee system ratings will continue to be assigned in accordance with Enclosure 2, Sections F-G on page B-5. Providing up to two years to correct Unacceptable items still applies and will still be used to determine the overall system rating. However, the overall system rating will no longer be used to determine status in the Rehabilitation Program. As such Enclosure 2, Section H on page B-5 does not apply. Instead paragraphs 6.e. and 6.f. of this interim policy will be used to determine Active or Inactive status.

b. In accordance with current policy, eligibility determinations will be based on a levee system basis. If a levee system comprises more than one levee segment, all segments must meet the interim eligibility criteria, identified in paragraphs 6.e. and 6.f., for the entire levee system to be Active. If one levee segment does not meet the interim eligibility criteria, the entire levee system will be Inactive.

c. Channels that are integral to a levee system will be inspected as part of that levee system, using existing channel-related inspection items. However, eligibility determinations will be based on the levee system. Therefore, if a levee system is deemed Active, the associated channel is also considered to be Active and eligible for rehabilitation assistance.



CECW-HS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

d. If inspectors encounter conditions that put the inspectors at personal risk or conditions that make it impossible to conduct the inspection, including evaluating the interim eligibility criteria, the inspector will end the inspection. The levee system will be deemed Inactive and reconsideration of status will not occur until final policy issuance or the public sponsor may pursue a SWIF (paragraph 7 and reference 1.c.).

e. Non-federal levee systems must meet all the Initial Eligibility requirements of Enclosure 2, pages B-7 through B-9, in addition to the requirements identified in paragraph 6.f. for CEIs.

f. Requirements for eligibility under a CEI.

(1) All public sponsors must complete the maintenance program information on page B-2 of Enclosure 2.

(2) For non-federal levee systems, confirmation that Initial Eligibility Items 1-5 on page B-7 of Enclosure 2 continue to be met and must be documented in the CEI.

(3) Levee segment/system has received an Individual Item/Component Rating of Acceptable or Minimally Acceptable for the following items, which are a subset of the items of the existing Inspection Checklist:

| Levee Embankments   |                          |             |
|---|--------------------------|-------------|
| Rated Item  | Page Number, Enclosure 2 | Item Number |
| Encroachments   | B-11                     | 3           |
| Closure Structures (Stop Log, Earthen Closures, Gates, or Sandbags Closures)            | B-11                     | 4           |
| Slope Stability   | B-12                     | 5           |
| Erosion/Bank Caving   | B-12                     | 6           |
| Animal Control  | B-13                     | 10          |
| Culverts/Discharge Pipes (This item includes both concrete and corrugated metal pipes.) | B-13                     | 11          |
| Underseepage Relief Wells/Toe Drainage Systems  | B-14                     | 14          |

| Floodwalls   |                          |             |
|--|--------------------------|-------------|
| Rated Item   | Page Number, Enclosure 2 | Item Number |
| Encroachments  | B-16                     | 2           |
| Closure Structures (Stop Log Closures and Gates)       | B-16                     | 3           |
| Tilting, Sliding, or Settlement of Concrete Structures | B-17                     | 5           |
| Foundation of Concrete Structures                      | B-17                     | 6           |
| Underseepage Relief Wells/Toe Drainage Systems         | B-18                     | 8           |

CECW-HS

SUBJECT: Interim Policy for Determining Eligibility Status of Flood Risk Management Projects for the Rehabilitation Program Pursuant to Public Law (P.L.) 84-99

| Interior Drainage System            |                          |             |
|-------------------------------------|--------------------------|-------------|
| Rated Item                          | Page Number, Enclosure 2 | Item Number |
| Culverts/Discharge Pipes            | B-21                     | 9           |
| Sluice/Slide Gates                  | B-21                     | 10          |
| Flap Gates/Flap Valves/Pinch Valves | B-22                     | 11          |

| Pump Stations                       |                          |             |
|-------------------------------------|--------------------------|-------------|
| Rated Item                          | Page Number, Enclosure 2 | Item Number |
| Intake and Discharge Pipelines      | B-27                     | 17          |
| Sluice/Slide Gates                  | B-27                     | 18          |
| Flap Gates/Flap Valves/Pinch Valves | B-27                     | 19          |

A summary list of the Rated Items that are to be used to determine status for the Rehabilitation Program can be found in Enclosure 3. Enclosure 3 is an optional document for communicating eligibility information to the public sponsor.

g. Notification procedures outlined for overall system ratings found in Enclosure 2, Section J, on page B-6 still apply. Results of an eligibility determination in accordance with this interim policy (paragraphs 6.e. and 6.f.) will be included as part of the final Inspection Report package provided to the public sponsor.

#### 7. Policy on SWIF Actions.

a. The policy for the implementation of SWIFs was issued on 29 November 2011 (reference 1.c.). This policy creates a process for working with public sponsors to plan and implement system-wide improvements. The process consists of a LOI that leads to the development of a long-term SWIF, which also provides for environmental compliance. The following paragraphs provide additional detail for processing LOIs and SWIFs as part of this interim policy.

b. The policy for SWIFs remains in effect and USACE will continue to process LOIs and SWIFs from public sponsors. Public sponsors are encouraged to continue to develop SWIFs to improve the performance and reliability of their levee systems.

c. For LOIs that have been approved by HQUSACE, districts will notify the public sponsor in writing of its options to: 1) retain its current LOI; 2) adjust its LOI (and subsequently its draft SWIF) to focus on actions to address deficiencies to meet the interim eligibility criteria outlined in paragraph 6; or 3) terminate its LOI if the interim eligibility criteria can be met without further system-wide improvements. Public sponsors must submit notification in writing of their selected option within 60 days of

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district notification. If the public sponsor chooses to adjust its LOI, the sponsor will provide the district with the proposed changes as part of its written response. The district will determine if the changes are sufficient to meet the intent of the SWIF policy and address the interim eligibility criteria. If the district determines the changes are sufficient, the district will approve the changes to the LOI, notify the public sponsor, and amend the LOI documentation. The timeline to develop the SWIF (up to two years) may be extended as deemed appropriate by the district, not to exceed one additional year. The final amended document will be submitted to the division, the HQUSACE P.L. 84-99 Program Manager and the HQUSACE point of contact for SWIF.

d. For SWIFs accepted by HQUSACE, districts will notify the public sponsor in writing of its options to: 1) retain its current SWIF; 2) adjust its SWIF to focus on actions to address deficiencies to meet the interim eligibility criteria outlined in paragraph 6; or 3) terminate its SWIF if the interim eligibility criteria can be met without further system-wide improvements. Public sponsors must submit notification in writing of their selected option within 60 days of the district notification. If the public sponsor chooses to adjust its SWIF, the sponsor will provide the district with the proposed changes as part of its written response. The district will determine if the changes are sufficient to meet the intent of the SWIF policy and address the interim eligibility criteria. If the district determines the changes are sufficient, the district will approve the changes to the SWIF, notify the public sponsor and amend the SWIF documentation. The final amended document will be submitted to the division, the HQUSACE P.L. 84-99 Program Manager and the HQUSACE point of contact for SWIF.

e. For LOIs under development, districts will provide public sponsors with the interim eligibility criteria and their options to: 1) continue to focus the LOI to address all system-wide deficiencies; 2) adjust the LOI to focus on actions to address deficiencies to meet the interim eligibility criteria outlined in paragraph 6; or 3) discontinue the LOI development if the interim eligibility criteria can be met without further system-wide improvements.

f. Environmental compliance and consideration of other requirements, such as compliance with the Endangered Species Act (ESA) and treaties with Tribes, must continue to be integrated into and accomplished as part of an accepted SWIF's implementation. Note that the acceptance of a SWIF does not require environmental compliance because that action only establishes a plan for future action without any irreversible commitment of resources. However, the public sponsor's implementation of the actions agreed to in the SWIF may trigger environmental compliance requirements, in which case USACE is responsible for assuring compliance with all applicable environmental requirements prior to implementation of any SWIF action by the public sponsor that would affect the environment or other resources. Any ESA compliance that is determined to be required for the implementation of a SWIF will be accomplished

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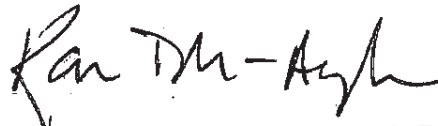
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by USACE under Section 7 of the ESA. Public sponsors implementing the SWIF will be required to provide, at their cost, necessary background information/documentation for consultation. They will be required to implement, at their cost, mitigation or other measures necessary to fulfill environmental compliance responsibilities made necessary by implementation of the SWIF as a condition of their continued eligibility for rehabilitation assistance. As part of the LOI and SWIF review, districts will identify environmental compliance actions necessary to implement the proposed SWIF and ensure that the SWIF contains necessary milestones to assure compliance during implementation.

g. The approval process for LOIs and SWIFs not yet approved or accepted by HQUSACE is outlined in reference 1.c.

8. Funding. No change.

9. The HQUSACE points of contact are Ms. Tammy Conforti for Levee Safety at (202) 761-4649, Mr. Rob Grubbs for P.L. 84-99 at (202) 761-4603 and Mr. Steve Fink for SWIFs at (509) 301-5899.



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Director of Contingency Operations,  
Homeland Security and Northwestern  
Division/Pacific Ocean Division RIT Leader

3 Encls

Enclosure 3: Subset of Inspection Items for Rehabilitation Program Eligibility Determination

In order to be eligible, all of the following items must be rated A, M, N/A or Yes.

Note: Item numbers listed below refer to their placement in the Inspection Checklist (Enclosure 2).

| Rehabilitation Program Eligibility Determination                              |   |
|---|---|
| Yes <input type="checkbox"/>  | Public sponsor provided maintenance information per the Public Sponsor Pre-Inspection Form. |
| No <input type="checkbox"/>   |   |
| Yes <input type="checkbox"/>  | Non-federal levee system meets Initial Eligibility criteria.                                |
| No <input type="checkbox"/>   |   |
| N/A <input type="checkbox"/>  |   |
| If either of the above items is marked "No" the levee system is not eligible. |   |
| Rating  | Rated Item  |
| <b>Levee Embankments</b>  |   |
| A <input type="checkbox"/>  | 3. Encroachments  |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 4. Closure Structures (Stop Log, Earthen Closures, Gates, or Sandbag Closures)              |
| U <input type="checkbox"/>  |   |
| N/A <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 5. Slope Stability  |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 6. Erosion/ Bank Caving   |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 10. Animal Control  |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 11. Culverts/Discharge Pipes (This item includes both concrete and corrugated metal pipes.) |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| N/A <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 14. Underseepage Relief Wells/Toe Drainage Systems  |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| N/A <input type="checkbox"/>  |   |
| <b>Floodwalls</b>   |   |
| A <input type="checkbox"/>  | 2. Encroachments  |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 3. Closure Structures (Stop Log Closures and Gates)   |
| U <input type="checkbox"/>  |   |
| N/A <input type="checkbox"/>  |   |
| A <input type="checkbox"/>  | 5. Tilting, Sliding, or Settlement of Concrete Structures                                   |
| M <input type="checkbox"/>  |   |
| U <input type="checkbox"/>  |   |

|                                      |                            |   |   |
|--------------------------------------|----------------------------|---|---|
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 6. Foundation of Concrete Structures              |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 8. Underseepage Relief Wells/Toe Drainage Systems |
| N/A <input type="checkbox"/>         |                            |   |   |
| <b>Interior Drainage System</b>      |                            |   |   |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 9. Culverts/Discharge Pipes                       |
| N/A <input type="checkbox"/>         |                            |   |   |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 10. Sluice/Slide Gates                            |
| N/A <input type="checkbox"/>         |                            |   |   |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 11. Flap Gates/Flap Valves/Pinch Valves           |
| N/A <input type="checkbox"/>         |                            |   |   |
| <b>Pump Stations</b>                 |                            |   |   |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 17. Intake and Discharge Pipelines                |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 18. Sluice/Slide Gates                            |
| N/A <input type="checkbox"/>         |                            |   |   |
| A <input type="checkbox"/>           | M <input type="checkbox"/> | U <input type="checkbox"/>  | 19. Flap Gates/Flap Valves/Pinch Valves           |
| N/A <input type="checkbox"/>         |                            |   |   |
| <b>Rehabilitation Program Status</b> |                            |   |   |
| Active                               | <input type="checkbox"/>   | System meets all interim eligibility criteria, including having received a rating of A, M, N/A or Yes for all subset items and is therefore eligible for rehabilitation assistance. |   |
| Inactive                             | <input type="checkbox"/>   | System does not meet interim eligibility requirements.  |   |
| Comments:                            |                            |   |   |

**City of Bonners Ferry**

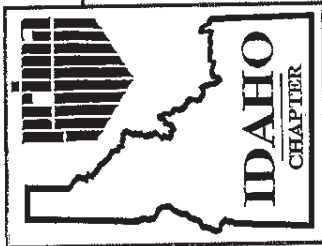
Eligible Levees: 2    Ineligible Levees: 0    Total Levees: 2    Total Levee Miles: 2.6

| <i>Project Name</i> | <i>State</i> | <i>River</i>   | <i>Length</i> | <i>Status</i> | <i>Rating</i> | <i>Last inspection</i> |
|---------------------|--------------|----------------|---------------|---------------|---------------|------------------------|
| Bonners Ferry LB    | ID           | Kootenai River | 1.5           | eligible      | M             | JUN2013                |
| Bonners Ferry RB    | ID           | Kootenai River | 1.1           | eligible      | M             | JUN2013                |

*For additional information please visit:*

<http://www.nws.usace.army.mil/Missions/CivilWorks/Engineering/DamandLeveeSafety.aspx>

*\* - Initial Inspection Report Only*



Please copy and circulate this brochure within your agency.  
Encourage all supervisors to attend.

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## Supervising Employees – Legal and Practical Considerations

### SESSION 2– The Role of the Risk Manager and Personnel Management

9:00 am to 4:00 pm - Meeting

8:30 am to 9:00 am - Sign In

- ◇ Hiring the Best Employees
- ◇ How to Handle Harassment
- ◇ Point Counterpoint: Perspectives on Coaching and Performance
- ◇ Affordable Care Act and Local Government Entities: What Do We Need To Do?
- ◇ Time Sheets: Are Yours Legal and Fair?
- ◇ Difficult Conversations: Employee Discipline and Termination
- ◇ Policies: Pain or Pleasure?
- ◇ ADA: Accommodations and the Interactive Process

*Breaks and Lunch are included in the meeting*

**CANCELLATIONS:** To keep registration fees low, cancellations must be received in writing no less than 5 business days prior to training to receive a refund. Mail cancellations to Idaho Chapter of PRIMA, PO Box 15298, Boise, ID 83715-5298 or email them to [leona@idprima.org](mailto:leona@idprima.org).

VISIT OUR WEBSITE at [www.idprima.org](http://www.idprima.org)