

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
May 20, 2014
7:00 p.m. Regular Meeting

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

Patti Branson, Chamber of Commerce – Kootenai River Days

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 May 6, 2014 Council Meeting Minutes

OLD BUSINESS

5. Parks – Discuss Use of Parks for Art Sale
6. Golf – Discuss and Approve Golf Contract
7. City – Third Reading of Business License Ordinance Amendment Title 3, Chapter 1 (attachment)
8. City – Adopt Business License Amendment to Title 3, Chapter 1 – Ordinance #541

NEW BUSINESS

9. Parks – Authorize Hire of Summer Parks Worker (attachment)
10. Pool – Authorize Hire of Lifeguards (attachment)
11. Police – Authorize Hire of Lieutenant
12. Fire – Approve Volunteer Firemen (attachment)
13. Street – Authorize Mayor to Sign Easement with T. Jay and Cheryl Wages (attachment)
14. City – Authorize Mayor to Sign Contract with Inland Forest Management (attachment)
15. City – Authorize Mayor to Sign Contract with Poulton Development (attachment)

16. City – Adopt Cash Reserve Policy (attachment)

17. Water/Sewer – Authorize Mayor to Sign contract with EES Consulting, Inc. for the Cost of Service Study (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

18. City – AIC Annual Conference June 18 through June 20, 2014

19. Police – Claim for Damage (attachment)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING SECTION 3-1-1 OF BONNERS FERRY CITY CODE CONCERNING BUSINESS PERMIT APPLICABILITY; ENACTING A NEW SECTION, 3-1-3A OF BONNERS FERRY CODE DETAILING EXEMPTIONS; ENACTING A NEW SECTION, 3-1-10 OF BONNERS FERRY CODE PROVIDING FOR PENALTIES; 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 regulate and license businesses within the corporate limits of the City of Bonners Ferry; to determine if businesses are operating within applicable laws and ordinances; to maintain a safe environment for the general public; and to assure that zoning, building, and fire codes are enforced;

WHEREAS, the Mayor and City Council have deemed it in the public interest to amend the existing business permit ordinance in order to clarify the applicability of the ordinance and to provide penalties for non-compliance therewith.

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 3-1-1 is hereby amended to read as follows:

3-1-1: DEFINITION APPLICABILITY:

"Business" means an undertaking for gain, profit, advantage or livelihood with principal or branch office or headquarters located within the geographic boundaries, as they exist from time to time, of the city. However, "business" does not apply to farmers, loggers or nonprofit corporations or associations. The provisions of this chapter shall be applicable to all wholesale and retail businesses and all activities, occupational callings, trades, pursuits or professions that conduct business from or at a location or locations within the City of Bonners Ferry, or engage in any business, trade, or profession within the geographic boundaries of the City of Bonners Ferry, with the object of gain, profit, benefit or advantage. Each business location shall be deemed a separate business unless it is a specific annex to the main location of the business. The permit is not intended to repeal any permit, license or franchise provisions of any other ordinance of the City of Bonners Ferry, nor is the permit to be considered a waiver of any other requirements of compliance with any federal, state and local laws.

Section 2: That a new section, 3-1-3A, of Bonners Ferry City Code is hereby adopted and shall read as follows:

3-1-3A: EXEMPTIONS:

A. The permit provisions of this chapter shall not apply to:

1. Persons qualifying as a charity within the meaning of section 501(c)(3) of the United States internal revenue code. Possession of a certificate, letter, or other proof of such status from the internal revenue service shall be required to qualify for this exemption.
2. Any agency of the United States government and any political subdivision of the state of Idaho.
3. Persons who occupy space at a flea market or other similar type of temporary bazaar. However, the provisions of this chapter shall apply to the operator of the flea market or bazaar.

B. In addition, neither the fee nor the permit provisions of this chapter shall apply to:

1. Persons who make occasional sales of their own household property, including garage sales or yard sales, not more than twice each calendar year and children's lemonade stands or similar endeavors operated by children on an occasional and temporary basis;
2. Domestic servants, newspaper carriers or casual laborers not included as employees of a regularly conducted business;
3. Professionals, such as architects and lawyers, who are working in the city temporarily and have offices elsewhere;
4. Lessors of residential property who lease two (2) or fewer family units or properties. However, the provisions of this title shall apply to any commercial property lessor and any lessor who leases more than two (2) family units or properties within the City limits.

Section 3: That a new section, 3-1-10, of Bonners Ferry City Code is hereby adopted and shall read as follows:

3-1-10: PENALTIES FOR NON-COMPLIANCE

A. Infraction: Unless otherwise provided, any person who shall commence or continue to carry on or transact any business or calling for which a permit is required by any provision of this title without first procuring the same or, once procured, fails to maintain the standards required to retain the permit or license shall be deemed guilty of an infraction and, upon conviction thereof, shall be fined two hundred dollars (\$200.00). A separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

B. Violation: The operating or conducting of any business or occupation for which a license is required by this chapter without having a valid permit as provided herein is hereby declared to be a public nuisance. In addition to any penalty provided by this chapter, the city may bring an action in any court of competent jurisdiction to obtain an order enjoining any person from operating or conducting any business or occupation in violation of this chapter.

C. Revocation or Suspension: Any permit issued pursuant to this chapter may be revoked or suspended by the city council for violation of any law of the city, the state of Idaho, or of the United States of America applicable to the business for which the permit was issued. Such revocation must be preceded by notice in writing to the permittee from the city clerk, informing the permittee that the council has ordered the holding of a hearing at a date and time certain, not less than forty five (45) days from the date of such notice, at which hearing the permittee will be required to appear personally and show cause why the permit should not be revoked. At such hearing the permittee may be represented by counsel, may testify personally, may call witnesses, and may cross examine any witnesses called by the city. Should the council determine that such permit should be revoked or suspended, it shall pass a motion to that effect, and such permit shall thereupon be revoked, provided however, that no such motion shall be deemed passed without the affirmative vote of one-half (1/2) plus one of the members of the full council.

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.

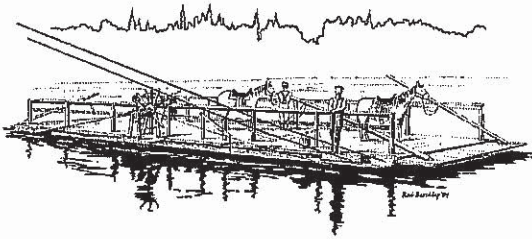
APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry



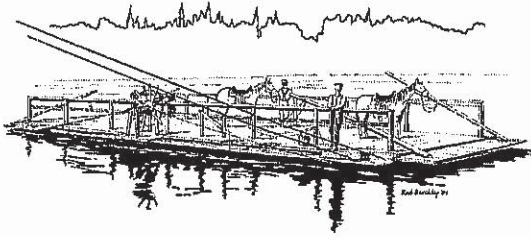
MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Summer Parks Worker.

We have scheduled interviews for the Subject position for Monday, 19 May. Therefore we anticipate having a recommendation for the Subject position at the Council Meeting. The recommended rate of pay is \$12 per hour. This is a seasonal position without health insurance or retirement benefits.

SJB



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Hiring of Lifeguards.

The City has historically employed between 7 and 13 lifeguards at the pool. Over time we have found that 7 leaves us shorthanded and more than 10 results in limited hours for each lifeguard. This year we have eight lifeguards returning including the Head Lifeguard Samantha Kelly. All of the returning lifeguards have been good employees in the past. In addition we had two new applicants this year.

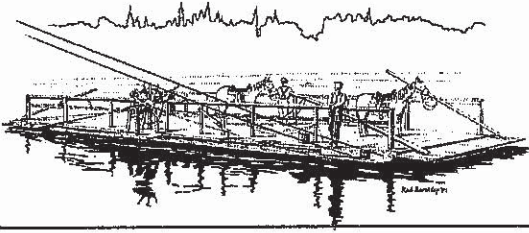
We would recommend that the City employ the following Lifeguards:

Samantha Schmitz	Emma Kelly
Elizabeth Newhouse	Olivia Langs
McKenzie Moore	Brenna Maas
Tessa Payne	

Following is the wage scale that we have used for a number of years:

Lifeguard Scale	\$ 7.30	
Water Safety Instructor Adjustment (WSI)	\$ 0.50	
Lifeguard Instructor Certification (LGI)	\$ 0.50	
Lifeguard with WSI	\$ 7.80	
Head Lifeguard adjustment	115%	of standard scale
Head Lifeguard	\$ 8.97	With WSI
Head Lifeguard	\$ 9.55	Assuming WSI & LGI

Due to interview schedules we anticipate having a recommendation for the new applicants for the next council meeting.



CITY OF BONNERS FERRY

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

Memo

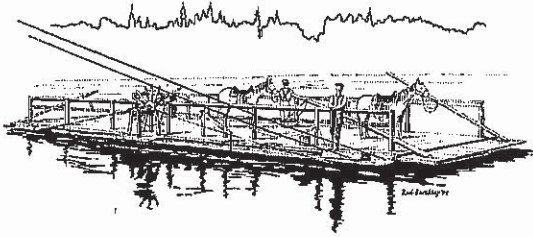
To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 5/15/2014
Re: Fire Department Volunteers

Pat Warkentin would like to request approval for three more volunteers currently working with our Fire Department. They are John Savage, Bill McCabe, and John Becker. None of these have been paid in the past but Pat is considering adding them to the roster.

If you have any questions please call Pat at 267-4390.

Thanks,

Kris



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Easements for the Les Schwab site.

We have discovered that the City has a 1971 easement and a storm sewer line in the area of Les Schwab. However, the storm sewer line is located in a different location than the easement. This conflict was discovered as the easement is located in the the proposed Les Schwab expansion footprint. Therefore, we would recommend the City obtain the attached easement from the Wages family and release the 1971 easement.

SJB

RELEASE OF EASEMENT

THIS RELEASE given this _____ day of _____, 2014, by the City of Bonners Ferry, a municipal corporation of the State of Idaho, to the Wages Trust—Mary Jim Wages, Trustee, owner of the servient tenement.

On the 6th day of April, 1971, Sam Dockins granted to the City of Bonners Ferry in instrument number 108831 in the records of Boundary County, an easement for storm sewer purposes including construction, improvement, operation and maintenance of said storm sewer pipeline, more particularly described as follows:

The south 10 feet of the north 98.8 feet of Lot 8, Block 2, Bruces Acres; also the west 5 feet of the north 98.8 feet of said Lot 8 and the west 5 feet of the south 5 feet of Lot 5, Block 2, Bruces Acres, Boundary County, Idaho.

In consideration of the payment of One Dollar (\$1.00), receipt of which is acknowledged, the City of Bonners Ferry does, by this instrument, release to the Wages Trust the easement described above, it being the intention of the parties to terminate such easement.

The City of Bonners Ferry has caused this release to be executed at Bonners Ferry, Idaho on the date indicated below.

DATED this _____ day of _____, 2014.

CITY OF BONNERS FERRY:

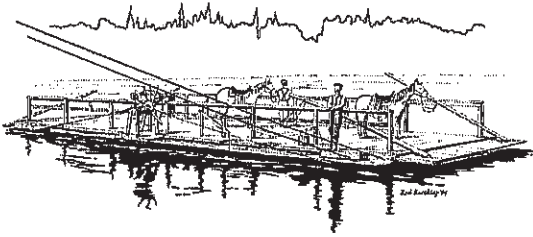
David K. Anderson, Mayor

On this _____ day of _____, 2014, before me, the undersigned Notary Public for the State of Idaho, personally appeared David Anderson, on behalf of the City of Bonners Ferry, known to me to be the person whose name is subscribed to the within instrument, and acknowledge to me that he executed the same.

Notary Public for the State of Idaho

Residing at: _____

My commission expires: _____



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 14 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Forest Management Contractor.

This memo is to recommend that the City enter into a contract with Inland Forest Management (IFM) to update our forest management plan and to manage our timber harvest. We do have some work around the Moyie Substation and the road down to the Moyie Dam scheduled for this summer.

STB

Stephen Boorman

From: Inland Forest Management, Inc. [JFM@inlandforest.com]
Sent: Monday, April 01, 2013 6:06 PM
To: Stephen Boorman
Subject: Forest Management Plan
Attachments: 13-303 Addendum 1 - RFP Content Update.pdf

Hi Stephen -

As per your request, I have developed a few options for you to consider regarding updating the Bonners Ferry forest management plan. Information on these options follow:

Option 1

This option would entail completing a full detailed management plan. It would encompass a wider range of resource considerations than Chuck's previous plan, such as wildlife, soils, wildfire hazards, etc. Coincidentally, the state of Idaho is soliciting proposals to complete similar plans on properties in Bonner County. I have attached the specifications (starts on page 3) for these plans which would also be appropriate for the plan of this extent for the city of Bonners Ferry.

GIS maps would be included to detail past management activities and identify future forest management recommendations.

As a side note, a plan of this nature would qualify the city's forest land for Tree Farm status.

The cost of this plan would be \$3200.

Option 2

This option would involve an update of Chuck's previous plans, with additional details on the current timber condition. It would primarily address the timber resource and focus on the next recommended forest management activities.

GIS maps would be included to detail past management activities and identify future forest management recommendations.

Cost of this plan would be \$1900.

Neither of these options would involve conducting a formal forest inventory, such as a timber cruise. Since Chuck completed an inventory in 2007, and it is unlikely this additional information would influence current recommendations, I lean toward not recommending a new inventory at this time. However, if you would like a new inventory completed, I can provide a cost estimate. My costing of the two plans includes a thorough walk-through of the properties to identify current forest conditions and future recommendations.

Please let me know your thoughts regarding these two options. I also can develop a third option that includes various aspects of the above alternatives if you wish. Also please contact me if you need any additional information or if I can answer any questions at this time.

Thanks, Mike

Michael F. Wolcott, ACF, Certified Forester
Inland Forest Management, Inc.
PO Box 1966
Sandpoint, ID 83864

208-263-9420 (office)
208-265-9517 (fax)
208-255-9395 (cell)

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TOM SCHULTZ, DIRECTOR
EQUAL OPPORTUNITY EMPLOYER

STATE BOARD OF LAND COMMISSIONERS
C.L. "Butch" Otter, Governor
Ben Ysursa, Secretary of State
Lawrence G. Wasden, Attorney General
Brandon Woolf, State Controller
Tom Luna, Sup't of Public Instruction

4/1/13

RFP 13-303 Addendum 1

This Addendum removes per diem language in the sample contract, updates the acreage on the Cost Proposal, updates Appendix 1, and clarifies that there will not be additional sample plans provided.

Item 1 – Removal of per diem language - Within the sample contract on page 20 in section 34 of the RFP, IDL is removing the third paragraph and will not allow payment of per diem rates. The offeror is required to take into account all costs for each line item in the Cost Proposal.

Item 2 – Updated Cost Proposal – IDL has updated the cost proposal with more accurate data with the following specific changes.

Plan #9 should be 100 ac.
Plan #16 should be 140 ac.
Plan #17 should be 35.8 ac.

Item 3 – Updated Appendix 1 – Refer to attachment

Item 4 - Sample plans will be provided to the winning respondent. No additional sample plans will be provided.

Thank you for your interest in responding to this RFP and working with the Idaho Department of Lands.

Anthony L. Pirc
Purchasing Agent

ATTACHMENT 1 – Updated 4-1-13

COST PROPOSAL

LANDOWNER FOREST STEWARDSHIP PLANS

The offeror shall submit this Cost Proposal in a sealed envelope marked 'Confidential Cost Proposal' and shall be separate from the Technical Proposal. Along with this Cost Proposal, please provide an itemized breakdown to support your cost. The Cost Proposal shall be opened after the Technical Proposal has been evaluated. The list below is an estimated final list of LFSPs to be updated. It shall be understood that substitutions, additions, or deductions may be made on the list due to availability of funding and other reasons; the Idaho Department of Lands reserves the right to update the list at any time. Additions will be negotiated separately using the cost information provided.

PLAN #	ACRES	DATE_INSPT	SEC A	TWNSH # A	RANGE # A	RANGE DIR A	PLAN PRICE
1	520.00	5/2/2002	2	57	3	W	
2	24.00	5/1/1997	15	57	1	E	
3	10.00	11/12/2002	6	56	3	W	
4	17.00	5/21/2003	10	58	1	W	
5	40.00	5/27/2003	29	57	3	W	
6	23.00	5/12/1998	19	56	3	W	
7	55.00	9/1/1998	6	58	1	W	
8	23.90	5/29/2009	27	56	5	W	
9	100	3/16/2007	2	58	1	E	
10	60.00	4/22/2005	31	59	1	W	
11	14.00	3/22/2000	28	58	1	W	
12	40.00	3/17/2000	9	59	1	W	
13	22.00	3/14/2000	31	57	4	W	
14	11.56	3/13/2007	16	58	1	W	
15	10.00	3/7/2007	32	59	1	E	
16	140	3/11/2003	15	58	1	W	
17	35.8	3/15/1999	2	58	4	W	
18	110.61	6/9/2006	4	55	5	W	
19	21.49	6/8/2006	3	56	1	W	
20	22.00	6/8/2007	2	56	1	W	
21	10.00	1/19/2007	18	56	1	W	
22	10.00	6/9/2007	18	56	1	W	
23	30.00	5/14/2000	32	55	3	E	
24	20.00	12/28/2006	34	56	3	W	
25	12.00	1/19/2007	1	55	4	W	
26	40.00	6/8/2007	9	54	2	W	
27	35.00	5/25/2004	14	55	3	W	
28	16.49	6/9/2006	19	54	2	W	
29	48.60	5/23/2005	4	54	2	W	
30	50.00	1/2/2007	33	56	2	W	
Total Proposal Cost							

Firm _____

Signed by _____

Title _____

Standards and Guidelines for Writing a Forest Stewardship Plan for Private Lands in Idaho

Plans developed through use of this guide meet the Forest Stewardship Plan standards for Idaho's Forest Stewardship Program.

A. Property Ownership, Property Description and Landowner Objectives

1. Property ownership is provided on the plan cover and includes; plan title, landowner's name and contact information, plan author and contact information, date the original plan was written. When plans are updated or amended include changes to author (if applicable) and date of amendment.

2. Property description includes; total acreage covered by the plan, total ownership acreage, estimated forested acres, whether landowner is a resident of the property or absentee landowner, legal property description (section/township/range), may include GPS coordinates (formatted to decimal degree), description of the general topography, the name of the watershed in which the property is located, the name and phone number of the fire district in which the property is located and the estimated response time to the property.

3. Property history is included in the plan as a general overview based on information that was provided by the landowner, personal knowledge, property records, or evidence of silvicultural activities (e.g. stumps, skid trails, etc.). This section of the plan may include length of current ownership and past management activities.

4. Landowner goals and specific objectives must be clearly stated. Encourage landowners to make a list of their goals (broad vision of what they want to achieve on their land) and objectives (means or actions to achieve the goals), which reflect their expectations, values, and potential of their property.

B. Property Maps

1. All maps will include a title, directional arrow, scale, and legend. The scale should be sufficient to easily identify all features included on the map.

2. Property map will include the property boundary, delineated management units, major roads, water features, and structures. The location of any other special sites or resource elements may be included on this map. The property map may be overlaid on an aerial photo or no background. Choose the option that best displays the property details.

3. Topographic map will clearly display contour lines and include the property boundary, delineated management units, major roads, water features, and structures.

4. Soils map will be projected over an aerial photo, delineate and label the location of major soil types on the property, and include the property boundary and delineated management units. NRCS has developed a web-based map-making tool, <http://websoilsurvey.nrcs.usda.gov>.

C. Natural Resource Elements for Forest Stewardship Plans:

1. Special Sites and Social Considerations

a) Special Sites (archeological, cultural, historic, and conservation concerns)

(1) Describe any archeologically, culturally, historically, geologically, biologically, or ecologically valuable sites or high conservation value forest that should be recognized and protected. Sites may include any features that have significant personal importance to the landowner.

(2) State landowner's objectives for protecting or restoring the special sites.

(3) Recommendations will consider landowner objectives for protection or restoration of these sites. Examples of recommendations include erecting signs or fences and methods to ensure management activities do not impact the site.

b) Aesthetics (adjacent stand or ownership concerns)

(1) Describe how management may affect the visual structure of the forest and how do those actions impact your neighbors. Consider aesthetic quality, wildfire concerns, privacy, noxious weeds, wildlife movement and habitat. Describe the desired condition that would maintain or enhance the aesthetic qualities.

(2) State landowner's objectives for maintaining or enhancing aesthetic qualities.

(3) Recommendations will consider landowner objectives for improvement or enhancement of their aesthetic related interests. Examples of recommendations include strategies to mitigate impacts to neighboring view sheds, reduce transport of noxious weeds, or maintenance of wildlife corridors.

c) Recreation

(1) Describe present recreational uses or opportunities for recreation and relate to the landowner objectives. Descriptions may include location of trail systems, whether the property is open to the public, or information about posting property.

(2) State landowner's objectives for maintaining or increasing the recreational opportunities on the property.

(3) Recommendations will consider landowner objectives to improve or maintain the recreational qualities of the property. Examples of recommendations include strategies for trail building, day lighting ski trails, developing bird watching posts, or any other activity of interest.

2. Soil, Water and Air Protection

a) Soil

(1) Describe the existing general conditions and identify land and soil types (or refer to soils map). Include slopes, aspects, and Idaho Forest Practices Act (FPA) limitations, such as steep slopes and unstable conditions, and erosion control plans to the description.

(2) State landowner's objectives for maintaining or improving soil resources.

(3) Recommendations will consider landowner objectives to improve or maintain the soil and reference Best Management Practices, where appropriate. Examples of recommendations include suggest strategies for wood debris retention, nutrient cycling, vehicle travel, or mitigate soil compaction, flood runoff, and livestock issues.

b) Roads and Access

(1) Describe the current condition of roads and trails and identify areas for improvement or maintenance. Describe the type of access allowable on the road, such as if a bridge is passable by an ATV, car, or logging truck. Reference to a map may be helpful as part of the description.

(2) State landowner's objectives for improving or developing or closing roads.

(3) Recommendations will consider landowner objectives related to their road and trail systems and improve or maintain soil quality. Recommendations should address timing for general maintenance, strategies to reduce erosion, road surface condition, and road runoff, suggest locations for drain-dips, culverts, and stream crossings. Examples of recommendations include limiting road use during certain times of the year and methods to mitigate invasive weed movement. Recommendations for weed control should follow integrated pest management strategies.

c) Water

(1) Describe the existing water features on the property, both natural and man-made and include riparian areas or riparian and wildlife habitat. Descriptions should include identification of streams according to Forest Practices Act (FPA) classification and beneficial uses (e.g. domestic, fisheries, agriculture, or recreation).

(2) State landowner's objectives for maintaining or improving the quality of their water resources.

(3) Recommendations will consider landowner objectives for maintaining or improving the quality of their water resources. Examples of recommendations include address strategies to remain in compliance with FPA rules during all forest activities, Streamside Protection Zones (SPZ), road crossings, and tree-retention requirements.

d) Wetlands

(1) Describe the characteristics of any known wetlands, as previously defined by the Army Corp of Engineers or other authority, and display on at least one, if not all of the property maps. The US Fish and Wildlife service National Wetland Inventory, <http://www.fws.gov/wetlands/Data/Mapper.html>, is a mapping tool to locate wetland and other water features.

(2) State landowner's objectives for protecting or restoring wetlands and related habitat.

(3) Recommendations will consider landowner objectives for protecting or restoring wetlands and related habitat. Examples of recommendations include working with Idaho Fish and Game to facilitate protection and enhancement of the wetlands or including supplementary documents such as this leaflet on wetlands, fishandgame.idaho.gov/public/wildlife/nongame/leafletWetlands.pdf.

e) Carbon Cycle (optional)

(1) Describe the carbon cycle in general terms. Describe the current forest condition as it relates to carbon sequestration.

(2) State landowner's objectives or interest in pursuing credits in the carbon market.

(3) Recommendations will consider landowner objectives for pursuing credits in the carbon market and provide information on State of California carbon market (or other emerging markets). Educational material may be provided to the landowner that describes how forest practices and natural occurrences (e.g. insects, disease, fire, etc.) may alter the natural cycle. Possible

websites for additional information on carbon cycling and markets:
<http://www.treefarmssystem.org/ecosystemservices>;
<http://www.fs.fed.us/ecosystemservices/carbon.shtml>;
<http://www.idahoforests.org/img/pdf/DovetailManagingForestCarbon1011.pdf>
<http://www.fs.fed.us/ccrc/topics/forests-carbon/>
<http://www.idahoforests.org/carbonforests.htm>

3. Fish, Wildlife and Biodiversity

a) Fish and Wildlife

(1) Describe the current habitat conditions that are suitable for specific wildlife or fish (percent cover and plant species) and list observed or known fish and wildlife of significance (species and abundance). Description can be general and based on landowner observations or those made during a site visit.

(2) State landowner's objectives to protect, enhance, or restore fish and wildlife habitat.

(3) Recommendations will consider landowner's objectives for protection, enhancement, or restoration of fish and wildlife habitat. Examples of recommendations include snag retention, erect nest boxes, game and predator management, planting fallow fields as food plots, or other methods to create or improve habitat species.

b) Threatened and Endangered Species

(1) Describe the presence of threatened or endangered species (plant or animal) observed by the landowner or during a site visit. If a threatened or endangered species is present, provide species name, extent of plants or number of animals observed and conditions of the habitat. Species lists can be found on the US Fish and Wildlife sponsored site,

http://ecos.fws.gov/tess_public/pub/stateListingAndOccurrenceIndividual.jsp?state=ID and the Idaho Fish and Game website for the Idaho Natural Heritage Program, which houses NatureServe,
<http://fishandgame.idaho.gov/public/wildlife/nongame/?getPage=25>.

(2) State landowner's objectives to protect the species and enhance the habitat to support the threatened or endangered species.

(3) Recommendations will consider landowner's objectives for protection and enhancement of the species habitat. The landowner or plan preparer should contact Idaho Fish and Game for detailed recommendations related to a specific species of concern.

(4) If no species are evident and landowner is interested in attracting species to property, recommendations may include asking for assistance from Idaho Fish and Game to identify potential habitat for restoration or modification for a particular species.

c) Biodiversity

(1) Describe the current cover types (or habitat types) on the property, high conservation value forest (unique ecological areas), or the general biodiversity condition. When possible, include estimates on the abundance and diversity of flora and fauna. Areas of special interest should be identified on a map.

(2) State landowner's objectives to maintain or increase biodiversity on the property.

(3) Recommendations will consider landowner's objectives for maintaining or increasing biodiversity on the property. Examples of recommendations include integrated pest management methods to manage noxious weeds, retaining large trees, or planting seral species after harvest.

4. Forest Health and Fire

a) Forest Health

(1) Describe current forest condition related to forest health, include observed signs and symptoms of insects or diseases, overstocked stands, and other biotic or abiotic factors that are creating unhealthy forest conditions. Be sure to inform landowners of the presence of invasive species (noxious weeds) on their property or neighboring property.

(2) State landowner's objectives to maintain or improve forest health and vigor.

(3) Recommendations will consider landowner objectives for maintaining or improving the health of the forest. A standard recommendation is to inspect the forest for damaging agents, annually, and additional inspections after natural disasters. Recommendations may include planting and preference for tree species that are appropriate for the sites and matching seed source and seedling with the elevation to be planted (possibly as it relates to climate change). Examples of recommendations include specifications and timing for thinning and pruning and should include information on integrated pest management strategies, where applicable.

(4) Describe forest damage agents in terms of their relative risk to the forest and provide a prioritization for implementing control or treatments and a timeline for recommended treatments. If noxious weeds are present, or an eminent threat, inform the landowner in which Cooperative Weed Management Area (CWMA) the property lies. A map of CWMA and information can be found at

<http://www.agri.state.id.us/Categories/PlantsInsects/NoxiousWeeds/cwmas.ph>

or

b) Wildfire Hazard Reduction and Fire Resilient Forests

(1) Describe current forest conditions (or fuel loads) that are at high risk for carrying intense fires or crown fires. Identify tree species by their dependence or adaptation to fires and any neighboring forests that are a high risk for wildfire.

(2) State landowner's objectives to reduce the risk of wildfire and create a fire adapted forest.

(3) Recommendations will consider landowner's objectives for reducing the risk of wildfire and creating a fire adapted forest. Examples of recommendations include creation and use of firebreaks and fuel breaks (possibly identify on a map), and silvicultural treatments such as prescribed burns, thinning, and pruning to mitigate the intensity of wildfire.

c) Home Firewise and Fire Adapted Communities

(1) Describe characteristics of the home and surrounding landscape that may increase or mitigate the risk of losing the home in the event of a wildfire. Include information about the fire district in which the property is located (or nearest fire department), response times, and phone numbers.

(2) State landowner's objectives to reduce the risk of wildfire to their home and surrounding property.

(3) Recommendations will consider landowner objectives for reducing the risk of wildfire to their home and surrounding property. Recommendations should use the wealth of information provided by the Firewise Safety Program, www.idahofirewise.org. Examples of recommendations promoted by Firewise are to establish defensible space near home sites and structures including firescaping and fuels treatments.

(3) Provide information about Fire Adapted Communities, <http://www.fireadapted.org/> and inform the landowner about their County Wildfire Protection Plan.

5. Range and Agroforestry (if applicable)

a) Range

(1) Describe the presence of range or forested range in terms of its extent and general conditions, which may include species of grasses and forbs, brush, and animal types. Locate range areas on one or all maps.

(2) State landowner's objectives to maintain or improve rangeland.

(3) Recommendations will consider landowner's objectives for maintaining or improving the rangeland. Recommend using NRCS assistance to develop a plan specifically addressing range management. Examples of recommendations include sustainable grazing guidelines, pastures and animal

rotation, water sources, salt block placement, management of native and non-native weeds.

b) Agroforestry

(1) Describe any agroforestry activities related to crops and trees considered or identify areas of the property where agroforestry activities may occur. Agroforestry includes alley cropping, forest farming, riparian forest buffers, silvopasture, windbreaks, and other special applications. Specific information about agroforestry can be found at <http://nac.unl.edu/>.

(2) State landowner's objectives to maintain or improve agroforestry production.

(3) Recommendations will consider landowner's objectives for maintaining or improving agroforestry production. An example recommendation is to examine local markets for interest in non-timber forest products.

6. Forest Management Unit Areas

Delineate management unit areas on appropriate map or maps and provide specific information for each unit, using points A through C (listed below) as a guide.

When similar silvicultural recommendations are made for multiple management units it is not necessary to repeat the same details, instead refer the reader to where the activity was described in detail.

Plans authored by IDL staff should include information about the services of consulting forester for conducting a timber cruise (inventory) to establish a basis for tax purposes or in preparation for a timber sale.

Provide the identifying number (or letter) of the management unit and number of acres before describing each management unit.

a) Management Unit Description

(1) Describe the existing forest condition. Descriptions must include tree species composition, average and range of size class (seedling, sapling, pole, sawtimber) or DBH, average tree height in each size class, stocking (basal area, trees per acre, or a general description as understocked, adequate, overstocked), site-index (if site-index curves are available; otherwise, dominant height and age at breast height), average annual growth (rings/inch and/or leader height), and stand age (or age range for uneven aged stands). Information may be provided in paragraph or table format. It may be easier for

the landowner to evaluate the information for multiple management units if presented in a table.

(2) When a previously described resource element is also a major component of the management unit being described, provide specific information about the current condition and recommended practices within that management unit. The following is recommended to reduce redundancy within the plan, for landowners with forests over 20 acres, general information should be provided in each resource category and more specific descriptions written for each management unit. For landowners with forests of 20 acres or less, enough detail should be provided in each of the previously described resource categories that reference can be made to those descriptions or maps that describe the condition.

(3) All information in this section should be detailed enough to make sound management decisions.

b) State the landowner's objectives to improve, harvest, or regenerate the existing forest.

c) Recommendations will consider the landowner's objectives to improve, harvest, or regenerate the existing forest. Recommendations must describe the desired condition of the management unit after applying the treatment or practice and provide guidance on how to achieve the desired condition. When using forestry terms provide the reader a definition or description of the term.

Information to provide for silvicultural recommendations.

(1) Harvesting: Describe and recommend a type of harvest (Even-aged: clearcut, seed tree, shelterwood, commercial and pre-commercial thinning, etc. Uneven-aged: group select, single-tree select, overstory removal, understory removal, etc.) based on existing and the desired future stand conditions. Also, describe scenarios where and when sanitation/salvage removal should be considered.

Recommend and describe the harvest method (ground, skyline) based on soil conditions, slope, time of year, type of harvest.

Provide targets for stocking density, specify species to harvest (or retain) and size class.

(2) Slash management: Describe the method that best meets landowner objectives and complies with the Forest Practices Act (FPA).

(3) Notifications: Inform about the need for relevant notifications and compliance related to Fire Hazard Management Notification of Forest Practices, Supplemental Notification for the Stream Channel Alteration Permit, and others as needed.

(4) Stream Protection Zone (SPZ): When a stream or other water feature is within a treated area delineate the SPZ on a map or describe the zone in

relation to the water feature and forest practice. Provide information about marking the SPZ and the appropriate laws that must be followed.

(5) Monitoring: Recommend on-site evaluation of harvest operations and all forest practices before, during, and after the practice to ensure forest management goals are met. Suggest at least annual inspections for forest health related concerns.

(6) Post harvest practices: Recommendations should consider the type of harvest or treatment completed, existing or new roads, and other soil and water issues. Examples of recommendations include burning landings, piles, or broadcast, seeding roads and landings, and weed treatments along roadsides.

(7) Reforestation or afforestation: Recommend artificial, natural, or a combination of both for regeneration. Describe regeneration methods and pros and cons of each method. Provide specific details of the preferred species (resistant or improved stock), site preparation, spacing, weed management, timing, etc.

(8) Timber stand improvement and other silvicultural treatments: Examples of recommended practices included, pre-commercial thinning, commercial thinning, pruning, etc. Provide details, such as preferred species, size class, desired density, when to apply treatment, how to prune, etc.

(9) Integrated pest management (IPM): Recommendations to control forest pests (insects, disease, or weeds) should incorporate an integrated pest management approach. Provide landowners a general explanation of IPM and the tools involved with setting thresholds, monitoring, cultural practices, mechanical control, biological control, genetic engineering, and chemical control.

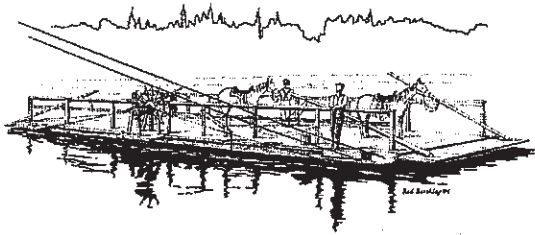
(10) Other information as needed

E. Management Activity Schedule and Tracking

Provide a schedule or prioritized list of the activities recommended in the plan. Use the table provided in the *One-Plan for Multiple-Use Forest Management on Private Lands in Idaho* (Appendix C) or create a table with the following as column headings:

1. Treatment date (Season/Year): provide a specific year or range of years
2. Treatment/Practice: provide a short description of activity to be accomplished
3. NRCS practice code: provide when an NRCS Practice Code is applicable and potential interest in financial assistance for the activity. For a list of NRCS practices and descriptions (including codes), visit: <http://efotg.nrcs.usda.gov>.

4. MU#: management unit number where recommended activity is located
5. Acres or feet to treat
6. Applied practice cost and date: for the landowner to record information



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 15 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Annual Excavation Contracts.

Attached is an additional Subject Contract for Poulton Development.

SJB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Poulton Development (Josh Figgins 661-3290) herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Excavation and heavy equipment services

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 shall commence work on the project by _____, 20____ and complete the project by _____, 20____.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

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 \$ _____, payable upon receipt of materials, invoice and acceptance by ENTITY.

The sum of \$ 125, per hour _____ for Long-Boom Excavator work.

The sum of \$ 100, per hour _____ for 12 Yard Dump Truck work.

The sum of \$ Actual Cost for Low-boy / Mobilization expenses if required.

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 Poulton Development By [Signature]
(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).

A. GENERAL

It is the goal of the City of Bonners Ferry to maintain adequate levels of assets in reserve for the below purposes. These levels are reflective of the risk for general government and each enterprise fund. The amounts listed are for reference during the budgeting process and will vary year to year. For departments with below the recommended levels it is expected that it will take a number of years to reach the target levels.

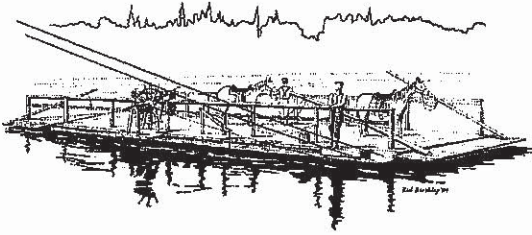
Following are the categories used to determine a desired reserve level for each department. They are derived from the attached spread sheet and rounded to the nearest \$50,000.

1. Cash flow for payroll and other normal expenses. This is set at 25% of the annual operating budget, which is 90 days of cash flow.
2. Mechanical failures that may occur during the year. Amount set at the value of the most expensive single mechanical device.
3. Storms, flooding, and acts of God. This the replacement/repair cost of the infrastructure identified that could be damaged by storm or earthquake.
4. Bond Reserves. For enterprise departments that have a bond this amount is generally required by the lending agency or bond agreement. This amount varies over the life of the bond and is set at the highest required amount.
5. Rate Stabilization. This amount is designed to allow stable rates from year to year based on the variability of revenues. This is particularly relevant due to the City's hydroelectric projects variability in generation.
6. Capital Investment Fund. This amount is designed to capture one year of average revenue financed capital improvements.

Below are the budget target levels for each fund and depending on events in each fund they may or may not be met in any given year.

General Government	\$750,000
Electric Department	\$4,200,000
Water Department	\$1,400,000
Sewer Department	\$1,000,000
Garbage	\$30,000

Note 1: One additional factor for General Government contingency is for above normal labor expenses for the fire department and street department during bad fire or snow years.



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 15 May 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water and Sewer COSA and Rate Study RFP

Attached is the Contract for the Subject Work approved by the Council at the last meeting.

STB

CONSULTING SERVICES AGREEMENT
EES CONSULTING, INC.
Billing Address
570 Kirkland Way, Suite 100, Kirkland, WA 98033
(425) 889-2700

This Consulting Services Agreement (herein Agreement) is made between EES Consulting, Inc., (hereinafter "EES CONSULTING") and the City of Bonners Ferry, whose place of business is located P.O. Box 149, Bonners Ferry, Idaho 83805, Attn: Stephen Boorman (hereinafter "CLIENT") for a Project generally described as Water and Sewer Cost of Service and Rate Study.

I. SCOPE, COMPENSATION AND QUALITY OF CONSULTING SERVICES

EES CONSULTING will provide the services and be compensated for these services as described in proposal to the City dated April 21, 2014.

EES CONSULTING shall render its services in accordance with generally accepted professional practices. EES CONSULTING shall, to the best of its knowledge and belief, comply with applicable laws, ordinances, codes, rules, regulations, permits and other published requirements in effect on the date this Agreement is signed.

All invoices sent by EES CONSULTING to CLIENT shall be paid within fifteen (15) days of receipt. All billings that remain unpaid after fifteen (15) days shall bear interest until paid at the rate of twelve percent (12%) per annum. If CLIENT fails to pay any invoice within fifteen (15) days and such failure continues ten (10) days after EES CONSULTING gives CLIENT notice of such failure, EES CONSULTING shall have the right to terminate this Agreement immediately without liability to CLIENT. The right to terminate under the terms of this section shall be in addition to all other legal, equitable, or contractual remedies available to EES CONSULTING.

II. TERMS & CONDITIONS OF CONSULTING SERVICES AGREEMENT

1. **Timing of Work.** EES CONSULTING shall commence work on or about May 12, 2014.
2. **Relationship of Parties, No Third-Party Beneficiaries.** EES CONSULTING is an independent contractor under this Agreement. This Agreement gives no rights or benefits to anyone not named as a party to this Agreement, and there are no third party beneficiaries to this Agreement.
3. **Insurance.**
 - a. **Insurance of EES CONSULTING.** EES CONSULTING will maintain throughout the performance of this Agreement the following types and amounts of insurance:
 - i. Worker's Compensation and Employer's Liability Insurance as required by applicable state or federal law.
 - ii. Comprehensive Vehicle Liability Insurance covering personal injury and property damage claims arising from the use of motor vehicles with combined single limits of \$1,000,000.
 - iii. Commercial General Liability Insurance covering claims for personal injury and property damage with combined single limits of \$1,000,000.
 - iv. Professional Liability (Errors and Omissions, on a claims-made basis) Insurance with limits of \$1,000,000.
 - b. **Interpretation.** Notwithstanding any other provision(s) in this Agreement, nothing shall be construed or enforced so as to void, negate or adversely affect any otherwise applicable insurance held by any party to this Agreement.
4. **Mutual Indemnification.** EES CONSULTING agrees to indemnify and hold harmless CLIENT and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including, without limitation, court costs, expenses, and reasonable attorneys' fees) arising out of injury to persons or damage to property (including, without limitation, property of CLIENT, EES CONSULTING, and their respective employees, agents, licensees, and representatives) in any manner caused by the negligent acts or omissions of EES CONSULTING in the performance of its work pursuant to or in connection with this Agreement to the extent of EES CONSULTING's proportionate negligence, if any.

CLIENT agrees to indemnify and hold harmless EES CONSULTING and its employees from and against any and all loss, cost, damage, or expense of any kind and nature (including without limitation, court costs, expenses and reasonable attorneys' fees) arising out of injury to person(s) or damage to property (including, without limitation, property of CLIENT, EES CONSULTING, and their respective employees, agents, licensees and representatives) in any manner caused by the negligent acts or omissions of CLIENT or other(s) with whom CLIENT contracts ("CLIENT's agents") to perform work pursuant to or in connection with this Agreement, to the extent of CLIENT's or CLIENT's agents proportionate negligence, if any.
5. **Resolution of Disputes, Attorneys' Fees.** The law of the State of Washington shall govern the interpretation of and the resolution of disputes under this Agreement. If any claim, at law or otherwise, is made by either party to this Agreement, the prevailing party shall be entitled to its costs and reasonable attorneys' fees.
6. **Termination of Agreement.** Either EES CONSULTING or CLIENT may terminate this Agreement upon thirty (30) days written notice to the other sent to the addresses listed herein.

In the event CLIENT terminates this agreement, CLIENT specifically agrees to pay EES CONSULTING for all services rendered through the termination date.

EES CONSULTING, INC.

CITY OF BONNERS FERRY

By: Anne Falcon

By: _____

Title: Managing Director

Title: _____

Date: May 12, 2014

Date: _____

RECEIVED

Brec Kennedy
PO Box 1057
Bonners Ferry, ID 83805

MAY 14 2014
2:10 p.m.
OK
CITY OF BONNERS FERRY

April 21, 2014

City of Bonners Ferry
7232 Main Street
Bonners Ferry, Idaho 83805
Facsimile: (208) 267-4375

Bonners Ferry Police Department
7232 Main Street
Bonners Ferry, Idaho 83805
Facsimile: (208) 267-4398

Re: Notice of Tort Claim of Brec Kennedy

To Whom It May Concern:

Pursuant to Section 6-906 of the Idaho Code, you are hereby notified of my claim for negligence related to the unlawful harassment and investigation, unlawful arrest, unlawful search and seizure, excessive and unlawful use of force during arrest, sexual harassment during arrest and investigation, negligent and intentional infliction of emotional distress, and negligent in hiring, training and supervision of police officers, and demand for money damages in connection with the with various stops and investigation tactics from August 29, 2013 through March 30, 2014, including but not limited to the arrest dated October 6, 2013 and the harassment of various members of my family beginning in September of 2013.

1. Description of Conduct and Circumstances

The City of Bonners Ferry is responsible for the Bonners Ferry Police Department. The City inappropriately handled the hiring, training and supervision of police officers.

2. Description of Claimant's Injuries and Damages

The unlawful harassment, unlawful investigation tactics, unlawful arrest, unlawful search and seizure, excessive and unlawful use of force during arrest, and sexual harassment has caused damage to me in the form of unnecessary legal fees and costs and emotional distress damages.

3. Time and Place of Injury

The injury caused is ongoing and continuing in nature. The place of the injury is Boundary County, Idaho.

4. Names of Persons Known to be Involved

The following persons are believed to be involved in this matter:

- a) City Police Officer William Cowell #67 BFPD
- b) City Police Officer Arshat Heiko
- c) City Police Officer Caleb Watts
- d) City Police Officer John Lunde
- e) David Chapman
- f) Dusty Chapman
- g) Deleton Chapman
- h) Joshua Eby

5. Amount of Damages Claimed

Present estimates of the damages without further discovery are in excess of \$500,000.00.

6. Claimant's Residence

Claimant's residence at the time of filing this claim and for the six (6) months immediately prior to the time the claim arose is and was 1401 Katka Road, Bonners Ferry, Idaho 83805.

Best Regards,

Brec Kennedy