

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

March 05, 2013

5:00 p.m. Golf Course Field Trip

7:00 p.m. Regular Meeting

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Fee Increase Hearing

PUBLIC COMMENTS

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

GUESTS

Rick Fawcett -- Boundary County Multijurisdictional All Hazard Mitigation Plan Briefing

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. Approve February 20, 2013 Council Meeting Minutes and February 26, 2013 Special Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. City -- Consider JRS Surveying Replat for Habitat for Humanity in Birch Court (attachment)
6. City -- Discuss Fees and Adopt Resolution 2013-03-01 (attachment)
7. Electric -- Authorize Mayor to Sign Contract with Tetra Tech for the Inundation Study (attachment)

8. Water – Authorize Mayor to Sign Contract with Northwest Hydrotech for Water Pressure Control Valve Maintenance (attachment)
9. Electric – Authorize Mayor to Sign Addendum Extending Expiration Date on the Charwood Contract for FERC Part 12 (attachment)
10. City – Approve Billing Policy Changes (attachment)
11. City – Authorize Mayor to Sign Independent Contractor Agreements with P&O (attachment)
12. Water – Approval to Purchase a Pickup (attachment)
13. Electric – Approval to Hire Bruce Dally for Part-time Work (attachment)
14. City – Approval to Hire Mechanic's Assistant (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

15. City – Joint City/County Meeting on March 11, 2013
16. City - Letter Dated February 21, 2013 from Bureau of Indian Affairs (attachment)
17. City – Economic Development Flyer (attachment)

Notice
Fee Increase Hearing

The City of Bonners Ferry will meet on March 5, 2013 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new/increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

1. Sewer rates increasing from \$21.00 to \$21.63 per equivalent dwelling unit. The reasons for the proposed sewer rate increases are to cover the costs of operating the system and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

2. Water rates increasing as follows:

	Meter Size	Metered Rate	Non Metered Rate
Residential	1" and under	from \$40.14 to \$42.15	
Residential	1.5"	from \$73.09 to \$76.75	
Commercial/Industrial	1" and under	from \$40.14 to \$42.15	from \$64.77 to \$68.01
Commercial/Industrial	1.5"	from \$97.37 to \$102.24	from \$64.77 to \$68.01
Commercial/Industrial	2"	from \$125.96 to \$132.26	from \$94.86 to \$99.60
Commercial/Industrial	3"	from \$162.86 to \$171.00	from \$177.86 to \$186.75
Commercial/Industrial	4"	from \$320.54 to \$336.57	from \$257.03 to \$269.88
Commercial/Industrial	6"		from \$711.46 to \$747.03

Water per cubic foot charge increasing from \$.01613 to \$.01694

Fire Lines increasing from \$9.49 to \$9.97 per inch per month

Check Meters increasing from \$40.14 to \$42.15 per month

Unused Service increasing from \$34.02 to \$35.72 per month

The reasons for the proposed water rate increases are to cover maintenance and operation costs of the system and to meet regulatory requirements mandated by Idaho Department of Environmental Quality and United States Environmental Protection Agency.

3. Increase Business License Fees from a \$10.00 fee to a \$25.00 initial fee and \$10.00 annual renewal fee. The reason for the increase is to offset the costs of issuing business licenses.
4. Increase swim lesson fees from \$20.00 to \$25.00 for city residents and from \$20.00 to \$30.00 for non city residents. Implement a daily rate for the swimming pool of \$1.00 per day per person. Establish a swimming pool season pass of \$5.00 for city residents and \$10.00 for non city residents. Swim lesson participants automatically receive a season pass. The reasons for the swimming pool fee increases are to offset costs of operating the city pool.
5. Electric security deposits \$200 per residential customer. The reason for this is to make all electric residential deposits the same rather than having a differential for those with gas heat.

Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish: February 21, 2013
February 28, 2013

RESOLUTION 2013-03-01

IT BE AND IS HEREBY resolved by the Mayor and City Council pursuant to Ordinance Number 477 of the City of Bonners Ferry that Schedule A attached hereto be and is adopted as the list of all charges for licenses, permits, fees, assessments, rates and charges by the City. Excepted from this schedule are such fees, charges and assessments as are established by contract or agreement for goods and/or services to be provided by the City which are not generally available to or in demand by the general public, franchise fees or fees charged in lieu of franchise fees, criminal and/or punitive fines, or penalties, taxes or assessments upon real property that are paid to and collected by the Boundary County Treasurer.

The City Clerk shall, at all times, keep a copy of this resolution and attached schedule posted in a conspicuous place in City Hall and make copies of said schedule available to members of the public upon request.

Dated this 5th day of March, 2013.

City of Bonners Ferry

David K. Anderson, Mayor

Attest:

Kris Larson, City Clerk

Approved as to Form and Content

Will Herrington, City Attorney

1-6-3A	Mayor Wages	\$300 per month					
1-6-3B	Council Wages	\$150 per month					
3-1-7	Business Permits	\$25 initial fee and \$10 annual renewal					
3-2A-4	Liquor by the Drink	\$375 per year					
3-2A-9	Liquor (transfer fee)	\$50					
New Section	Beer & Wine Transfer Fee	\$50					
3-2B-5A	Beer (consumption off premises)	\$25 per year					
3-2B-5B	Beer (consumption on premises)	\$75 per year					
3-2C-5C	Beer (draught, bottles, or canned)	\$100 per year					
3-2C-5	Wine	\$100 per year					
3-3-2	Advertising and bill posting	\$25 per year					
3-4-5	Peddlers, solicitors, hawkers, itinerant merchants, transient vendors, or canvassers:						
	City resident	\$35 per year or \$10 per week					
	Out of town resident	\$45 per year or \$15 per week					
	Out of state resident	\$55 per year or \$20 per week					
3-5-2	Second hand stores, junk shops, and pawn brokers	Business License					
3-6-7	Taxicabs	Business License & Special License					
3-7-3	Entertainment Performance	Set by resolution					
		If no fee set by resolution then \$100					
		Cleanup fee \$100					
4-2-6	Garbage Fees	Designated in Billing Policy					
5-3A-3	Animals – Impound Fees	\$10 for act of impounding					
		\$10 per day for maintaining animal in pound					
5-3B-3	Dog License Fees	\$10 per year					
		Fees double for failure to renew by January 31st					
5-3B-6D	Dogs declared nuisance	Assign penalties from 1-4-1A					
		Maximum fine plus impound fees not to exceed \$300 per offense					
5-3C-3C	Dogs – no rabies shot	Fine up to \$50					
5-3C-4A	Dogs – impoundment	\$10 first impoundment plus \$10 per day					
5-3C-4B	Dogs – impoundment	\$30 fine second offense plus \$10 per day					
		\$50 fine third offense plus \$10 per day					
5-3C-4C		\$120 fourth and subsequent offenses plus \$10 per day					
5-5-4	Firearm Shooting Facility Permit	\$25					
7-2-4	Fire Regulations (burning)	Permit required – no fee					
7-3-4	Explosives	\$500 fee plus either a \$5,000 bond or \$1,000 deposit					
7-4-2	Fireworks – Public Display	\$10					
8-1-1	Sidewalks	Building permit required					
8-3-1	Excavations	\$250 deposit or \$1,000 bond plus City expended costs					
8-5-1	Develop Street Access from Private Prop.	City expended costs					
10-1-2	Utility Deposits	Designated in Billing Policy					
10-2-3	Water Hookup Fees	\$1,000 per EDU plus City expended costs for any hook on to the water system that affects transmission or filtration or distribution of the City system					
	Water Rates	Designated in Billing Policy					
10-3-6B	Sewer Permit & Inspection Fee	Designated in Billing Policy					
	Sewer Hookup Fees	\$517 per EDU plus City expended costs for any hook on to the sewer system					
10-3-10	Sewer User Rates	Designated in Billing Policy					
10-4-4	Sewer User Charges	Designated in Billing Policy					
10-5-24	Excavation Permit Required	see 8-3-1					
11-1-15	Construction, alteration, repair	Building Fee Schedule					
	Subdivision Fees	\$500 for Preliminary Plat plus \$25 per lot and \$250 for Final Plat					
	Minor Subdivision Fees	\$250 for Minor Subdivision					
	Copy Fees	\$.25 per page					
	Video Copying Fee	\$25					
	Swim Lesson Fees	\$25 city resident child per session, \$30 outside city resident child per session					
	Swim Pool Daily Rate	\$1 per day per person					
	Swim Pool Season Pass	\$5 city resident, \$10 non city resident, swim lesson participant - pass included with lesson fee					
	Swimming Pool Rental	\$50 for 1st hour and \$30 for additional hours					
	Fire Hall Rental	\$35 per use per day					
	Fire Inspection Fee - inside City limits	\$30					
	Skunk Trap Rental	\$10 rental fee plus deposit of \$40					
	Storage Fee	\$10 per day					
	Parade Permit Fee	\$35 for local organizations with more than 30 day notice \$100 for local organizations with less than 30 day notice					
	Special Event Fee	\$35 for local organizations with more than 30 day notice \$100 for local organizations with less than 30 day notice					

		\$100 for out of county organizations					
Golf Adult Season Pass		\$350					
Golf Husband and Wife Season Pass		\$630					
Golf Family Season Pass		\$630 for husband and wife plus \$50 per child 17 years or younger					
Golf Junior Season Pass - all days		\$150					
Golf Junior Season Pass - week days		\$90					
Golf Green Fees - 9 holes		\$16					
Golf Green Fees Weekends & Holidays - 9 holes		\$18 (punch cards and season passes honored)					
Golf Green Fees - 18 holes		\$23					
Golf Green Fees Weekends & Holidays - 18 holes		\$25 (punch cards and season passes honored)					
Junior Golf Green Fees - 9 holes		\$9					
Junior Golf Green Fees - 18 holes		\$13					
Golf Adult Discount Card - 9 holes		\$144					
Golf Adult Discount Card - 18 holes		\$207					
Cart Trail Fee		\$5					
Cart Trail Season Pass		\$75					
Golf Cart Shed Rental - Building A & B		\$150					
Golf Cart Shed Rental - Building C		\$210					
Franchise Fees		5%					
Pole Use Fees		\$12 per pole					
Collection Fees		33% added to principal amount owed					
Planning & Zoning Issue Publication Costs		\$150 deposit subject to reconciliation of actual costs					
Customer Work Order Handling Fees		20% of inventory items or \$20.00 whichever is greater					
Plowing in Electric Lines		\$1 per foot					
Transformer Capacity Charge		\$500					
Non-sufficient Check Charge		\$15					
Visitor's Center Upstairs Rental:							
Non Profit Organizations		\$0					
Private Individuals		\$35					
For Profit Businesses		\$100					
Equipment Rates		Per Attached Schedule A, Page 3					

Water Rates
Rates Effective 03-05-13

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE IN CUBIC FEET</u>	<u>RATE</u>	<u>PER</u>
RESIDENTIAL (Minimum)	WOFF01	\$ 35.72	OFF @ CURB		N/A
Metered					
RESIDENTIAL <1" to 1"	WR101	\$ 42.15	0-1200	0.01694	Cubic Foot
RESIDENTIAL 1.5"	WR1.501	\$ 76.75	0-1200	0.01694	Cubic Foot
FIRE LINES	WFL		FIRE ONLY	\$ 9.97	Inch
CHECK METERS	WCH	\$ 42.15			
COMMERCIAL < 1"	WC1	\$ 42.15	0-1000	0.01694	Cubic Foot
COMMERCIAL 1"	WC1	\$ 42.15	0-1000	0.01694	Cubic Foot
COMMERCIAL 1.5	WC1.5	\$ 102.24	0-200	0.01694	Cubic Foot
COMMERCIAL 2"	WC2	\$ 132.26	0-200	0.01694	Cubic Foot
COMMERCIAL 3"	WC3	\$ 171.00	0-200	0.01694	Cubic Foot
COMMERCIAL 4"	WC4	\$ 336.57	0-200	0.01694	Cubic Foot
INDUSTRIAL < 1"	WI1	\$ 42.15	0-1000	0.01694	Cubic Foot
INDUSTRIAL 1.5"	WI1.5	\$ 102.24	0-200	0.01694	Cubic Foot
INDUSTRIAL 2"	WI2	\$ 132.26	0-200	0.01694	Cubic Foot
INDUSTRIAL 3"	WI3	\$ 171.00	0-200	0.01694	Cubic Foot
UNUSED SERVICE	WOFF	\$ 35.72			N/A
NON-METERED <1"	WN1	\$ 68.01	UNLIMITED		N/A
NON-METERED 1"	WN 1	\$ 68.01	UNLIMITED		N/A
NON-METERED 2"	WN 2	\$ 99.60	UNLIMITED		N/A
NON-METERED 3"	WN 3	\$ 186.75	UNLIMITED		N/A
NON-METERED 4"	WN 4	\$ 269.88	UNLIMITED		N/A
NON-METERED 6"	WN 6	\$ 747.03	UNLIMITED		N/A

B for inside and X for outside city limits

- 01 Residential
- 07 Self Consumed
- 09 Pumping & Drainage
- 11 Self Consumed
- 20 Small Commercial
- 21 Commercial
- 31 Industrial
- 51 Street Lighting

Sewer Rates
Rates Effective 03-05-13

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	SR01	\$ 21.63	UNLIMITED		
Interdepartmental	SC07	\$ 21.63	UNLIMITED	\$ 21.63	EDU
Small Commercial	SC20	\$ 21.63	UNLIMITED	\$ 21.63	EDU
Commercial	SC21	\$ 21.63	UNLIMITED	\$ 21.63	EDU
Industrial	SI31	\$ 21.63	UNLIMITED	\$ 21.63	EDU

B for inside and X for outside city limits

Electric Rates

Rates Effective 10-01-09

Large Industrial Rate Effective 12-01-09

	Revenue Class	Rate Schedule	Monthly Base Rate	KWH Charge	KVA Demand Charge
Residential	01	ER1PB	\$ 10.47	\$ 0.0600	\$ -
Residential	01	ER1PX	\$ 14.91	\$ 0.0600	\$ -
Interdepartmental	07	ES1PB	\$ 10.47	\$ 0.0575	
Interdepartmental	07	ES1PX	\$ 14.91	\$ 0.0575	
Interdepartmental	07	ES3PB	\$ 32.83	\$ 0.0575	
Interdepartmental	07	ES3PX	\$ 41.80	\$ 0.0575	
Interdept. w/Demand	07	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Pumping & Drainage	09	ES3PX	\$ 41.80	\$ 0.0575	
Pumping & Drainage	09	EC1PB	\$ 10.47	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC1PX	\$ 14.91	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PB	\$ 32.83	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PX	\$ 41.80	\$ 0.0485	\$ 6.00
Self Consumed	11	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Self Consumed	11	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Self Consumed	11	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Self Consumed	11	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Self Cons. w/ Demand	11	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Small Commercial	20	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Small Commercial	20	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Small Commercial	20	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Small Commercial	20	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Large Commercial	21	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Large Commercial	21	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Secondary Industrial	31	EC3PB	\$ 32.83	\$ 0.0440	\$ 5.15
Secondary Industrial	31	EC3PX	\$ 41.80	\$ 0.0440	\$ 5.15
Primary Industrial	31	EP3PB	\$ 32.83	\$ 0.0440	\$ 4.73
Primary Industrial	31	EP3PX	\$ 41.80	\$ 0.0440	\$ 4.73
Large Industrial	41	EL3PX	\$ 12,000.00	\$ 0.0260	\$ 4.37
Street Light	51	ESTREET	\$ 4.10		
Security Light	51	ESECURE	\$ 7.48		
Remote Read Device		EREMOTE	\$ 10.00		
No Meter Access		BELN	\$ 15.00		
Fiber Optics	21	FIBER	\$ 44.20		
B = inside customers					
X = outside customers					

Garbage
Rates Effective 05-01-12

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	GARBAGE01	\$ 11.50			
Commercial	N/A				

City of Bonners Ferry
Equipment Charge Rates

Does not include operator

Equipment Description	Estimated Replacement Cost	Estimated Service Life in Hours	Estimated Hourly Operational Cost	*Hourly Charge Rate
Backhoe	\$ 80,000.00	3,000	\$ 12.50	\$ 32.50
Bucket Truck	\$ 109,800.00	2,800	\$ 12.50	\$ 41.91
Small Bucket Truck	\$ 90,000.00	2,800	\$ 12.50	\$ 36.61
Digger Derrick Truck	\$ 150,000.00	3,800	\$ 15.00	\$ 44.61
Ditch Witch	\$ 38,000.00	2,000	\$ 15.00	\$ 29.25
Dump Truck	\$ 100,000.00	3,000	\$ 17.50	\$ 42.50
Excavator	\$ 35,000.00	3,000	\$ 12.50	\$ 21.25
Flusher Vac Truck	\$ 323,307.00	3,500	\$ 20.00	\$ 89.28
Front End Loader	\$ 150,000.00	3,000	\$ 15.00	\$ 52.50
Grader	\$ 250,000.00	3,500	\$ 17.50	\$ 71.07
Pickup	\$ 35,000.00	2,000	\$ 7.50	\$ 20.63
Skid Steer	\$ 46,720.00	3,000	\$ 10.00	\$ 21.68
Sweeper	\$ 150,000.00	3,000	\$ 30.00	\$ 67.50
Water Truck	\$ 143,320.00	3,000	\$ 12.50	\$ 48.33
*Hourly charge rate equals replacement cost divided by hourly life, multiplied by 75% plus operational cost. Salvage value assumed at 25%.				
Adopted by City Council 3-16-10				

CITY OF BONNERS FERRY, IDAHO

TITLE: FEE SCHEDULE FOR BUILDING PERMITS AND ASSOCIATED SERVICES
(the "Schedule").

WHEREAS, Ordinance No. 486 (the "Construction Code Ordinance") of the City of Bonners Ferry (the "City"), provides that the City shall adopt by resolution a Fee Schedule for Building Permits and Associated Services to contain, but not be limited to, fees for permits and associated services required by the Ordinance; and,

WHEREAS, the City believes it would be in the best interest of the citizens to review the Fee Schedule for Building Permits and Associated Services, but not be limited to, fees for permits and associated services required by the Construction Code Ordinance annually; and

NOW, THEREFORE, the following documents, attached and made a part hereof by this reference, are hereby adopted as fees by the City Council:

1. Section 107, "Fees," and Table 1-A out of the Uniform Building Code, 1997 Edition (Attachment #1), in conjunction with Building Valuation Data (Attachment #2), established April 2001, of the Building Standards, published by the International Conference of Building Officials, shall be used in determining building permit fees. The Building Valuation Data shall be used in determining total valuation of the project for the application of the building permit fees.

2. The fee for a plan review on all building permits shall be sixty-five (65%) percent of the building permit fee and shall be charged in addition to the building permit fee.

3. In determining total valuation of a project for the application of a building permit, the valuation for decks shall be \$6.00 per square foot.

4. The fee to approve the placement of a mobile, modular and/or manufactured home shall be \$125.00.

5. The fee to approve the placement of a commercial coach shall be \$125.00.

6. The valuation of a project for the determination permit fees for a change of use and/or occupancy, remodel or signs shall be based upon the contractor's valuation of the project. The Building Official shall have final authority to modify the contractor's valuation to reflect the actual valuation of the proposed project.

7. Demolition permit fees shall be fifty dollars (\$50.00) per one thousand (1000) square feet or fraction thereof, up to a maximum of five hundred dollars (\$500.00).

The fees identified above shall become effective as of January 18, 2005.

SECTION 107 - FEES

107.1 General. Fees shall be assessed in accordance with the provisions of this section or shall be as set forth in the fee schedule adopted by the jurisdiction.

107.2 Permit Fees. The fee for each permit shall be as set forth in Table I-A.

The determination of value or valuation under any of the provisions of this code shall be made by the building official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air conditioning, elevators, fire extinguishing systems and any other permanent equipment.

107.3 Plan Review Fees. When submittal documents are required by Section 106.3.2, a plan review fee shall be paid at the time of submitting the submittal documents for plan review. Said plan review fee shall be 65 percent of the building permit fee as shown in Table I-A.

The plan review fees specified in this section are separate fees from the permit fees specified in Section 107.2 and are in addition to the permit fees.

When submittal documents are incomplete or changed so as to require additional plan review or when the project involves deferred submittal items as defined in Section 106.3.4.2, an additional plan review fee shall be charged at the rate shown in Table I-A.

107.4 Expiration of Plan Review. Applications for which no permit is issued within 180 days following the date of application shall expire by limitation, and plans and other data submitted for review may thereafter be returned to the applicant or destroyed by the building official. The building official may extend the time for action by the applicant for a period not exceeding 180 days on request by the applicant showing that circumstances beyond the control of the applicant have prevented action from being taken. No application shall be extended more than once. In order to re-new action on an application after expiration, the applicant shall resubmit plans and pay a new plan review fee.

107.5 Investigation Fees: Work without a Permit.

107.5.1 Investigation. Whenever any work for which a permit is required by this code has been commenced without first obtaining said permit, a special investigation shall be made before a permit may be issued for such work.

107.5.2 Fee. An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is then or subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code. The minimum investigation fee shall be the same as the minimum fee set forth in Table I-A. The payment of such investigation fee shall not exempt any person from compliance with all other provisions of this code nor from any penalty prescribed by law.

107.6 Fee Refunds. The building official may authorize refunding of any fee paid hereunder which was erroneously paid or collected.

The building official may authorize refunding of not more than 80 percent of the permit fee paid when no work has been done under a permit issued in accordance with this code.

The building official may authorize refunding of not more than 80 percent of the plan review fee paid when an application for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan reviewing is done.

The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee not later than 180 days after the date of fee payment.

TABLE 1-A—BUILDING PERMIT FEES

TOTAL VALUATION	FEE
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof
Other Inspections and Fees:	
1. Inspections outside of normal business hours (minimum charge—two hours)	\$47.00 per hour ¹
2. Reinspection fees assessed under provisions of Section 305.8	\$47.00 per hour ¹
3. Inspections for which no fee is specifically indicated (minimum charge—one-half hour)	\$47.00 per hour ¹
4. Additional plan review required by changes, additions or revisions to plans (minimum charge—one-half hour)	\$47.00 per hour ¹
5. For use of outside consultants for plan checking and inspections, or both	Actual costs ²

¹Or the total hourly cost to the jurisdiction, whichever is the greatest. This cost shall include supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

²Actual costs include administrative and overhead costs.

BUILDING VALUATION DATA

At the request of numerous building officials, *Building Standards™* offers the following building valuation data representing average costs for most buildings. Because residential buildings are the most common for many cities, two general classes are considered for these, one for "average" construction and the other for "good." Adjustments should be made for special architectural or structural features and the location of the project. Higher or lower unit costs may often result.

The unit costs are intended to comply with the definition of "valuation" in Section 2.23 of the 1997 *Uniform Building Code™* and thus include architectural, structural, electrical, plumbing and mechanical work, except as specifically listed below. The unit costs also include the contractor's profit, which should not be omitted.

The determination of plan check fees for projects reviewed by the International Conference of Building Officials will be based on valuation computed from these figures, which were established in April 2001.

Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average	Occupancy and Type	Cost per Square Foot, Average
1. APARTMENT HOUSES:		7. DWELLINGS:		13. JAILS:		20. RESTAURANTS:	
Type I or II FR.*	\$87.00	Type V—Masonry	\$74.20	Type I or II FR.	\$156.00	Type III—1-Hour	\$95.50
(Good)	\$107.10	(Good)	\$95.00	Type III—1-Hour	142.70	Type III—N	92.30
Type V—Masonry	71.00	Type V—Wood Frame..	66.00	Type V—1-Hour	107.00	Type V—1-Hour	87.50
(or Type III)		(Good)	\$90.60			Type V—N	84.00
(Good)	\$87.00	Basements—		14. LIBRARIES:		21. SCHOOLS:	
Type V—Wood Frame..	62.60	Semi-Finished	19.70	Type I or II FR.	114.10	Type I or II FR.	109.00
(Good)	\$80.40	(Good)	\$22.80	Type II—1-Hour	83.50	Type II—1-Hour	74.40
Type I—Basement Garage	36.70	Unfinished	14.30	Type II—N	79.40	Type III—1-Hour	79.60
		(Good)	\$17.40	Type III—1-Hour	88.20	Type III—N	76.60
				Type III—N	83.80	Type V—1-Hour	74.60
2. AUDITORIUMS:		8. FIRE STATIONS:		Type V—1-Hour	82.90	Type V—N	71.20
Type I or II FR.	102.80	Type I or II FR.	112.20	Type V—N	79.40	22. SERVICE STATIONS:	
Type II—1-Hour	74.40	Type II—1-Hour	73.80	15. MEDICAL OFFICES:		Type II—N	65.90
Type II—N	70.40	Type II—N	69.60	Type I or II FR.*	117.20	Type II—1-Hour	68.70
Type III—1-Hour	78.20	Type III—1-Hour	80.80	Type II—1-Hour	90.40	Type V—1-Hour	58.50
Type III—N	74.20	Type III—N	77.40	Type II—N	85.90	Canopies	27.50
Type V—1-Hour	74.80	Type V—1-Hour	75.80	Type III—1-Hour	95.20	23. STORES:	
Type V—N	69.80	Type V—N	71.90	Type III—N	91.30	Type I or II FR.*	80.80
3. BANKS:		9. HOMES FOR THE ELDERLY:		Type V—1-Hour	88.40	Type II—1-Hour	49.40
Type I or II FR.*	145.20	Type I or II FR.	101.70	Type V—N	85.30	Type II—N	48.30
Type II—1-Hour	107.00	Type II—1-Hour	82.60	16. OFFICES**:		Type III—1-Hour	60.10
Type II—N	103.50	Type II—N	79.00	Type I or II FR.*	104.70	Type III—N	56.40
Type III—1-Hour	118.10	Type III—1-Hour	86.00	Type II—1-Hour	70.10	Type V—1-Hour	50.60
Type III—N	113.80	Type III—N	82.50	Type II—N	66.80	Type V—N	46.80
Type V—1-Hour	107.00	Type V—1-Hour	83.10	Type III—1-Hour	75.70	24. THEATERS:	
Type V—N	102.50	Type V—N	80.20	Type III—N	72.40	Type I or II FR.	107.70
4. BOWLING ALLEYS:		10. HOSPITALS:		Type V—1-Hour	70.90	Type III—1-Hour	78.40
Type II—1-Hour	50.00	Type I or II FR.*	160.00	Type V—N	66.80	Type III—N	74.70
Type II—N	46.70	Type III—1-Hour	132.50	17. PRIVATE GARAGES:		Type V—1-Hour	73.80
Type III—1-Hour	54.40	Type V—1-Hour	126.40	Wood Frame	23.80	Type V—N	69.80
Type III—N	50.90	11. HOTELS AND MOTELS:		Masonry	26.90	25. WAREHOUSES***:	
Type V—1-Hour	36.70	Type I or II FR.*	99.00	Open Carports	16.30	Type I or II FR.	48.40
5. CHURCHES:		Type III—1-Hour	85.80	18. PUBLIC BUILDINGS:		Type II or V—1-Hour	28.70
Type I or II FR.	97.30	Type III—N	81.80	Type I or II FR.*	121.00	Type II or V—N	27.00
Type II—1-Hour	73.00	Type V—1-Hour	74.70	Type II—1-Hour	98.00	Type III—1-Hour	32.60
Type II—N	69.40	Type V—N	73.20	Type II—N	93.70	Type III—N	31.00
Type III—1-Hour	79.40	12. INDUSTRIAL PLANTS:		Type III—1-Hour	101.80	EQUIPMENT	
Type III—N	75.90	Type I or II FR.	55.80	Type III—N	98.20	AIR CONDITIONING:	
Type V—1-Hour	74.20	Type II—1-Hour	38.80	Type V—1-Hour	93.10	Commercial	4.10
Type V—N	69.80	Type II—N	35.70	Type V—N	89.80	Residential	3.40
6. CONVALESCENT HOSPITALS:		Type III—1-Hour	42.80	19. PUBLIC GARAGES:		SPRINKLER SYSTEMS..	
Type I or II FR.*	136.50	Type III—N	40.30	Type I or II FR.*	48.00		2.60
Type II—1-Hour	94.70	Fill-up	29.40	Type I or II Open Parking*	36.00		
Type III—1-Hour	97.10	Type V—1-Hour	40.30	Type II—N	27.50		
Type V—1-Hour	91.50	Type V—N	36.90	Type III—1-Hour	36.30		
				Type III—N	32.30		
				Type V—1-Hour	33.00		

*Add 0.5 percent to total cost for each story over three. **Deduct 20 percent for shell-only buildings. ***Deduct 11 percent for mini-warehouses.

REGIONAL MODIFIERS

The following modifiers are recommended for use in conjunction with the building valuation data. Additionally, certain local conditions may require further modifications. To use these modifiers, merely multiply the listed cost per square foot by the appropriate regional modifier. For example, to adjust the cost of a Type III One-hour hotel building of average construction for the Iowa area, select Regional Modifier 0.80 and unit cost from valuation data, \$85.80:

$$0.80 \times 85.80 = \$68.64 \text{ (adjusted cost per square foot)}$$

Eastern U.S.	Modifier	Eastern U.S. (cont.)	Modifier	Central U.S. (cont.)	Modifier	Western U.S.	Modifier
Connecticut	0.95	Pennsylvania		Kansas	0.74	Alaska	1.30
Delaware	0.84	Philadelphia	0.96	Kentucky	0.77	Arizona	0.82
District of Columbia	0.87	Other	0.83	Louisiana	0.78	California	
Florida	0.74	Rhode Island	0.94	Michigan	0.84	Los Angeles	1.00
Georgia	0.68	South Carolina	0.70	Minnesota	0.86	San Francisco Bay Area	1.13
Maine	0.81	Vermont	0.80	Mississippi	0.71	Other	0.94
Maryland	0.79	Virginia	0.73	Missouri	0.78	Colorado	0.81
Massachusetts	0.94	West Virginia	0.82	Nebraska	0.75	Hawaii	1.14
New Hampshire	0.82			North Dakota	0.80	Idaho	0.80
New Jersey	0.91			Ohio	0.80	Montana	0.79
New York		Central U.S.		Oklahoma	0.71	Nevada	0.89
New York City	1.16	Alabama	0.72	South Dakota	0.78	New Mexico	0.76
Other	0.87	Arkansas	0.70	Tennessee	0.72	Oregon	0.83
North Carolina	0.70	Illinois	0.87	Texas	0.74	Utah	0.75
		Indiana	0.82	Wisconsin	0.85	Washington	0.88
		Iowa	0.80			Wyoming	0.80

FORM 111
PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY (Governmental Entity), a political subdivision of the state of Idaho, herein "ENTITY" and TETRA TECH. 1420 5TH Avenue, Suite 550, Seattle, WA 98101 herein "CONTRACTOR").

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the Moyie Hydroelectric Project Inundation Study. Scope of work attached.

2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement Time and Material, not to exceed \$20,000 (see attached estimate) for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein. However, the ENTITY will retain 10% until Inundation Study is accepted by the FERC or in the event that the FERC has not commented on the report within eight months after submission of the report to ENTITY by CONTRACTOR, until that date, whichever occurs first.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from 25 February 2013 to 30 June 2013 unless terminated by either party with 30 days written notice.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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:

By: David Anderson
Its: Mayor

ATTEST:

Kris Larson
Clerk of The City of Bonners Ferry

CONTRACTOR:

By _____
(Name)

Its _____
(Title or Office)

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____, as attorney for _____
(Governmental Entity).

Twin Rivers Canyon Resort Flood Inundation Study

Draft Scope of Services

Introduction

As part of the City's 5-year inspection of the Moyie Dam, FERC has asked the City of Bonners Ferry to prepare a flood inundation map for the confluence area. The following direction was provided:

"Begin with the 1998 CH2M-Hill HEC-2 Steady Flow Model

- Supplement the model with additional cross sections through the Twin Rivers Campground (every 200-feet or so) using new topographic data
- Using the HEC-RAS Model, perform two Steady Flow dam break runs through the campground
 - (1) Sunny Day Dam Failure Peak Flow
 - (2) IDF Dam Failure Peak Flow
- For the Kootenai River Assumptions, you may build on what CH2M-Hill used in their 1998 HEC-2 Model
 - (1) 15,000 cfs for Sunny Day
 - (2) 34,000 cfs for IDF
- Plot the two inundation zones on a close-up/detailed aerial photograph of the Twin Rivers Campground and confluence area (with topographic contour lines if possible) and any other affected areas, including cross section inundation data."

Services

Tetra Tech proposes the following tasks in order to provide the inundation maps.

Hydraulic Modeling

In November 2012, Tetra Tech completed a hydraulic model analysis for the Twin Rivers Hatchery Intake Design. This analysis used the 2011 USGS HEC-RAS model, updated it with additional surveyed cross section information on the Moyie River and floodplain information from LiDAR of the confluence area, and calibrated it using USGS gage data and surveyed water surface elevations. Because the topography has recently been updated, it is recommended that this model be used for the hydraulic analysis. Any required extension of the Moyie portion of the model can be done using the existing CH2M-Hill model and updating it with the digital terrain data.

Based on the agreement with FERC, this scope assumes steady-state flows are representative of the river conditions for determining inundation extents. According to the City, the outflow hydrographs from the dam breach were developed as part of the CH2M-Hill analysis. These data will be reviewed to determine the steady-state peak Moyie River flow for each flood condition to be used in the HEC-RAS model. Moyie River flooding in the Twin Rivers area is also impacted by backwater effects due to the concurrent flows in the Kootenai River. Using Tetra Tech's previous calibration work, the downstream

boundary conditions consistent with the provided Kootenai River flows will be determined and incorporated into the model.

Inundation Mapping

The model will calculate the peak water surface elevation for the two flood conditions (sunny day and IDF) and the results translated into GeoRAS to map the inundation extents based on the LiDAR topography available for the Twin Rivers area. A map will be generated for each flow level showing an aerial photograph in the background, topographic contours, and the predicted flood extents.

Technical Memorandum

A brief technical memorandum will be provided summarizing methods, assumptions, and the results of the floodplain modeling including cross section inundation data. A draft memo will be prepared for City review. After comments are provided, a final memo and maps will be prepared.



TETRA TECH

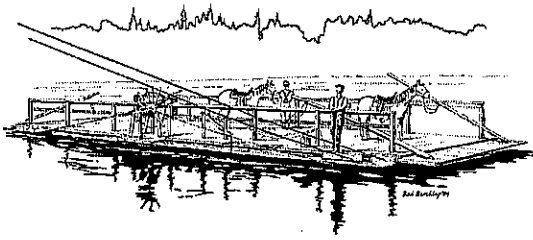
Engineering & Consulting Services
 1420 Fifth Avenue, Suite 550
 Seattle WA 98101
 (206) 728-9655

*Estimate of Professional Services
 Detailed Breakdown*

CLIENT: City of Bonners Ferry
 PROJECT: Twin River Canyon Resort
 Flood Inundation Study

Task Description	Principal Engineer	Senior Engineer	Engineer	Project Assistant	Total Hours	Total Labor	Printing / Reports	Total Expenses
TETRA TECH								
1. Hydraulic Modeling								
Determine dam breach outflow hydrographs (peak flow)	1	4	4	1	10	\$1,185		
Calculate downstream boundary conditions		4	4		8	\$940		
Extend Te-USGS HEC-RAS model (if required)	1	6	8		15	\$1,760		
Run hydraulic model for Sunny Day failure flow		4	8		12	\$1,280		
Run hydraulic model for Inflow Design Flood (IDF) flow		4	8		12	\$1,280		
Validate results	2	2	4		8	\$1,000		
2. Inundation Mapping								
Build GeoRAS background		4	16		20	\$1,960		
Incorporate HEC-RAS results into GeoRAS		4	12		16	\$1,620		
Prepare draft inundation maps		4	12	1	17	\$1,685	\$100	\$100
Prepare final inundation maps	1	2	6	1	10	\$1,055	\$100	\$100
3. Technical Memorandum								
Draft memo	2	8	8	2	20	\$2,370	\$100	\$100
Review and incorporate comments		2	2	2	6	\$600		
Final memo	1	6	4	2	13	\$1,550	\$100	\$100
TOTAL HOURS	8	54	96	9	167	\$18,285	\$400	\$400
HOURLY RATE	\$180.00	\$150.00	\$85.00	\$65.00				
SUBTOTALS	\$1,440	\$8,100	\$8,160	\$585				
TOTAL LABOR ESTIMATE						\$18,285		
TOTAL EXPENSES ESTIMATE							\$400	

TOTAL ESTIMATED FEE \$18,685



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Northwest Hydrotech Contract.

This memo is to recommend that the City enter into the Subject Contract for the maintenance of our main-line pressure reducing valves.

SJB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and NORTHWEST HYDROTECH, P.O. BOX, 1404 RATHDRUM, ID 83858 OFFICE PHONE/ 208-691-7430 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:

Water Pressure Control Valves Maintenance

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

Specifications and scope of work as shown in attached proposal.

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 from 1 January 2013 and continue until 31 December 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

See attached bid proposal.

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).

NORTHWEST HYDROTECH
P.O. BOX 1404 RATHDRUM, ID 83858 OFFICE PHONE/ 208-691-7430

City of Bonners Ferry
Attn: John Griffin
7232 Main Street
Bonners Ferry, ID 83805

Re Cla-Valve Maintenance

Dear Mr. Griffin,

Per your request, I have reviewed the information provided on the control valves in your system. I am pleased to present the following proposal for the maintenance on the control valves in your system.

Per manufactures recommendation the main valve and its pilot should be rebuilt every five years. This rebuild includes the replacement of all the rubber parts in the main valve and pilot, the inspection and replacement of any worn or damaged metal parts; any metal parts that are required will be billed in addition to the quoted price and only done with the district's approval. Also included in the rebuild is the cleaning of the main valve and its related parts and the recalibration of the valve. The yearly inspection includes the inspection of the disc retainers of the CRD pilot controls, exercising of the main valves, checking and cleaning of the strainers, and the recalibration of the valves.

Northwest Hydro-Tech will rebuild 4ea of the city's valves per year and perform a yearly inspection of all the valves for the years 2013,2014,2015,2016, and 2017. Participating in this maintenance program will insure the proper performance and extend the life expectancy of each valve.

The total cost to perform the yearly maintenance and the rebuild is **\$2,200.00 dollars** per year starting this year 2013 and ending in the year 2017.

The city shall supply all equipment, additional personal, and complete any documentation required to meet OSHA regulations for confined space entry. The city shall also supply any traffic revisions that may be necessary for working in the public right-a-ways.

If you have any questions please don't hesitate to call our office. Thank you for your time and I look forward to hearing from you in the near future.

Martin R. Walker

CITY OF Bonners Ferry VALVE LIST

Cody and Lincoln

1 – 3" 90G-01abcs

1 – 8" 90g-01abcs

Cody & Buchanan

1 – 3" 90g-01abcs

1 – 8" 90G-01abcs

Madison & Cody

1 – 3" 90G-01AS

1 – 8" 90g-01abcs

North side Pump Station

1 – 4" 60g-11

1 – 3" 50g-01

Pine & Kanisku

1 – 4" 90G-01AB

1 – 2" 90G-01AS

Oak & Georgia

1 – 3" 90G-01ABCS

1 – 10" 90g-01ABCS

South Hill (Philbrook prop)

1 – 4" Ocv Pressure reducing Valve

Going to install 2" 90g-01as reconditioned valve in the future.

River Intake

1 – 3" 50G-0

South HILL pump

No Valves

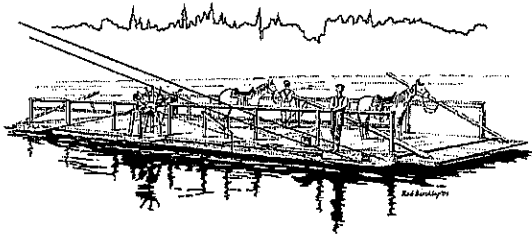
Treatment Plant WA Street Pump Station

1 – 6" 93EG-01ab

1 – 6" 92G-01 ab

Clarifier room

1 – 4" 50G-01



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: FERC Part 12 Contract Extension.

This memo is to recommend that the Council approve the attached extension to the Contract with Robin Charlwood & Associates. This extension is due to the completion date of the inundation study that was not anticipated when the original contract was signed.

STB

ADDENDUM TO EXTEND PROFESSIONAL SERVICES AGREEMENT
EFFECTIVE DATE

This contract modification is entered into between CITY OF BONNERS FERRY (Governmental Entity), a political subdivision of the state of Idaho, herein "ENTITY" and Robin Charwood & Associates, PLLC., herein "CONTRACTOR."

The parties agree to amend the following provision of the agreement entered into on May 21st, 2012, for the purposes of performing work associated with the FERC Independent Consultant Part 12 Inspection, per CONTRACTOR'S proposal dated March 27, 2012, as follows:

10. EFFECTIVE DATE: To extend the contract effective date from May 1, 2013, to May 1, 2014, unless terminated by either party with thirty (30) days written notice, for the exclusive purpose of completing the work described and detailed in the existing contract between the parties.

The parties further agree to continue to comply and perform with all other duties and obligations in accordance with the existing agreement of May 21st, 2012.

DATED this ____ day of _____, 2013.

ENTITY:

CONTRACTOR:

CITY OF BONNERS FERRY

ROBIN CHARLWOOD & ASSOCIATES, PLLC

BY: _____
Dave Anderson, Mayor

BY: _____

ATTEST:

WITNESS:

Kris Larson, Clerk

POLICY IV.B BILLING AND COLLECTIONS

A. NEW ACCOUNTS

1. NEW CUSTOMERS: Must request service by written application for utility service and pay required fees and deposits as identified in Appendix A.
2. NEW SERVICES: If a service connection does not exist, the customer must request a facilities extension and also pay amounts as defined in the City's Facility Extension Policy IV.C.

B. SECURITY DEPOSITS

1. REQUIREMENTS: Required for all new residential electrical accounts unless a letter of payment history is provided. Required for all new commercial and industrial accounts.
2. AMOUNT: See Appendix A.
3. LETTER OF PAYMENT HISTORY: The security deposit will be waived on residential accounts if the customer has the previous 12 months consistent on-time full payment history with the City or can document the previous 12 months consistent on-time full payment history with another utility by correspondence on utility letterhead. This letter must show historic payment obligation for like sized account.
4. DUE DATE: The deposit will be collected at the time of application
5. DEPOSIT REFUNDS: The City will credit the deposits to the customer's account only when requested after 12 months of consistent on-time full payment history or when the account is closed.
6. INTEREST: Will not be paid on security deposits.

C. BILLING POLICY

1. DUE DATE: Payment shall be due and payable by the date printed on the bill.
2. RATES: Billing rates are defined in Appendix B for Electrical, Appendix C for Water, Appendix D for Sewer and Appendix E for Garbage.
3. If an error is found in billing or a mechanical meter malfunction is found, the billing will be corrected retroactively for up to a three year period.

D. COLLECTION PROCESS

1. Bill mailed and due 14 days from billing date
2. On the 15th day a letter is mailed if there is a past due (30 day) balance over \$100 letting the customer know it must be paid within five days or a satisfactory arrangement for payment is made.
3. A collection order to disconnect service is then generated if the balance is not paid or satisfactory arrangement for payment made and a door hanger fee will be charged (as identified in Appendix A).

E. CONNECT AND DISCONNECT POLICY

1. CHARGES: Connect and disconnect charges will be made for all connects and disconnects at the rates shown in Appendix A.

POLICY IV.B
BILLING AND COLLECTIONS

2. **DISCONNECT REASONS:** The City will with notice and reasonable time for compliance, disconnect services for the following reasons:
 - a. Violation of and/or noncompliance with any applicable Federal, State or other local laws, regulations and codes.
 - b. Discovery of meter tampering.
 - c. Any reason stated in E.3.
 - d. Other appropriate circumstances.
3. **IMMEDIATE DISCONNECT REASONS:** The City may immediately and without notice disconnect services for the following reasons:
 - a. Nonpayment of City utility bills.
 - b. Diversion or unauthorized use of City utility services.
 - c. Discovery of a condition determined by the City to be hazardous.
 - d. Other appropriate circumstances.
4. **DELINQUENT ACCOUNTS:**
 - a. A "Door Hanger Charge" will be required each time City personnel are required to make a personal visit to the premises for the purposes of collections on a delinquent account. The customer will be charged as identified in Appendix A.
 - b. Delinquent accounts shall be disconnected after receipt of disconnect notice unless suitable payment arrangements have been made with the City.
 - c. Accounts shall not be reconnected until the connect charges, disconnect charges, arrears, amount owed up through the reading taken on the day of disconnection, and any new required deposits have been paid in full or a suitable payment arrangement with the City has been made.
5. **FINANCE CHARGES:** Finance charges of 12% per annum will be added to balances over 45 days old at the City's discretion.
6. **RECONNECT REQUIREMENTS:** After a service has been disconnected by customer request or for non-payment, the City, may at its discretion, require any service to be brought up to current State and National Code requirements and City standards before reconnection.
7. **DISCONNECT FOR MAINTENANCE AND CONVENIENCE:** By request of the customer and when it is convenient to the City; the City will provide routine off-on service to its customers during normal working hours at no cost to the customer. If such service becomes excessive, generally more than two hours of labor per year or outside of normal working hours, the City may charge for such service. The charge will be the actual labor cost expended for such service.

F. CLOSED ACCOUNTS

1. **PROCESS:**
 - a. Customer must complete a request to discontinue utility services form.

**POLICY IV.B
BILLING AND COLLECTIONS**

- b. The customer receives a closing bill that is due 14 days later. Customer continues to be billed until account is paid or turned over to collection agency.

G. COLLECTION POLICY FOR CLOSED ACCOUNTS

1. PROCESS:

- a. Closing bill mailed (due 14 days from billing date)
- b. Final collection notice mailed 30 days before sending to Credit Bureau
- c. City of Bonners Ferry has lien authority per Ordinance 369

H. RETIRED ACCOUNTS

1. AN ACCOUNT WILL BE RETIRED UNDER THE FOLLOWING CIRCUMSTANCES

- a. Written request by the property owner.
- b. If there has not been usage or payment for more than one year.
- c. If the service location is foreclosed on or bankruptcy is declared and there is an unpaid balance.

2. REQUEST FOR SERVICE AT A LOCATION FROM WHICH A SERVICE HAD BEEN RETIRED

- a. The new service will be installed per the Extension Policy 4C

I. PROJECT SHARE

- 1. Funds remain in Boundary County to assist local customers.
- 2. Boundary County Community Action Agency
PO Box 627
Bonners Ferry, ID 83805
(208)267-3663
- 3. Any refund of \$2.50 or less will be donated to Project Share.

J. PAYMENT ARRANGEMENTS PROVISION

- 1. **PAYMENT ARRANGEMENTS:** Are made when extension of credit for a fixed time or arrangement for installation payment of the bill will not restrict the City from its ability for final collection of the bill.
- 2. **APPROVAL:** All payment arrangements must be approved by the City Clerk or the City Administrator.

K. NON-SUFFICIENT FUND (NSF) CHECK POLICY

1. NSF ACTION:

- a. When the City receives a bad check the receipt is cancelled from accounts receivable. If the check is for a deposit or connection fee it should be given to the City Clerk immediately.
- b. The customer will be charged a bad check fee each time a check is returned.

POLICY IV.B
BILLING AND COLLECTIONS

- c. NOTIFICATION: The Clerk will attempt to contact the party to inform them of the bad check to make arrangements for alternate payment method or to redeposit the check.
- d. The City Clerk will advise the Police Department of the bad check when appropriate.

L. COMFORT LEVEL BILLING

- 1. EXPLANATION: Is a monthly billing plan that levelizes the customer's charges throughout the year. Monthly charges are based on a rolling average of the previous 12 months usage.
- 2. CUSTOMER REQUIREMENTS: Customer must have 12 months of complete timely payment history with the City before they can receive the comfort level billing plan.

M. LANDLORD/RENTAL DWELLING POLICY

- 1. PURPOSE: It is the City's goal with regard to rental dwelling units to avoid connects and disconnects to the greatest extent possible.
- 2. LANDLORD OPTIONS: During the interim periods when a unit is not rented, electrical service can be continued at the landlord's expense at their written request if all accounts for that service are current. Water, sewer, and garbage are charged at all times.
- 3. RENTORS LIABILITY: The services will not be placed in the landlords name if the establishment is still occupied by a tenant who is delinquent in their utility bills.

N. METER READING

- 1. Meters are read monthly or when a final read is necessary.

O. ESTIMATED BILLING

- 1. When the City is unable to gain reasonable access to a meter, the City will estimate the reading for a billing period based on the historical usage of that service.
- 2. When a meter fails in service the Department Superintendent will estimate the reading for that billing period based on the historical usage of that service.

P. WATER LEAKS

- 1. When a major water leak is discovered on the customer's lines the City will provide bill relief under the following conditions.
 - a. Only for the billing cycle in which the leak is detected.
 - b. The leak must be external to any structures.
 - c. Not greater than ½ of the amount in excess of the normal water usage, as estimated by the City
 - d. The consumer must notify City Hall within thirty days of the billing date.
 - e. The consumer must provide a detailed explanation, in writing, of the conditions.
 - f. If the leak is caused by negligence, the City will not absorb any of the loss.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix A

Schedule of Security Deposits, Connect Charges, and Disconnect Charges

A. ELECTRIC

1. Security Deposit Rates:

Residential \$200.00

Commercial/Industrial

Existing Service

Two month average of previous customer, \$200 minimum.

New Service

Two month average estimated by City, \$200 minimum.

2. Connect and Disconnect Rates

Door hanger charge \$25.00

Connect and Disconnect

During Working Hours \$30.00

Outside of Working Hours \$90.00

B. GARBAGE

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

None.

C. WATER

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

Connect and Disconnect

During Working Hours \$30.00

Outside Working Hours \$90.00

D. SEWER

1. Security Deposit Rates:

None.

2. Connect and Disconnect Rates

None.

**POLICY IV.B
BILLING AND COLLECTIONS**

Appendix B

Schedule of Electric Rates

Effective 10/1/09

Large Industrial Rate 12/1/09

	Revenue Class	Rate Schedule	Monthly Base Rate	KWH Charge	KVA Demand Charge
Residential	01	ER1PB	\$ 10.47	\$ 0.0600	\$ -
Residential	01	ER1PX	\$ 14.91	\$ 0.0600	\$ -
Interdepartmental	07	ES1PB	\$ 10.47	\$ 0.0575	
Interdepartmental	07	ES1PX	\$ 14.91	\$ 0.0575	
Interdepartmental	07	ES3PB	\$ 32.83	\$ 0.0575	
Interdepartmental	07	ES3PX	\$ 41.80	\$ 0.0575	
Interdept. w/Demand	07	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Interdept. w/Demand	07	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Pumping & Drainage	09	ES3PX	\$ 41.80	\$ 0.0575	
Pumping & Drainage	09	EC1PB	\$ 10.47	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC1PX	\$ 14.91	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PB	\$ 32.83	\$ 0.0485	\$ 6.00
Pumping & Drainage	09	EC3PX	\$ 41.80	\$ 0.0485	\$ 6.00
Self Consumed	11	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Self Consumed	11	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Self Consumed	11	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Self Consumed	11	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Self Cons. w/ Demand	11	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Self Cons. w/ Demand	11	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Small Commercial	20	ES1PB	\$ 10.47	\$ 0.0575	\$ -
Small Commercial	20	ES1PX	\$ 14.91	\$ 0.0575	\$ -
Small Commercial	20	ES3PB	\$ 32.83	\$ 0.0575	\$ -
Small Commercial	20	ES3PX	\$ 41.80	\$ 0.0575	\$ -
Large Commercial	21	EC1PB	\$ 10.47	\$ 0.0420	\$ 6.00
Large Commercial	21	EC1PX	\$ 14.91	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PB	\$ 32.83	\$ 0.0420	\$ 6.00
Large Commercial	21	EC3PX	\$ 41.80	\$ 0.0420	\$ 6.00
Secondary Industrial	31	EC3PB	\$ 32.83	\$ 0.0440	\$ 5.15
Secondary Industrial	31	EC3PX	\$ 41.80	\$ 0.0440	\$ 5.15
Primary Industrial	31	EP3PB	\$ 32.83	\$ 0.0440	\$ 4.73
Primary Industrial	31	EP3PX	\$ 41.80	\$ 0.0440	\$ 4.73

**POLICY IV.B
BILLING AND COLLECTIONS**

Large Industrial	41	EL3PX	\$ 12,000.00	\$ 0.0260	\$ 4.37
Street Light	51	ESTREET	\$ 4.10		
Security Light	51	ESECURE	\$ 7.48		
Remote Read Device		EREMOTE	\$ 10.00		
No Meter Access		BELN	\$ 15.00		
Fiber Optics	21	FIBER	\$ 44.20		

B = inside customers
X = outside customers

A. DEFINITIONS

1. Inside and Outside rates are determined by City Boundaries
2. Electricity usage is measured in Kilowatt Hours (KW) and Kilovolt Amps (KVA).
3. Base Charge is the account service fee independent of usage.
4. No Meter Access is any meter point that is not accessible to the City Crews or Meter Reader due to locked or lockable physical barriers.

**POLICY IV.B
BILLING AND COLLECTIONS**

Appendix C

Schedule of Water Rates

Water rates effective 10-05-10

TYPE	CODE	BASE CHARGE	USE IN CUBIC FEET	RATE	PER
RESIDENTIAL (Minimum) Metered	WOFF01	\$ 34.02	OFF @ CURB	N/A	
RESIDENTIAL <1" to 1"	WR101	\$ 40.14	1000	0.01613	Cubic Foot
RESIDENTIAL 1.5"	WR1.501	\$ 73.09	1000	0.01613	Cubic Foot
FIRE LINES	WFL		FIRE ONLY	\$ 9.49	Inch
CHECK METERS	WCH	\$ 40.14			
COMMERCIAL < 1"	WC1	\$ 40.14	0-1000	0.01613	Cubic Foot
COMMERCIAL 1"	WC1	\$ 40.14	0-1000	0.01613	Cubic Foot
COMMERCIAL 1.5	WC1.5	\$ 97.37	0-200	0.01613	Cubic Foot
COMMERCIAL 2"	WC2	\$ 125.96	0-200	0.01613	Cubic Foot
COMMERCIAL 3"	WC3	\$ 162.86	0-200	0.01613	Cubic Foot
COMMERCIAL 4"	WC4	\$ 320.54	0-200	0.01613	Cubic Foot
INDUSTRIAL < 1"	WI1	\$ 40.14	0-1000	0.01613	Cubic Foot
INDUSTRIAL 1.5"	WI1.5	\$ 97.37	0-200	0.01613	Cubic Foot
INDUSTRIAL 2"	WI2	\$ 125.96	0-200	0.01613	Cubic Foot
INDUSTRIAL 3"	WI3	\$ 162.86	0-200	0.01613	Cubic Foot
WHOLESALE 4" Meter	WW4	\$ 1,666.75		0.01613	Cubic Foot
WHOLESALE 6" Meter	WW6	\$ 3,333.50		0.01613	Cubic Foot
UNUSED SERVICE	WOFF	\$ 34.02		N/A	
NON-METERED <1"	WN1	\$ 64.77	UNLIMITED	N/A	
NON-METERED 1"	WN 1	\$ 64.77	UNLIMITED	N/A	
NON-METERED 1.5"	WN 1.5	\$ 64.77	UNLIMITED	N/A	
NON-METERED 2"	WN 2	\$ 94.86	UNLIMITED	N/A	
NON-METERED 3"	WN 3	\$ 177.86	UNLIMITED	N/A	
NON-METERED 4"	WN 4	\$ 257.03	UNLIMITED	N/A	
NON-METERED 6"	WN 6	\$ 711.46	UNLIMITED	N/A	

**POLICY IV.B
BILLING AND COLLECTIONS**

A. DEFINITIONS

1. Inside and Outside rates are determined by City Boundaries
2. Water usage is measured in Cubic Feet. One cubic foot approximately 7.48 gallons.
3. Base Charge is the account service fee independent of usage.

B. APARTMENT BUILDINGS AND MULTIPLEXES

1. When there is one meter for multiple residential units the commercial rates are applicable.
2. When each residential unit is metered residential rates apply.
3. Charges are applicable whether the unit is occupied or unoccupied.

C. COMMERCIAL BUSINESSES WITH RESIDENTIAL DWELLING UNITS

1. Charged on the normal commercial meter rate.
2. Charges are applicable whether the unit is occupied or unoccupied.

D. BULK SALES

1. At metered hydrant – Connect and Disconnect Charge plus water rate per Cubic Foot.
2. At coin-op - \$.25 per 100 gallons.
3. Unmetered - \$50minimum plus \$.25 per 100 gallons and \$75 account deposit.

**POLICY IV.B
BILLING AND COLLECTIONS**

Appendix D

Schedule of Sewer Rates

Sewer rates effective 10-5-10

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	SR01	\$ 21.00	UNLIMITED		
Interdepartmental	SC07	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Wholesale		BASED ON ANNUAL CONTRACT			
Wholesale		BASED ON ANNUAL CONTRACT			
Small Commercial	SC20	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Commercial	SC21	\$ 21.00	UNLIMITED	\$ 21.00	EDU
Industrial	SI31	\$ 21.00	UNLIMITED	\$ 21.00	EDU

A. EDU DEFINITION

1. An EDU is an equivalent dwelling unit.
2. For single family residences there is one EDU per residence.
3. For apartments and multiplexes each unit is considered an EDU.
4. For commercial services each 6,000 gallons of water usage is considered one EDU.

B. MISCELLANEOUS

1. The minimum charge for any commercial service is one EDU.
2. Sewer charges are applicable whether the unit is occupied or unoccupied.

C. COMMERCIAL BUSINESSES WITH RESIDENTIAL DWELLING UNITS

1. Rate is one EDU per 6,000 gallons of water usage. Minimum charge is 1 EDU per dwelling unit plus 1 EDU per business.
2. Charges are applicable whether the unit is occupied or unoccupied.

D. BULK SEWER DUMPAGE

1. A connect charge plus \$.04 per gallon.

POLICY IV.B
BILLING AND COLLECTIONS

Appendix E

Schedule of Garbage Rates

Garbage Rates Effective 5-01-12

<u>TYPE</u>	<u>CODE</u>	<u>BASE CHARGE</u>	<u>USE</u>	<u>RATE</u>	<u>PER</u>
Residential	GARBAGE01	\$		11.50	
Commercial	N/A				

A. UNOCCUPIED RESIDENCES

1. Charges are applicable whether the unit is occupied or unoccupied.

B. APARTMENT BUILDINGS AND MULTIPLEXES

1. Can either contract directly with the garbage company or pay the residential rate for each unit.

C. COMMERCIAL BUSINESSES

Contract directly with the garbage

POLICY IV.B
BILLING AND COLLECTIONS

Appendix F

Rate Class Definitions

A. Customer Class Codes

1.

- 01 Residential
- 07 Self Consumed
- 09 Pumping & Drainage
- 11 Self Consumed
- 20 Small Commercial
- 21 Commercial
- 31 Industrial
- 51 Street Lighting

B. Residential

- 1. Service provided to a single family premise or accessory structure used for dwelling.
- 2. Service provided for other non-commercial uses

C. Commercial

- 1. Service provided to a premise or facility used for commercial services.
- 2. Service for mixed commercial and residential uses.
- 3. Small / Large Commercial for electric billing
 - a) Small Commercial will be for services 200Amps or less
 - b) Large Commercial will be for services of greater than 200Amps

D. Industrial Services

- 1. Uses of an industrial nature.
 - a) For Electric Services this is an installed capacity of over 1,000 kva (1 mva).
- 2. Primary Metered Services.
 - a) When a customer has the meter installed at primary voltage.
 - b) For primary metered services the customer owns all facilities past the disconnecting point. The meter may be installed upstream or downstream of the disconnect.
- 3. Large Industrial for electric billing
 - a) Large industrial customers shall be primary metered services of greater than 2.5mva of installed capacity.

Interdepartmental

- 4. Services for the City of Bonners Ferry.
- 5. They will be billed at the appropriate commercial rate.

POLICY IV.B
BILLING AND COLLECTIONS

E. Pumping and Drainage

1. Agricultural pumping services.

F. Street Lights

1. Lights owned by a public entity, in the public rights-of-ways, and used for public safety.

G. Security Lights

1. Area lighting for private or public entities not in the public rights-of-ways.

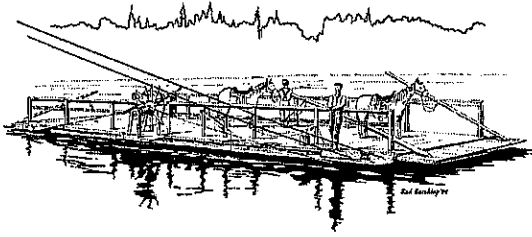
H. Miscellaneous Charges

1. Remote Read Device.

- a) Charge when the meter is not accessible and a remote read device is installed. In addition the property owner must pay for the cost of installing the device.

2. No Meter Access.

- a) Charge when the meter is not accessible during normal meter reading hours. This can be due to, but not limited to, fences, meter location, and dangerous animals.



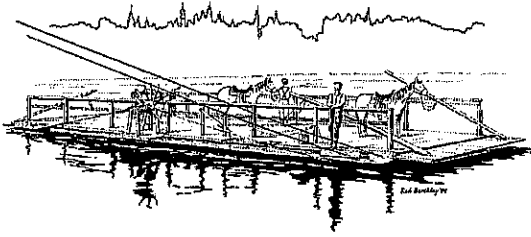
MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water Department Pick-up.

This memo is to recommend authorization to purchase a new pick-up for the water department. It is our recommendation that the City purchase ½ ton crew cap that can also be used for travel to classes and training. We are recommending purchasing this at the state bid which is just under \$24,000. This will replace the 1991 Dodge that we currently have in the fleet.

STB



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: 2013 Concrete Work.

This memo is to recommend that the City hire Bruce Dally for the summer of 2013 to do concrete work. We would recommend that we continue to pay Bruce 17.26 per hour. This work consists of the following:

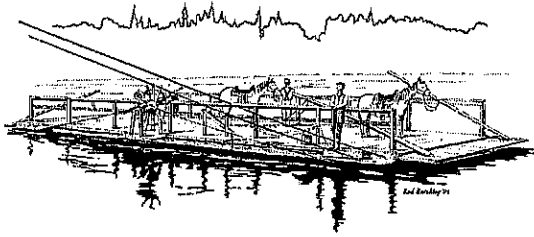
Finish the repair work on the dam. We completed about 2/3rds of the work last summer.

Repair work on the sed basin/backwash holding tank at the water filter plant

New pad in front of the golf course maintenance shop.

New pads in front of the electric shops.

SJB



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 February 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Mechanics Assistant

This memo is to request authorization to advertise and hire a mechanics helper for this summer. We would like to have Keith spend additional time at the power plant this year. To offset his workload we are recommending that the City hire a seasonal employee to do basic mechanic work. The recommended rate of pay would be \$8.00 per hour.

We would like to have this person start working one day per week for the spring to go through the Golf Course Equipment and then be 40 hours per week for the summer.

STB



United States Department of the Interior
Bureau of Indian Affairs
Northwest Regional Office
911 NE 11th Avenue
Portland, Oregon 97232-4169



FEB 21 2013

CERTIFIED MAIL RETURN RECEIPT REQUESTED

City Council
City of Bonners Ferry
Post Office Box 149
Bonners Ferry, Idaho 83805

Dear Members of the Council:

This letter is to inform you that the Northwest Regional Director of Bureau of Indian Affairs, U.S. Department of the Interior, by the enclosed letter to the Chairperson of the Kootenai Tribe of Idaho has decided to acquire in trust for the Tribe a 1.022-acre tract located in the City of Bonners Ferry, Boundary County, Idaho.

This decision may be appealed to the Interior Board of Indian Affairs, 801 Quincy Street, Suite 300, Arlington, Virginia 22203, in accordance with the regulations at 43 C.F.R. §§ 4.310-4.340. Your notice of appeal to the Board must be signed by you and your attorney and must be mailed within 30 days of the date you receive this decision. It should clearly identify the decision being appealed. If possible, attach a copy of this decision. You must send copies of your notice to appeal to: (1) the Assistant Secretary – Indian Affairs, 4140 MIB, U.S. Department of the Interior, 18th and C Street, N. W., Washington D.C. 20240, (2) each interested party known to you and (3) this office. Your notice of appeal sent to the Board of Indian Appeals must certify that you have sent copies to these parties. If you file a notice of appeal, the Board of Indian Appeals will notify you of further appeal procedures.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

Sincerely,

Realty Officer
Northwest Region

Enclosure



United States Department of the Interior
Bureau of Indian Affairs
Northwest Regional Office
911 NE 11th Avenue
Portland, Oregon 97232-4169



FEB 20 2013

The Honorable Jennifer Porter
Chairperson
Kootenai Tribe of Idaho
Post Office Box 1269
Bonners Ferry, Idaho 83805-1269

Dear Chairperson Porter:

This letter is with regard to the application of the Kootenai Tribe for acquisition in trust of an approximately 1.022-acre tract located adjacent to the Kootenai Tribe's Reservation. The tract is located in the City of Bonners Ferry, Boundary County, Idaho. The Tribe uses the tract for a parking lot and does not propose a change in use of the tract.

The following are my findings of fact and conclusions of law in support of my decision to acquire the subject land in trust for the Kootenai Tribe of Idaho.

1. Application Information:

By Resolution Number 10-18 dated January 20, 2010 (**Exhibit #1 – Tribal Resolution**), the Tribe has requested that the United States of America acquire the 1.022-acre tract comprised of seven contiguous parcels in trust for the Tribe. The subject properties in combination are located adjacent to the Kootenai Reservation Tract, which is the site of the Tribe's casino, and to Kootenai Tribal Trust Tract No. 188-T1032.

The application describes the subject properties as follows:

Lots 7 through 10, Block 11, Eaton Addition, less the Northwesterly 1 foot of Lots 7 through 10, Block 11, Eaton Addition to the City of Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder.

Lots 11 and 12, Block 11, Eaton Addition to the City of Bonners Ferry, less the Northerly 1 foot of Lots 11 and 12, Block 11, Eaton Addition, according to the plat thereof on file with the Boundary County, Idaho, Recorder.

For a combined acreage of 0.484, more or less.

Lots 13 and 14, Eaton Addition to the City of Bonners Ferry, less the Northwesterly 1 foot of Lots 13 and 14, Block 11, Eaton Addition, according to the plat thereof on file with the Boundary County, Idaho,

Recorder, containing 0.194 Acre, more or less.

Parts of Lots 1, 2 and 3, Block 14, Eaton Addition to the City of Bonners Ferry, Idaho, more particularly described as follows: Commencing at the Southeasterly Corner of Lot 1; thence North a distance of 60 feet along the Eastern boundary line of Lots 1, 2 and 3; thence Westerly a distance of 30 feet; thence Southerly 60 feet in a line parallel with the Eastern boundary line of Lots 1, 2 and 3; thence Easterly 30 feet to the Point of Beginning, now a part of Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder, containing 0.041 acre, more or less.

Commencing at the Southwest corner of Lot 1, Block 14, Eaton Addition; thence North along the West line of Lot 1, Block 14 a distance of 62.50 feet to a point; thence East a distance of 70.00 feet to a point; thence South a distance of 62.50 feet to the South line of Lot 1, Block 14, Eaton Addition; thence West a distance of 70.00 feet to the Point of Beginning, according to the plat thereof on file with the Boundary County, Idaho, Recorder, containing 0.100 acre, more or less.

That part of Lots 3 and 4, Block 14, Eaton Addition to the City of Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder, particularly described as follows: Commencing at the Northwest corner of said Lot 4; thence South along the West line of Lots 3 and 4, 37.50 feet, Easterly and parallel to the East line of Lot 3, 2.50 feet; thence East and parallel to the North line of Lot 4, 30.00 feet to the East line of Lot 3; thence North along the East line of Lots 3 and 4, 40.00 feet to the Northeast corner of Lot 4; thence West along the North line of Lot 4, 100.00 feet to the place of beginning, containing 0.088 acre, more or less.

Lots 5 and 6, Block 14, Eaton Addition to the City of Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder, containing 0.115 acre, more or less.

The foregoing parcels containing a combined acreage of 1.022 acres, more or less.

The Boise State Office of the Bureau of Land Management has reviewed and certified the Land Description (LDR) and the Chain of Surveys (COS) of the properties. The Chief Cadastral Surveyor for Idaho executed the certificates on December 15, 2011. (**Exhibit #2 – BLM Certificates**).

I find that the Tribe has fulfilled the requirements of 25 CFR § 151.9 in filing a request for approval of such acquisition with the Secretary because the Tribe has set out the identity of the parties, a description of the land and other information showing that the acquisition comes within the terms of Part 151 of Title 25 of the Code of Federal Regulations. The Tribe has established ownership of the property within the meaning of 25 CFR § 151.3(a)(2) by providing title

commitments indicating ownership of the subject properties in the Tribe (**Exhibit #3 - Title Commitments prepared by Stewart Title Guaranty Company**).

The Office of the Regional Solicitor has provided a Preliminary Opinion of Title, dated February 5, 2013, finding title to be vested in the Kootenai Tribe of Idaho.

2. Factors of Title 25 CFR § 151.10:

Statutory Authority (25 CFR § 151.10(a)):

In February 2009, the Supreme Court Issued its decision in *Carcieri v. Salazar*, 555 U.S. 379 (2009), concerning the Secretary's authority to acquire land in trust for the Narragasset Tribe of Indians in Rhode Island under Section 5 of the Indian Reorganization Act, 48 Stat. 984, codified at 25 U.S.C. §§ 461 *et seq.* (IRA). The *Carcieri* decision requires that, in order for the Secretary to exercise his authority under the IRA to take land into trust for an Indian tribe, the Secretary first must establish that the tribe was "under federal jurisdiction" at the time of the passage of the IRA.

By Memorandum, dated September 20, 2012, to the Northwest Regional Director from the Northwest Regional Solicitor through the Deputy Solicitor, Indian Affairs, it has been determined that the Kootenai Tribe of Idaho was under Federal jurisdiction in 1934. The Solicitor based her determination on review of materials submitted by the Tribe, the Northern Idaho Agency and the Northwest Regional Office of the Bureau of Indian Affairs. She found that in the nineteenth century, Departmental agents worked to secure allotments for the Kootenai in their ancestral lands. Prior to passage of the IRA, Congress enacted legislation to acquire lands for the Kootenai, appropriate money to build homes and sewer and water systems, and authorize agreements with local water districts to provide irrigation to allotted lands. In 1930, the Department of Justice instituted a quiet title action on behalf of allottees to protect their title and interest in Mission Lake, which culminated in a judicial decree that title was quieted in the United States as trustee for the Kootenai allottees. After passage of the IRA, the Department approved the Tribe's Constitution and Congress transferred into trust lands previously acquired by the United States for the benefit of the Tribe.

The existence of statutory authority for the acquisition and any limitation contained in such authority:

The Kootenai Tribe of Idaho is a federally-recognized Tribe with a Constitution and By-Laws approved by the Commissioner of Indian Affairs on June 16, 1947.

25 U.S.C. § 465, authorizes the Secretary of the Interior as follows:

The Secretary of the Interior is hereby authorized, in his discretion, to acquire through purchase, relinquishment, gift, exchange, or assignment, any interest in lands, water rights, or surface rights to lands, within or without existing reservations, including trust or otherwise restricted allotments, whether the allottee be living or deceased, for the purpose of providing land for Indians.

25 CFR Part 151 provides the regulatory framework for review of applications for such acquisitions. 25 CFR § 151.3 provides in relevant part:

Subject to the provisions contained in the acts of Congress which authorize land acquisitions, land may be acquired for tribes in trust status:

- (1) When the property is located within the exterior boundaries of the tribe's reservation or adjacent thereto, or within a tribal land consolidation area; or
- (2) When the tribe already owns an interest in the land; or
- (3) When the Secretary determines that the acquisition of the land is necessary to facilitate tribal self-determination, economic development, or Indian housing.

I find that the requested acquisition qualifies under the foregoing criteria because the Tribe already owns the subject property within the meaning of 25 CFR § 151.3(a)(2) as evidenced by the title commitment which indicates ownership of the subject property in the Tribe. The Office of the Regional Solicitor has also reviewed the title commitment and provided Preliminary Opinion of Title dated February 5, 2013 (**Exhibit #4 - Preliminary Opinion of Title**), finding title to the subject properties vested in the Tribe.

Need (25 CFR § 151.10(b)):

The Kootenai Tribe of Idaho is made up of Lower Kutenais who did not join others of the tribe living in Canada nor unite with Upper Kutenais who had located on the Flathead Reservation in Montana. In 1985 tribal membership stood at 60 and in 1989 they numbered 108. In 2007 the enrolled membership was 164.

After the Kootenai Tribe of Idaho lost its aboriginal land base, it has faced a constant battle to establish a tribal land base. The extent of the aboriginal lands of the Kootenai Tribe of Idaho is contained in the findings and record of the Indian Claims Commission in *The Kootenai Tribe or band of Indians of the State of Idaho v. United States*, 5 Indian Claims Commission 456 (1957). In 1854, Congress authorized treaty negotiations with the Indian Tribes in Washington Territory, which included the area occupied the Upper and Lower Kootenai Tribes. Isaac Stevens conducted treaty negotiations with the Flathead, Kootenai and Upper Pend d'Oreilles Indians in July of 1855 at Hell Gate, Montana. Those negotiations resulted in the Treaty with the Flatheads. The Hell Gate Treaty ceded, relinquished and conveyed to the United States the Tribes' right, title and interest to approximately 21,000 square miles of lands west of the Rocky Mountains, encompassing most of Western Montana. The lands relinquished by the Flathead, Kootenai and Upper Pend d'Oreilles included the lands of the Kootenai Tribe of Idaho even though they were not a party to or represented at the negotiations of the Hell Gate Treaty. Article II of the Treaty set aside lands for a reservation for the Confederated Bands and Tribes that were parties to the Treaty and established the Flathead Reservation in northwest Montana.

Most of the Kootenai of Idaho, however, remained on their traditional lands in and around Bonners Ferry, Idaho, and did not move to the Flathead Reservation despite the urging of federal officials. The construction of the Great Northern Railroad and mining companies brought many non-Indians into contact with the Kootenai of Idaho. These non-Indians began settling on and making claims to Kootenai lands. In 1889, an Indian Agent met with the Kootenai of Idaho in an attempt to entice them to move to the Flathead or some other reservation. After consultation among all the members, the Kootenai Tribal Council reported to the Indian Agent that it was the Tribe's unanimous desire to remain in their own country. Since the Tribe wished to remain in their territory and not move to a reservation, the Indian Agent explained that in order to protect their right to their lands against non-Indian encroachment, they should apply for allotments under provisions of Section 4 of the General Allotment Act. Shortly thereafter, approximately 58 allotments were issued to Kootenai Indians, although many were soon lost through tax sales or issued patents in fee.

In 1914, the United States purchased two and a half acres, a portion of one of the allotments, to establish a day school for the Kootenai Indian Community in Bonners Ferry. In 1930, Congress appropriated \$27,000.00 for the purchase of a village site for the Kootenai Indians near Bonners Ferry, and the construction of homes, tanning house, sewer and water systems and other supplies and equipment. The following year, the United States purchased ten acres of one of the allotments for a site for Kootenai Indian village. In 1974, Congress declared that the 12 ½ acres (the school and village sites) acquired for the Tribe and administered by the Secretary of the Interior for the benefit of the Kootenai Tribe of Idaho were declared to be held in trust.

The actions of the United States to provide a tribal land base are based upon the recognition by federal officials and the tribal government that the loss of that land base severely affected the social and economic condition of Kootenai tribal members at Bonners Ferry. Tribal members over three decades of the twentieth century apparently lacked the basic necessities of shelter, sanitary infrastructure and the means to make their allotments productive. The *2005 American Indian Population and Labor Force Report*, published by the Bureau of Indian Affairs, indicates a 10% unemployment rate for the Kootenai Tribe of Idaho with 4% of those employed at or below the poverty level. The Tribe has had lands taken into trust for Indian housing and for economic development to provide jobs for its members and income for tribal services. The acquisition of lands in trust for the Tribe is significant because tribal trust lands can never be alienated and thus form a permanent homeland that is assured for future generations of the Tribe.

I find that this criterion weighs in favor of the acquisition.

Purposes for Which the Land Will be Used (25 CFR § 151.10(c)):

As indicated in its application letter, the Tribe intends to maintain use of the property developed as a parking lot since the middle of the 1990's.

I consider that this criterion weighs in favor of the acquisition.

Impact on the State and its Political Subdivisions Resulting from the Removal of the Land from the Tax Rolls (25 CFR § 151.10(e)):

This office sent notices of the Tribe's application and requests for information to the Council of the City of Bonners Ferry, the Boundary County Commissioners and to the Governor of the State of Idaho on October 11, 2012 by certified mail - return receipt requested (**Exhibits #5, #6 and #7**).

The return receipt in the case file indicates that the Governor received the notice and request for information and comments on October 11, 2012. The Governor did not respond to the notice and request for information and comments.

The return receipt in the case file indicates that the Board of Boundary County Commissioners received the notice and request for information and comments on October 15, 2012. The County did not respond to the notice and request for information.

The return receipt in the case file indicates that the City of Bonners Ferry received the notice and request for information and comments on October 11, 2012. The City responded to the notice and request for information by letter dated November 201, 2012. (**Exhibit #8**) The City reported that the annual property taxes levied by the City on the property are \$660.14. The City indicated that there are no special assessments on the property. The City services provided to the property are police, fire and utility services for electric, water and sewer.

Weighing the amount of annual taxes to be lost by the County resulting from removal of the tract from the tax rolls on the one hand and the benefit to the Tribe, I consider that this criterion weighs in favor of the acquisition.

Jurisdictional Problems and Potential Conflicts of Land Use (25 CFR § 151.10(f)):

Jurisdictional Problems: Pursuant to Public Law 280, Idaho State has asserted civil and criminal jurisdiction over all off-reservation Indian country, including land held in trust for an Indian tribe, except with respect to alienation, encumbrances, taxation, and restrictions on land use in a manner inconsistent with federal law. Therefore, if the subject property is acquired in trust status, there should be few changes with respect to jurisdictional matters.

I consider that this criterion weighs in favor of the acquisition.

Whether the BIA is Equipped to Discharge the Additional Responsibilities Resulting from the Acquisition of the Land in Trust Status (25 C.F.R. Section 151.10(g)):

I find that the addition of this 1.022-acre tract under the jurisdiction of the United States of America in trust for the Kootenai Tribe of Idaho will not result in a significant increase in workload for the Northwest Regional Office of the Bureau of Indian Affairs. Likely developments in the future would be in the area of realty. The Tribe has compacted the trust programs of the BIA since 1996 and tribal staff prepares documents for realty transactions for approval by the Northwest Regional Director. The Northwest Regional Office has the staff and

is equipped to discharge additional responsibilities as required. The Northwest Regional Office is located in Portland, Oregon, and BIA staff can travel to the subject property in four hours.

I consider that this criterion weighs in favor of the acquisition.

Environmental Compliance (25 CFR §151.10(h)):

Phase I Environmental Site Assessment:

The Tribe will complete a Phase I Environmental Assessment of the tract prior to acceptance of the deed in trust for the Tribe. The Tribe will need to provide satisfactory information that allows the Secretary to comply with 602 DM 2, Land Acquisitions: Hazardous Substances Determinations.

National Environmental Policy Act Compliance:

There will be no change in land use as a result of a trust acquisition of the property. Therefore, a Categorical Exclusion for purposes of compliance with the National Environmental Policy has been executed, dated October 22, 2012. (**Exhibit 9 – Categorical Exclusion**)

I consider that this criterion weighs in favor of the acquisition.

Off-Reservation Acquisition (25 CFR § 151.3(a)(1)):

Location of the Property:

Pursuant to the February 13, 2002 e-mail Directive from the Director of the Bureau of Indian Affairs, land that is located adjacent to the Tribe's Reservation is treated as an on-reservation trust acquisition application pursuant to 25 CFR § 151.3(a)(1).

Requirements of the Indian Gaming Regulatory Act:

The subject property will not be used for gaming purposes.

Summary and Recommendations:

In accordance with 25 CFR §151.10 and Departmental and Regional directives, the following Exhibits are attached for your review:

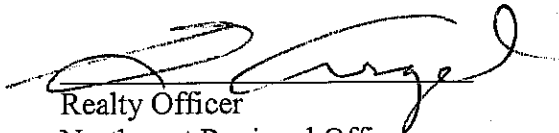
- Exhibit 1 – Tribal Resolution
- Exhibit 2 – BLM LDR and COS Certificates
- Exhibit 3 – Title Commitment
- Exhibit 4 – Preliminary Opinion of Title
- Exhibit 5 – Notice to Governor
- Exhibit 6 – Notice to County Commissioners
- Exhibit 7 – Notice to Council of City of Bonners Ferry

Exhibit 8 – Letter from City of Bonners Ferry
Exhibit 9 – Categorical Exclusion

By a copy of this decision the applicant and other interested parties are hereby notified of the decision. This decision may be appealed to the Interior Board of Indian Appeals, 801 North Quincy Street, Suite 300, Arlington, Virginia 22203, in accordance with the regulations at 43 CFR §§ 4.310-4.340. Your notice of appeal to the Board must be signed by you or your attorney and must be mailed within 30 days of the date you receive this decision. It should clearly identify the decision being appealed. If possible, attach a copy of the decision. You must send copies of your notice of appeal to (1) the Assistant Secretary - Indian Affairs, 4140 MIB, U.S. Department of the Interior, 18th & C Streets, N.W., Washington, D.C. 20240, (2) each interested party known to you, and (3) this office. Your notice of appeal sent to the Board of Indian Appeals must certify that you have sent copies to these parties. If you file a notice of appeal, the Board of Indian Appeals will notify you of further appeal procedures.

If no appeal is timely filed, this decision will become final for the Department of the Interior at the expiration of the appeal period. No extension of time may be granted for filing a notice of appeal.

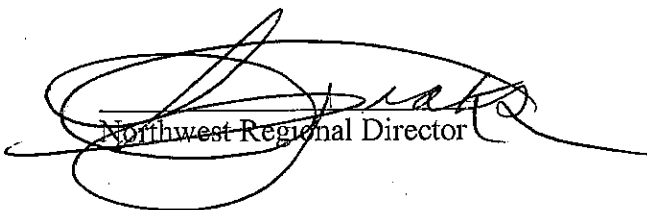
It is recommended that the subject property be taken in trust for the Kootenai Tribe of Idaho.


Realty Officer
Northwest Regional Office

FEB 20 2013
Date

Based upon my review, I hereby approve the Kootenai Tribe of Idaho Fee to Trust transaction. I further state that I will not complete this transaction until I have received satisfactory title evidence in accordance with Title 25 CFR § 151.12.

APPROVED: Pursuant to 209 DM 8, 230 DM 1, and 3 IAM 4.


Northwest Regional Director

2/20/2013
Date

The economy is starting to thaw.



But it will take a while for the slow economic waves to reach businesses in rural communities like Bonners Ferry. Then we will face a fresh set of challenges in this intensely competitive global economy.

We invite you to join Bill Jhung, Director of the Idaho Small Business Development Center as he shares a message on:

Keys to Thriving ... as a Leader, as a Business, and as a Community.

Join us for a no-host luncheon at 12 noon, Wednesday, March 13th at the Kootenai River Inn Bingo Room in Bonners Ferry. For more information, contact David Sims at 267-0352.

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**Boundary Economic
Development Council**