

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
April 2, 2013
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

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

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approve March 11, 2013 Special Council Meeting Minutes, March 19, 2013 Council Meeting Minutes, and March 26, 2013 Special Council Meeting Minutes

OLD BUSINESS

5. City – First Reading of Compression Brake Ordinance (attachment)

NEW BUSINESS

6. Water/Sewer – Accept Jim Fritzsche's Resignation (attachment)
7. City – Approve Mayor's Reappointment of Louise Carter to the Golf Committee and Dick Hollenbeck to the Traffic Safety Committee
8. City – Declare Items Surplus (attachment)
9. Golf – Authorize Mayor to Sign Temporary Contract with Kootenai View Golf Resources, Inc. for Golf Course Management (attachment)
10. City – First Reading of Peddler's License Ordinance (attachment)
11. City – Discuss Sandwich Board Advertising (attachment)

12. Water – Authorize Mayor to Sign USDA Control Sheet (attachment)

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

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

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

- 13. Police – Spokesman Review Article “Bonners Ferry Schools Crack Down on Bomb Threats” (attachment)
- 14. Pool – Swim Lesson and Pool Schedule 2013 (attachment)
- 15. City – PRIMA Spring Training (attachment)
- 16. Electric – Columbia River Treaty Review Open Houses and Information (attachment)
- 17. URA – Bonners Ferry Urban Renewal Agency Year-end Recap (attachment)
- 18. Electric – Department of Energy Report for 2012 (attachment)

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; PROHIBITING THE USE OF UN-MUFFLED COMPRESSION (JAKE) BRAKES WITHIN THE CITY; PROVIDING THAT A VIOLATION OF THE SECTION SHALL BE AN INFRACTION PUNISHIBLE BY A FINE NOT EXCEEDING THE HIGHEST FINE ALLOWABLE FOR INFRACTIONS BY THE STATE OF IDAHO; PROVIDING THAT THIS ORDINANCE SHALL BE EFFECTIVE UPON ITS PASSAGE APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the use of un-muffled compression brakes creates a loud noise disturbing the peace and quiet of residents of the City and constituting a public nuisance; and

WHEREAS, the Mayor and City Council deem it in the public interest to regulate the use of compression brakes.

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

Section 1. That a new section 6-1-5 of The Bonners Ferry City Code is hereby adopted which shall read as follows:

6-1-5: UN-MUFFLED COMPRESSION BRAKES ("JAKE" BRAKES)

- DRAFT**
- A. It shall be unlawful for the operator of any motor vehicle driven upon a public or private street, road, highway, or right-of-way located within the city limits to use, or employ the use of an un-muffled compression or "jake" brake. For the purposes of this section, a compression or "jake" brake shall mean any device mounted on or adjacent to the engine of the vehicle being driven which is not effectively muffled and which, when employed reduces engine speed and causes the vehicle to slow without the use of the vehicle's braking system.
 - B. Penalty: Violation of this section shall constitute a traffic infraction, punishable with a fine not to exceed the highest penalty allowed for infractions under the laws of the State of Idaho.
 - C. This section shall not apply to emergency driving situations requiring the use of all vehicle braking systems, including compression or "jake" brakes, when necessary to protect persons or property.

Section 2. **Effective Date:** This Ordinance shall be effective upon its passage, approval, execution and publication in the manner provided by law.

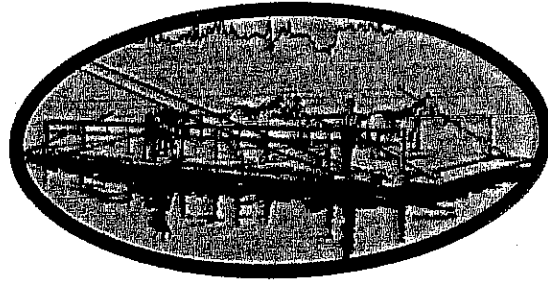
PASSED BY THE CITY COUNCIL OF THE CITY OF BONNERS FERRY, on the _____ day of

_____, 2013, and signed by the Mayor on the _____ day of _____, 2013.

DAVID K. ANDERSON
Mayor

ATTEST:

Kris Larson
City Clerk



March 22, 2013

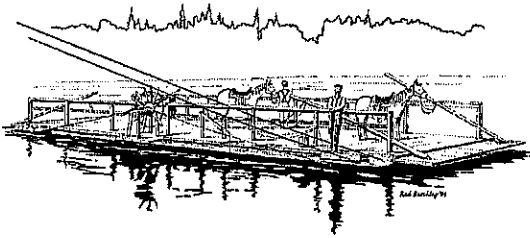
Mr. Stephen Boorman & City Council:

I wish to inform all of you that I will be retiring effective May 17, 2013. I have enjoyed working for the City of Bonners Ferry and I sincerely appreciate all the support provided to me by all City staff & the Council.

If I can be of any assistance after my departure, please do not hesitate to contact me. I'd be glad to be of assistance at any time!

Sincerely,

**James R. Fritzsche
Water/Sewer Superintendent
City of Bonners Ferry
(208) 304-0441**



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 27 March 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Surplus Property.

Attached is the equipment that we would recommend that the City Council declare as surplus. It is our recommendation that the City sell this equipment with a "sealed-bid" auction this spring. The items identified as drug seizure will require approval of the Boundary County Prosecutor and the Prosecutors office will receive the funds from the sale that equipment.

We also have two other items that we would recommend selling at a fixed price.

6"x6"x16' pine beams. We had these milled a number of years ago and have more beams than we have been able to use. It is our recommendation that they be sold on a first come first service basis at the price of \$7.50 each.

Street name signs. We would recommend that these be sold for \$1.00 each on a first come first service basis.

SJB

CITY BID SURPLUS EQUIPMENT AUCTION

BID SHEET

The City of Bonners Ferry is disposing of the attached items by sealed bids. Many of the vehicles listed will be displayed in the City Parking Lot from Thursday 16 May 2013 through Tuesday 21 May. All equipment not displayed in the City Parking Lot will be available for preview Friday, 17 May, from 1:00 p.m – 3:00 p.m and Tuesday 21 May from 8:00 a.m. to 11:00 a.m. All bids must be submitted by 12:00 p.m. Tuesday 21 May 2013 to the Bonners Ferry City Clerk at 7232 Main Street. Bids will be opened at 12:00 p.m. Tuesday 21 May 2013.

All items are sold as with no warranty. The City of Bonners Ferry reserves the right to reject any and all bids, to waive any irregularities in the bids received and to accept the bid that is in the best interest of the City. In particular, the City reserves the right to reject any bids that are less than the estimated scrap metal value of the item.

The successful Bidder must remove the equipment by 3:00 p.m. Friday 31 May unless special arrangements are made. The City will help load items that are not vehicles between 1:00 and 3:00 on Tuesday 28 May or with special arrangements.

All equipment is where is, how is, there are no warranties or promises on condition.

2013 City Surplus Equipment

Bidders Information	Name
	Phone Number
	Mailing Address
	Physical Address

City #	Year	Manufacturer	Model	Color	VIN	Comments	Bid amount
Electric Department:							
#15	1960's		Ditch Witch	Orange	46225A		
#124	1978	Ford	Digger Derrick	Yellow	F82FVBA7669	Hydraulic leaks in boom	
#6	1985	Chevrolet	1/2 Ton	Brown	2GCEK14H4F1164564		
#102	1958	Dodge	Power Wagon	Red	L6W3ML-25,290	Restored	
Police Equipment:							
#	2003	Ford	Expedition	White	VIN 1FMPU1623LB66769	Low compression in one cylinder	
#	2003	Ford	Expedition	White	VIN 1FMPU16L13LA93054	Low compression in one cylinder	
?		Chevrolet	Tahoe	Green	1GNEK13R6XJ404254		
?		Chevrolet	Astro Van	White	1GCDM19W45B213592	Drug Seizure	
?	1992	Honda	Prelude	White	JHMB4144LC001992	Drug Seizure?	
?		Chevrolet	Lumina	White	2G1WL52JX11281646	Drug Seizure	
Water & Sewer Department							
#802	1956	Ford	1 1/2 ton		F60VGR-35,324		
#2	1991	Dodge	1 ton	White	1B6KM3656MSS73749		
#3	1995	Chevrolet	3/4 Ton	White	1GCGK24K9SZ248701	With utility box and air compressor	
Street & Parks							
#305		John Deere	950 Tractor	Green	Engine # T90J-8379	Has front bucket loader. Engine has very low compression.	
#24	1965	Euclid	Loader	Green	SF40397	Comes with bucket but now snow plow.	
#39	1987	Trackless	Municipal Tractor	Yellow	MT4T002	Comes with snowblower	
		Chevrolet	1 ton	White	1GBGC34M1GS147340	Without box	

2013 City Surplus Equipment

Bidders Information	Name
	Phone Number
	Mailing Address
	Physical Address

Misc	?	Lincoln	Welder	Self Contained Gas Welder
	1958		Air Compressor	5 Hp 3 phase 220/440
		John Deere	Gang Mower	7 gang pull-behind
		John Deere	Flail Mower	Green
			Rotary Mower	For 3 point hitch
			Commercial Sink	Stainless
		Signs	Regulatory Signs	Lot price

GOLF COURSE OPERATION AND CLUBHOUSE LEASE AGREEMENT

THIS AGREEMENT, by and between the CITY OF BONNERS FERRY, a municipal corporation, Owner, and Kootenai View Golf Resources, Inc., an Idaho corporation, Operator, and its principal shareholder, Ralph Lotspeich.

WHEREAS it is the City of Bonners Ferry's intent to enter into a five year contract with Kootenai Valley Golf Resources, Inc., the parties are currently negotiating a five year contract which is acceptable to both parties. The parties agree that this Agreement will remain in place until a new contract is agreed upon and adequately reviewed and approved by the City Council of Bonners Ferry, for a period not to exceed one (1) year from the date of signing of this Agreement.

THE PARTIES SPECIFICALLY ACKNOWLEDGE AND AGREE THAT THIS IS A PUBLIC COURSE, AND NOT SUBJECT TO PRIVATE RESTRICTIVE USES.

WITNESSETH

1. **SERVICES NEEDED:** Owner owns a golf course located on U. S. Highway #2 and #95, approximately two miles South of the municipal limits of Owner, and Owner desires to have the following services performed there at:

- a. Operation of golf pro shop in the clubhouse;
- b. Operation of eating and drinking concession in the clubhouse;
- c. Operation of golf play, including but not limited to setting up and scheduling tournaments, organizing playing groups (e.g., mixers and leagues);
- d. Labor maintenance of the clubhouse;
- e. Labor maintenance of equipment, grounds, and appurtenances; and
- f. Operation of driving range.

2. **SERVICES OF OPERATOR:** Operator agrees to perform these services for Owner under the terms and conditions set forth hereunder which supports outdoor recreation.

3. **WORK TO BE PERFORMED:**

a. PRO SHOP: Operator shall stock the pro shop at its sole expense with adequate inventory to supply the needs of the users of the course.

b. CONCESSIONS:

1. Operator will maintain, at its sole expense, an inventory to provide adequate refreshments to the course users; and Operator has the exclusive right to fully use the clubhouse.

2. Operator may obtain a liquor by the drink license, beer license, and wine license, from the State of Idaho and the County of Boundary, and will operate a cocktail lounge at its sole expense on such occasions as Operator deems

economically and environmentally feasible. All proceeds of the cocktail lounge shall belong to Operator. Operator will not neglect its other duties for service in the cocktail lounge.

3. Any other concessions will be allowed only as approved by City Council and under such terms and conditions as specified.
4. No amusement devices (electronic, pinball, or otherwise) shall be allowed on the premises.
5. SPECIFIC LEASE OF SPACE FOR THE PURPOSE OF DISPENSING AND SELLING ALCOHOLIC BEVERAGES: City of Bonners Ferry, Lessor, does hereby lease to Kootenai View Golf Resources, Inc., Lessee, the clubhouse on the property described in Paragraph 9, for the purpose of dispensing and selling alcoholic beverages, including liquor and liquor by the drink for the term of March 1, 2013, through February 28, 2014.

c. GOLF COURSE BUSINESS:

1. Operator will maintain order in the clubhouse, provide methods (at no expense to Owner) to encourage public use of the premises, and sell season tickets and collect green fees.
2. In the event that Operator proposes to make a use of the clubhouse and/or golf course for a public or private purpose that is not covered by this agreement, then, and in that event, Operator shall not proceed with such use without first receiving approval from Owner.

d. COURSE RULES: Operator shall enforce the course rules as promulgated from time to time by the City Council.

e. PROMOTE COURSE USE: Operator will promote the use of the course.

f. CLEAN PREMISES: All ongoing routine labor, maintenance and repair of any item whatsoever, except as herein expressly excluded, shall be at the expense of the Operator. City, at its sole expense, shall provide the following:

1. Water; electric and sewer utility service. Operator will pay all other utilities, including telephone and garbage.
2. Major repairs to the pumps and equipment as become necessary and other non-routine repair where outside shops or special services are required. Operator will consult with City in advance before incurring such an expense.
3. Repair of acts of God or vandalism.
4. The City shall be responsible for the cost of all parts and equipment and maintenance repair where outside shops or special services are required, except the Operator shall be responsible for the cost of maintenance and repair where the need for maintenance or repair is caused by its malfeasance or

nonfeasance.

- g. MANAGEMENT: Operator shall operate the premises in a reasonable and prudent manner as would be done by a good golf course, pro shop, and bar manager and in a manner consistent with the rules and policies of the Owner.
 - h. DRIVING RANGE: Operator will operate and maintain the driving range. The parties agree and acknowledge that title to fixtures is exclusively in the owner.
 - i. SIGNS: Operator shall ensure that signs are displayed at the Clubhouse and on the course that indicate the course is funded by the "Land and Water Conservation Service".
 - j. ADVERTISING: All advertising by the Operator with regards to the Golf Course shall contain the Land and Water Conservation Service Logo or designation. Advertising will include identifying the areas as being publicly owned and operated as a public outdoor recreational facility.
4. PAYMENT: Full payments by Owner to operator shall consist of the following:
- a. GREEN FEES, SEASON PASSES, PUNCH CARD and CART PATH FEES: Operator shall collect all green fees, season passes fees, punch cards fees, and cart path fees and shall deliver them each Friday before the 1st and 3rd Tuesday to the Owner with a proper accounting on Owner's form with a copy of the weekly golf registration book. Owner will then remit to Operator twenty (20%) percent of all green fees collected.
 - b. DRIVING RANGE FEES: Operator shall collect all driving range fees and shall deliver them each Friday before the 1st and 3rd Tuesday to the Owner with a proper accounting on Owner's form. Owner will then remit to Operator Eighty-five (85%) percent of all driving range fees collected.
 - c. CONCESSIONS: All costs and expenses of operating the concession shall be paid by Operator, and Operator shall retain all profits and absorb all losses from such operation.
 - d. OTHER CONSIDERATION: Owner will pay Operator FIFTY-ONE THOUSAND FOUR HUNDRED AND FIFTY DOLLARS (\$51,450.00) in ten (10) equal monthly payments to be made the 20th day of each month beginning on March 20th and ending on December 20th for the year 2008; and a 5% increase for 2009. Any additional adjustments shall be made upon mutual agreement. First payment is due March 20, 2013 and final payment is due February 20, 2014.
 - e. PROFIT AND LOSS STATEMENT: On or before November 15th, 2013, Operator will deliver to Owner a complete Profit and Loss Statement on forms provided by Owner. This Profit and Loss Statement will be for the 12-month period ending on October 30th, 2013.
 - f. CHARGE FOR BUILDING USE: The Operator will pay to Owner the sum of FOUR HUNDRED NINETY-TWO DOLLARS and 19/100 (\$492.19) per month for

each of the months March through October (a total of THREE THOUSAND NINE HUNDRED THIRTY-SEVEN DOLLARS and 50/100 (\$3,937.50)) for the year. Any additional adjustments shall be made upon mutual agreement. This charge is for the use of Owner's building by Operator.

5. RELATIONSHIP OF PARTIES:

- a. Owner and Operator agree that Operator shall be an independent contractor and not an employer-employee, agency, or any other relationship with Owner. Operator shall have full and complete control of their operations under this Agreement. As Operator employs additional personnel (Operator's employees), Operator will do so solely at its expense and Operator shall determine how many employees or agents it shall need, how it shall work, and its wage rates and employment conditions. As to such Operator's employees, Operator shall maintain its own payroll and payroll records, schedule its own wage payments and provide all insurance (including, but not limited to, workmen's compensation insurance) required by law.
- b. In the event the Operator needs information, authorization, or direction between Council meetings, the City's chain of authority to provide such shall be as follows:
 - 1. City Administrator;
 - 2. Mayor.
- c. Owner shall have no control over the manner, methods, and means utilized by Operator in performing hereunder.
- d. Operator shall request purchases only through the City's purchasing department and such purchases shall be subject to City confirming that the purchase is within the budget limitations.

6. LIABILITY: Operator agrees to hold Owner harmless from any acts of malfeasance or nonfeasance done by Operator, its agents or Operator's employees.

The work performed under this contract will be performed entirely at Operator's risk and Operator assumes all responsibility for the condition of tools and equipment used in the performance hereunder, even if such tools and equipment are the property of Owner.

7. DURATION: This agreement shall be in force from March 1, 2013, through February 28, 2014. The minimum hours of operation are:

Opening day (determined by Operator with opening to be as soon as is reasonable without causing damage to the course)

through May 31	8:30 a.m. - 6:30 p.m.
June 1 through August 31	7:00 a.m. - 9:00 p.m.
August 31 through closing	8:30 a.m. - 6:00 p.m.

Openings on Saturday, Sunday and holidays are 7:30 a.m. and closing on all Sundays and Mondays is 8:00 p.m. during the May 15 - August 14 period.

NOTE: Nothing herein shall be construed as prohibiting Operator from closing the clubhouse on days of such steady and heavy inclement weather that a reasonable person would not be golfing or use of the course could damage it.

Also, nothing herein shall prevent the parties from agreeing upon an earlier season closing if such is warranted by the weather.

8. NON-APPROPRIATION: Owner is an Idaho Municipal Corporation which by law has a fiscal year commencing October 1st each year and ends September 30th the following calendar year. In the event the Owner shall not appropriate funds to pay the obligation falling under this agreement after September 30th during the term of this contract then this agreement shall terminate and the provision of Section 21 shall be applied and the Operator shall be released from further duties under the agreement. If this agreement be terminated by reason of non-appropriation the Owner shall not let a contract to another operator(s) to perform the duties provided for herein. This will not however prohibit the continued operation of the facilities by the Owner through the use of its employees.

9. OPTION TO RENEW:

- a. Operator shall have a conditional option to renew this contract for a one-year term, but the renewal contract shall not include this option without subsequent specific agreement by Owner.
- b. If Operator intends to exercise this conditional option, it must do so by delivering notice of such intention to Owner so that Owner has physical possession of the notice at City Hall no less than sixty (60) days prior to the expiration of the term of this agreement. Within 30 days of receipt of Operator's option to renew, Owner will deposit in the mail addressed to the last known address of Operator a notification that Owner accepts the option exercised by Operator or rejects the same under Paragraph 8.3.
- c. The condition of this option is that Owner can reject same if Owner determines, with reasonable cause, that contractor did not perform this agreement in a good and workmanlike and contractorlike manner.

10. LOCATION:

That part of Lot Three (3) sometimes known as and described as the Southwest Quarter of the Northwest Quarter (SW1/4 NW1/4) lying South of the Great Northern Railroad right of way; the Southeast Quarter of the Northwest Quarter (SE 1/4 NW 1/4); the Southwest Quarter of the Northeast Quarter (SW1/4 NE 1/4); Lot One (1) and that part of Lot Two (2) lying South and East of the Great Northern Railroad right of way; all in Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M.

LESS the following described tracts:

TRACT A: Beginning at the Southwest corner of the tract herein described, an auto axle, from which point the intersection of the West line of Section Nine (9), Township sixty-one (61) North, Range One (1) East, B.M., with the center of the present Great Northern Railway bears North 84 degrees 47' West 2617.86 feet, said point of intersection being North 66 chains, more or less, from the Southwest corner of the said Section Nine (9), and running thence from the auto axle above described, North 87 degrees 54' East 136.60 feet to a one inch steel pin; thence North 16 degrees 19' East 198 feet to a two inch channel iron set on the South boundary of the State Highway; thence along the said South boundary South 80 degrees 25' West 201.11 feet to a one inch steel pin which is distance North 80 degrees 25' East 60.52 feet from a 6" x 6" concrete State Highway boundary monument; thence South 2 degrees 06' East 162.46 feet to the point of beginning and containing 2/3rds acres the including an easement upon the property adjacent on South for the purpose of repairing, improving and maintaining the septic tank overflow line and drain field which is on April 8, 1961, located thereon, so long as said drainfield is used by the owner of the hereinabove particularly described property.

TRACT B: All that part of Lot One (1) and all that part of the Southwest Quarter of the Northeast Quarter (SW 1/4 NE1/4) of Section Nine (9), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being East of right of way of State Highway as described in deed from Bonners Golf Course, Inc. to State of Idaho, recorded at Book 35 of Deeds at page 301, records of Boundary County, Idaho.

AND ALSO INCLUDING: All that part of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., lying West of the State Highway.

LESS the following described tracts:

TRACT 1: A parcel of land described as follows: Beginning at the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South along the East line of said Lot Five (5) 20 rods; thence West 40 rods; thence North 20 rods; thence East 40 rods to the place of beginning.

TRACT 2: The North 20 feet of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M.

TRACT 3: A parcel described as follows: Commencing at a point 20 rods South of the Northeast corner of Lot Five (5), section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 84 feet to the West right of way line of State Highway #95, thence Southwesterly along said highway right of way line 408 feet, thence West 180 feet, thence North 254 feet, thence East 435 1/2 feet.

TRACT 4: That part of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., lying and being West of the Great Northern Railroad right of way; subject to an easement in favor of the State of Idaho for a highway right of way and an easement in favor of the City of Bonners Ferry, Idaho, for a water pipe line and appurtenances.

TRACT 5: A portion of Lot Five (5) in Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., described as: Commencing 1297 feet West of the Southeast corner of Lot Four (4), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., to the place of beginning; thence South 209 feet; thence East 209 feet; thence North 209 feet; thence West 209 feet to the place point of beginning; containing one acre, more or less.

TRACT 6: Commencing at a point 20 feet South and 660 feet West of the Northeast corner of Lot Five (5), Section Four (4), Township Sixty-one (61) North, Range One (1) East, B.M., thence South 100 feet to a point, thence West 100 feet to a point, thence North 100 feet to a point, thence East 100 feet to the point of beginning.

11. "GOLF COURSE" DEFINED:

a. All improvements on said real property, including, but not limited by such inclusion:

1. turf and landscaping
2. practice green
3. driving range
4. all buildings of any type
5. automatic irrigation system
6. signing
7. fencing

b. Operating functions are all golf and appurtenant functions, including, but not limited by such inclusion:

1. Daily green fees plan
2. Pro Shop services for retail sales
3. Golf Club rental
4. Riding golf car rentals
5. Pull cart rentals
6. Food, drink and cocktail lounge service.

c. Nothing herein shall be construed as requiring Owner to provide any capital improvements of any kind or nature other than those existing the date hereof.

12. **BREACH:** Operator agrees to reimburse Owner's expenses and/or damages that arise from its failure to comply with the term thereof, or that may arise from any determination by court or board that Operator's actual or factual relationship to Owner is anything other than that of an independent contractor.

13. **COMPLIANCE WITH LAW:** Operator agrees to comply with all federal, state, and municipal laws, rules, and regulations that are now or may in the future become applicable to Operator and its manner and method of operation or accruing under the performance of such operations. Operator agrees to comply with all civil rights laws and those laws that pertain to the Americans with Disabilities Act. Compliance will be demonstrated by signs (including civil and ADA) posted in visible public areas and statements in public brochures.

14. **STATE PARKS:** To the extent that the Idaho Director of Parks and Recreation has control of the golf course, Operator agrees to abide by its rules and regulations; and specifically, without limitation, to the extent it has control in such matters, the Idaho Director of Parks and Recreation shall be the final arbiter in the dismissal of any employee on the grounds for lack of courtesy and necessary consideration to the general public.

15. **RATES:** Season ticket charges and greens fee charges will be set periodically and shall be set by Owner only. Owner will strive to set fees that are competitive with similar area facilities. All fees charged by Operator must be competitive with similar private facilities.

16. **ACCOUNTING:** Operator shall submit monthly, a financial statement covering all operations hereunder. Owner, at and all reasonable times, shall have access to any records maintained by Operator hereunder; including, but not limited by such inclusion, the right to make its own audits.

17. **LIABILITY INSURANCE:** Operator shall purchase and maintain insurance during the term of this agreement as follows:

- a. Comprehensive general liability having limits of \$1,000,000 for bodily injury and property damages combined per occurrence and a \$2,000,000.00 annual aggregate limit, such limits shall include liquor liability.
- b. The City of Bonners Ferry and its elected and appointed officials and employees shall be named as an additional insured, and provided with a certificate of insurance showing compliance with this section.

18. **ASSIGNMENT:** Operator shall not have the right to assign or otherwise transfer this agreement, or any part thereof, without the written consent of Owner.

19. **MANNER OF PERFORMANCE:** In every performance hereunder, Operator shall do it workmanlike and professionally; and Operator, at the termination of this Agreement, shall return the property to Owner in the condition as now is and becomes with additional capital improvements, reasonable wear and tear excepted.

20. **TAXES:** Any taxes or licenses attributable to this Agreement or operation hereunder shall be at the sole expense of Operator.

21. TERMINATION OF OPERATOR'S SERVICES:

- a. This agreement may be terminated by either party for any reason with thirty (30) days notice to the other party.
- b. In the event the Operator's services are terminated for any reason, including non-renewal of this agreement as provided for in Section 8, the Operator or its representative may elect to have the Owner purchase all merchandise and equipment in accordance with the following formula:

Floor merchandise, bar, and snack bar inventory by age of merchandise:

00-06 months at invoice
07-12 months at 95% of invoice
13-24 months at 90% of invoice
25 months and older owner may refuse to purchase

Equipment:

power golf carts, store equipment, fixtures, rental equipment, bar/snack bar equipment fixtures and any other categories which the parties may agree at the

time of sale shall be included at the time of purchase. In the event the parties cannot otherwise establish a value they shall obtain two (2) estimates (one for each party) from dealers or other qualified persons and the average between the two (2) estimates will establish the sale price of each item.

The Owner may, as it deems necessary, require the Operator to compile an inventory of all merchandise and equipment subject of this provision, together with the value Operator believes should be assigned to each item.

In the event the Operator elects to have the Owner purchase the merchandise and equipment under this provision, they shall give the owner thirty (30) days written notice. Such notice shall include the inventory and valuation the Operator believes should be assigned to the property and any merchandise and equipment that the Operator desires to exclude from this provision. The Operator shall also provide the Owner with proof that all debts incurred by the Operator in the operation of the contract are fully paid and satisfied and if any amount be unpaid the Owner may apply the proceeds of the purchase of the merchandise and equipment to the payment of such debts of the Operator as they deem fit.

If the Operator purchases any outside maintenance equipment, the City of Bonners Ferry shall not be obligated to purchase that equipment from the Operator.

The Owner shall, within thirty (30) days of receipt of such notice, inform the Operator of any disagreements concerning the items listed and assigned values. Within sixty (60) days of contract termination by either party or upon signing of a new contract with a new contractor, whichever shall occur first, the owner shall pay the Operator as herein agreed.

22. PERSONAL OBLIGATIONS OF RALPH LOTSPEICH AS PRINCIPAL SHAREHOLDER AND OFFICER OF OPERATOR:

The Operator and its principal shareholder and officer acknowledge that the Owner selected the Operator based up on the qualifications of its principal shareholder and officer, Ralph Lotspeich. One of the considerations in selecting Ralph Lotspeich was his knowledge, understanding and past relationship with the course, the prior operator and the patrons. Owner considered these criteria important to the successful operation of the course.

It is further acknowledged that the personal services required of the Operator by this agreement are inseparable from the remaining provisions herein. It is therefore agreed that the Operator will at all times during the term of this agreement designate Ralph Lotspeich to perform its duties and will not without prior approval of Owner assign such duties to a third party. Ralph Lotspeich shall at all times be responsible for the supervision of any other agents and employees the Operator deems necessary to perform its duties as herein agreed and Ralph Lotspeich personally guarantee performance by the Operator of all of the Operator's duties and obligations hereunder. A breach of

this provision by, either Ralph Lotspeich or the Operator, shall be cause for termination by the Owner.

The personal guarantees and agreements of Ralph Lotspeich herein are made only to the benefit of the Owner and shall not inure to the benefit of any third party.

DATED this ____ day of _____, 2013.

CITY OF BONNERS FERRY

By _____

Dave Anderson, Mayor

Attest:

Kris Larson, Clerk, City of Bonners Ferry

Kootenai View Golf Resources, Inc., an Idaho Corporation

By: _____

Ralph Lotspeich, Shareholder/Operator

Operator's principal officer and shareholder guarantees performance of all of the duties and obligations of the corporation to the Owner as herein stated.

DATED this ____ day of _____, 2013.

By: _____

Ralph Lotspeich

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITH BONNERS FERRY CITY CODE TITLE THREE, CHAPTER FOUR, CONCERNING LICENSURE OF PEDDLERS, SOLICITORS, HAWKERS, ITINERANT MERCHANTS, TRANSIENT VENDORS, OR CANVASSERS; PROVIDING DEFINITIONS; PROVIDING FOR ACTIONS WHICH ARE PROHIBITED; PROVIDING LICENSING REQUIREMENTS; PROVIDING FOR REQUIRED INFORMATION AT THE TIME OF LICENSING; PROVIDING THAT LICENSES MAY BE ISSUED FOR ANY PERIOD UP TO ONE YEAR; PROVIDING FOR IDENTIFICATION AND SHOWING OF IDENTIFICATION; PROVIDING FOR NOTICE OF REVOCATION AND APPEAL THEREOF; PROVIDING THAT VIOLATION SHALL BE A MISDEMEANER PUNISHABLE AS PROVIDE FOR IN SECTION 1-4-1; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to amend and enact new provisions within Bonners Ferry City Code Title Three, Chapter Four, for the purpose of clarifying the existing chapter and making changes deemed to be in the best interest of the citizens of the City of Bonners Ferry

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

Section 1: That Bonners Ferry City Code Section 3-4-2 is hereby amended to read as follows:

As used in this chapter, the following words and terms shall have the meanings ascribed to them in this section:

~~PEDDLERS, SOLICITORS, HAWKERS, ITINERANT MERCHANTS, TRANSIENT VENDORS, OR CANVASSERS: Any person who goes from place to place within the city and who:~~

- ~~A. Sells, takes orders for, or offers to sell, any goods, wares, merchandise, or services, whether collecting in advance for such goods, wares, merchandise, or services or not;~~
- ~~or~~
- ~~B. Seeks contributions or donations in goods or legal tender;~~

~~is a peddler, solicitor, hawker, itinerant merchant, or transient vendor (hereafter referred to as a "peddler");~~

~~APPLICANT: Each natural person applying for registration pursuant to this chapter.~~

~~CANVASSER OR SOLICITOR: Any individual, whether a resident of the City or not, traveling either by foot, or any type of conveyance, from place to place or from house to~~

house, or from street to street, taking or attempting to take orders for sale of goods, wares and merchandise, personal property of any nature whatsoever for future delivery, or for services to be furnished or performed in the future, whether or not such individual has, carries or exposes for sale a sample of the subject of such sale or whether he is collecting advance payments on such sales or not; provided, that such definition shall include any person who for himself, or for another person, hires, leases, uses or occupies any building, structure, tent, railroad boxcar, boat, hotel room, lodging house, apartment, shop or any other place within the City for the sole purpose of exhibiting samples and taking orders for future delivery.

PEDDLER: Any person, whether a resident of the City or not, traveling by foot, motor vehicle or any other type of conveyance, from place to place, from house to house, or from street to street, carrying, conveying or transporting goods, wares, merchandise, meats, fish, vegetables, fruits, garden truck, farm products or provisions, offering and exposing the same for sale, or making sales and delivering articles to purchasers; provided, that one who solicits orders and as a separate transaction makes deliveries to purchasers as a part of a scheme or design to evade the provisions of this Chapter shall be deemed a peddler subject to the provisions of this Chapter. The word "peddler" shall include the words "hawker" and "huckster".

TRANSIENT MERCHANT: Any person, whether as owner, agent, consignee or employee, whether a resident of the City or not, who engages in a temporary business of selling, and delivering goods, wares and merchandise and who, in furtherance of such purpose, hires, leases, or occupies any building, structure, motor vehicles, tent, railroad boxcar, or boat, public rooms in hotels, lodging houses, apartments, shops or any streets, alleys or other places for the exhibition and sale of such goods, wares and merchandise, either privately or at public auction; provided, that such definition shall not be construed to include any person who, while occupying such temporary location, does not sell from stock, but exhibits samples only for the purpose of securing orders for further delivery only. The term "transient merchant" shall include the terms "itinerant merchant" and "itinerant vendor".

Section 2: That Bonners Ferry City Code Section 3-4-3 is hereby amended to read as follows:

3-4-3, NUISANCE; PROHIBITED ACTIONS DECLARED:

- A. No person, registered or not, shall solicit business at any home or business when such location has clearly posted any sign indicating that solicitation or peddling is prohibited.
- B. No person, registered or not, shall continue with door to door solicitation at any home or business when requested to leave by the owner, authorized agent of the owner, or any other person that resides or works on the premises.
- C. The foregoing actions are hereby declared to be a nuisance.

~~The practice of going in and upon private residences or businesses in the municipality by peddlers not having been requested or invited to do so by the owner or owners, occupant or~~

~~occupants of said private residences or businesses, for the purposes of soliciting orders for the sale of goods, wares, and merchandise and/or disposing of and/or peddling the same is declared to be a nuisance and punishable as such nuisance as a misdemeanor. (1959 Code § 5-3-3)~~

Section 3: That Bonners Ferry City Code Section 3-4-4 is hereby amended to read as follows:

3-4-4: LICENSE REQUIRED: It is unlawful for any person to act as a peddler within the city without first having been issued a license. Every person going door to door must apply for and have his or her own personal license.

Section 4: That Bonners Ferry City Code Section 3-4-5.A.2 is hereby amended to read as follows:

2. Required Information: The application for license shall contain the following information:

- a. ~~Name, description,~~ social security number, driver's license number and date and place of birth of the applicant;
- b. Permanent home address, mailing address, telephone number, and local address and telephone number for the applicant;
- c. A brief description of the nature of the business and goods to be sold or services to be performed, proposed starting date of door-to-door sales, and length of time for which the right to do business is desired;
- d. The proposed method of operation;
- e. A description (make, model, year, color) and license plate number of any vehicle used by the applicant when engaging in sales under this chapter;
- f. If employed by another, the address, phone number, and name of the employer;
- g. The place of manufacture or production of goods to be offered for sale, the present location of such goods and the proposed method of delivery;
- h. The names of two (2) reliable persons, residing in the state, as references to the good character and business responsibility of the applicant, or, in lieu of said references, the means of obtaining evidence as to the applicant's character and business responsibilities;
- i. Disclosure of any misdemeanor or felony convictions and municipal ordinance violations for the applicant. A statement as to any convictions of crimes, misdemeanors, or violations of municipal ordinances, the date, the nature of the offense and the penalty assessed therefore for the applicant and each employee going door-to-door;
- j. If food or other products for human consumption are proposed to be sold, applicant must provide certification by the applicable health agency;

- k. A copy of current and valid state-issued photo identification for the applicant.

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

B. Term; Renewal:

1. Licenses may be issued for any length of time up to one year.
2. Licenses provided for and issued for a period of one year may be renewed upon application made prior to the expiration of the license.

Section 6: That Bonners Ferry City Code Section 3-4-9 is hereby amended to read as follows:

3-4-9: CARRYING AND PRESENTING IDENTIFICATION AND LICENSE REQUIRED:

The A state-issued photo identification and the license issued under this chapter shall be carried at all times when peddling, soliciting or canvassing in the city and shall be exhibited by said peddler, solicitor or canvasser upon initial contact with any person solicited or canvassed and whenever requested to do so by a peace officer or any person solicited or canvassed.

Section 7: That Bonners Ferry City Code Section 3-4-13.B is hereby amended to read as follows:

B. Notice of Revocation: Notice of suspension or revocation may be given via telephone by calling the licensee at the phone number of record on the original application. Notice of suspension or revocation of a license shall also be given in writing and mailed to the licensee at the address of record on the original application. Such suspension or revocation shall be effective upon phone call or mailing of notice, whichever is earlier.

Section 8: That Bonners Ferry City Code Section 3-4-14 is hereby amended to read as follows:

3-4-14: APPEAL:

A. Time Limit; Notice: Any person aggrieved by the action in denial of a license or in the suspension or revocation of a license by the administrative authority shall have the right of appeal to the city council. Such appeal shall be taken by filing with the city clerk written notice thereof within five (5) days after the entry of the order of suspension or revocation. The notice of appeal shall specify an address at which the licensee may be given notice of hearing on the appeal.

B. Hearing: The city council shall hear the appeal or may refer the same to a committee or hearing examiner for hearing at the soonest practicable time following the written notice of appeal. At the hearing, the licensee shall be entitled to appear in person and offer evidence pertinent to the suspension or revocation or may appear through legal

counsel. The city clerk or chief of police shall likewise be entitled to be heard at the hearing and offer evidence in support of the order of suspension or revocation.

~~C. Evidence; Witnesses: At the discretion of the city council or hearing examiner, other evidence may be received and other witnesses may be heard.~~

~~D. Record Of Hearing: A transcribable record shall be retained relating to any hearing conducted.~~

E. Determination: The city council or duly appointed committee or hearing examiner shall determine, ~~in writing~~, whether the suspension or revocation shall be sustained and shall put its findings and conclusions in writing. (1959 Code § 5-3-9)

Section 9: That Bonners Ferry City Code Section 3-4-15 is hereby amended to read as follows:

3-4-15: PENALTY:

Violations of any provision of this chapter shall be a misdemeanor punishable in accordance with ~~subject the offender to the general penalty, section 1-4-1~~ of this code.

Section 10: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 11: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2013.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry

BEDC Boundary Economic Development Council

Date: March 29, 2013
To: Bonners Ferry City Council
From: David Sims
Subject: Down town Advertising

One of our downtown merchants spoke to the Council during the March 19 City Council meeting about placing a sandwich board advertisement along highway 95. After the meeting I spoke with Will Herrington about the issue, and he suggested that the City could have a designated area for a sandwich board type sign that could be used by downtown merchants on a rotating basis.

I am proposing that the City try the following program:

- Designate two areas for sandwich board signs – one at the intersection of Kootenai Street and highway 95 and one at the intersection of Main Street and highway 95. City staff would select the actual locations.
- Each area would be able to have one sandwich board type sign at a time.
- Merchants would sign up for times to set up their signs, on a per day basis. City staff would handle it much like they do with the Visitor's Center meeting space. If the Council approves the idea, a system would be developed to equitably reserve space.
- Merchants would be responsible for putting up and taking down their signs.
- The City could set some rudimentary guidelines for what types of signs would be allowed. I suggest that only downtown businesses or events, plus fairground events be allowed to use the space.
- Try the program for the summer, perhaps through the end of September. After the trial period, the program could be evaluated to see if it makes sense to continue it.

I have spoken to a number of downtown businesses that would be very interested in taking part in the program. I did receive feedback from one business that did not like the idea, feeling that such advertising degraded the look of the downtown area.

If the Council approves the trial, I would be happy to work with City staff on the details and present the program to the merchants.

David

Kris Larson

From: MacDonald, Sharie [smacdonald@welchcomer.com]
Sent: Friday, March 29, 2013 10:31 AM
To: Kris Larson
Cc: Maiani, Necia M
Subject: BF Agenda

Kris –
The USDA control sheet I sent you on Tuesday will be revised to include the reimbursement for the City's electric fund of \$50,000. I will email you the revised form and mail the hard copy to you for signature today.

Thanks!

Sharie MacDonald
Senior Project Administrator
WELCH-COMER
208-664-9382
208-664-5946 (fax)
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815
www.welchcomer.com

This email and any attachments are intended solely for the use of the individual to whom they are addressed. If you are not the intended recipient, you must not keep, use, disclose, take action, copy or distribute this email. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. This email and any attachments are the property of Welch Comer Engineers and may contain information that is copyrighted, or confidential and privileged and must not be distributed without Welch Comer Engineers permission. If this email contains contracts, survey or engineering data, design information, recommendations, plans, specifications or GIS information, these documents should be considered draft documents unless explicitly stated otherwise in the email text.

Kris Larson

From: MacDonald, Sharie [smacdonald@welchcomer.com]
Sent: Tuesday, March 26, 2013 3:51 PM
To: Kris Larson
Cc: Maiani, Necia M
Subject: Bonners Ferry Council Agenda
Attachments: 15856USDA CONTROL 6.pdf

Kris –
Attached please find the USDA Control Sheet and invoices associated for the next Council meeting agenda. I have put the originals in the mail to you today. If you could have it signed and returned to us next week so we can forward to USDA, we would appreciate it.

Thanks!

Sharie MacDonald
Senior Project Administrator
WELCH-COMER
208-664-9382
208-664-5946 (fax)
350 E. Kathleen Ave.
Coeur d'Alene, ID 83815
www.welchcomer.com

This email and any attachments are intended solely for the use of the individual to whom they are addressed. If you are not the intended recipient, you must not keep, use, disclose, take action, copy or distribute this email. Please notify the sender immediately by e-mail if you have received this e-mail by mistake and delete this e-mail from your system. This email and any attachments are the property of Welch Comer Engineers and may contain information that is copyrighted, or confidential and privileged and must not be distributed without Welch Comer Engineers permission. If this email contains contracts, survey or engineering data, design information, recommendations, plans, specifications or GIS information, these documents should be considered draft documents unless explicitly stated otherwise in the email text.

USDA Control Sheet

City of Bonners Ferry Water System Improvement Project

Project Number: 15856.00.0

The invoices/billings with backup (if applicable) are attached.

REPORT DATE: 03/26/13

REQUEST # 6

INVOICE DATE	INVOICE NUMBER	CLAIMANT	INVOICE AMOUNT	TO BE FUNDED BY:			City of Bonners Ferry	BUDGET CATEGORY
				ICDBG	USDA Loan	USDA Grant		
01/24/13	2013032	Welch Comer & Associates	\$ 820.00			\$ 820.00		Design
02/25/13	2013089	Welch Comer & Associates	\$ 545.00			\$ 545.00		Design/Environ
03/26/13	2013170	Welch Comer & Associates	\$ 3,850.00			\$ 3,850.00		Design
TOTAL REQUEST FOR FUNDS:			\$ 5,215.00	\$ -	\$ -	\$ 5,215.00	\$ -	

Recommended by: _____
(Engineer)

(Date)

Approved by: _____
(Owner)

(Date)

Approved by: _____
Funding Agency (if applicable)

(Date)

Invoice

January 24, 2013
Project No: 45004.00.0
Invoice No: 2013032

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45004.00.0 Bonners Ferry-US95 Kennedy-Cnty Rd 2D WL

Professional Services from December 22, 2012 to January 23, 2013

Phase	030	Design Phase Services		
Fee				
Total Fee		16,400.00		
Percent Complete		100.00	Total Earned	16,400.00
			Previous Fee Billing	15,580.00
			Current Fee Billing	820.00
			Total Fee	820.00
			Total this Phase	\$820.00
			Total this Invoice	\$820.00

Invoice

February 25, 2013
Project No: 45004.00.0
Invoice No: 2013089

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45004.00.0 Bonners Ferry-US95 Kennedy-Cnty Rd 2D WL
Professional Services from January 24, 2013 to February 25, 2013

Phase 010 EID
Professional Personnel

	Hours	Rate	Amount	
Project Communication				
Hathaway, Mike	2/9/2013	.50	130.00	65.00
Research and communicaiton with NGS re: destruction of benchmarks				
Maiani, Necia	2/2/2013	1.00	120.00	120.00
Estimate and Project Status				
Maiani, Necia	2/9/2013	.50	120.00	60.00
Communicate with City Re: Modified Alignment				
Maiani, Necia	2/9/2013	2.00	120.00	240.00
Communicate with SB RE: Alignment, Easement, Schedule				
Maiani, Necia	2/16/2013	.50	120.00	60.00
Communicate with City Re: Easement Status				
Totals	4.50			545.00
Total Labor				545.00
Billing Limits				
	Current	Prior	To-Date	
Total Billings	545.00	2,526.40	3,071.40	
Limit			7,800.00	
Remaining			4,728.60	
		Total this Phase		\$545.00
		Total this Invoice		\$545.00

Invoice

March 26, 2013
Project No: 45004.00.0
Invoice No: 2013170

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Project 45004.00.0 Bonners Ferry-US95 Kennedy-Cnty Rd 2D WL
Professional Services from February 01, 2013 to March 16, 2013

Phase	040	Bidding Phase Services		
Fee				
Total Fee		5,000.00		
Percent Complete		75.00	Total Earned	3,750.00
			Previous Fee Billing	0.00
			Current Fee Billing	3,750.00
			Total Fee	3,750.00
			Total this Phase	\$3,750.00

Phase	100	Encroachment Permit		
Professional Personnel				
			Hours	Rate
				Amount
Swearingen, Evangelina	3/16/2013	Create, edit, finalize and transmit Stephanie Hale Letter	.50	40.00
				20.00
Gen. Engineering Services				
Williams, Ashley	3/16/2013	Preparing ITD encroachment permit for KO, sending to ITD	.50	80.00
				40.00
Williams, Ashley	3/16/2013	Preparing ITD encroachment permit with KO	.50	80.00
				40.00
		Totals	1.50	100.00
		Total Labor		100.00

Billing Limits	Current	Prior	To-Date
Total Billings	100.00	0.00	100.00
Limit			200.00
Remaining			100.00
		Total this Phase	\$100.00
		Total this Invoice	\$3,850.00

THE SPOKESMAN-REVIEW

March 29, 2013

Bonners Ferry schools crack down on bomb threats

Scott Maben

The Spokesman-Review

Tags: bomb threat Bonners Ferry High School Boundary County School District



Barb Colegrove, a substitute teacher at Bonners Ferry High School in North Idaho's Boundary County, has taken on the role of restroom monitor as school officials try to put a stop to a rash of fake bomb threats.

BONNERS FERRY – Bomb threats at the high school here are such a problem this year, students are required to sign in and out of bathrooms, where messages found scrawled inside toilet stalls have triggered repeated evacuations.

"It's an odd job," admitted substitute teacher Barb Colegrove, who has spent eight-hour days the past three weeks monitoring restroom traffic and regularly inspecting lavatory walls.

"The kids would love to have this over with," Colegrove said.

Boundary County School District has been subjected to nine bomb threats since late October, and investigators have identified several juvenile suspects. But officials believe more students are responsible, and they are taking unconventional steps to get to the bottom of it.

During a break between classes this week, lines of students eager to relieve themselves formed in front of Colegrove's small table, where she keeps the sign-in sheet and a clock to note the time.

A camera in the hallway also records who enters and leaves the bathrooms. Between the video footage, visitor log and monitor checks, officials hope they can pin down who leaves a new threat, or deter students from making another.

"We're vigorously pursuing catching the perpetrator or perpetrators," said Richard Conley, superintendent of the Boundary County School District. "That's why there's an \$11,000 reward, as the community is fed up with it."

Two people recently put up the money for the arrest and conviction of those responsible for the threats. Any student who makes a bomb threat faces expulsion and felony charges.

Four threats were written or scratched inside restrooms at Bonners Ferry High School, including two early this month. Three threats were found at the middle school next door, and two came in as calls to the county's 911 dispatch center and did not specify a school.

A juvenile male who does not attend school in the district faces charges for making the phone threats, and two middle-school students also may be charged for leaving threats. In addition, a high school student has been suspended and could face charges as well, authorities said.

The threats prompted evacuations so police could search the buildings, including classrooms and lockers. The nearly 500 high school students as well as teachers and staff walked to nearby middle or elementary schools to wait in gymnasiums until officers decided it was safe to return.

Police have been assisted by the sheriff's department, fire department, ambulance crews, U.S. Border Patrol agents, U.S. Forest Service officers and explosive-sniffing dogs from Spokane.

"It's very draining on our resources," Police Chief Steve Benkula said. "It takes us a minimum of two hours to clear a school of any possible bomb threat."

Investigations take much longer. Police interviewed 40 potential witnesses and suspects just for the first threat last fall, Benkula said.

The high school was closed for the rest of the day following the first two threats. In all, 13 hours of class time have been lost so far – time that will need to be made up before summer break, school officials said.

Students have lost patience with the bomb scares, Principal Kirk Hoff said.

"It was fun, I think, for the students the first day. But after an hour in a crowded gym and not really much to do, they were tired of that," Hoff said.

The teens have grown more restless this month as they lost the privilege of an open campus during lunch. The sanction is meant to pressure the student body to help put an end to the threats, Hoff said.

"We've just been ramping it up," he said. "The more bomb threats, the tighter it gets."

Anytime someone starts to make an announcement on the school intercom, students brace for another possible evacuation, said Bradley Thompson, 17, student body vice president. "It's at the point where it's kind of ridiculous," he said.

McKenzie MacDonald, 17, the junior class treasurer, said the disruptions are frustrating but have rallied students to be on the lookout for those responsible.

"A lot of people say, 'If I find out who it is, I'm going to report it for sure,'" MacDonald said. "There's really nobody out there to keep the secret if they find out who it is."

Student leaders organized a high school assembly earlier this month to emphasize how disruptive the threats have been and how critical it is to put an end to them.

"That was real impressive, and I think that probably helped," Benkula said.

Hoff said he admires the spirit the school is showing in the face of the threats.

"It's a great group of students. And they're looking for ways to constructively find the people who are doing it," he said.

"It's just a few misguided students, I think."

Get more news and information at [Spokesman.com](http://www.spokesman.com)

Swimming Lesson Sessions 2013

High School Graduation - June 1, 2013

Last Day of School - June 6, 2013

Pool Opens June 10, 2013

June 10 – June 16 No swimming lessons-week to organize and prepare lifeguards

Swimming Lessons Begin June 17, 2013

Session 1 June 17 – June 28

Break - No swimming lessons July 1 – July 5 (Possible Class)

Session 2 July 8 – July 19

Session 3 July 22 – August 2

Session 4 August 5 – August 16

Swimming Pool Hours 2013

Beginning June 10, 2013

Monday through Friday

12:00 noon to 1:00 p.m.	Adult Lap Swim
1:15 p.m. to 5:00 p.m.	Open Swim
5:15 p.m. to 6:30 p.m.	Family Swim

Saturdays and Sundays

12:00 noon to 1:00 p.m.	Adult Lap Swim
1:15 p.m. to 5:00 p.m.	Open Swim

Beginning June 17, 2013

Monday through Friday

8:00 a.m. to 9:00 a.m.	Adult Lap Swim
9:00 a.m. to 12:00 noon	Swim Lessons
12:00 noon to 1:00 p.m.	Adult Lap Swim
1:15 p.m. to 5:00 p.m.	Open Swim
5:15 p.m. to 6:30 p.m.	Family Swim

Saturdays and Sundays

12:00 noon to 1:00 p.m.	Adult Lap Swim
1:15 p.m. to 5:00 p.m.	Open Swim

Swim Lesson Registration Form

Forms must be returned to Bonners Ferry City Hall by Friday, June 7, 2013.

- Fill out one registration form for each child
- Must sign up at City Hall (Do Not Mail)
- Class openings will be filled on a first come first serve basis
- Switching classes is NOT allowed. Be sure of the session you need
- Only one session per child per summer

The pool maybe closed due to mechanical and weather issues. Notice of pool closures will be posted at the pool. Phone calls will NOT be made.

Make checks payable to: City of Bonners Ferry

	Session 1		Session 2		Session 3		Session 4	
	June 17- June 28		July 8- July 19		July 22- Aug. 2		Aug. 5 - Aug. 16	
9:00am	Lv2	Lv4	Lv3	Lv5	Lv1	Lv6	Lv2	Lv4
9:30am	Lv3		Lv1		Lv3		Lv1	
10:00am	Lv1	Lv5	Lv2	Lv4	Lv2	Lv5	Lv3	Lv6
10:30am	Lv2		Lv3		Lv1		Lv2	
11:00am	Lv3	Lv6	Lv3	Lv6	Lv3	Lv4	Lv1	Lv5
11:30am	Lv1		Lv2		Lv2		Lv3	

No lessons during the week of July 4th.
We will NOT call you with assignments.

Child's Name: _____

Parent/Guardian's Name: _____

Street Address _____

Child's Age(at the time of session:at least 4 years): _____

Phone Number: _____

Name of Emergency Contact: _____

Phone Number: _____

Are there any medical conditions that could affect your child's safety at the pool (asthma, allergies, seizures, diabetes, etc) Yes ___ No ___

If yes, please explain.

Columbia River Treaty Review Open Houses April-May 2013

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
April 8	9	10	11	12	13	14
		Open House 3-6 p.m. Northern Quest 100 N Hayford Rd. Spokane, WA				
15	16	17	18	19	20	21
	Open House 3-6 p.m. DoubleTree Lloyd Center 1000 NE Multnomah St. Portland, OR					
22	23	24	25	26	27	28
	Open House 4-7 p.m. Community Ctr/Vets Hall 504 South Chelan Wenatchee	Open House 4-7 p.m. Quality Inn 700 Port Dr, Clarkston, WA	Open House 4-7 p.m. Coulee Dam City Hall 300 Lincoln Ave. Coulee Dam, WA			
29	30	May 1	2	3	4	5
Open House 4-7 p.m. Port of Morrow 2 Marine Drive Boardman, OR				Open House-tentative 4-7 p.m. Arboretum-Garden View 1401 Arboretum Drive Yakima		
6	7	8	9	10	11	12
	Open House 4-7 p.m. Holiday Inn Express 4525 Convention Pl. Pasco, WA	Open House 3-6 p.m. Hampton Inn 495 S. Capitol Blvd. Boise, ID	Open House 3-6 p.m. Seattle Town Hall 1119 8th Ave. Seattle, WA			
13	14	15	16	17	18	19
Open House 4-7 p.m. Libby City Hall 952 E Spruce Street Libby, MT	Open House 4-7 p.m. Comm. Ctr/Panhandle Bank 414 Church Street Sandpoint, ID	Open House 4-7 p.m. RiverStone Lodge 6370 Hwy 93 North Eureka, MT	Open House 4-7 p.m. Kalispell Red Lion 20 N Main Street Kalispell, MT			

Columbia River Treaty Review 2014/2024



Many dams and reservoirs in the Columbia River Basin operate together under the Columbia River Treaty to manage flood risks and generate hydropower to benefit the Pacific Northwest. These river operations also support irrigation, fish and wildlife, recreation, water supply and navigation.

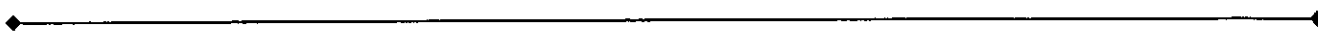
Join the Discussion Open Houses on the Future of the Treaty Recent Study Results

- ❖ Learn how federal agencies manage water in the Basin.
- ❖ Learn about the Columbia River Treaty, its history and its value.
- ❖ Discuss the potential future of the Treaty and the efforts underway to understand what change could mean to the region.

The U.S. Army Corps of Engineers and the Bonneville Power Administration will orient you to dam and reservoir operations and introduce this important Treaty between the United States and Canada. You can catch up and participate in the collaborative Treaty Review process to evaluate its future.

If you've followed Treaty Review over the past two years, come learn about the results of the latest round of analysis, called Iteration 2.

Open Houses are drop-in style with a few scheduled presentations. All participants are encouraged to share their opinions on the future of the Columbia River Treaty and provide input on the work advancing under Iteration 3. You also may have the opportunity to meet your regional representatives to the Treaty Review process.





Columbia River Treaty 2014/2024 Review

April-May 2013 Open Houses

Drop by anytime to meet with staff, view maps and study results,
participate in discussions and provide input

Washington

April 10 3-6 p.m. Northern Quest 100 N Hayford Rd. Spokane	April 24* 4-7 p.m. Quality Inn 700 Port Dr. Clarkston	April 25* 4-7 p.m. City Hall 300 Lincoln Ave. Coulee Dam	May 2 3-6 p.m. Seattle Town Hall 1119 8 th Ave. Seattle	May 7 4-7 p.m. Holiday Inn Express 4525 Convention Pl. Pasco
---	--	---	---	---

Oregon

April 16 3-6 p.m. DoubleTree Lloyd Center 1000 NE Multnomah St. Portland	April 29 4-7 p.m. Port of Morrow 2 Marine Drive Boardman	Idaho	May 14 4-7 p.m. Community Center/Panhandle Bank 414 Church Street Sandpoint
---	---	--------------	--

Montana

May 13* 4-7 p.m. City Hall 952 E Spruce Street Libby	May 15* 4-7 p.m. RiverStone Lodge 6370 Hwy 93 North Eureka	May 16 4-7 p.m. Kalispell Red Lion 20 N Main Street Kalispell
---	---	--

Visit

- **Interest Tables & Staff Available (will remain open through the presentations)**
 - Columbia River Operations and Treaty History
 - Treaty Review Purpose and Progress
 - Flood Risk Management
 - Hydropower and Canadian Entitlement
 - Ecosystems and the Environment
 - Additional interests (Irrigation, Navigation, Recreation*)

Learn and Participate

- **Presentations & Discussions**
 - Overview - approximately 30 minutes after start of each Open House
 - Recent Study Results and Upcoming Analysis - approximately 90 minutes after start

* The Corps and BPA will host a special session on Recreation after the second presentation at the Clarkston, Grand Coulee, Libby and Eureka meetings.

For information on the Columbia River Treaty 2014/2024 Review

Visit www.crt2014-2024review.gov

Email treatyreview@bpa.gov

Call the Bonneville Power Administration at 800-622-4519
or the Corps at 503-808-4510

News media inquiries: Please call 503-230-4328

Columbia River Treaty Review 2014/2024



Columbia River Treaty Review Update

If you can't read the links below, go to <http://www.crt2014-2024review.gov/>.

Thank you for your continued interest in the Columbia River Treaty Review. We would like to share some current news and links to more information. Please feel free to distribute this message and links to your friends, contacts and colleagues around the region.

Catching you up

We are continuing to move ahead in 2013 as technical modeling and analyses, along with policy discussions, are underway to help the U.S. Entity understand the implications of different approaches to the Columbia River Treaty between Canada and the United States after the year 2024. The results of this work will support a recommendation to the U.S. Department of State by the end of 2013.

Regional Involvement

The U.S. Entity has chosen to engage the region in the Treaty Review through two approaches: The Sovereign Review Team and stakeholder Listening Session.

Sovereign Review Team

Extensive regional involvement in Treaty Review began in 2010 with the formation of a Sovereign Review Team and Sovereign Technical Team. These teams (described in the sidebar) are now meeting at least monthly as they work collaboratively with the U.S. Entity on the Treaty Review, including policy and technical analyses and laying the groundwork for the recommendation on the Treaty's future.

Stakeholder Influence on Treaty Review

Staff members from the U.S. Entity also meet with stakeholder groups around the region. These include power utilities, navigation, flood risk managers, ecosystem interests, water supply groups, cities and counties. These groups provide technical assistance, background information and an "on the ground" working knowledge of the issues addressed through the Treaty Review process. If you would like a speaker to visit your group, please send a request to treatyreview@bpa.gov.

To see a list of [meeting summaries](#) of interest group presentations and discussion sessions held to date are posted on the Treaty Review web site at <http://www.crt2014-2024review.gov/>.

In addition to their collaboration and continuous communication with the Sovereign Review and Technical teams, the U.S. Entity also meets with Tribal representatives from throughout the region through Government-to-Government sessions, and with congressional staff and Department of State officials periodically throughout the process.

Listening Sessions Draw Out Interests

The U.S. Entity has hosted several stakeholder meetings, or “listening sessions,” over the past two years to gather input and understand perspectives. In combination with the interest group meetings, stakeholders have influenced the Treaty Review process by:

- Articulating their desired outcomes for Treaty Review. These were incorporated into the goals and planning for the analytical work.
- Offering issues and questions to be studied during development of the first round of alternatives analysis (Iteration 1).
- Commenting on the results of the Iteration 1 alternatives analysis and providing input for consideration in Iteration 2.
 - Click [here](#) for a list of reports and summaries.

The information and alternatives currently under consideration in Iteration 2 can be found on the Treaty Review web site, as well, and will be discussed at upcoming Open Houses (see [Calendar of Events](#)).

The Home Stretch

The first two phases of the three phases of Treaty analysis have now been completed. Technical teams have studied alternatives to determine “the art of the possible,” when it comes to future operations for Columbia River Treaty dams and U.S. dams and reservoirs that are authorized for flood risk management, hydropower generation and support the protection and enhancement of our ecosystem. The teams also examined how that focus on these three key elements influenced water quality, navigation, recreation, and water supply.

The next step is to take what we have learned in the first and second phases and, based on that knowledge, create a last set of alternatives that will hopefully capture the essential needs of the region. Your input into the development of this final phase of modeling comes at a critical juncture in the process. The U.S. Entity will host a series of open houses around the region in April and May to discuss the results of the latest round of modeling as well as get your thoughts and ideas for the third and last phase of modeling.

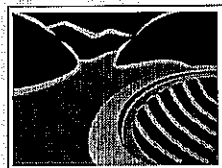
2014/2024 Columbia River Treaty Review

The Columbia River Treaty between the United States and Canada has provided significant flood risk management and power generation benefits to both countries over the decades and has served as a model of international cooperation since 1964. The Administrator of the Bonneville Power Administration and the Division Engineer of the Northwestern Division, U.S. Army Corps of Engineers, form the U.S. Entity, which is responsible for implementing the Treaty on behalf of the United States.

The year 2024 is significant for the Treaty for several reasons. First, it marks the end of sixty years of pre-paid reservoir space for flood risk management from Canada. Second, either Canada or the United States can terminate most of the provisions of the Treaty any time on or after Sept. 16, 2024, with a minimum 10 years’ written advance notice. The U.S. Entity is conducting a multi-year effort to study the potential value to the United States of continuing or modifying provisions in the Treaty. This effort is called the Columbia River Treaty 2014/2024 Review. The review will result in a recommendation on the future of the Treaty from the U.S. Entity to the U.S. Department of State by the end of 2013. This provides time for the Department of State time to consider providing notice to Canada by 2014.

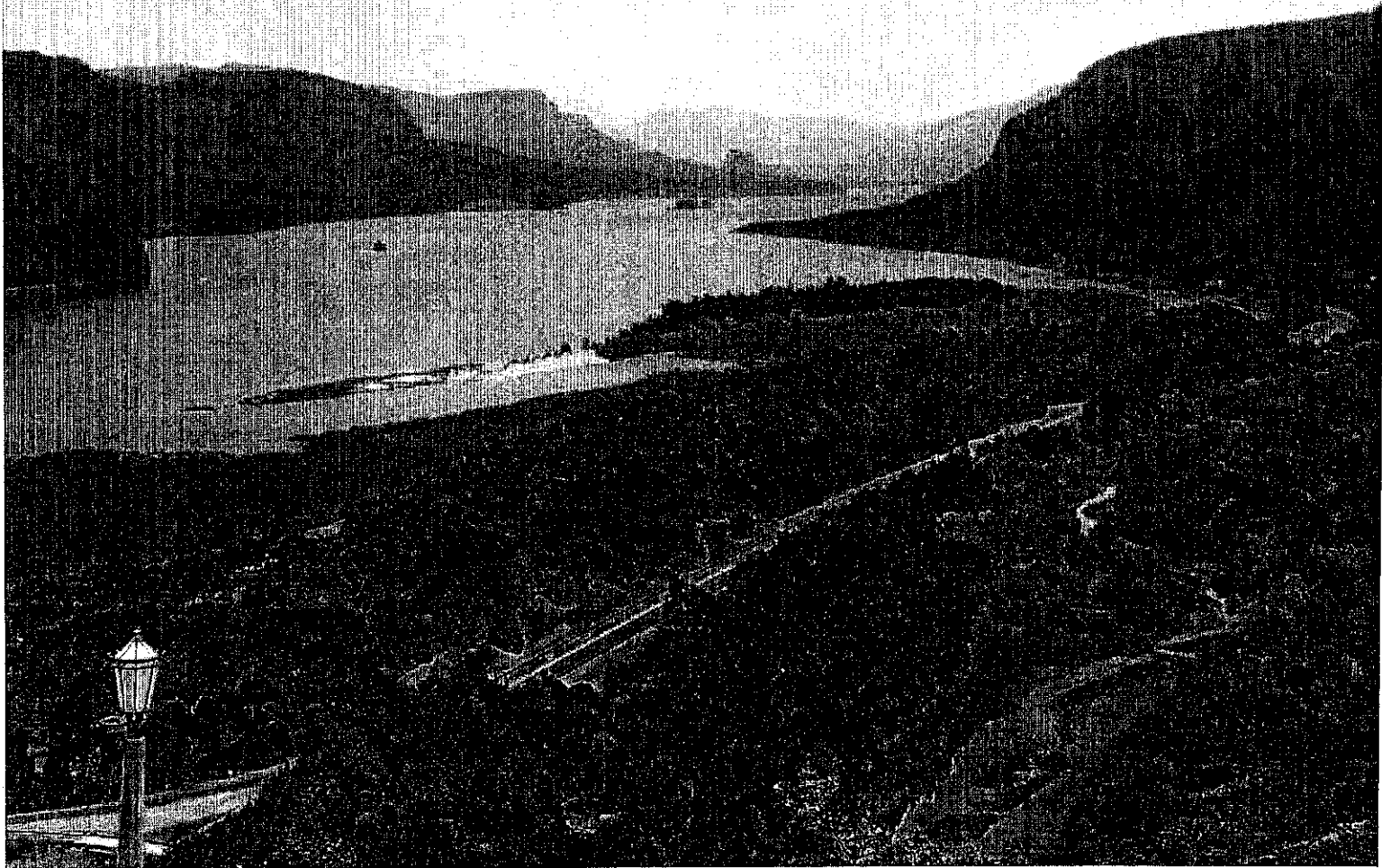
Integral to the Treaty Review is the Sovereign Review Team, a group of regional sovereigns including representatives of the four Northwest states, 15 tribal governments and 11 federal agencies. Supporting the Sovereign Review Team is the Sovereign Technical Team, responsible for completing the technical work that informs the Sovereign Review Team and the U.S. Entity. Sovereign Review Team members were appointed to represent stakeholder interests.

Click [here](#) for the [SRT roster](#). You may contact your representative with any questions about Treaty Review.



Columbia River Treaty

History and 2014/2024 Review



The Columbia River Treaty between the United States and Canada has served as a model of international cooperation since 1964, bringing significant flood control and power generation benefits to both countries. Either Canada or the United States can terminate most of the provisions of the Treaty any time on or after Sept. 16, 2024, with a minimum 10 years' written advance notice. The U.S. Army Corps of Engineers and the Bonneville Power Administration, the agencies responsible for implementing the Treaty for the U.S., are conducting a multi-year effort to study post-2024 Treaty provisions. This effort is called the 2014/2024 Columbia River Treaty Review.

History of the Treaty

The Columbia River, the fourth largest river on the continent as measured by average annual flow, generates more power than any other river in North America. While its headwaters originate in British Columbia, only about 15 percent of the 259,500 square miles of the Columbia River Basin is actually located in Canada. Yet the Canadian waters account for about 38 percent of the average annual volume, and up to 50 percent of the peak flood waters, that flow by The Dalles Dam on the Columbia River between Oregon and Washington.

In the 1940s, officials from the United States and Canada began a long process to seek a joint solution to the flooding caused by the unregulated Columbia River and to the postwar demand for greater energy resources. That effort culminated in the Columbia River Treaty, an international agreement between Canada and the United States for the cooperative development of water resources regulation in the upper Columbia River Basin. It was signed in 1961 and implemented in 1964.

Hydroelectric Development on the Columbia River

Hydroelectric development of the Columbia River in the United States began with the construction of Rock Island Dam in central Washington, completed in 1932. A year later, the U.S. government began construction of Bonneville and Grand Coulee dams. These massive public works projects brought thousands of jobs, giving the region a much needed economic boost during the Great Depression. Bonneville Dam primarily provided power generation and navigation, while Grand Coulee provided flood control, irrigation and power.

When the Grand Coulee power plant came into service in 1942, there was little demand for the electricity. But the low-cost power available in the Northwest was soon used to attract manufacturing industries supporting the World War II effort, and support communities such as Vanport, Ore., just north of Portland, which housed shipyard workers. In addition, the economy and population of the Pacific Northwest grew rapidly during the postwar period. This growth spurred the construction of a number of federal and nonfederal dams on the Columbia mainstem and its tributaries.

However, these new projects did not and could not adequately address flooding concerns since they provided little storage. In 1948, a spring flood caused major damage from Trail, British Columbia, to Vanport, Ore. Vanport, the second largest city in Oregon at that time, was completely destroyed. The flood displaced 30,000 people from their homes and caused more than 50 deaths. The magnitude of the flood event served as a trigger for action and added a sense of urgency to international discussions of flood control. The United States and Canada collaborated to identify a preferred method – a coordinated development plan – that would address Columbia River Basin flooding and meet the region's increasing demands for energy.

International Joint Commission Studies

In 1944, the United States and Canada asked the International Joint Commission, an organization formed by both countries under the 1909 Boundary Waters Treaty, to investigate development of Columbia Basin water resources in Canada. The Commission established the International Columbia River Engineering Board to conduct technical studies in the basin, an effort that received added impetus following the 1948 Vanport flood.



Vanport flood of 1948

The Columbia Basin study, which took 15 years to complete, investigated a number of different dam sites on the Columbia-Kootenay system above the U.S.-Canadian border, as well as alternative development plans. At the same time, the U.S. Army Corps of Engineers began updating its master resource plan, which had served as the basis for U.S. federal development on the Columbia River. Both studies recommended the development of upriver storage on the Columbia River and its tributaries to provide economic and flood control benefits to both countries.

In addition to the technical studies, the International Joint Commission recommended principles for determining and apportioning benefits from the cooperative use of storage. In developing the principles, the Commission recognized that developing and operating Canadian storage would help regulate water flows. The regulated flows would allow a greater amount of useable energy and a higher level of dependable capacity to be generated at downstream power plants than was possible without Canadian storage. This would ultimately enable the United States and Canada to serve greater power demands. At the same time, the regulation would greatly reduce peak

river flows during the spring runoff (snowmelt season) and provide significant flood protection to river basin occupants in both countries.

Negotiations

On Feb. 11, 1960, direct negotiations began between U.S. and Canadian representatives on the selection, construction and joint use of specific hydroelectric projects.

Talks proceeded rapidly and on Jan. 17, 1961, U.S. President Dwight D. Eisenhower and Canadian Prime Minister John Diefenbaker signed the Columbia River Treaty. It would be more than three years, however, before President Lyndon Johnson, Prime Minister Lester Pearson and Premier W.A.C. Bennett would meet on Sept. 16, 1964, at the International Boundary at Blaine, Wash., and Surrey, B.C., to acknowledge legislative ratification of the Columbia River Treaty and its Protocol, which amplified and clarified certain aspects of the Treaty.

Treaty Governance

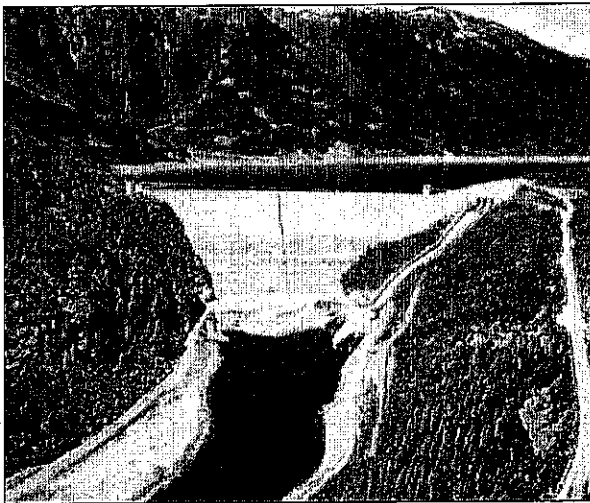
The Treaty called for two "entities" to implement the Treaty — a U.S. Entity and a Canadian Entity. The

U.S. Entity, created by the President, consists of the Administrator of the Bonneville Power Administration (chair) and the Northwestern Division Engineer of the U.S. Army Corps of Engineers. The Canadian Entity, appointed by the Canadian Federal Cabinet, is the British Columbia Hydro and Power Authority (B.C. Hydro).

The Treaty also established the Permanent Engineering Board (PEB), set up by the two governments to monitor and report on the results being achieved under the Treaty. Additionally, the board assists in reconciling differences concerning technical or operational matters that may arise between the Entities. The U.S. Secretaries of Army and Energy each appoint a PEB member and the governments of Canada and British Columbia each appoint a Canadian member.

Treaty Implementation

A main component of the Treaty called for Canada to develop reservoirs in the higher reaches of the Columbia Basin sufficient to provide 15.5 million acre-feet of water storage. To do this, Canada built three dams: Duncan (1968), Hugh Keenleyside (also



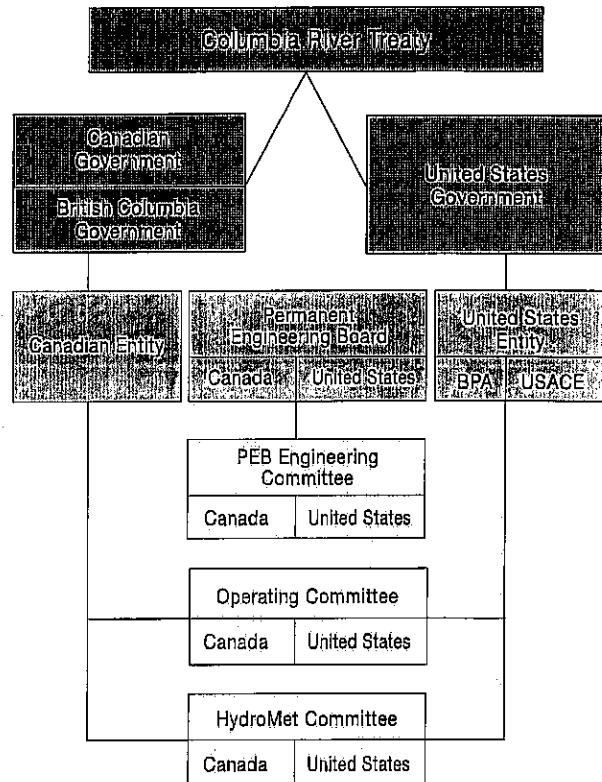
Mica Dam



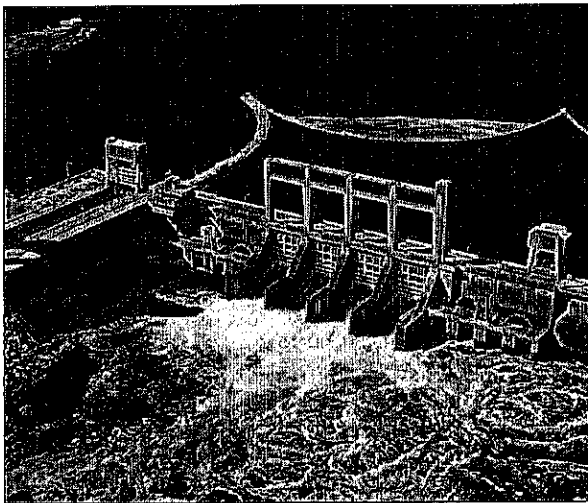
Duncan Dam

referred to as Arrow) (1969) and Mica (1973). The Treaty also allowed the United States an option to build Libby Dam on the Kootenai River, a tributary of the Columbia River, in Montana. Construction on Libby Dam, whose reservoir Lake Koocanusa backs 42 miles into Canada, began in 1966 and was completed in 1973. Together, these four dams more than doubled the storage capacity of the Columbia River Basin at the time.

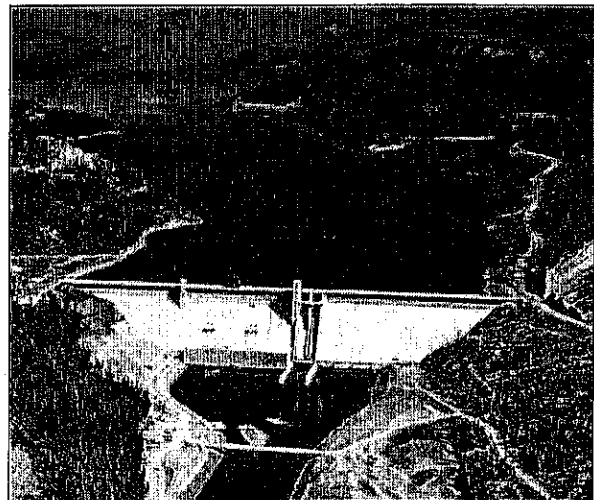
The Columbia River Treaty also requires the United States and Canada to prepare annually an Assured Operating Plan for the operation of Canadian Treaty storage six years in advance of each operating year. The Assured Operating Plan is developed to meet flood control and power objectives, the only recognized purposes for project operation when the Treaty was signed, and to define the amount of Canadian Entitlement to downstream power benefits to be delivered for that year. The Treaty allows the Entities the option to develop Detailed Operating Plans that may produce results more advantageous to both countries than the Assured Operating Plan. This permits the Entities to include fishery and other non-power objectives that provide mutual benefits. The Assured



Operating Plan and the Detailed Operating Plan form the basis for the operating rule curves for Treaty



Keenleyside Dam



Libby Dam

projects in Canada. They provide the projected releases of water from those reservoirs crucial for coordinated system planning in the United States.

The Bonneville Power Administration markets power from the federal projects in the Columbia Basin in the United States, while the U.S. Army Corps of Engineers is responsible for the operation of its dams and oversees flood risk management and other multi-purpose uses of Corps projects. Under the provisions of the Treaty, B.C. Hydro is responsible for the operation of the three Canadian Treaty dams.

Payment for Benefits

Sharing the benefits of cooperative water management was an integral part of the Treaty's design. The principle applied in the Treaty was to share these benefits equally. Thus, for flood control, Canada was to be paid 50 percent of the estimated value of U.S. flood damages prevented. Instead of receiving an annual payment for the flood control benefits, Canada elected to receive lump sum payments totaling \$64.4 million when each of the three Canadian dams became operational. The \$64.4 million payment was for flood control benefits through September 2024.

In exchange for providing and operating the Treaty storage projects for power, Canada also received an entitlement to one-half of the estimated downstream power benefits generated in the United States. Canada initially sold its share of this additional power, called the Canadian Entitlement, for \$254 million to a consortium of U.S. utilities for a period of 30 years. This agreement expired completely in 2003. Since then, the Canadian Entitlement power is delivered on a daily schedule to the Province of British Columbia at the U.S.-B.C. border for Canada's use or resale.

The initial \$254 million payment from U.S. utilities for downstream power benefits, together with the

\$64.4 million payment from the U.S. Government for flood control, helped fund the construction of the three Treaty dams in Canada.

Economic Impacts of the Treaty

The direct benefits of the Treaty in Canada and the United States include:

- On-site generation at Treaty dams (Mica and Keenleyside in British Columbia and Libby in Montana).
- Increase in dependable capacity at downstream projects in Canada and the United States from assured flows. (Dependable capacity is the load-carrying ability of a station or system under adverse conditions for a specified period of time.)
- Increase in firm energy and usable nonfirm energy at downstream projects in Canada and the United States. (Firm energy refers to the actual energy guaranteed to be available even in drought years. Nonfirm energy refers to all available energy above and beyond firm energy.)
- Flood damage reduction in both countries.
- Cash payments and entitlement power for Canada.

In addition, a number of other indirect economic benefits and developments were made possible by the Treaty. For example, other hydropower resources in both Canada and the U.S. Pacific Northwest may not have been developed without the Treaty. In British Columbia, Arrow Lakes Hydro project (2002), Revelstoke Dam (1984) and the Kootenay Canal plant (1975) were all made feasible by the streamflow regulation provided by upstream Treaty storage. In the United States, the Grand Coulee third powerhouse and expansion of most downstream project powerhouses were enabled by the Treaty.

The Intertie

Because the operation of the new Canadian dams created additional power in the United States, with a sizeable portion of the Canadian Entitlement to flow to California, the Pacific Northwest-Southwest Intertie, a system of high-voltage transmission lines that carries large amounts of electricity, was built. The Intertie ensured that the Canadian Entitlement could be exported or resold in the California market during the early years of the Treaty implementation, when British Columbia and the Northwestern United States had no need for the additional power. The Intertie remains a vital component of the western-connected grid, providing enhanced reliability and power trading benefits to western Canada and the western United States.

PNCA Agreement

The Treaty also spurred development of the U.S. Pacific Northwest Coordination Agreement (PNCA), which helps optimize the operation of Pacific Northwest projects to take advantage of improved water flows from Canada. Under this agreement, most Pacific Northwest hydropower projects operate as though they were owned by one utility, taking advantage of the regional diversity in stream flows and power loads, as well as the ability to optimize all reservoir storage operations to one power load. Eighteen parties, including the U.S. Army Corps of Engineers, the Bonneville Power Administration, the Bureau of Reclamation and the U.S. Entity are members of the PNCA. First signed in 1964, the agreement has been renewed once since then and is now referred to as the 1997 PNCA.

Future of the Treaty

Over the years, the Columbia River Treaty has provided significant benefits on both sides of the



border through coordinated river management. It remains the standard against which other international water coordination agreements are compared. The low electricity rates enjoyed in the Pacific Northwest and British Columbia are due primarily to coordination benefits provided by the joint development and operation of hydroelectric projects within the Columbia Basin and the Intertie – all made possible by the Columbia River Treaty.

Either Canada or the United States can terminate most of the provisions of the Treaty any time on or after Sept. 16, 2024, with a minimum 10 years' written advance notice. Unless it is terminated, most of the provisions of the Treaty continue indefinitely. The terms for flood control under the Treaty, however, will change automatically in 2024. After 2024, Canada will still be required to provide some operations for flood control in the United States whether or not the Treaty is terminated. However, the United States will be required to provide additional reimbursement to Canada for their lost power

benefits and operational costs due to the requested flood control operations. If the Treaty is terminated, the United States will no longer be obligated to pay Canada its entitlement to one-half of the downstream power benefits realized in the United States.

Treaty Players and Decision Makers

While the U.S. and Canadian Entities were given broad discretion to implement the Treaty, they are not authorized to modify or terminate the Treaty. Any negotiations and outcomes of post-2024 Treaty issues will be handled by the U.S. and Canadian governments. Therefore, the Entities are closely coordinating with their respective governments on the future of the Treaty. In the United States, the U.S. Department of State assists the U.S. government in foreign relations matters and is primarily responsible for international negotiations. The President of the United States and the U.S. Senate, with their constitutional authority over international treaties, also may have a role in making the decisions concerning the Treaty.

In Canada, international treaties are the prerogative of the executive branch of the federal government. In some cases, a treaty may be ratified by parliamentary resolution. The Canada-B.C. agreement requires Canada to obtain the agreement of the Province of British Columbia before Canada issues a terminating notice for the Treaty.

2014/2024 Columbia River Treaty Review

The Columbia River Treaty between Canada and the United States has brought significant flood control and power benefits to both countries for over 40 years. Since the Treaty was signed, however, circumstances in both countries have changed in areas influenced by hydro operations in the Columbia Basin, such as fish

and wildlife, recreation, cultural resources, irrigation, navigation and water supply. Before studying these additional interests, it is important for both countries to first understand the implications of continuing or terminating the Treaty for the original components of the Treaty, power and flood control.

The Entities currently are conducting joint technical studies designed to begin developing baseline information to help understand what power and flood control operations might look like after 2024 with and without the Treaty. This joint effort has been named the 2014/2024 Columbia River Treaty Review, Phase 1. These initial studies will also help in planning further analyses and are not designed to establish future strategic direction or policy.

Phase 1 of the Review should be completed in late 2009, at which time the Entities will release a joint report presenting the study results. Once these initial studies are done, the U.S. Entity and the State Department will work together to coordinate next steps, including developing the appropriate level of consultation and involvement with other U.S. parties such as affected states, tribes, utilities and other stakeholders.

This publication on the history of the Treaty and the 2014/2024 Columbia River Treaty Review was developed to inform you of issues surrounding the Columbia River Treaty. It is published by the Bonneville Power Administration and the U.S. Army Corps of Engineers. For more information, call the Bonneville Power Administration at (503) 230-3000 or the U.S. Army Corps of Engineers at (503) 808-4510.



**US Army Corps
of Engineers**



Revised February 2009

MEMORANDUM

From: Bonners Ferry Urban Renewal Agency
To: The City of Bonners Ferry
Date: March 18, 2013
RE: Year-end Recap

Introduction:

The year 2012 was an incredibly successful one for the City of Bonners Ferry, and it was the result of the teamwork between the city and the Urban Renewal Agency (BFURA). This recap for the year should serve as a reflection of the important projects that have and will continue to come to the city in the future as public/private partnerships are developed.

Projects in Place:

With the execution by the parties to their Project Specific Owner Participation Agreement (PSOPA), the construction of the Super One store on Highway 95 was completed in late June. With the creation of over 80 new jobs it signaled a new direction for the city and its economic future. With the URA offering to reimburse a portion of the project's public infrastructure costs, from future tax increment paid by the developer, the project proceeded at an uncommon pace. By opening in mid-year the project was added to the tax rolls for six months. Along with first-time personal property taxes from throughout the URD, around \$17,000 in tax increment has come to the Agency so far 2013. It will be used to repay the City of Bonners Ferry for their contribution to the start up and continuing operation of the URA. Future increment will also be available for the initial reimbursement to the developers. John Austin has said that of the ten URDs he has helped to form in north Idaho since 1997 this was the fastest any increment has occurred. That again is the result of the cooperation between the city and the URA to create the district last year, and the support of the city toward the operation of the Agency.

Pending Projects:

- 1 Development of properties owned by the Kootenai Valley Preservation League (KVPL) is in the planning stage near the Super One store. Also resulting from a PSOPA on the project, additional jobs would be created as a retail center is anticipated in the future.

2. Mr. Sims and Mr. Austin have met twice with Ryan Fobes of Idaho Forest Group (IFG) at his office in Chilco. IFG desires to sell its large riverfront parcel south of the fairgrounds and is willing to work with the URA to accomplish it. Mr. Austin has contacted a local developer who may have interest in the property and has met with the owner of the parcels for sale. In addition, Tony Vilelli has potential developers who may have an interest in the property. Mr. Sims and Mr. Austin met with Mr. Vilelli on the property in October to discuss possible development opportunities.

Summary:

With the successful opening of the Super One store in 2012, the economic future of Bonners Ferry, as envisioned by the city and URA during its creation the year before, has seen a fast start. Potential projects on two other large parcels in the district in 2013 will further that momentum. The latter projects reflect well on the city's decision to include them during the creation of the district and leaves the agency with many options in the future on possible OPAs with the developers.

The city of Bonners Ferry has become a model of success for small town URAs and is a testament to what can be accomplished when a city and its Agency work together. To that end, the BFURA is proud to have been a part of it and we look forward to the bright future of the city.

Attached please find a financial recap, including the Balance Sheet and Calendar Year revenues and expenditures as of December 31, 2012.

Respectfully Submitted,

Mike Klaus, Chairman, BFURA

Bonners Ferry Urban Renewal Agency
Budget to Actual
For the Twelve Months of the Calendar Year Ended December 31, 2012
(Estimated and Unaudited)

	<u>Year-to-Date</u>	
<u>Income:</u>		
Advance - Super One	\$ 4,000.00	
Advance - KVPL	<u>1,000.00</u>	
 Total Income		<u>\$5,000.00</u>
 <u>Expenditures:</u>		
Accounting/Admin	\$ 2,400.00	
Urban Renewal Plan	5,000.00	
Professional: Legal	2,575.00	
Office Expense	<u>358.63</u>	
 Total Expenditures		<u>\$10,333.63</u>
 Excess (Shortfall)		<u><u>(\$5,333.63)</u></u>

Bonners Ferry Urban Renewal Agency
 Balance Sheet
 For the Calendar Year Ended December 31, 2012
 (Unaudited)

Assets:

Cash on Hand		\$1,325.64
Total Accounts Receivable		_____
Total Assests		\$1,325.64

Liabilities:

Accounts Payable		
City of Bonners Ferry	\$10,722.96	
PAC/Misc. Sept. - December	1,225.00	
Total Accounts Payable		\$11,947.96
Beginning Fund Balance - October 1, 2012	(\$10,722.96)	
Unapplied Revenues - December 31, 2012	100.64	
Fund Balance and Unapplied Revenue		(10,622.32)
Total Liabilities and Unapplied Revenue		\$1,325.64

Kris Larson

From: Leona Kuwana [leona@idprima.org]
Sent: Wednesday, March 20, 2013 2:27 PM
To: kl Larson@bonnersferry.id.gov
Subject: PRIMA Spring 2013 Training Announcement

Dear Kris Larson;

Please circulate this information to the appropriate individuals in your agency.

Idaho PRIMA (Public Risk Management Association) presents:

PRIMA SPRING 2013 TRAINING

Session 1 – The Role of the Risk Manager and Insurance Responsibilities

DATES AND LOCATIONS:

April 30, 2013 - Best Western Vista Inn, 2645 Airport Way, Boise, Idaho

May 1, 2013 – Clarion Inn, 1399 Bench Road, Pocatello, Idaho

May 3, 2013 – Best Western University Inn, 1516 Pullman Road, Moscow, Idaho

TRAINING AGENDA:

Training at 9:00am to 4:00pm

Registration Sign-in at 8:30am to 9:00am

Session 1 Topics:

Essential Tools for Risk Managers: Discover Training and Resource Opportunities

Insurance – Because Things Go Wrong: Understanding Your Policies and Coverage

Claims – It's Gone Wrong! Now What?

How to Keep Your Agency Out of Trouble

And More...

Lunch and break refreshments are included in the meeting

REGISTRATION:

Register at <http://www.idprima.org/register>

\$35 per person payable to Idaho Chapter of PRIMA, PO Box 15298, Boise, ID 83715

Registration deadline 5 business days prior to event

CANCELLATIONS:

Cancellations must be received in writing 5 business days prior to training. Send cancellation requests to PRIMA, PO Box 15298, Boise, ID 83715 or email

leona@idprima.org

Data For DoE Report
Year 2012

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Totals
Generated	1,461,330	1,449,590	2,961,830	2,966,870	3,109,800	3,226,830	3,070,790	2,271,380	1,467,350	1,474,650	2,808,470	2,786,940	29,055,830
Purchased	5,358,130	5,086,055	3,887,290	2,204,280	1,746,190	1,644,180	1,875,000	2,741,470	198,600	5,296,440	3,503,520	4,556,940	38,097,995
Used	7,196,800	6,523,325	6,497,380	5,408,930	4,990,133	4,763,150	5,084,270	5,162,090	4,672,200	5,706,450	6,276,740	7,157,760	69,429,228
Peak non-coincident													
2012	14,015	13,635	12,585	12,045	10,250	10,740	6,310	10,670	10,230	11,590	12,990	13,500	14,015
2011	14,980	14,810	12,680	8,500	10,080	9,460	9,460	9,990	9,520	11,290	11,870	13,170	14,980
2010	11,130	10,960	12,230	11,260	11,220	10,210	10,730	10,460	10,520	10,790	14,740	14,410	
2009	16,204	14,433	16,282	15,033	8,940	10,288	9,310	11,850	15,550	16,700	13,910	17,640	
2008	17,375	13,984	12,624	11,259	9,997	7,635	8,609	11,506	11,395	12,523	13,992	17,041	
2007	13,668	13,261	11,086	10,056	8,443	9,173	10,005	8,712	7,371	7,386	10,546	10,440	
2006	12,447	11,891	12,625	11,188	11,125	10,643	10,763	10,248	9,473	11,915	13,729	13,702	
2005	14,263	13,164	11,825	10,508	9,920	9,822	9,639	10,083	10,077	10,832	12,418	14,606	
2004	15,796	12,935	11,780	10,011	9,397	9,029	9,413	9,641	9,647	11,169	11,805	12,477	
avg	14,483	13,180	12,642	10,977	9,815	9,533	9,741	10,311	10,444	11,576	12,876	14,186	11,647
max	17,375	14,810	16,282	15,033	11,220	10,643	10,763	11,850	15,550	16,700	14,740	17,640	17,640
Winter oct-mar			14,980	Peak kw									
Summer apr-sep			10,080	Peak kw									

Cap. Factor 66%

Lighting energy usage calculations

lights	680	avg watts	110	avg hours	10	usage kwh	273,020
Lighting energy usage calculations	680	avg watts	110	avg hours	10	usage kwh	273,020
Losses							3,109,815

Loss Calculation = ("system use" - lighting - sold) / system use

system use	lighting	lost including lights	Losses
69,429,228	273,020	66,319,413	3,109,815

Loss History

Year	losses mwh	usage mwh	percent	rolling 5 yr avg
2012	3,110	69,429	4.48%	5.29%
2011	3,000	69,369	4.32%	5.99%
2010	2,905	68,218	4.26%	6.33%
2009	5,476	70,679	7.75%	5.77%
2008	4,253	70,096	6.07%	4.71%
2007	3,327	68,529	4.85%	4.63%
2006	6,033	69,333	8.70%	4.36%
2005	1,055	71,556	1.47%	4.11%
2004	1,706	69,061	2.47%	5.59%
2003	4,136	73,355	5.64%	6.71%
2002	2,725	77,920	3.50%	6.54%
2001	5,261	70,509	7.46%	6.62%
2000	7,167	80,890	8.86%	6.40%
1999	7,396	91,437	8.09%	5.57%
1998	3,501	73,336	4.77%	
1997	2,957	75,600	3.91%	
1996	4,948	77,961	6.35%	
1995	3,632	77,000	4.72%	
avg			5.43%	

* losses 95-06 from previous reports

Totals	Dollars	KWH	# Customers	\$/kwh
Residential	\$ 1,835,750	23,633,368	1914	\$ 0.0777
Commercial (6.7, 10, 11, 12)	\$ 1,536,829	24,375,495	659	\$ 0.0630
Industrial (8.9)	\$ 914,432	18,037,531	20	\$ 0.0507
Note: Assume 1/2 usage in prior month to match BPA actual month reads				
total \$	\$ 4,287,010			
total kwh	66,046,393			
average kw	7,540			
Residential average kw	1,410	Residential average \$		\$ 79.93
Commercial average kw	4,222	Commercial average \$		\$ 194.34
Industrial average kw	102,954	Industrial average \$		\$ 3,810.13