

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

Bonnors 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
July 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

Patty Branson, Chamber of Commerce – Visitor Center Rent

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 June 4, 2013, June 10, 2013, June 18, 2013 and June 26, 2013 Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. City – Discuss Chamber of Commerce Rent for Visitor Center
6. City – Approve Beverage License Transfer for Pizza Factory Pending Receipt of State License (attachment)
7. City – Approve Parade Permit for 4th of July Parade (attachment)
8. City – Approve Fireworks Permit for 4th of July (attachment)
9. City – Approve 4th of July Volunteers (attachment)

10. Electric – Authorize Mayor to Sign Bonneville Power Administration Portal Agreement (attachment)
11. Street – Authorize Mayor to Sign Contract with Rich Brown for Kootenai Street Repair (attachment)
12. Water – Authorize Mayor to Sign Change Order #1 for Highway 95 South Waterline Project (attachment)
13. Water – Authorize Mayor to Sign Pay Request #2 and USDA Control Sheet for Payment to Accelerated Excavation and Construction and Welch Comer (attachment)
14. Electric – Approve Net Metering Policy Revision (attachment)
15. Electric – Approve Purchase of Handheld Meter Reading Device, 360 Radio Read Electric Meters, and Upgrade the MC Lite (attachment)
16. City – Approve Hire of Employee for Visitor Center Cleaning
17. Police – Discuss USDA Grant for Police Vehicle
18. City – Discuss Employee Meetings

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

19. City – Boundary County Memo Dated 6-24-13 RE: Closure of Deep Creek Loop (attachment)
20. Electric – Bonneville Power Administration Conservation Report (attachment)
21. Electric – Columbia River Treaty Draft Comments (attachment)

No. 2013-18

City of Bonners Ferry

2013

RETAIL ALCOHOLIC BEVERAGE LICENSE

THIS IS TO CERTIFY THAT Pizza Factory, Inc doing business as Pizza Factory,
is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated,
the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor
within the corporate limits of the City of Bonners Ferry, Idaho.

| | |
|-----------------------------|--------------|
| On Premises LIQUOR | 000.00 |
| BEER: Container Only | 00.00 |
| Draft/Container | 000.00 |
| WINE | 000.00 |
| Off Premises | |
| BEER: Container | 00.00 |
| WINE | 000.00 |
| Transfer Fee- Beer and Wine | 50.00 |
| TOTAL FEE \$ | 50.00 |

APPROVED: _____

Mayor

ATTEST: _____

Clerk

Date

THIS LICENSE EXPIRES DECEMBER 31, 2013

This License Must Be Conspicuously Displayed

RECEIVED

JUN 25 2013

CITY OF BONNERS FERRY



CITY OF BONNERS FERRY

7232 Main Street

P.O. Box 149

Bonnors Ferry, Idaho 83805

Phone: 208-267-3105 Fax: 208-267-4375

ALCOHOL BEVERAGE LICENSE APPLICATION

New License

Transfer

Year 2013

Renewal

Applicant: PIZZA FACTORY, INC. Business Phone: 800-654-4840

Business Name: PIZZA FACTORY

Business Address: 6637 FRY ST. BONNERS FERRY 83805

Mailing Address: P.O. BOX 989, OAKHURST CA 93644

ON PREMISES:

HARD LIQUOR:

() 375.00

Transfer Fee

() 50.00

50.00

BEER:

Container Only

() 75.00

Draft and Container OR

Draft Only

()

100.00

WINE:

() 100.00

Transfer Fee: Beer and Wine

() 50.00

OFF PREMISES:

BEER:

Container

() 25.00

Keg

() 100.00

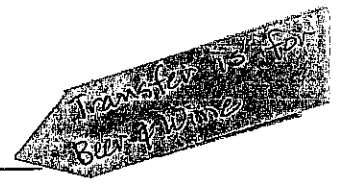
WINE:

()

100.00

TOTAL

50.00



Please submit copies of your State and County Alcohol Beverage Licenses along with a check made out to: *The City of Bonners Ferry*; or mail to: *PO Box 149, Bonners Ferry, Idaho 83805* before the issuance of your license upon

approval of city council.

6-20-2013

Date of Application

Robert R. Rwei

Applicant Signature

City of Bonners Ferry
Parade Permit Request

RECEIVED

JUN 21 2013

CITY OF BONNERS FERRY

Applicant: City of Bonners Ferry
(Organization)

Are you a non-profit: Govt. If yes, non-profit # _____

Do you have insurance for this event: yes Policy: _____

Address: _____

Purpose: July - Fourth Celebration

Parade Date: 7-4-2013 Time: 5:00 PM

Describe parade route & include sketch: From fairgrounds east on Bonner
South on Main to Arizona. Those wishing to return to fairgrounds
will turn west on Arizona. Others may turn east and depart parade

* No throwing candy or items from other vehicles (must be handed out)

* No sirens during parade

* No-debris left on street. If animals are to be in the parade there must be someone designated to follow and clean up after them.

Special conditions: _____

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

Signature: [Signature] Title: organizer Phone: 946 9579

Date of request: 6-21-2013 (minimum of 30 days advanced notice required.)

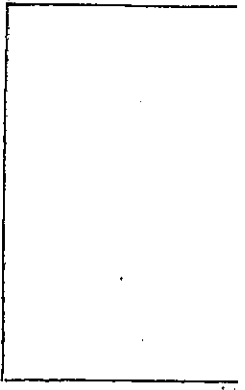
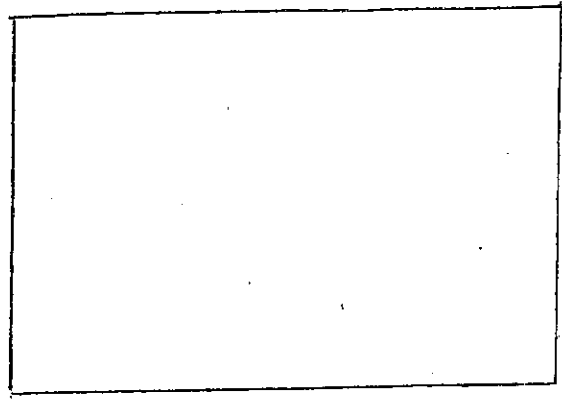
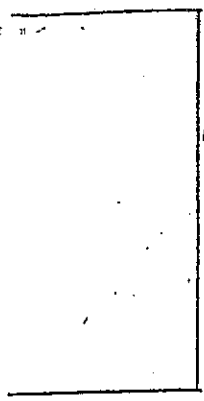
Approved: Chief of Police: [Signature] Date: 6-26-13

Mayor: _____ Date: _____

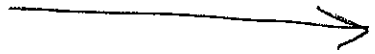
Fees Paid:

Special Event Fee \$35.00 Waived X Paid _____ Date: _____

Cleanup Fee \$100.00 Waived X Paid _____ Date: _____



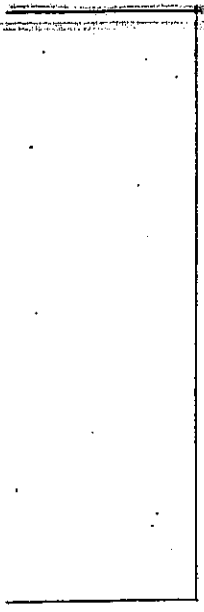
TO FAIRGROUNDS →



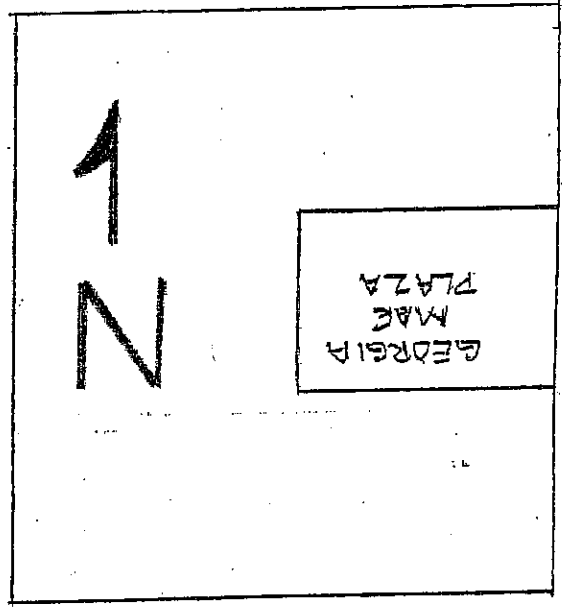
BONNER STREET



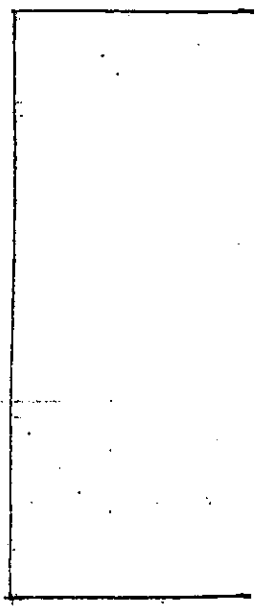
MAIN STREET



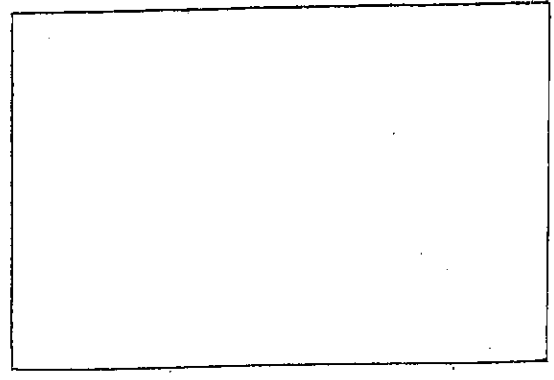
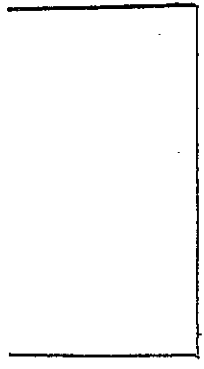
FIRST STREET



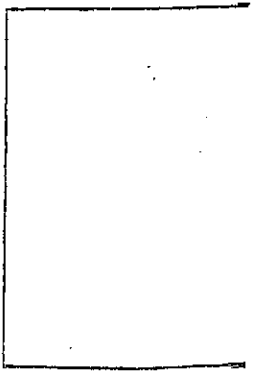
GEORGIA
MAE
PLAZA



KOOTENAI STREET



ARIZONA STREET



HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

*** INITIAL EACH PARAGRAPH, SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION***

*** PLEASE RETAIN A COPY FOR YOUR RECORDS ***

ACTIVITY: July - Fourth Parade 2013

CL In consideration for being permitted by the City of Bonners Ferry, Idaho to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge and indemnify, in advance, the City of Bonners Ferry, Idaho (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the City of Bonners Ferry, Idaho (its officers, employees or agents).

CL I further agree that this hold harmless agreement further binds any corporation, person and/or entity which I may own, represent or be an agent for, throughout the activity, to include preparation and conclusion activities. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees and all members of my family

CL I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release, indemnify and hold harmless the City of Bonners Ferry, Idaho (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

CL I further agree to indemnify and to hold the City of Bonners Ferry, Idaho (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

CL I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE CITY OF BONNERS FERRY, IDAHO, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL. (Each participant / vendor must personally sign).

SIGNATURE: Gary Leonard DATE: 6-21-2013

PRINT NAME: Gary Leonard ADDRESS: 156 Peckham Bluff LN

TELEPHONE # 946 9579

FIREWORKS PERMIT

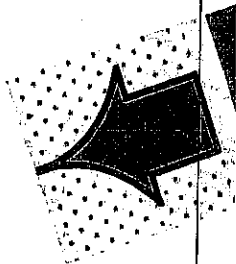
This permit is issued to
The City of Bonners Ferry/
Boundary County,
governmental organizations,
for the public display of
fireworks on July 4, 2013 at
the Boundary County
Fairgrounds.

Dated this 2nd day of July, 2013.

David Anderson, Mayor

Attest:

Kris Larson, City Clerk



building or within one hundred (100) feet of the nearest fuel dispensing device.

(2) A stand shall meet the minimum structural stability requirements for temporary buildings as required by applicable local building codes. If no local building codes have been adopted, applicable state codes may be used.

(3) A stand shall meet the minimum requirements for temporary buildings for all lighting circuits or other electrical equipment used in conjunction with the operation of the stand as required by applicable local building codes or, if no local building codes have been adopted, by applicable state codes.

(4) A stand shall have two (2) exits, each a minimum of thirty (30) inches wide at each end of the stand or as near the ends as is practical in a mobile home conversion. One (1) additional door is required for each thirty-two (32) feet of rear wall in excess of thirty-two (32) feet. All doors shall open outward from the stand and shall be kept unlocked and unlatched during the hours of operation and free and clear of supplies and materials at all times.

(5) A stand shall have at least two (2) fire extinguishers with a 2A minimum rating, in good working order, with a current inspection tag in place, placed near the exits in a visible and readily accessible manner.

(6) "No smoking within 25 feet" signs shall be prominently displayed on all four (4) sides of the stand. Smoking shall not be permitted inside the stand.

(7) A stand shall not be erected before May 5 nor remain up after July 20 for the first sales period; nor shall it be erected before December 7 or remain up after January 16 for the second sales period. The premises on which the stand is erected shall be cleared of all structures and debris no later than July 20 or January 16, respectively.

(8) The fireworks stand operator shall not permit the discharge of fireworks within twenty-five (25) feet of the stand.

(9) The stand operator shall not allow any rubbish to accumulate in or around the stand causing a fire nuisance.

(10) Only noncombustible waste containers shall be permitted within the stand.

(11) Fireworks shall not be left in the stand when it is not open for business unless the stand is locked or secured. If fireworks are not stored in the stand, they shall be stored in compliance with section 39-2608, Idaho Code.

(12) Notice as provided by the authority having jurisdiction cautioning each person purchasing fireworks of the prohibitions, liabilities and penalties incorporated in this chapter shall be posted at all retail locations.

Location and Address of the Temporary Fireworks Stand. NA

Date Inspected, _____

Signed By _____

IDAHO STATUTES TITLE 39 HEALTH AND SAFETY CHAPTER 26 FIREWORKS
39-2609. GENERAL PROHIBITIONS. It shall be unlawful for any person,
except in compliance with this chapter, to

- (1) Alter any fireworks;
- (2) Throw any fireworks from, into, or at a moving vehicle or at any person;
- (3) Sell or use any fireworks at any time not permitted under this chapter;
- (4) Use fireworks in any area that constitutes a severe fire threat based on the vegetative conditions during the current fire season as determined by the county commission or authority having jurisdiction, provided that notice of such areas is given in advance.

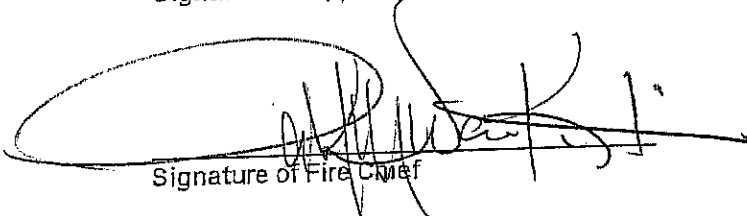
IDAHO STATUTES TITLE 39 HEALTH AND SAFETY, CHAPTER 26 FIREWORKS 39-2613. PENALTIES -- INJUNCTIONS. Any person violating the provisions of this chapter or any rules issued hereunder is guilty of a misdemeanor. Notwithstanding the existence or use of any other penalty or remedy, any person who violates the provisions of this chapter or any of the rules promulgated pursuant to this chapter may, upon application to or with written consent of the authority having jurisdiction, be enjoined in the manner provided by law from continuing the violation. Fireworks being used in violation of this chapter may be confiscated by the authority having jurisdiction.

Yes I have received, read, and understand the IDAHO STATUTES TITLE 39, CHAPTER 26, and The CITY OF BONNERS FERRY ORDINANCE 349, as provided and which are part of this Application.



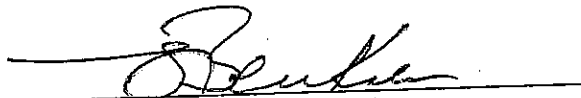
Signature of Applicant

6-21-2013
Date



Signature of Fire Chief

6.21.2013
Date



Signature of Chief of Police

6.26.13
Date

PLACE CITY OF BONNERS FERRY
FIREWORKS ORDINANCE HERE

Idaho Statutes

TITLE 39
HEALTH AND SAFETY
CHAPTER 26
FIREWORKS

39-2601. SHORT TITLE. This act shall be known and may be cited as the "Fireworks Act of 1997."

39-2602. DEFINITIONS. As used in this chapter, these terms shall have the following meanings

(1) "Authority having jurisdiction" means a city fire department if the area is within a city, or a fire protection district formed pursuant to provisions of the Idaho Code if the area is within a fire protection district, or the county commission if the area is not within a city or fire protection district.

(2) "Department" means the department of insurance, division of the state fire marshal.

(3) "Fireworks" means any combustible or explosive composition, or any substance or combination of substances, or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration or detonation. Fireworks include items classified as common or special fireworks by the United States bureau of explosives or contained in the regulations of the United States department of transportation and designated as UN 0335 1.3G or UN 0336 1.4G. The term "fireworks" shall not include any automotive safety flares, toy guns, toy cannons, caps or other items designed for use with toy guns or toy cannons, party poppers, pop-its or other devices which contain twenty-five hundredths (.25) of a grain or less of explosive substance.

(4) "Importer" means any person who, for any purpose other than personal use, or a use associated with a specific public display or other event permit, is the first receiver of any fireworks in this state.

(5) "License" means a nontransferable, formal authorization, issued by the department to engage in the acts of importing fireworks into this state or operating a wholesale fireworks business within this state.

(6) "Non-aerial common fireworks" means any fireworks such as ground spinners, fountains, sparklers, smoke devices or snakes designed to remain on or near the ground and not to travel outside a fifteen (15) foot diameter circle or emit sparks or other burning material which land outside a twenty (20) foot diameter circle or above a height of twenty (20) feet. Non-aerial common fireworks do not include firecrackers, jumping jacks, or similar products.

(7) "Permit" means an authorization given by the authority having jurisdiction pursuant to section 39-2604 or 39-2605, Idaho Code.

(8) "Special fireworks" means any fireworks designed primarily for display and classified as special fireworks by the United States bureau of explosives or designated as UN 0335 1.3G.

(9) "Wholesale" means sale of fireworks to a retailer or wholesaler.

39-2603. WHOLESALE AND IMPORT LICENSE REQUIRED. (1) A license shall be required for any person to import fireworks into this state or to operate a wholesale fireworks business in this state.

(2) Fireworks shall only be delivered in this state by a person with a valid wholesale or import license under the following circumstances

(a) (i) To a person with a valid sales tax seller's permit issued pursuant to section 63-3620, Idaho Code; and (ii) During a period beginning sixty (60) days prior to a date on which the retail sale or use of non-aerial common fireworks is authorized under this chapter; or

(b) To a person with a valid permit issued pursuant to section 39-2605, Idaho Code, within a reasonable time period before the display or event.

(3) Possession of a wholesale or import license does not authorize the holder of the license to sell non-aerial common fireworks at retail, but a wholesaler or importer may also hold a retail permit in compliance with the provisions of this chapter.

(4) Wholesale or import licenses shall be issued for a twelve (12) month period beginning on March 31 each year and shall be nontransferable. The license shall be issued if the application is complete and in compliance with applicable law.

(5) Wholesale or import license applications shall be on a form approved by the department and shall include the name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company) the primary location of the business, each location at which fireworks are to be stored and the applicant's Idaho sales tax seller's permit number, if applicable.

(6) A bond or valid certificate of public liability and property-casualty insurance providing coverage of at least one hundred thousand dollars (\$100,000) for personal injury and property damage shall be presented at the time of application.

(7) The department may impose a fee for issuing a license under this section which shall not exceed one hundred dollars (\$100).

(8) The license required under this section may be revoked if the licensee violates any provisions of this chapter. A license revocation proceeding shall comply with the provisions of chapter 52, title 67, Idaho Code.

(9) The license shall be displayed in public view at each location listed on the license.

(10) An importer or wholesaler shall keep a record of all wholesale transactions showing the name, address, sales tax seller's permit number, if applicable, and type and quantity of items sold.

39-2604. PERMIT REQUIRED FOR RETAIL SALES. (1) The local authority having jurisdiction may require a permit for the retail sale of non-aerial common fireworks.

(2) If a permit is required the applications shall be on a form approved by the authority having jurisdiction and shall include the name and address of the applicant (or the names of all partners, if a partnership, the name of the corporation and the corporate officers if a corporation, or the name of the limited liability company and all of its members, if a limited liability company) the primary location of

the business, each location at which fireworks are to be stored and the applicant's Idaho sales tax seller's permit number, if applicable.

(3) A bond or valid certificate of public liability and property-casualty insurance providing coverage of up to one hundred thousand dollars (\$100,000) for personal injury and property damage may be required at the time of application.

(4) The authority having jurisdiction may assess a fee for issuing a permit under this section which shall not exceed twenty-five dollars (\$25.00).

(5) The permit shall be issued if the application is complete and in compliance with applicable law, shall be valid for twelve (12) months from the date of issuance and shall be nontransferable.

(6) The permit required under this section may be revoked if the permittee violates any provisions of this chapter. A permit revocation proceeding shall comply with the provisions of chapter 52, title 67, Idaho Code.

(7) The permit shall be displayed in public view at the location listed on the permit.

39-2605. PERMIT REQUIRED FOR PUBLIC DISPLAY OR OTHER EVENT USING FIREWORKS. (1) The authority having jurisdiction may, at its discretion, issue a permit for public display or other events in the following circumstances

(a) After determining that the public display will be supervised by a qualified person and will not constitute an unreasonable hazard to persons or property. Appropriate national fire protection association or uniform fire code provisions may be used as guidance for this determination.

(b) After determining that sales and use of fireworks outside the normal sales period provided in section 39-2606, Idaho Code, or proposing the use of fireworks in addition to non-aerial common fireworks will not constitute an unreasonable hazard to persons or property.

(2) An application for a permit for public display or other event shall be on a form approved by, and contain the information reasonably requested by, the authority having jurisdiction.

(3) The permit shall be nontransferable, shall list the specific date or dates upon which the display or event shall occur and the types of fireworks and uses that will be allowed.

(4) A bond or valid certificate of public liability and property-casualty insurance providing coverage of up to one million dollars (\$1,000,000) for personal injury and property damage may be required at the time of application for public display of special fireworks.

(5) The authority having jurisdiction may assess a fee for issuing a permit for public display under this section which shall not exceed one hundred twenty-five dollars (\$125). There shall be no fee for the issuance of a permit for any event other than a public display event.

(6) Alteration of fireworks may be performed by a person in possession of a valid public display permit.

39-2606. AUTHORIZED DATES FOR THE SALE AND USE OF FIREWORKS. (1) Non-aerial common fireworks may be sold at retail and used beginning at midnight June 23, and ending at midnight July 5 and beginning at midnight December 26 and ending at midnight January 1. The authority

having jurisdiction may at its discretion extend each period of sales by not more than five (5) days.

(2) Fireworks may be sold and used at any time in compliance with permits issued under the provisions of section 39-2605, Idaho Code.

39-2608. SHORT-TERM STORAGE. (1) A short-term storage facility may be used for the storage of non-aerial common fireworks for a period of sixty (60) days prior to, and fifteen (15) days after, any authorized retail sales date. The authority having jurisdiction shall be notified of the address or location of all short-term storage facilities when fireworks will not be stored in a temporary fireworks stand. If the short-term storage facility is not within the boundaries of the jurisdiction having issued the retail sales permit the permittee shall notify the authority having jurisdiction where the storage is to take place.

(2) Short-term storage is allowed in any of the following, provided it is locked or otherwise secured a temporary fireworks stand, truck, trailer, or other vehicle. A truck, trailer or other vehicle used for short-term storage must remain at least twenty-five (25) feet from the stand during any time the stand is open for business, but may abut the stand when it is closed. A truck, trailer or vehicle used for short-term storage must be at least twenty-five (25) feet from any other inhabited building. Short-term storage may occur in a locked or secured shed, garage, barn or other building or storage container which is detached from an inhabited building and contains no open flames, including heating and lighting sources. The authority having jurisdiction may, in its discretion, allow short-term storage to occur in an attached garage with a one (1) hour fire wall separating the garage from any inhabited area.

39-2610. EXCEPTIONS. The provisions of this chapter do not apply to and shall not prohibit

(1) The use of flares, noisemakers or signals designed and used for the purpose of protecting the public;

(2) The use of blank cartridges;

(3) The use of flares or noisemakers designed and labeled specifically for pest control purposes and approved by the Idaho department of fish and game;

(4) The continued use of existing facilities for long-term storage of fireworks by wholesalers;

(5) Manufacturing of fireworks in this state; and

(6) The importation, storage and sale of fireworks for export from this state, or interstate commerce in fireworks.

39-2611. LIABILITY OF PARENTS OR GUARDIANS. The parents, guardians or other persons having custody or control of a minor shall be liable for damage caused by the use of fireworks by the minor.

39-2612. ENFORCEMENT. This chapter shall be enforced by the department, cities, counties, fire protection districts or other law enforcement agencies of the state.

ORDINANCE NO. 462

AN ORDINANCE REGULATING THE SALE, POSSESSION AND USE OF FIREWORKS WITHIN THE CITY AND PROVIDING FOR THE ESTABLISHMENT OF FEES, INSURANCE, AND A PROCESS TO OBTAIN PERMITS AND APPLICATIONS. PROVIDING FOR THE ADOPTION OF DEFINITIONS, STANDARDS AND REGULATIONS AS SET FORTH IN THE FIREWORKS ACT OF 1997 AND LIMITING THE SALE, POSSESSION AND USE OF FIREWORKS IN THE CITY TO NONAERIAL COMMON FIREWORKS, EXCEPT AS PROVIDED BY IDAHO CODE 39-2603 FOR WHOLESALE AND IMPORTATION AND IDAHO CODE 39-2605 FOR PUBLIC DISPLAY SUPERVISED BY A QUALIFIED PERSON. ALSO PROVIDING FOR THE REPEAL OF CHAPTER 3 TITLE 7 OF THE REVISED ORDINANCES OF THE CITY OF BONNER FERRY, IDAHO.

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

Section 1: The possession, sale, delivery, storage and use of fireworks within the City shall be in accordance with the provisions of this ordinance and the Fireworks Act of 1997 as set forth in Chapter 26, Title 39, Idaho Code.

All standards, regulations, definitions and times established by the Fireworks Act of 1997 as set fourth in Chapter 26 of Title 39 Idaho Code as now in effect or hereafter modified are hereby adopted and made a part of this ordinance of the City of Bonners Ferry.

There shall be no public display or sale of fireworks within the City without first having obtained a permit from the City Clerk to do so.

No permit will issue for the sale or public display of fireworks unless the applicant shall pay a fee, provide insurance, and complete an application, which shall be in accordance with the form and amounts established by resolution of the counsel. Should

ORDINANCE NO. 462
i.e. Fireworks

Featherston Law Firm

Daniel B. Featherston

Drew C. Featherston

Attorneys at Law

Peter H. Wilson

of Counsel

Sandra J. Wreck

of Counsel

6426 Keotenni Street

P.O. Box 1820

Bonners Ferry, Idaho 83805

(208) 267-3127

the counsel fail to establish by resolution a fee or insurance requirement the maximum fee and insurance requirement authorized by Chapter 26 of Title 39 shall be applicable.

Except as provided by Idaho Code 39-2603 for the wholesale and importation of fireworks and Idaho Code 39-2605 for the public display of fireworks supervised by a qualified person, no person shall possess, discharge, or deliver to another any fireworks within the City except "nonaerial common fireworks" as defined by Idaho Code 39-2602(6).

No fireworks shall be sold, possessed, discharged, stored or displayed within the City except as provided by the ordinances and resolutions of the City and the provisions of Idaho law. Any sale, possession, discharge, storage and/or display of fireworks not in compliance with the ordinances and resolutions of the City and the laws of the State of Idaho shall be a misdemeanor.

Any act or omission regulated by the laws of the State of Idaho will be punishable as provided for the punishment of misdemeanors under the law of the State of Idaho. Any act or omission, which is unlawful only by reason of the ordinances of the City, will be punishable as a violation of this City Ordinance.

To insure the health and safety of persons and property within the City and to respond to changing conditions and standards, the City Council may by resolution establish fee schedules, insurance requirements, safety requirement, including the establishment of extended times for sale or display of fireworks and training or experience qualifications to obtain a permit to sell or display fireworks, which are uniformly applicable to each class of activity regulated by this ordinance and the laws of the State of Idaho as applicable within the City. Any regulations adopted by resolution of the Council as provided herein

ORDINANCE NO. 462
i.e. Fireworks

Featherston Law Firm

Daniel G. Featherston
Michael C. Featherston
Attorneys at Law
Peter A. Wilson
of Counsel
Sandra J. Wreck
of Counsel
6426 Sponteneal Street
P.O. Box 1520
Donner's Ferry, Idaho 83805
(208) 267-3127

must be adopted not less than 30 days prior to the effective date and shall be posted in a public place in the City Hall and provided to newspapers, radio and cable television having general circulation or service within the City of Bonners Ferry to use as a news item or public service announcements and copies of all applicable ordinances and resolutions shall be available to the public upon request. However, this will not limit the Mayor or Council's authority to declare an emergency and limit, restrict or ban the use or possession of fireworks in times and circumstances of high risk of injury to persons or property by reason of fire or other hazardous circumstances.

Section 2: Chapter 3 of Title 7 of the Revised Ordinances of the City of Bonners Ferry, Idaho is repealed upon the adoption of this Ordinance.

Section 3: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or the 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 4: 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 June, 2001.

CITY OF BONNERS FERRY, IDAHO

By: _____
Mayor

Attest:

Clerk, City of Bonners Ferry

ORDINANCE NO. 462
i.e. Fireworks

Featherston Law Firm

Daniel P. Featherston
Kent C. Featherston
Attorneys at Law
Peter B. Wilson
of Counsel
Sandra J. Whuck
of Counsel
6426 Kootenai Street
P.O. Box 1820
Bonners Ferry, Idaho 83805
(208) 267-3127

Fireworks Needs Coverage
 Display

July-Fourth 2013 Volunteers

| Duties | Name | Needs Coverage | Phone | Address | City St Zip |
|--------------|-----------------------|----------------|--------------|------------------------|-------------------------|
| Fireworks | Garhart Redl | Y | 208 446 8548 | 7450 W Division Street | Rathdrum ID 83858 |
| Fireworks | Nichole O'Fallon-Redl | Y | 208 640 4173 | 7450 W Division Street | Rathdrum ID 83858 |
| Fireworks | Chad Lacolucci | Y | 208 267 9025 | 1466 Smith Lake Road | Bonnets Ferry ID 83805 |
| Fireworks | Missy Lacolucci | Y | 208 267 9025 | 1466 Smith Lake Road | Bonnets Ferry ID 83805 |
| Fireworks | Desi Eggers | Y | 208 290 8796 | | |
| Fireworks | Alan Hamilton | Y | 208 610 9926 | 6472 Jackson St | Bonnets Ferry ID 83805 |
| Fireworks | Vickie Hamilton | Y | 208 610 9926 | 6472 Jackson St | Bonnets Ferry ID 83805 |
| Setup | Tom Leonard | Y | 208 267 8028 | PO Box 1714 | Bonnets Ferry, ID 83805 |
| Setup | Barbara Leonard | Y | 208 267 8028 | PO Box 1714 | Bonnets Ferry, ID 83805 |
| Setup | Stacy Leonard | Y | 208 267 8028 | PO Box 1714 | Bonnets Ferry, ID 83805 |
| Setup | Brandon Leonard | Y | 208 267 8028 | PO Box 1714 | Bonnets Ferry, ID 83805 |
| Security | Richard Williams | Y | | | |
| Parade Admin | Gordon Newell | Y | 208 946 6293 | | |
| | Gary Leonard | Y | 208 649 9579 | PO Box 1714 | Bonnets Ferry, ID 83805 |

Stephen Boorman

From: Normandeau, Mike (BPA) - PSE-RONAN [mrnormandeau@bpa.gov]
Sent: Tuesday, June 18, 2013 11:18 AM
To: 'sboorman@bonnersferry.id.gov'; Carluccio, Joseph A (BPA) - KSK-4
Cc: Childers, Molly R (BPA) - PSSE-SPOKANE; Gillen, Nathaniel R (BPA) - KSC-SPOKANE; Schimmels, Nancy M (BPA) - PSE-SPOKANE
Subject: RE: Customer Portal Agreement Update
Attachments: Revision 1 Bonners Ferry.docx

Importance: High

Stephen,

Sorry for the confusion. The revised portal agreement (attached) adds Christine and removes Dave and Kris as administrators. We removed Kris because was originally included (incorrectly) as an Administrator. She still retains user access but will not have Administrative access under this revision.

This agreement does the following:

1. Add Christine McNair as an Administrator
2. Remove David Sim's Administrative Privileges (inactive user)
3. Remove Kris Larsen as an Administrator (retain user privileges)

I believe you can proceed with signing the agreement and sending it back to Portland.

Let me know if there are further questions.

Thanks.

Mike

From: Normandeau, Mike (BPA) - PSE-RONAN
Sent: Monday, June 17, 2013 12:05 PM
To: 'sboorman@bonnersferry.id.gov'
Cc: Childers, Molly R (BPA) - PSSE-SPOKANE; Gillen, Nathaniel R (BPA) - KSC-SPOKANE (nrgillen@bpa.gov); Schimmels, Nancy M - PSSE-SPOKANE
Subject: Customer Portal Agreement Update
Importance: High

Stephen,

Attached is an updated Portal Agreement adding Christine as an Administrator. Please sign the portal and return to Portland.

Bonneville Power Administration
P.O. Box 3621
Portland, OR 97208
Attn: BPA Customer Portal Administrator – KSK-4

Thanks.

Mike

Michael R. Normandeau
Account Executive, Power Services
Bonneville Power Administration
mrnormandeau@bpa.gov

Tel: (406) 676-2669

Fax: (406) 676-2668

Cell: (406) 360-8714

Revision, No. 1 EXHIBIT A
CUSTOMER PORTAL ADMINISTRATORS AND AUTHORIZED THIRD PARTIES

This revision removes Kris Larson and David Sims, the previous Secondary CP Administrator, and adds Christine McNair as the new Secondary CP Administrator.

1. CUSTOMER PORTAL ADMINISTRATORS

The Customer authorizes the following persons to act as its Customer Portal Administrators (CP Administrator). Customer shall notify BPA of any changes to the Customer Portal Administrator information provided to BPA.

Primary CP Administrator

Secondary CP Administrator

| | | | |
|----------|--|----------|--|
| Name: | <u>Stephen J. Boorman</u> | Name: | <u>Christine McNair</u> |
| Title: | <u>City Administrator</u> | Title: | <u></u> |
| Address: | <u>P. O. Box 149</u> <u>Bonnors Ferry, ID 83805</u> | Address: | <u>P. O. Box 149</u> <u>Bonnors Ferry, ID 83805</u> |
| Phone: | <u>(208) 267-0357</u> | Phone: | <u>(208) 267-4376</u> |
| Fax: | <u>(208) 267-4375</u> | Fax: | <u>(208) 267-4375</u> |
| E-mail: | <u>sboorman@bonnersferry.id.gov</u> | E-mail: | <u>cmcnair@bonnersferry.id.gov</u> |

2. AUTHORIZED THIRD PARTIES

The Customer authorizes the following entities to access its data and/or submit data on the Customer's behalf via the Customer Portal.

(1) Entity: _____

Primary Point of Contact

Secondary Point of Contact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

(2) Entity: _____

Primary Point of Contact

Secondary Point of Contact

Name: _____

Name: _____

Title: _____

Title: _____

Address: _____

Address: _____

Phone: _____

Phone: _____

Fax: _____

Fax: _____

E-mail: _____

E-mail: _____

3. EXHIBIT REVISIONS

If updates to this exhibit are necessary to accurately reflect the contact information contained in this exhibit, the Customer shall provide a revised Exhibit A to BPA. This revised Exhibit A shall be effective upon receipt by BPA.

THE CITY OF BONNERS FERRY,
IDAHO

By _____

Name _____
(Print/Type)

Title _____

Date _____

K:\KSC\Contract Administration Projects & Misc\CPAU Agreements

Stephen Boorman

From: Normandeau, Mike (BPA) - PSE-RONAN [mrnormandeau@bpa.gov]
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Subject: RE: Customer Portal Agreement Update
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Stephen,

Sorry for the confusion. The revised portal agreement (attached) adds Christine and removes Dave and Kris as administrators. We removed Kris because was originally included (incorrectly) as an Administrator. She still retains user access but will not have Administrative access under this revision.

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Bonneville Power Administration
P.O. Box 3621
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Attn: BPA Customer Portal Administrator – KSK-4

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Michael R. Normandeau
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Tel: (406) 676-2669

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Primary CP Administrator

Secondary CP Administrator

| | | | |
|----------|---|----------|---|
| Name: | <u>Stephen J. Boorman</u> | Name: | <u>Christine McNair</u> |
| Title: | <u>City Administrator</u> | Title: | <u></u> |
| Address: | <u>P. O. Box 149</u> <u>Bonnors Ferry, ID 83805</u> | Address: | <u>P. O. Box 149</u> <u>Bonnors Ferry, ID 83805</u> |
| Phone: | <u>(208) 267-0357</u> | Phone: | <u>(208) 267-4376</u> |
| Fax: | <u>(208) 267-4375</u> | Fax: | <u>(208) 267-4375</u> |
| E-mail: | <u>sboorman@bonnersferry.id.gov</u> | E-mail: | <u>cmcnair@bonnersferry.id.gov</u> |

2. AUTHORIZED THIRD PARTIES

The Customer authorizes the following entities to access its data and/or submit data on the Customer's behalf via the Customer Portal.

(1) Entity: _____

| Primary Point of Contact | Secondary Point of Contact |
|--------------------------|----------------------------|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ _____ | Address: _____ _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| E-mail: _____ | E-mail: _____ |

(2) Entity: _____

| Primary Point of Contact | Secondary Point of Contact |
|--------------------------|----------------------------|
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Address: _____ _____ | Address: _____ _____ |
| Phone: _____ | Phone: _____ |
| Fax: _____ | Fax: _____ |
| E-mail: _____ | E-mail: _____ |

3. **EXHIBIT REVISIONS**

If updates to this exhibit are necessary to accurately reflect the contact information contained in this exhibit, the Customer shall provide a revised Exhibit A to BPA. This revised Exhibit A shall be effective upon receipt by BPA.

THE CITY OF BONNERS FERRY,
IDAHO

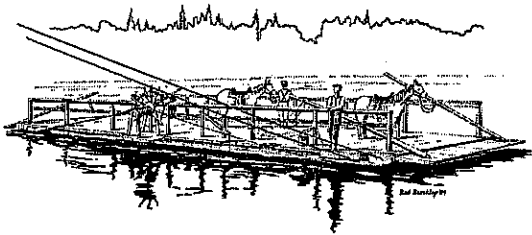
By _____

Name _____
(Print/Type)

Title _____

Date _____

K:\KSC\Contract Administration Projects & Misc\CPAU Agreements



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 June 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Kootenai Street Concrete Repair.

This memo is to recommend that the City contract with BR Concrete for the repair to Kootenai Street resulting from the leak several years ago. The contract is for \$1,500 plus materials. The City will do the demo of the existing materials.

STB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and BR Concrete (Rich Brown (255-8653) herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Concrete work on Kootenai Street per attached specifications.

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

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

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

CONTRACTOR shall complete the project by 1 August, 2013.

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

CONTRACTOR will work at various times as directed by the City from 1 January 2013 and continue until 31 December 2013 unless this Agreement is terminated with thirty (30) days written notice by either party.

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

The lump sum of \$ 1,500, plus actual cost of materials, plus 10% handling cost for materials.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

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

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

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

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ,

and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

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

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

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

DATED this _____ day of _____, 20 _____.

ENTITY:

CONTRACTOR:

CITY OF BONNERS FERRY
(Governmental Entity)

By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

ATTEST:

WITNESS:

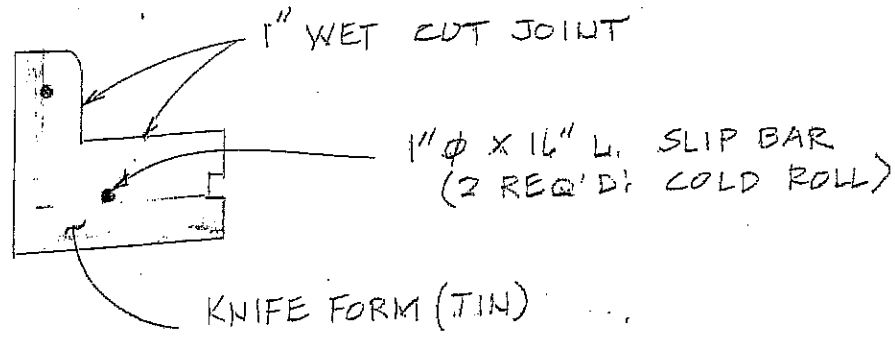
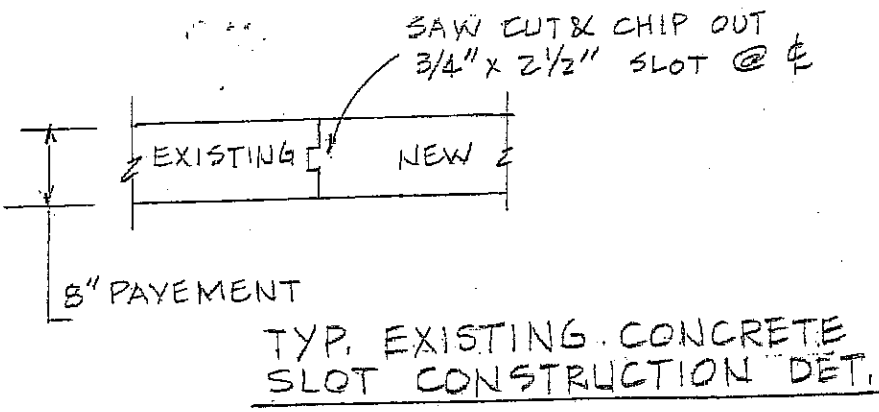
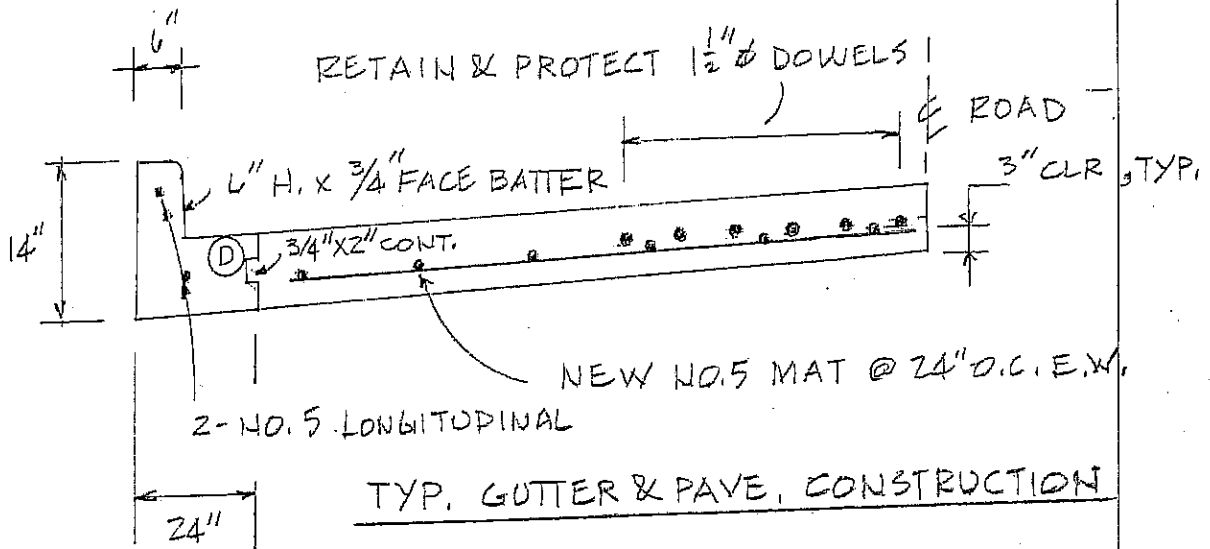
Kris Larson, Clerk

(Signature of Witness or Notary Public)

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

21/12

SECTION DETAILS



CURB-GUTTER CONTROL JOINT DET.

CHANGE ORDER No. 1

DATE OF ISSUANCE: 6/4/2013 EFFECTIVE DATE: 5/31/2013

| | | |
|---|--|----------------------------------|
| Project: U.S. 95 WATERLINE KENNEDY RD TO COUNTY RD NO. | Owner: City of Bonners Ferry, Idaho | Owner's Contract No.: |
| Contract: | | Date of Contract: |
| Contractor: Accelerated Construction and Excavating, P.O. Box 627, Plummer, ID 83851 | | Engineer's Project No.: 45004 |

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Item #1 - Hydrant Changes

Attachments: (List documents supporting change):
SEE ATTACHED SUPPORT DOCUMENTATION

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

| | |
|--|--|
| <p>Original Contract Price: \$ <u>121,522.50</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</p> <p>Contract Price prior to this Change Order: \$ <u>121,522.50</u></p> <p>[Increase] [Decrease] of this Change Order: <u>\$1,070.95</u></p> <p>Contract Price incorporating this Change Order: \$ <u>122,593.45</u></p> | <p>Original Contract Times: <input type="checkbox"/> Working Days <input checked="" type="checkbox"/> Calendar Days</p> <p>Substantial Completion (days or date): <u>39</u></p> <p>Ready for final payment (days or date): <u>49</u></p> <p>[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____:</p> <p>Substantial Completion (days or date): <u>0</u></p> <p>Ready for final payment (days or date): <u>0</u></p> <p>Contract Times prior to this Change Order:</p> <p>Substantial Completion (days or date): <u>39</u></p> <p>Ready for final payment (days or date): <u>49</u></p> <p>[Increase] [Decrease] of this Change Order:</p> <p>Substantial Completion (days or date): <u>0</u></p> <p>Ready for final payment (days or date): <u>0</u></p> <p>Contract Times with all approved Change Orders:</p> <p>Substantial Completion (days or date): <u>39</u></p> <p>Ready for final payment (days or date): <u>49</u></p> |
|--|--|

| | | |
|---|---|--|
| <p>RECOMMENDED: By: _____ Engineer (Authorized Signature)</p> <p>Date: _____</p> | <p>ACCEPTED: By: _____ Owner (Authorized Signature)</p> <p>Date: _____</p> | <p>ACCEPTED: By: _____ Contractor (Authorized Signature)</p> <p>Date: _____</p> |
|---|---|--|

Approved by Funding Agency (If applicable): By: _____ Date: _____

CONTRACT CHANGE ORDER NO. 1
TO
U.S. 95 WATERLINE KENNEDY RD TO COUNTY RD NO. 19 PROJECT

Item #1 - Hydrant Changes

JUSTIFICATION:

The changes to the fire hydrant shown in the plans at Station 10+30 on Sheet C5 and associated fittings depicted in the attached detail were made in order to place the hydrant in the location desired by the City while maintaining separation from the sewer manhole (which was discovered during construction).

DESCRIPTION:

The Contractor shall complete installation of the fire hydrant and associated fittings as shown on the attached detail. This change shall result in addition of the following fittings:

- One (1) 8 inch tee
- One (1) 8 inch by 6 inch tee
- Two (2) 8 inch 45 degree bands

This change shall result in elimination of the following fittings:

- One (1) 8 inch cross
- One (1) 8 inch by 6 inch reducer

NEGOTIATED PRICE:

\$1,070.95 Includes all labor, materials, and equipment to complete the work detailed in this change order. Work will be completed as a lump sum payment.

CONTRACT TIMES:

No additional time will be granted for this change.

NEW PAY ITEMS

| Pay Item | Description | Unit | Original Contract Qty | Change Order Qty | Resulting Contract Qty | Unit Price | Total (C.O. Qty x Unit Price) |
|----------|-----------------|------|-----------------------|------------------|------------------------|------------|-------------------------------|
| CO1-1 | Hydrant Changes | LS | | 1 | 1 | \$1,070.95 | \$1,070.95 |
| Subtotal | | | | | | | \$1,070.95 |

TOTAL NET CHANGE ORDER NO. 1 \$1,070.95

Invoice

June 21, 2013
Project No: 45004.00.0
Invoice No: 2013362

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 May 24, 2013 to June 21, 2013

Phase 010 EID
Professional Personnel

| | | | Hours | Rate | Amount | |
|--|--------------|--|-------|--------|--------|---------------|
| Gen. Engineering Services | | | | | | |
| Osterdock, Karen | 6/8/2013 | | .50 | 95.00 | 47.50 | |
| Comm with J. Gazdik RE: services, quantities, review/update budget | | | | | | |
| Osterdock, Karen | 6/8/2013 | | .50 | 95.00 | 47.50 | |
| Comm with N. Maiani RE: services/budget, coordinate meeting/site visit, review IDAPA requirements | | | | | | |
| Osterdock, Karen | 6/8/2013 | | 3.50 | 95.00 | 332.50 | |
| Update budget, comm with J. Gazdik RE: remaining work/quantities, review invoices. | | | | | | |
| Osterdock, Karen | 6/8/2013 | | 1.25 | 95.00 | 118.75 | |
| Update budget, review budget with N. Maiani, comm with J. Gazdik RE: final quantities, pull and review EID, pull record drawings, comm with M. Hathaway RE: row certification, comm with N. Maiani RE: additional scope, comm with M. Hathaway RE: row cert | | | | | | |
| Osterdock, Karen | 6/8/2013 | | 2.25 | 95.00 | 213.75 | |
| Update budget, review budget with N. Maiani, comm with J. Gazdik RE: final quantities, pull and review EID, pull record drawings, comm with M. Hathaway RE: row certification, comm with N. Maiani RE: additional scope, comm with M. Hathaway RE: row cert, | | | | | | |
| Osterdock, Karen | 6/8/2013 Ovt | | | 142.50 | 0.00 | |
| Totals | | | 8.00 | | 760.00 | |
| Total Labor | | | | | | 760.00 |

| Billing Limits | Current | Prior | To-Date | |
|-------------------------|---------|----------|----------|-----------------|
| Total Billings | 760.00 | 3,551.40 | 4,311.40 | |
| Limit | | | 7,800.00 | |
| Remaining | | | 3,488.60 | |
| Total this Phase | | | | \$760.00 |

Phase 050 Construction Phase Services
Fee

| | | | |
|------------------|-----------|----------------------|-----------|
| Total Fee | 18,800.00 | | |
| Percent Complete | 70.00 | Total Earned | 13,160.00 |
| | | Previous Fee Billing | 5,640.00 |
| | | Current Fee Billing | 7,520.00 |

| | | | | |
|------------------|------------|--|-------------------------|-------------------|
| Project | 45004.00.0 | Bonnerr Ferry-US95 Kennedy-Cnty Rd 2D WL | Invoice | 2013362 |
| Total Fee | | | | 7,520.00 |
| | | | Total this Phase | \$7,520.00 |

| | | | | | |
|-------------------------------|-----------|---------------------------------|--------------|-------------|------------------|
| Phase | 052 | Resident Project Representative | | | |
| Professional Personnel | | | | | |
| | | | Hours | Rate | Amount |
| RPR Services | | | | | |
| Gazdik, Jerry | 5/25/2013 | | 40.00 | 80.00 | 3,200.00 |
| RPR Services | | | | | |
| Gazdik, Jerry | 6/1/2013 | | 36.00 | 80.00 | 2,880.00 |
| RPR Services | | | | | |
| Gazdik, Jerry | 6/8/2013 | | 39.00 | 80.00 | 3,120.00 |
| RPR Services | | | | | |
| Gazdik, Jerry | 6/15/2013 | | 30.00 | 80.00 | 2,400.00 |
| RPR Services | | | | | |
| Totals | | | 145.00 | | 11,600.00 |
| Total Labor | | | | | 11,600.00 |

Unit Billing

| | | | | | |
|---------------------------|-----|--|---------------------|--|---------------|
| Reimbursable Mileage .565 | | | | | |
| 5/20/2013 | RPR | | 43.0 Miles @ 0.565 | | 24.30 |
| 5/21/2013 | RPR | | 73.0 Miles @ 0.565 | | 41.25 |
| 5/22/2013 | RPR | | 66.0 Miles @ 0.565 | | 37.29 |
| 5/23/2013 | RPR | | 151.0 Miles @ 0.565 | | 85.32 |
| 5/28/2013 | RPR | | 83.0 Miles @ 0.565 | | 46.90 |
| 5/29/2013 | RPR | | 96.0 Miles @ 0.565 | | 54.24 |
| 5/30/2013 | RPR | | 70.0 Miles @ 0.565 | | 39.55 |
| 5/31/2013 | RPR | | 85.0 Miles @ 0.565 | | 48.03 |
| 6/4/2013 | RPR | | 86.0 Miles @ 0.565 | | 48.59 |
| 6/4/2013 | RPR | | 56.0 Miles @ 0.565 | | 31.64 |
| 6/4/2013 | RPR | | 67.0 Miles @ 0.565 | | 37.86 |
| 6/5/2013 | RPR | | 92.0 Miles @ 0.565 | | 51.98 |
| 6/6/2013 | RPR | | 86.0 Miles @ 0.565 | | 48.59 |
| 6/7/2013 | RPR | | 82.0 Miles @ 0.565 | | 46.33 |
| 6/10/2013 | RPR | | 80.0 Miles @ 0.565 | | 45.20 |
| 6/12/2013 | RPR | | 59.0 Miles @ 0.565 | | 33.34 |
| 6/13/2013 | RPR | | 87.0 Miles @ 0.565 | | 49.16 |
| 6/13/2013 | RPR | | 100.0 Miles @ 0.565 | | 56.50 |
| Total Units | | | | | 826.07 |

| | | | |
|---------------------------|----------------|--------------|--------------------|
| Billing Limits | Current | Prior | To-Date |
| Total Billings | 12,426.07 | 2,669.85 | 15,095.92 |
| Limit | | | 27,400.00 |
| Remaining | | | 12,304.08 |
| Total this Phase | | | \$12,426.07 |
| Total this Invoice | | | \$20,706.07 |

CITY OF BONNERS FERRY, IDAHO
U.S. 95 WATERLINE KENNEDY RD TO COUNTY RD NO. 19 PROJECT

| PAY REQUEST SUPPORTING WORKSHEET | | | | Pay Request No. 2 | | Total-to-Date | | (Total-to-Date - Contract Qty) | | | | | |
|----------------------------------|---|----------|--------------------------|-------------------------|--------------------------------|---------------|------------------------|--------------------------------|--------------------------|----------------------|-------------|---------------|------------|
| Pay Item | Description | Pay Unit | Contract Est. Quantities | Change Order Quantities | Total Est. Contract Quantities | Unit Price | This Period Quantities | This Period Amount | Total-to-Date Quantities | Total-to-Date Amount | Quantities* | Amount* | Difference |
| 01 5050.01 | Mobilization | LS | 1.00 | | 1.00 | \$ 6,300.00 | 0.40 | \$ 2,520.00 | 1.00 | \$ 6,300.00 | 0.00 | \$ - | |
| 01 5500.02 | Traffic Control | LS | 1.00 | | 1.00 | \$ 1,000.00 | 0.60 | \$ 600.00 | 1.00 | \$ 1,000.00 | 0.00 | \$ - | |
| 01 5713.04 | Site Control | LS | 1.00 | | 1.00 | \$ 1,000.00 | 0.50 | \$ 500.00 | 0.90 | \$ 900.00 | (0.10) | \$ (100.00) | |
| 01 5713.09 | Fiber Wattle | LF | 150.00 | | 150.00 | \$ 3.00 | 0.00 | \$ - | 150.00 | \$ 450.00 | 0.00 | \$ - | |
| 31 231613.0 | Trench Excavation & Backfill | LF | 1425.00 | | 1425.00 | \$ 13.00 | 1090.00 | \$ 14,170.00 | 1470.00 | \$ 19,110.00 | 45.00 | \$ 585.00 | |
| 31 231613.0 | Exploratory Excavation | HR | 32.00 | | 32.00 | \$ 150.00 | 23.00 | \$ 3,450.00 | 27.00 | \$ 4,050.00 | (5.00) | \$ (750.00) | |
| 31 2323.02 | Type S2 - Excavated Granular Soil (Import) | CY | 75.00 | | 75.00 | \$ 20.00 | 0.00 | \$ - | 0.00 | \$ - | (75.00) | \$ (1,500.00) | |
| 31 2323.15 | Type A10 - Pipe Bedding Material | LF | 1425.00 | | 1425.00 | \$ 2.00 | 1090.00 | \$ 2,180.00 | 1470.00 | \$ 2,940.00 | 45.00 | \$ 90.00 | |
| 31 2323.17 | Unsuitable Material Excavation and Haul Off | CY | 75.00 | | 75.00 | \$ 12.00 | 50.00 | \$ 600.00 | 50.00 | \$ 600.00 | (25.00) | \$ (300.00) | |
| 32 1123.02 | Type A3: 3/4" Minus Crushed Aggregate | CY | 8.00 | | 8.00 | \$ 40.00 | 0.00 | \$ - | 0.00 | \$ - | (8.00) | \$ (320.00) | |
| 32 1216.01 | Saw Cutting | LF | 340.00 | | 340.00 | \$ 2.00 | 0.00 | \$ - | 0.00 | \$ - | (340.00) | \$ (680.00) | |
| 32 1216.02 | AC Pavement Removal | SY | 185.00 | | 185.00 | \$ 3.00 | 81.00 | \$ 243.00 | 81.00 | \$ 243.00 | (104.00) | \$ (312.00) | |
| 32 1216.03 | PG58-28 Superpave Hot Mix Asphalt (HMA) | SY | 425.00 | | 425.00 | \$ 13.50 | 0.00 | \$ - | 0.00 | \$ - | (425.00) | \$ (5,737.50) | |
| 32 9219.02 | Hydroseed | SY | 700.00 | | 700.00 | \$ 0.80 | 0.00 | \$ - | 0.00 | \$ - | (700.00) | \$ (560.00) | |
| 32 9219.03 | Landscape Restoration | SY | 80.00 | | 80.00 | \$ 10.00 | 0.00 | \$ - | 0.00 | \$ - | (80.00) | \$ (800.00) | |
| 33 1116.09 | 8-Inch AWWA C900 DR-18 Water Line | LF | 1425.00 | | 1425.00 | \$ 10.50 | 1090.00 | \$ 11,445.00 | 1470.00 | \$ 15,435.00 | 45.00 | \$ 472.50 | |
| 33 1116.32 | 8-Inch AWWA C515 Resilient-Sealed Gate | EA | 2.00 | | 2.00 | \$ 1,740.00 | 1.00 | \$ 1,740.00 | 2.00 | \$ 3,480.00 | 0.00 | \$ - | |
| 33 1116.35 | 1" Water Service Reconnection | EA | 1.00 | | 1.00 | \$ 500.00 | 10.00 | \$ 5,000.00 | 10.00 | \$ 5,000.00 | 9.00 | \$ 4,500.00 | |
| 33 1116.36 | 1.5" Water Service Reconnection | EA | 1.00 | | 1.00 | \$ 1,000.00 | 3.00 | \$ 3,000.00 | 3.00 | \$ 3,000.00 | 2.00 | \$ 2,000.00 | |
| 33 1116.39 | Fire Hydrant Reconnection | EA | 1.00 | | 1.00 | \$ 2,300.00 | 0.00 | \$ - | 0.00 | \$ - | (1.00) | \$ (2,300.00) | |
| 33 1116.40 | Fire Hydrant Replacement | EA | 1.00 | | 1.00 | \$ 2,500.00 | 0.00 | \$ - | 1.00 | \$ 2,500.00 | 0.00 | \$ - | |
| 33 1116.45 | Tie-In to Existing 6-Inch Waterline | EA | 1.00 | | 1.00 | \$ 1,950.00 | 1.00 | \$ 1,950.00 | 1.00 | \$ 1,950.00 | 0.00 | \$ - | |
| 33 1116.46 | Tie-In to Existing 8-Inch Waterline | EA | 1.00 | | 1.00 | \$ 1,250.00 | 1.00 | \$ 1,250.00 | 1.00 | \$ 1,250.00 | 0.00 | \$ - | |
| 33 1116.51 | 12-Inch Potable Water Line Casing | LF | 20.00 | | 20.00 | \$ 25.00 | 40.00 | \$ 1,000.00 | 40.00 | \$ 1,000.00 | 20.00 | \$ 500.00 | |
| 33 1116.55 | Cap and Abandon Existing Waterline | EA | 1.00 | | 1.00 | \$ 150.00 | 0.00 | \$ - | 0.00 | \$ - | (1.00) | \$ (150.00) | |
| 33 1116.60 | Water Service Relocation | EA | 1.00 | | 1.00 | \$ 1,100.00 | 0.00 | \$ - | 0.00 | \$ - | (1.00) | \$ (1,100.00) | |
| 33 1116.68 | Water Service Stub | EA | 2.00 | | 2.00 | \$ 800.00 | 2.00 | \$ 1,600.00 | 2.00 | \$ 1,600.00 | 0.00 | \$ - | |
| 33 1116.80 | 1" Poly Water Service Pipe | LF | 535.00 | | 535.00 | \$ 1.50 | 317.00 | \$ 475.50 | 317.00 | \$ 475.50 | (218.00) | \$ (327.00) | |
| 33 1116.81 | 2" Poly Water Service Pipe | LF | 20.00 | | 20.00 | \$ 10.00 | 20.00 | \$ 200.00 | 20.00 | \$ 200.00 | 0.00 | \$ - | |
| 33 1116.82 | 1.5" Poly Water Service Pipe | LF | 170.00 | | 170.00 | \$ 2.50 | 0.00 | \$ - | 0.00 | \$ - | (170.00) | \$ (425.00) | |

POLICY IV.J NET METERING

A. APPLICABLE:

1. Net metering shall be available to eligible generators who are customers of the City of Bonners Ferry on a first-come, first-served basis until the cumulative generating capacity of net metering systems equals 40 kW which is 0.2% (two-tenths of one percent) of the ~~Company~~City's retail peak demand during 2008 rounded up to the next multiple of 10. Customers electing this option shall be subject to the following terms and conditions.

B. CUSTOMER ELIGIBILITY - To be eligible for the net metering option, a customer-generator must own a facility for the production of electrical energy that:

1. Uses as its fuel either solar, wind, biomass or hydropower, or represents fuel cell technology;
2. Has a generating capacity of not more than twenty-five kilowatts;
3. Is located on the customer-generator's premises;
4. Operates in parallel with the electric utility's transmission and distribution facilities; and
5. Is intended primarily to offset part or all of the customer-generator's requirements for electricity.

C. COST TO THE CUSTOMER-GENERATOR OF METERING AND

INTERCONNECTION – Customers electing the net metering option shall be interconnected using a standard kilowatt-hour meter capable of registering the flow of electricity in two directions. The costs to the customer-generator include:

1. The ~~Company~~City's basic charge billed under the customer's applicable rate and class
2. The ~~Company~~City is not liable for allowing the attachment of a net metering system, or the acts or omissions of a customer-generator, that causes injury, loss or death to a third party.

D. STANDARDS – The net metering system used by a customer-generator must include, at the customer's own expense, all equipment necessary to meet applicable safety, power quality, and interconnection requirements established by the National Electrical Code, National Electrical Safety Code, the Institute of Electrical and Electronics Engineers, and Underwriters Laboratories. ~~The Company will measure the net electricity produced or consumed during the billing period, in accordance with normal metering practices. The Company's written approval of the Customer's protection-isolation method to ensure generator disconnection in case of a power interruption from the Company is required before service is provided under this schedule.~~

~~D.E. BILLING – The City will install a "Net Meter" measuring the power delivered and the power received. The City will bill for power used (delivered) at the current residential rate. The City will credit the customer for the excess power generated (received) at the current residential rate.~~

~~E. BALANCES OF GENERATION AND USAGE BY THE CUSTOMER –~~

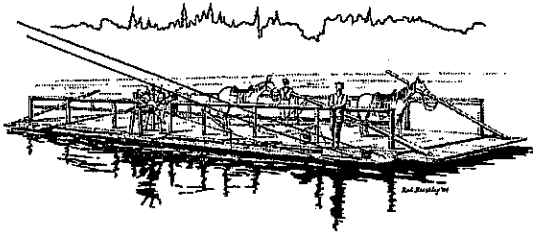
~~GENERATOR – If electricity supplied by the Company exceeds the electricity generated by the customer-generator and fed back to the Company during the billing period, the~~

POLICY IV.J NET METERING

~~customer-generator shall be billed for the net electricity supplied by the Company at the customer's standard schedule retail rate, in accordance with normal metering practices.~~

- ~~1. If electricity generated by the customer-generator exceeds the electricity supplied by the Company, the customer-generator:
 - ~~a) Shall be billed for the appropriate customer charges for that billing period, in accordance with section E.1., and~~
 - ~~b) Shall be credited for the excess kilowatt-hours generated during the billing period, with this kilowatt-hour credit appearing on the bill for the following billing periods and used to reduce the bill for the following period from the Company.~~
 - ~~e) Remaining unused kWh credits—On October 1st, the beginning of each fiscal year, any remaining unused kilowatt-hour credit accumulated during the previous year shall be granted to the Company, without any compensation to the customer-generator.~~~~

F. REVERSION TO PREVIOUS SERVICE - The customer-generator, upon selecting the net metering option, may not revert to the customer-generator's previous metering system without written agreement by the CompanyCity.



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 28 June 2013
To: City Council
From: Stephen Boorman, City Administrator
Subject: Itron Meter.

This memo is to recommend that the City purchase 360 Radio Read Electric Meters, Upgrade 1 handheld, and an upgrade to our MC Lite Collector.

Itron currently has a special where this comes as a package for the meters and handheld of \$19,760 plus \$800 to upgrade the MC Lite, for a total of \$20,560.

Currently most of our water meters are Itron Radio Read but only a few of our electric meters are radio read. We plan to place these meters in the locations that are more difficult to read.

STB



Rev Up to R400 with FC300 Handhelds

Introduction

Manually reading electricity meters can be slow, inaccurate and costly. With the advent of the new SCM+ protocol and the R400 series of electricity meters, there has never been a better time to automate your meter reading operations than with the *Rev Up Electricity Metering* mobile and handheld offerings from Itron.

Itron's ChoiceConnect™ automated meter reading (AMR) technologies offer a wide range of benefits and are more cost effective than ever before. As Itron continues to expand its Electricity portfolio, many customers will need to upgrade their reading equipment to take full advantage of all the features the R400 series has to offer.

Program Definition

Succeed with Operations

Power up your operations with Itron's newest and most powerful radio-reading technology: the FC300 handheld. This SRead radio equipped handheld with multiple channels, noise rejection and an expanded receive range surpasses any offered in the AMR market today. Utilities can also take advantage of the GPS capture and endpoint navigation features of the FC300SR.

Success with More Reads

The SRead Radio can look at a 16 MHz bandwidth and can see and receive reads across 80 channels (200 kHz / channel). In essence, it is similar to having 80 radios working independently. When the endpoint transmissions are heard by the SRead radio they are quickly captured and processed. Reading High Power endpoints is easier than ever. In addition to reading R400 endpoints, the SRead radio is also capable of programming the newer water and gas endpoints.

Succeed with Greater Business Efficiency and Cost Savings

If you have been considering using Itron High Power endpoints and thought it was too complicated or expensive, Itron has made it easy to get started with a new low-cost, flexible, and high-performance R400 upgrade. There is no better time than now to upgrade your systems. By "rev'ing up" to the R400 system, you are going to empower your business beyond your cost savings expectations.

- Maximize operational efficiency by reading more meters in a shorter amount of time
- Maximize reading efficiency by capturing all reads the first time with 80 channels of simultaneous reading
- Maximize cost savings by expanding your AMR deployment while at the same time improving utility operations

Utility Solutions

Now it is more affordable than ever for customers to implement Itron's CENTRON Residential meters and a SRead AMR solution. This offer is effectively priced to the utility at \$19,760 (after FC200 and/or G5 trade-in) and includes:

This promotion includes:

- FC300 handheld with SRead Radio, GPS, Wi-Fi and Bluetooth (FC3-1004-001)
- Single Desktop Docking Station (FC3002DSKCRDL)
- Power Supply (MX9302PWRSPLY)
- Power Cord (9000A066CBLPWAC)
- Quantity of 360 CENTRON 2S Class 200 R400 meters

Road & Bridge Department
73 Sunrise Rd
P. O. Box 1418
Bonners Ferry, ID 83805



Telephone: (208) 267-3838
Fax: (208) 267-7978
Email: grader@nidaho.net

BOUNDARY COUNTY

June 24, 2013

Deep Creek Loop will be closed @2 miles north of Naples beginning July 15th for approximately 3 months to facilitate the replacement of Deep Creek Bridge #2, the last one lane bridge on that route. The closure will be in effect in the immediate area of the bridge only. This project will be similar in nature to the Bridge replacement that took place on the same road near Moravia last season. Bridge projects take a lot of time due to materials testing during individual phases of the project (driving test piles, curing concrete to strength, testing asphalt etc.) as well as required environmental mitigations. This project, like most bridge projects, is funded almost entirely with Federal Highway dollars and is competitively bid and constructed by private contractors. The contractor will be Apollo Construction (currently working on the Ponderay project), construction oversight will be by HMH engineering and the Local Highway Technical Assistance Council (LHTAC).

Once the project is designed and ready for construction, we (the County) play a very minor role in the process. There will be no temporary bridge or crossing available during this project due to cost and the nature of the project. (The creek parallels the road adjacent to the bridge and a retaining wall is required as part of the project and there is neither room to work nor right of way available to support a temporary crossing.)

One thing that we (the County) have been doing in terms of mitigating the inconvenience to residents is improving the route to U.S.95 via Lookout View Road and Pleasant Valley from the Moravia area. We have cleared trees and brush from the right of way all the way up through the canyon and widened several narrow portions of that road to support two way traffic. This route will be especially important if another project to repair sloughing west of the golf course (scheduled for later this year) takes place. A road closure of up to 3 weeks could occur concurrently with the bridge closure sometime in August or September. Again, the County cannot exercise any control over scheduling, however, neither can we afford to pass on these valuable repairs that are being paid for outside of the County budget and at no cost to local property owners on their taxes.

The detour route, although gravel surfaced, will be well graded and maintained including dust suppression over the entire route.

We apologize for any inconvenience to residents and users of this route. We do not anticipate any further road closures caused by construction for the foreseeable future on this route once this summer's activities are completed.

IS2.0 Utility Status Report

**Bonneville Power Administration
Energy Efficiency Interim System 2.0
BPA does not review or approve Non-Reportable Savings**

IS1 dollars last updated on: 3/22/2013 11:32:35 AM / IS2 dollars last updated on: 6/26/2013 12:23:21 PM

Account #: 10062
Account: City of Bonners Ferry

COTR: Charlie Weber
EER: Daniel Villalobos

IS2.0 Invoice Packages:

| BPA Invoice ID | Utility Invoice ID | Received | Status Date | Reimbursement (Dollars) | | | Savings (kWh) | | | Line Items | | | | | | |
|---|--------------------|------------|-------------|-------------------------|--------------------|---------------|--------------------|-------------------|-------------------|-------------|-------------|----------------|-------------|-------------|-----------|----------|
| | | | | Total | EEI | LPF | Performance | Reportable | EEI | LPF | Self Funded | Non Reportable | Total | Removed | | |
| 09ES-11107-FY2013-0001 | | | | \$9,468.96 | \$6,139.00 | \$0.00 | \$3,329.96 | 41,624.47 | 41,624.47 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 3 | 0 |
| BonnersFerry_BPAupload_LightingCalculators | | | | | | | | | | | | | | | | |
| | 1/11/2013 | 02/14/2013 | | \$2,361.52 | \$1,940.00 | \$0.00 | \$421.52 | 5,268.94 | 5,268.94 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1 | 0 |
| 09ES-11107-FY2013-0002 | | | | \$4,302.40 | \$2,659.00 | \$0.00 | \$1,643.40 | 20,542.45 | 20,542.45 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1 | 0 |
| BonnersFerry_BPAupload_LightingCalculators_011712 | | | | | | | | | | | | | | | | |
| | 1/17/2013 | 02/14/2013 | | \$2,805.05 | \$1,540.00 | \$0.00 | \$1,265.05 | 15,813.08 | 15,813.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 1 | 0 |
| 09ES-11107-FY2013-0003 | | | | \$59,785.32 | \$42,922.75 | \$0.00 | \$16,862.57 | 210,782.08 | 210,782.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9 | 0 |
| BonnersFerry_BPAupload_LightingCalculators | | | | | | | | | | | | | | | | |
| | 2/14/2013 | 02/14/2013 | | \$59,785.32 | \$42,922.75 | \$0.00 | \$16,862.57 | 210,782.08 | 210,782.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9 | 0 |
| COTR Review | | | | | | | | | | | | | | | | |
| 09ES-11107-FY2013-0006 | | | | \$59,785.32 | \$42,922.75 | \$0.00 | \$16,862.57 | 210,782.08 | 210,782.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9 | 0 |
| 6-26-13 | | | | | | | | | | | | | | | | |
| | 6/26/2013 | 06/26/2013 | | \$59,785.32 | \$42,922.75 | \$0.00 | \$16,862.57 | 210,782.08 | 210,782.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 9 | 0 |
| Total | | | | \$69,254.27 | \$49,061.75 | \$0.00 | \$20,192.52 | 252,406.55 | 252,406.55 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12 | 0 |

IS1.0 to IS2.0 Reconciliation Status:

| (A) | (B) | (C) | (D) | (E) | (F) | (G) | (H) | (I) |
|--|-------------|-------|-----|-----|-----|-----|-----|-----|
| Based on IS2 Approved Invoices | | | | | | | | |
| IS1 Invoice \$ | \$9,468.96 | | | | | | | |
| IS2 Invoice \$ | | | | | | | | |
| % Reconciled | - | 100 % | | | | | | |
| Based on IS2 Approved & Pending Invoices | | | | | | | | |
| IS1 Yet To Be Reconciled | | | | | | | | |
| IS2 Invoice \$ | | | | | | | | |
| % Reconciled | - | 100 % | | | | | | |
| IS1 Yet To Be Reconciled | | | | | | | | |
| IS2 Invoice \$ | \$59,785.32 | | | | | | | |
| % Reconciled | - | 100 % | | | | | | |
| IS1 Yet To Be Reconciled | | | | | | | | |
| IS2 Invoice \$ | \$69,254.27 | | | | | | | |
| % Reconciled | - | 100 % | | | | | | |

Bonneville Power Administration
Energy Efficiency Interim System 2.0
BPA does not review or approve Non-Reportable Savings

IS2.0 Utility Status Report

IS1 dollars last updated on: 3/22/2013 11:32:35 AM / IS2 dollars last updated on: 6/26/2013 12:23:21 PM

Legend:

- (A) = Total of all IS1 Invoices paid to customer
- (B) = Total of all IS2 Invoices with an "Approved" Status
- (C) = IS1 Invoices Totals yet to be reconciled with IS2 Approved Invoices
- (D) = Percent of IS1 Invoices that have been reconciled to IS2 Approved Invoices
- (E) = IS2 Invoice \$ that do not have corresponding IS1 Invoices and have not been sent to Accounts Payable
- (F) = Total of all IS2 Invoices with "System Validated" or "COTR Review" Status
- (G) = Total of all IS2 Invoices with an "Approved", "System Validated" or "COTR Review" Status
- (H) = IS1 Invoices Totals yet to be reconciled or submitted to BPA as an IS2 Invoice
- (I) = Percent of IS1 Invoices that have been reconciled to IS2 Approved or Pending Invoices

United States Entity

Columbia River Treaty

P.O. Box 3621, Portland, OR 97208-3621

Chairman:
Administrator and Chief Executive Officer
Bonneville Power Administration
Department of Energy

Member:
Division Commander
Northwestern Division
Corps of Engineers
Department of the Army

27 June 2013

In reply refer to: PGPL-5

To Whom it May Concern:

The U.S. Entity is providing the region with a working draft of a regional recommendation concerning the future of the Columbia River Treaty with Canada. It is a result of a multi-year, collaborative process between the U.S. Entity, regional sovereigns, and stakeholders.

This document is still very much a **DRAFT** document and should be read and understood as such. In preparing this draft, the U.S. Entity was informed by input from the sovereigns participating on the Sovereign Review Team (SRT). It also reflects input from regional stakeholders and the general public through written comments they have submitted, as well as comments made at regional public meetings hosted by the U.S. Entity. However, there still remain significant differences in opinion on several key issues as discussed below.

This draft is intended to provide the basis for further regional discussion with both sovereigns and stakeholders on this important matter. Work will continue throughout the summer of 2013 to discuss and refine this draft document. We also await the results of our third round of modeling and analysis, which will be complete in August. In September 2013, it is anticipated that a "final" draft recommendation, one that has been largely endorsed by the Sovereigns participating in the process, will be made available for stakeholder and public comment, with the final recommendation due to the U.S. Department of State in December 2013.

The U.S. Entity remains receptive and open to all regional perspectives and comments. No firm decisions have been made on the content of the final Treaty recommendation; rather the U.S. Entity is releasing this working draft to inform and include stakeholders in the further development of the draft recommendation. For the purpose of sending this working draft out to stakeholders, it should be understood that, at this point, there is tentative alignment among the U.S. Entity and Sovereigns on a number of key issues:

- The Treaty has substantial benefits for both the U.S. and Canada, but it should be modernized to reflect the current values and priorities of the Pacific Northwest region.
- A modernized Treaty will be flexible and resilient enough to adapt to the impacts of climate change and other factors.
- Ecosystem-based functions will be integrated into the Columbia River Treaty as a third primary purpose, or benefit, in the same way that hydropower and flood risk management benefits were developed in the original Treaty.

- A number of Treaty modifications are needed to improve ecosystem function, including augmentation of stream flows in spring and summer, a dry year strategy, and discussions with Canada on the feasibility of restoring fish passage on the main stem Columbia.
- The coordinated power benefits should be reasonably and fairly balanced between the U.S. and Canada and this should be reflected in the calculation of the Canadian Entitlement return.
- Continued flood risk management is an important component to protect public safety and the region's economy.
- Important river uses such as navigation and recreation should not be negatively impacted by Treaty operations.

There are also key areas where agreement is yet to be achieved. More discussion and input will be necessary to achieve alignment in these areas, which include, but are not limited to:

- The correct balance for the use of any additional water supplies for both ecosystem flows and consumptive use through a modernized treaty remains a significant issue. Some Sovereigns, including the four Pacific Northwest states and several federal agencies, propose that a process be established whereby the states, tribes, and stakeholders will determine how the allocation of any additional spring/summer water from Canada will occur, while the Tribal perspective is that ecosystem needs and tribal reserved water rights must be fully met before any consideration is given to any additional out-of-stream uses.
- Columbia Basin Tribes and others have stated that achieving ecosystem-based functions such as stable reservoirs and additional downstream flows requires a modification to current flood risk management practices. Other Sovereigns have proposed that the current level of flood risk must be sustained unless modified by a formal public process. Therefore, the U.S. Entity has identified a post-2013 process to examine the level of flood risk management throughout the Basin. The U.S. Entity's position is that such an analysis cannot take place without more comprehensive involvement from a wider array of stakeholders, and that additional funding would be required to implement this process.
- Columbia Basin Tribes and others continue discussing the degree and extent to which both Canadian and U.S. hydropower production should be reduced or traded-off in order to provide increased ecosystem-based function. The U.S. Entity maintains that reductions in hydropower production would also result in reductions in system reliability. Columbia Basin Tribes think that reliability issues can be addressed through the integration of renewables and increased conservation measures.
- How future treaty operations will balance ecosystem-based function, flood risk management, and hydropower with other authorized purposes.

- How regional sovereigns will continue to participate in the treaty modernization process after the recommendation is delivered to the State Department, as well as post-2024 treaty governance structures.

There has been a remarkable degree of collaboration between the U.S. Entity and Sovereign parties and stakeholders engaged in Treaty Review. While there is not yet consensus on all of the Treaty elements under consideration, the analytical work conducted, and the in-depth discussions have enabled the U.S. Entity to prepare this working draft of a regional recommendation. We look forward to comments from the region's stakeholders by August 16 as we further develop and refine this draft recommendation.

We also encourage your participation in informational webinars scheduled for July 16, 9:00 a.m. - 11:00 a.m. and July 23, 3:00 p.m. - 5:00 p.m. Watch for details on the Treaty Review website: www.crt2014-2024review.gov.

Please send your comments to treatyreview@bpa.gov or mail them to CRT Review (DKE), P.O. Box 14428, Portland, OR 97293. You will also find a comment form at www.crt2014-2024review.gov.

Thank you for your involvement in this process.

Sincerely,

/s/Stephen R. Oliver

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/s/David Ponganis

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Columbia River Treaty Review
Working Draft of a Regional Recommendation

Improving the Columbia River Treaty Post-2024

June 27, 2013

Preface

This working draft recommendation identifies potential modifications to the Columbia River Treaty (CRT) post-2024. It was developed by the U.S. Entity with input from sovereigns and stakeholders including the Sovereign Review Team (SRT), comprised of designated representatives of the states of Washington, Oregon, Idaho and Montana, eleven federal agencies, and fifteen Native American Tribes. The U.S. Entity and the SRT have not yet reached agreement on all parts of this draft document, and discussions with the SRT are ongoing to address these remaining differences.

This working draft includes a set of general principles followed by more specific recommendations related to a number of Treaty elements. It identifies substantive content of a potential recommendation at a high level. In addition to providing potential elements for a post-2024 Treaty, this working draft also identifies matters related to possible post-2024 Treaty implementation for consideration by domestic interests. Some of these are appropriate for consideration once the U.S. Entity makes its recommendation to the Department of State in December 2013, and others are more appropriate for consideration once the U.S. Government has a better understanding of what the post-2024 circumstances will be.

This working draft considered input received by the U.S. Entity through an extensive, multi-year consultation process known as the Columbia River Treaty Review. Key to that process has been the collaboration with the SRT. This group, supported by the Sovereign Technical Team, has met at least monthly to provide recommendations on every aspect of the Treaty Review.

In addition, the Treaty Review has also benefited from the extensive involvement and input of the region's stakeholders. Stakeholders have provided comments and advice in workshop sessions, panel discussions, and presentations. This feedback has been considered in this working draft recommendation. Discussions will continue with the SRT, as well as with regional stakeholders, between late-June and mid-August 2013.

In September 2013, a draft recommendation with an associated report will be provided for formal review and comment. The U.S. Entity will deliver the final recommendation to the U.S. Department of State by December 2013. It is hoped that these ongoing, iterative discussions will result in a broad level of consensus between the U.S. Entity, sovereigns, and stakeholders on a final recommendation.

Regional Goals for the Columbia River Treaty

The Pacific Northwest recognizes the value of the Columbia River Treaty in facilitating shared water resource management in the Basin to maximize benefits to both countries. When the

Treaty was originally drafted in the 1960s, it was designed to provide hydropower and flood risk management as its two primary benefits. Since that time, the region has come to increasingly recognize and value the importance of the Basin's ecosystem. The region's goal is for the U.S. and Canada to develop a modernized framework for the Treaty that ensures a more resilient and healthy ecosystem-based function throughout the Columbia River Basin while maintaining an acceptable level of flood risk¹ and preserving reliable and economic hydropower benefits. Therefore, it is important to achieve a modernized framework for the Treaty that balances power production, flood risk management, and ecosystem-based function as the primary purposes.²

Other important elements of a modernized Treaty include water supply, recreation, and navigation. Water supply for out-of-stream uses will need to be carefully considered as we work to reshape water into spring and summer periods. In addition, the Treaty should include both short- and long-term mechanisms that allow for adapting the Treaty to build in flexibility of operations as conditions change or as new information becomes available.

In this document the term "modernization" of the Treaty refers to the construct of a post-2024 arrangement that might be achieved by various mechanisms yet to be determined. These include amendments or revisions to the existing Treaty, diplomatic notes or protocols, or other means.

General Principles

Several key principles underlie this recommendation and a modern approach to the Treaty:

1. CRT provisions should enable the greatest possible shared benefits in the U.S. and Canada from the coordinated operation of Treaty reservoirs for ecosystem, hydropower, and flood risk management, as well as water supply, recreation, navigation and other pertinent benefits and uses, as compared to no longer coordinating Treaty storage operations.
2. The minimum duration of the CRT post-2024 should be long enough to allow each country to rely on the CRT's planned operations and benefits for purposes of managing their long-range budgets, resource plans and investments, but adaptable enough to allow periodic integration of new scientific and social knowledge, with rebalancing of the purposes and benefits if necessary.
3. U.S. reservoirs/projects will continue to meet authorized uses consistent with applicable legislation and other U.S. laws such as Treaty and Trust Responsibilities to the Columbia Basin Tribes, the Clean Water Act, and the Endangered Species Act.

¹ Throughout this document, "acceptable" flood risk is defined as "similar to the current level" of flood risk; however, as noted in item one listed in the *Domestic Matters to be Addressed Post-2013* Section, the "acceptable" level of flood risk may change pending the outcome of the recommended regional flood risk review process post-2013.

² In this document, the "primary purposes" refers to the "benefits" to be achieved through the Treaty. Where noted, "authorized purposes" is used to connote those purposes that have been authorized in the Basin through the U.S. Congress or Treaty provisions.

4. The United States and Canada should integrate both Treaty and Canadian non-Treaty storage into the CRT to increase the flexibility to, and benefits of, meeting ecosystem-based function, power, flood risk management and other authorized water management purposes in both countries.
5. The region anticipates impacts from climate change to all of the elements described in this document. The strategy for adapting the CRT to future changes in climate should be resilient, adaptable and flexible.

Consistent with the intent of the general goals and principles, the following sections provide more specific recommendations for a modernized Treaty.

Ecosystem-based Function

Working to restore a healthy Columbia River Ecosystem should be a shared obligation between the United States and Canada, and the CRT should incorporate a comprehensive ecosystem-based function approach throughout the Columbia Basin watershed. To achieve this goal in a modernized Treaty:

1. Provide stream flows with appropriate timing, quantity, and water quality to promote productive populations of anadromous and resident fish, and provide reservoir conditions to promote productive populations of native fish and wildlife.
2. Recognize and minimize adverse effects to Tribal and First Nations cultural resources in Canada and the U.S. To the extent there are adverse effects to U.S. cultural resource interests, such changes should be addressed under the Federal Columbia River Power System (FCRPS) Programmatic Agreement.
3. Expand on present CRT agreements to further augment flows for spring and summer, with the recognition that these increased flows come from less fall and winter draft in Canadian reservoirs.
4. Design and incorporate a dry-year strategy.
5. Gain long term assurance of ecosystem-based function, through mechanisms such as flow augmentation/dry-year water (not negotiated every year).
6. Design the Treaty to be adaptable to meet ecosystem-based function requirements as new information becomes available or conditions change (e.g. climate change) based on the science and management priorities of both countries.
7. Determine Canada's interest in assessing the feasibility of fish passage on the main stem Columbia to Canadian spawning grounds. If that interest exists, develop a joint program, with shared costs, to analyze that feasibility. Modernized CRT operations should not interfere with other opportunities to restore fish passage in other blocked areas of the Columbia River Basin.

8. Determine the extent to which Canada believes the Columbia River ecosystem is a shared obligation. If that interest exists, pursue a bilateral commitment toward that ecosystem, modifying current flows to achieve mutual ecosystem benefits, or otherwise equitably balancing by sharing benefits and costs.
9. Continue to coordinate U.S. operation of Libby Dam with Canada, with the goal of achieving mutually desirable ecosystem benefits on both sides of the border. VARQ at Libby and Hungry Horse Dams, including any modifications to VARQ, balances the multiple uses of the dams and incorporates ecosystem-based function.

Hydropower

In order to maintain coordinated hydropower operations, and a reliable, economically sustainable hydropower system in a modernized Treaty, the region recommends the following:

1. Rebalance the actual coordinated power benefits between the two countries. The present CRT power benefits are not equitably shared. Canada is deriving substantially greater value from coordinated power operations than the U.S. For the CRT to be sustainable after 2024, the coordinated power benefits must be reasonably balanced between the U.S. and Canada.
2. Renegotiate for the replacement of the present "Aspects of Delivery Agreement" to create the least cost transmission strategy for both countries to return the Canadian Entitlement to Canada. This includes reconsidering the flexibility of the return.
3. Retain the ability for both the U.S. and Canada to maintain an economical and reliable power supply post-2024 under the modernized Treaty. This requires consideration of the implications of any reductions in generation capability for either country, including lost revenue, system reliability, substantial increases in loss of load probability, renewable resource integration, energy efficiency and conservation, and carbon emissions.
4. Avoid substantial changes in power generation during peak load periods that result in substantial increases in system loss of load probability.

Flood Risk Management

In order to maintain coordinated flood risk management, and to protect public safety and the region's economy, the region recommends the following:

1. Implement post-2024 CRT flood risk management, including effective use and called upon, through a coordinated operation plan that provides for an acceptable level of flood risk. This level of flood risk will be similar to the level of risk existing prior to 2024, which may be modified based on future review of flood risk management policy for the Columbia River. (see "Domestic Matters to Be Addressed" section)
2. Establish a common understanding between the U.S. and Canadian Entities of the methods and procedures for post-2024 "called upon," using the U.S. Entity white paper (*Columbia River Post-2024 Flood Risk Management Procedure*, September 2011) as a

starting point for implementing Post-2024 Flood Risk Management. Called upon storage would be considered only if assured Canadian power drafts do not provide sufficient storage in conjunction with the use of U.S. system flood storage.

3. Operate U.S. and Canadian projects according to the principles outlined in the *Columbia River Post-2024 Flood Risk Management Procedure*:
 - A. Draft U.S. projects according to their current storage reservation diagram (SRDs). Future flood risk management studies may evaluate alternative SRDs to include incorporation of ecosystem-based function.
 - B. Operate Canadian projects first to their expected power objectives and other project purposes, including Canadian local flood control, before a called upon request is made.
 - C. Define “effective use” as applying to the eight U.S. reservoirs authorized for system flood control.
4. Determine Canada’s interest in the potential for alternative post-2024 flood risk management operations, including the possibility of using Planned Assured Canadian Storage.
5. Identify reasonable compensation to Canada for economic losses and operating costs associated with called upon.
6. Enable the necessary flexibility to adapt to changing flood risk management objectives in the U.S. and Canada and to climate change (such as the potential for more frequent and intense winter flood events) to avoid additional risks to authorized purposes.

Water Supply

1. The Treaty should allow the storage and release of water from Canada in the spring and summer for additional out-of-stream and in-stream water uses.
2. U.S. domestic sovereigns, in conjunction with domestic stakeholders, will determine how any water shifted to spring and summer period flows will be managed and allocated for in-stream and out-of-stream uses. (see “Domestic Matters to be Addressed” section)
3. Such allocations are subject to the requirement that they not adversely affect the operation of upstream reservoirs, such as VarQ.

Navigation

Minimum and maximum flows/water levels should be provided to support navigation system operations on the Columbia River and its tributaries, and where appropriate, U.S. reservoirs. This will facilitate the economic value of port and transportation facilities, including commercial import and export of agricultural, bulk and manufactured goods.

Recreation

The region recognizes and supports the recreational and cultural opportunities that are a significant outcome of the Columbia River watershed management processes. Future Treaty operations should strive toward the protection of these resources.

Climate Change

As noted previously, the post-2024 CRT should consider impacts from climate change to all elements described above. U.S. and Canadian Entities' Hydro-Meteorological Team should continue to collaborate and share the best available climate change data and information.

Additional Areas of Discussion for U.S. and Canada

1. If unable to achieve agreement in principle on key aspects by summer 2014, we recommend evaluating other options to create a modernized post-2024 Treaty, such as starting from a clean slate.
2. Both countries need to establish the period of negotiation (stating a schedule or overall timeframe) so that all involved in the processes can set expectations/resource commitments accordingly.

Domestic Matters to be Addressed Post-2013

The following identifies matters related to possible post-2024 Treaty implementation for consideration by domestic interests. Some of these are appropriate for consideration once the U.S. Entity makes its recommendation to the Department of State in December 2013, and others are more appropriate for consideration once the U.S. Government has a better understanding of what the post-2024 circumstances will be.

1. **U.S. Columbia River Basin Flood Risk Policy Review:** Pacific Northwest States and Tribes support the pursuit of Congressional authorization and appropriations for a region-wide public process to assess potential changes to the current level of flood risk protection in the Columbia River Basin to provide greater ecosystem flows. Any such process should occur between 2014 and 2024. Post-2024 CRT provisions, including called upon, will be designed to adapt to any such changes that may be authorized. If a process is initiated, it will be a comprehensive approach, subject to public input, that addresses all opportunities to manage high flow events, including floodplain management, Columbia Basin reservoir operations, and strategic improvements to existing levees and the need for additional levees.
2. **Water Supply Allocation:** Pacific Northwest States and Tribes will design and initiate a process that includes appropriate Federal agencies, to allocate any additional spring or summer flows derived through the post-2024 CRT operations. The U.S. Entity will incorporate decisions from this process into their post-2024 CRT planning and operations.

3. **Assessment of Canadian Entitlement:** BPA will host a public process in which States, Tribes, federal agencies and stakeholders can participate. This process will take place between 2014 and 2024 to assess the expected potential changes to its annual revenue requirements and rates due to any re-design of the CRT post-2024, and discuss with the region how to manage those costs and benefits consistent with BPA's statutory authorities.
4. **Plan for Post-2024 CRT Implementation:** Following the conclusion of the U.S. and Canadian negotiations of the terms of the post-2024 CRT, subject to funding, the U.S. Entity will lead an effort, in consultation with regional Sovereigns and stakeholders, to develop a plan identifying the steps necessary to implement the modern Treaty post-2024. This plan will define the appropriate work needed to incorporate and implement any new ecosystem-based function, flood risk management, hydropower and any other expected new operational objectives under the CRT.
5. **U.S. Flood Plain Reconnection:** Tribal, Federal, and State Sovereigns will work with the Northwest Power & Conservation Council Fish and Wildlife Program and NOAA/NMFS Recovery Planning process (particularly estuary actions) to advance selective flood plain reconnection for the purpose of achieving additional benefits from a modernized Treaty.
6. **Composition of U.S. Entity:** Following the conclusion of the U.S. and Canadian negotiations on a modernized Treaty, membership of the U.S. Entity should be reviewed, with consideration given to including representation from a federal agency best-suited to represent ecosystem-based function. The intent of this third member would be to work jointly with the other Entity members to balance ecosystem-based function operations with hydropower and flood risk management operations.
7. **U.S. domestic advisory mechanism:** During the course of the Treaty negotiations, the Department of State should establish a domestic advisory mechanism to assist, inform, and advise the State Department throughout those negotiations. This mechanism may also be used to provide advice regarding additional work needed to address ecosystem-based function, hydropower, flood risk management, and other beneficial water uses.

Columbia River Treaty 2014/2024 Review

Process Timeline

