

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 16, 2013
6:00 p.m. Budget Workshop
7:00 p.m. Regular Meeting

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

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 July 2, 2013 Council Meeting Minutes, July 5, 2013 Special Council Meeting Minutes, and July 11, 2013 Special Council Meeting Minutes

OLD BUSINESS

NEW BUSINESS

5. Electric – Authorize Mayor to Sign Customs Power of Attorney and Acknowledgement of Terms and Conditions of Service with Norman G. Jensen, Inc. for Wicket Gates Ordered for the Power Plant (attachment)
6. Fire – Set Date to Have Meeting with Fire Department Employees
7. City – Consider Appointment of Council President

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

- 8. Sewer – Claim for Damage (attachment)
- 9. Water – Claim for Damage (attachment)
- 10. Golf – Minutes of July 9, 2013 Golf Committee Meeting (attachment)



NORMAN G. JENSEN INC.

CUSTOMS POWER OF ATTORNEY & Acknowledgement of Terms and Conditions of Service

Fed ID # (1) 82-6000166

NGJ Acct. # (2)

KNOW ALL MEN BY THESE PRESENTS: That, (3) City of Bonners Ferry doing business as a (4) Local Government under the laws of the State or Province of (5) Idaho residing or having a principal place of business at (6) 7232 Main St. Bonners Ferry, ID 83805

hereby constitutes and appoints NORMAN G. JENSEN, INC., its officers, employees, and/or specifically authorized agents, to act for and on its behalf as a true and lawful agent and attorney of the grantor for and in the name, place and stead of said grantor, from this date, in the United States (the "territory") either in writing, electronically, or by other authorized means, to:

Make, endorse, sign, declare, or swear to any Customs entry, withdrawal, declaration, certificate, bill of lading, carnet or any other documents required by law or regulation in connection with the importation, exportation, transportation, of any merchandise in or through the Customs territory, shipped or consigned by or to said grantor;

Perform any act or condition which may be required by law or regulation in connection with such merchandise deliverable to said grantor; to receive any merchandise;

Make endorsements on bills of lading conferring authority to transfer title; make entry or collect drawback; and to make, sign, declare, or swear to any statement or certificate required by law or regulation for drawback purposes, regardless of whether such document is intended for filing with Customs; Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the entry or withdrawal of imported merchandise, or merchandise exported with or without benefit of drawback, or in connection with the entry, clearance, lading, unlading, or navigation of any vessel or other means of conveyance owned or operated by said grantor, and any and all bonds which may be voluntarily given and accepted under applicable laws and regulations, consignee's and owner's declarations provided for in section 485, Tariff Act of 1930, as amended, or affidavits or statements in connection with the entry of merchandise;

Sign and swear to any document and to perform any act that may be necessary or required by law or regulation in connection with the entering, clearing, lading, unlading, or operation of any vessel or other means of conveyance owned or operated by said grantor;

Authorize other Customs Brokers duly licensed within the territory to act as grantor's agent; to receive, endorse and collect checks issued for Customs duty refunds in grantor's name drawn on the Treasurer of the United States; if the grantor is a nonresident of the United States, to accept service of process on behalf of the grantor;

Make, prepare, declare, transmit or file data relating to the Importer Security Filing for merchandise destined for transport to or through the United States as required by law or regulation which is shipped by or consigned to said grantor;

Sign, seal, and deliver for and as the act of said grantor any bond required by law or regulation in connection with the transmission or filing of the Importer Security Filing;

And generally to transact Customs business, including filing of claims or protests under section 514 of the Tariff Act of 1930, or pursuant to the other laws of the territories, in which said grantor is or may be concerned or interested and which may properly be transacted or performed by an agent and attorney;

Giving to said agent and attorney full power and authority to do anything whatever requisite and necessary to be done in the premises as fully as said grantor could do if present and acting, hereby ratifying and confirming all that the said agent and attorney shall lawfully do by virtue of these presents; This power of attorney to remain in full force and effect until revocation in writing is duly given to and received by grantee (if the donor of this power of attorney is a partnership, the said power shall in no case have any force or effect in the United States after the expiration 2 years from the date of its execution); Grantor acknowledges receipt of NORMAN G. JENSEN, INC.'s Terms and Conditions of Service governing all transactions between the Parties. If the Grantor is a Limited Liability Company, the signatory certifies that he/she has full authority to execute this power on behalf of the Grantor.

IN WITNESS WHEREOF, the said (7) City of Bonners Ferry, David K. Anderson caused these presents to be sealed and signed: (Signature of Officer) (8) Mayor Date: (10) 7-16-13

If you are the importer of record, payment to the broker will not relieve you of liability for U.S. Customs & Border Protection charges (duties, taxes or other debts owed Customs) in the event the charges are not paid by the broker. Therefore, if you pay by check, Customs charges may be paid with a separate check payable to the "U.S. Customs & Border Protection" which shall be delivered to Customs by the broker. Importers who wish to utilize this procedure must contact our office in advance to arrange timely receipt of duty checks.

CORPORATE CERTIFICATION

(to be made by an officer other than the one who executes the power of attorney)

I, (11) Kris Larson, certify that I am the (12) Clerk/Treasurer of (13) City of Bonners Ferry organized under the laws of the State or Province of (14) Idaho that (15) David K. Anderson, who signed this power of attorney on behalf of the donor, is the (16) Mayor of said corporation; and that said power of attorney was duly signed, and attested for and in behalf of said corporation by authority of its governing body as the same appears in a resolution of the Board of Directors passed at a regular meeting held on the (17) 16th day of July, 2013 now in my possession or custody. I further certify that the resolution is in accordance with the articles of incorporation and bylaws of said corporation and was executed in accordance with the laws of the State or Country of Incorporation.

(18) Second corporate officer's Signature (19) Effective Date

THIRD PARTY BILLING WAIVER. Grantor hereby waives receipt of the Customs entry and invoices from the grantee and directs that copies of your bills for services and copies of Customs entries be transmitted to (20)

CLAIM FOR DAMAGE OR INJURY

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

Name: <u>Kimberly Helsper</u>	Phone Number: (Home) ^{(208) 627} <u>3938</u> (Work) _____
Current Address: <u>6929 Boise St Bonnersferry ID 83805</u>	
Address for the Six Months Immediately Prior to the Date the Damage or Injury Occurred: <u>6929 Boise St Bonnersferry, ID 83805</u>	
Date Damage or Injury Occurred: <u>July 6 2013</u> Time: <u>N/A</u> A.M. or <u>(P.M.)</u>	
Location of Occurrence: <u>6929 Boise St Bonnersferry ID 83805</u>	
Any Injuries? <u>NO</u> If so, what type? _____	
Describe How Damage or Injury Occurred: <u>City sewer backed up in basement, leaving alot of human waste. Washer & Dryer unknown right now until cleaned to see if the motor's got damaged. Not safe for my family to stay in at that time.</u>	

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

I hereby make a claim against City of Bonnersferry
a public entity, for Sewage backup (damage, injury, etc.)
in the amount of _____

RECEIVED

JUL 08 2013

DATE: July 8, 2013

SIGNATURE: Kimberly A. Helsper CITY OF BONNERS FERRY
@2:12pm AK

BEST WESTERN PLUS Kootenai River Inn Casino & Spa



Kimberly Carmean
Bonnars Ferry ID 83805
US

Date 07-07-13
Time 14:43
Room
Conf. No. 880968
Recpt. No. 4780

ADVANCE DEPOSIT

<i>Date</i>	<i>Description</i>	<i>Amount</i>
07-07-13	Cash	65.35USD
	<i>Arrival</i> <i>Departure</i> <i>Group ID / Room Type</i>	
	07-07-13 07-08-13 KRHK	

Guest Signature

Cashier No. 9

RECEIVED

JUL 08 2013

CITY OF BONNERS FERRY

7169 Plaza Street | Bonners Ferry, ID 83805 | Tel: 208 267 8511 | Fax: 208 267 3744
www.kootenairiverinn.com

Each Best Western Hotel is independently owned and operated.

TRACTOR - YAMAHA

LESSOR **47678**

RECEIVED

JUL 08 2013

BOUNDARY TRACTOR YAMAHA
6632 MAIN ST
BONNERS FERRY ID 83805
208-267-5571

BONNERS FERRY, IDAHO 83805 208-267-5571

Merchant ID: 000005052892
Term ID: 00702688 Ref #: 0011

Sale

*****0526

VISA Entry Method: Swiped

Total: \$ 21.20

07/08/13 11:55:55

Inv #: 255492 Appr Code: 309831

Apprvd: Online Batch#: 000465

Customer Copy

ITEM RENTED RENTAL AMOUNT

4h 20

C NAME Mike Carmichael
 U
 S STREET ADDRESS
 T
 O CITY STATE ZIP CODE
 M 627-8518
 E TELEPHONE NO. CAR LICENSE NO./STATE
 R PICTURE ON LICENSE CHECKED BY:
 DRIVER LICENSE NO./STATE D.O.B.

CHECK OUT/DUE INFORMATION

WE CHARGE FOR TIME OUT-NOT TIME USED

DATE AND TIME OUT 7/8/13 9:00
 DATE AND TIME DUE * 11/2 Day
 DATE AND TIME RETURNED 7/8/13 12:00
 * IF LEFT BLANK, DUE IN WITHIN 24 HOURS AFTER RENTED OUT

PURCHASE ORDER NO. DEPOSIT RECEIVED \$

CASH <input type="checkbox"/>	CHECK <input type="checkbox"/>	M/C OR VISA <input type="checkbox"/>	CHARGE <input type="checkbox"/>	ADVANCE	ADD ON
ADVANCE RENTAL CHARGE					
ADDITIONAL RENTAL CHARGE					
TOTAL RENTAL AMOUNT				20.00	
DAMAGE WAIVER					
MERCHANDISE					
DELIVERY CHARGE					
PICK-UP CHARGE					
MISCELLANEOUS					
SUBTOTAL				1.20	
SALES TAX				21.20	
TOTAL CHARGES					
LESS: DEPOSIT RECEIVED					
BALANCE DUE OF					
AMOUNT REFUNDED *					

* NO CASH REFUNDS ON CHECKS OR CREDIT CARDS

HOMEOWNER CONTRACTOR INDUSTRIAL

REMARKS:

THIS SECTION TO BE COMPLETED AT TIME SUPPLIES ARE ISSUED OR SOLD

DESCRIPTION OF SUPPLIES ISSUED OR SOLD	UNIT OF ISSUE	QTY ISSUED OR SOLD	QTY RENTED	QTY USED	UNIT PRICE	AMOUNT
GASOLINE	GAL					

THE BACK OF THIS CONTRACT CONTAINS IMPORTANT TERMS AND CONDITIONS, INCLUDING LESSOR'S DISCLAIMER FROM ALL LIABILITY FOR INJURY OR DAMAGE AND DETAILS OF LESSEE'S OBLIGATIONS FOR RENTAL CHARGES AND RESPONSIBILITIES TO CARE FOR AND RETURN THE ITEMS RENTED. THEY ARE PART OF THIS AGREEMENT. READ THEM.

DAMAGE WAIVER CHARGE _____ % OF RENTAL CHARGES.
BY INITIALS HEREON OR BY SEPARATE WRITTEN CONFIRMATION, LESSEE DECLINES DAMAGE WAIVER CHARGE AS DESCRIBED IN PARAGRAPH 10, DAMAGE WAIVER CHARGE ON REVERSE SIDE OF THIS CONTRACT

REJECTION
INITIALS

TIME IS MONEY! YOU ARE CHARGED FOR TIME THE EQUIPMENT IS IN YOUR POSSESSION. TO AVOID ADDITIONAL RENTAL CHARGES RETURN PROMPTLY.

NOTICE: CUSTOMER MUST CALL BOUNDARY TRACTOR-YAMAHA IMMEDIATELY SHOULD EQUIPMENT BECOME INOPERABLE.

ACKNOWLEDGE RECEIPT IN GOOD ORDER OF THE ABOVE ITEMS, AND I CERTIFY THAT I HAVE READ AND AGREE TO ALL TERMS OF THIS AGREEMENT.

SIGNATURE Mike Carmichael
OTHER THAN LESSEE, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR LESSEE

FAILURE TO RETURN EQUIPMENT MAY RESULT IN A CRIMINAL PROSECUTION IN ACCORDANCE WITH APPLICABLE WASHINGTON STATE LAW R.C.W. 9A.45.060 AND/OR 9A.56.030-050 OR WAHO STATE LAW. EQUIPMENT RECEIVED SUBJECT TO TERMS & CONDITIONS ABOVE, AND AS STATED ON THE REVERSE SIDE OF THIS CONTRACT.

WARNING: NOTWITHSTANDING PAYMENT OF SAID FEE, IF RENTAL ITEMS ARE USED, OPERATED OR DRIVEN IN VIOLATION OF LAW OR ANY PROVISION OF THIS RENTAL AGREEMENT, LESSEE SHALL BE LIABLE FOR DAMAGES, TIRE DAMAGE AND REPAIR ON ANY TRUCK, TRAILER, TRACTOR, LIFT TRUCK, ETC. ARE ALWAYS CUSTOMER'S RESPONSIBILITY.

CLAIM FOR DAMAGE OR INJURY

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

Call early mornings

Checker@Super1-not available

Name: Marilyn Williams	Phone Number: (Home) 208 920-1107 (Work) 208 7-4000
Current Address: 6342 Main St, Trailer B3, Bonners Ferry ID 83805	
Address for the Six Months Immediately Prior to the Date the Damage or Injury Occurred: Same as above	
Date Damage or Injury Occurred: June 18, '13	Time: between 3:00-9:45 A.M. or <u>P.M.</u>
Location of Occurrence: 6342 Main St, Trailer B3	
Any Injuries? No	If so, what type?
Describe How Damage or Injury Occurred: Due to recent water line renovations, pressure caused a break in a hot water line in the wall of my trailer. I was at work and came home to spraying water and a mess.	
RECEIVED	
JUL 09 2013	
CITY OF BONNERS FERRY @10@yamtk	

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

I hereby make a claim against _____ a public entity, for water damage + repair (damage, injury, etc.) in the amount of unknown at this time

DATE: 6-22-13 SIGNATURE: Marilyn Williams

The golf committee meeting of July 9, 2013 convened at 5:50 p.m. at Mirror Lake Golf Course. Present for the meeting were Chairman Brion Poston, Louise Carter, Dick Staples, Steve Nelson, Linda Hiatt, Ralph and Julie Lotspeich, Stephen Boorman, and Kris Larson.

There is an increase in the season passes sold this year according to Ralph. We had about 94 season passes sold last year and so far this year there have been 100 sold. There are even some out of town people who have purchased season passes this year.

Louise Carter moved to approve the minutes from May 28, 2013. Steve Nelson seconded the motion. The motion passed, all in favor.

Golf rates were discussed. Ralph said the only regional course that has a local rate is the Elks and they have a Bonner County card for \$75 and that lowers the green fees to \$13 for nine holes and \$20 for 18 holes. Steve asked what the rate is of Boundary County residents paying green fees. Julie thinks it is about 20 percent. Dick said we need to maintain the course so we need to garner more revenue. Dick suggested raising the green fees \$2.00 across the board and offer a Boundary County rate card. The group discussed increasing season passes by \$25 and green fees by \$2. Julie said the Elks offers an early pass for sale in the fall that could go toward the next year. Linda asked how many of the season passes are local. Ralph thinks 80 percent are local. Dick would like to raise the green fees \$2.00 across the board and offer local players a \$2.00 discount. Dick moved to raise green fees \$2.00 across the board but leave the rates the same for local residents. Steve Nelson seconded the motion. The motion passed, all in favor. Dick asked to reopen the discussion of junior green fees. Dick amended his motion to be only for adult green fees and increase junior rates by \$1.00. Steve Nelson seconded the motion and it passed, all in favor. Punch cards would increase from \$144 to \$162 for nine holes and from \$207 to \$225 for 18 holes.

Cart trail fees were discussed. Ralph said he has purchased four new carts.

Season pass fees were discussed. A ten percent increase would raise the season pass rate from \$350 to \$385 for an adult individual pass. Steve Nelson moved to increase adult season passes to \$375 and couples to \$675. Linda would like to see a preseason rate if we raise the season pass rates. Steve changed his motion to be \$375 and \$675 but if the passes are purchased before January 1 the purchaser gets the passes at the current rates. Dick thinks season passes should be \$385 and couple passes should be \$675. Steve moved to adopt these rates. Louise Carter seconded the motion. The motion passed, all in favor. Steve moved that season pass rates stay the same if they are purchased prior to January 1, 2014. Linda Hiatt seconded the motion. The motion passed, all in favor. The group discussed allowing patrons to purchase a season pass after September 15, 2013 at the new rates but allow them to play for the remaining season and still have the passes be good for the 2014 season. Dick moved to offer 2014 season passes for those wanting to purchase one at the new prices after September 1, 2013 and use it for the remaining 2013 season and still be good for 2014. Motion died for lack of a second. Steve

Nelson moved to offer a pass at next year's rates beginning September 15 for the remainder of the 2013 season and all of the 2014 season. Steve amended his motion to September 3 rather than September 15. Dick Staples seconded the motion. The motion passed, all in favor. This recommendation will go to city council.

The committee took a recess at 6:48 p.m. to view a golf mower demonstration.

The meeting reconvened at 7:11 p.m. The group briefly discussed leasing versus purchasing a mower and possible inter fund borrowing. A trim mower is the highest priority and then a fairway mower and then a rough mower. Ralph said the greens mower was purchased in the fall of 2010. Ralph said we may have to purchase a used tee mower to get us by. Dick suggested limiting the budget to a trim mower only for 2014. Ralph said the revenues are up this year and most regional courses are up except for Priest River.

Ralph has recently put some chemicals on the course to get rid of weeds that grow.

Dick moved to recommend to city council that they look into purchasing the trim mower listed as presented this evening. The condition of the course will suffer if the purchase is not made. Linda Hiatt seconded the motion. The motion passed, all in favor.

The group discussed the budget and capital. Ralph said Julie's students helped rebuild tee boxes as work projects in exchange for lessons that Ralph gives the students.

The group discussed planning efforts between the city and the golf committee to get large projects done each year and the golf committee being involved with the expenditures. Brion said there is about \$10,000 worth of work done by the city that is not yet posted to the golf course expenses for work the city has done this year.

Steve Nelson moved to budget \$25,000 per year for capital leases for two mowers (a trim mower and a fairway mower) and one tee box rebuild each year. Dick Staples seconded the motion. The motion passed, all in favor.

Ralph asked what the committee wanted to see on the tee boxes, just flattening? The group discussed leveling the tee boxes as well as rebuilding tee boxes. Stephen said drainage needs to be considered when rebuilding tee boxes. Ralph said drainage is very important. Dick said we need to remove trees, if necessary, to make the improvements last. Brion said we need to get the sprinkler heads out of the tee box area. Ralph said he has grown up straddling sprinkler heads at tee boxes.

Steve Nelson moved to table the enterprise fund discussion. Dick seconded the motion. The motion passed, all in favor.

Steve Nelson moved to have the topic of the next meeting be for discussion of the contract. The meeting was set for July 23, 2013 at 6:00 p.m. at City Hall. Dick would like this meeting to be

with the committee only. Stephen said it is appropriate to go into executive session and the attorney must be there.

There being no further business Steve Nelson moved to adjourn the meeting at 7:55 p.m. Linda Hiatt seconded the motion and it passed, all in favor.