

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
October 2, 2012
7:00 p.m.**

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

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

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approve September 18, 2012 Council Meeting Minutes

OLD BUSINESS

5. Electric – Approval of Job Reclassification for Steve Neumeyer (attachment)

NEW BUSINESS

6. City – Swear in Attorney Will Herrington (attachment)
7. City – Authorize Mayor to Sign Contract with Will Herrington for City Attorney Services
8. Water – Authorize Mayor to Sign USDA Control Sheet and Pay Request for Deep Creek Crossing Waterline Replacement Project and Approve Payment to S&L Underground and Welch Comer (attachment)
9. City – Approve Hire of Head Lifeguard for 2013 (attachment)
10. Police/Fire – Authorize Mayor to Sign Fire and Law Enforcement Contract with Kootenai Tribe of Idaho (attachment)
11. City – Discuss Fiber Project

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

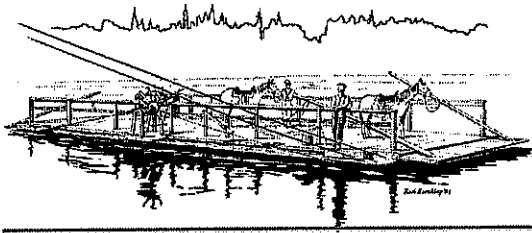
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations 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

- 12. Electric/Water/Sewer – Profit/Loss Reports (attachment)



CITY OF BONNERS FERRY

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

Memo

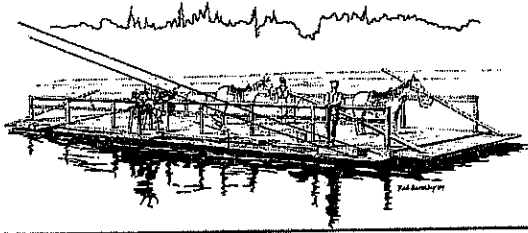
To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 9/28/2012
Re: Will Herrington

We are required by Idaho Code to have a city attorney and Will Herrington has offered to fill in for us until we get an attorney on board. The job advertisement for attorney/assistant city administrator closed last Friday and the interview process will begin soon.

Will is going to fill in for criminal issues as well as civil until we get our position filled. He will bring a contract to us for signature when he comes for the meeting. He said his fees will be the same as what he charges for the annexation work.

If you have any questions please call me at 267-0351.

Thank you.



CITY OF BONNERS FERRY

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

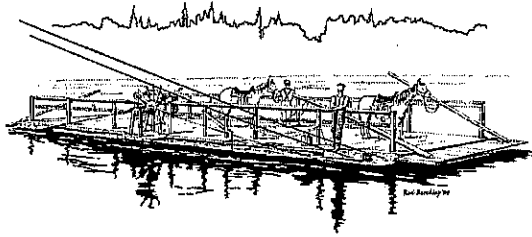
OATH

I, **Will Herrington**, do solemnly swear (or affirm) that I will support the Constitution of the United States and the State of Idaho, and the Laws and Ordinances of the City of Bonners Ferry, Idaho, and that I will to the best of my ability, faithfully perform the duties of City Attorney in the City of Bonners Ferry, Idaho, during my continuance therein, so help me God.

Will Herrington

Subscribed and sworn to before me this 2nd day of October, 2012.

Kris Larson, City Clerk



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 13 September 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Job reclassification.

This memo is to recommend the reclassification of the job duties of Steve Neumeyer. Over his tenure at the City his skills and duties have changed significantly. Attached is a Job description that we would propose for Steve. This description largely encapsulates what he is currently doing for the City in addition to serving as the City's electrician. This would be in addition to his job description of City Electrician.

In looking at the comparable compensation in the electric utility industry for the skills and duties, it is our recommendation that his pay be changed to lineman scale. Further, it is our recommendation that he report directly to the Line Department Superintendent. Please note that we would recommend that this be contingent on Steve obtaining a Class A CDL.

SJB

STATION WIREMAN/METERMAN

GENERAL STATEMENT OF DUTIES:

Skilled work of journeyman substation wireman, relay technician, apparatus technician, and meterman. Responsible for; powerplant and substation wiring, installing, maintaining and troubleshooting substation apparatus (including breakers, relays, and reclosers), and inventorying and programming electric revenue meters. Works well with City employees of all departments and the general public. Performs other related duties as assigned.

DISTINGUISHING CHARACTERISTICS OF CLASS:

Incumbents in this class normally work as directed by the Electric Line Department Superintendent without direct oversight and are responsible for completed installations. This is a partial position to be combined with another primary position.

EXAMPLES OF DUTIES:

Maintains and troubleshoots the relay, breakers, and regulators at the substations. Responsible for maintaining the wiring and controls and the powerplant. Maintains, test, programs, repairs or coordinates the repair of meters (KWH, KWD, KVARH, etc.) in accordance with established policies and accepted industry standards to ensure accurate measurement of the power consumptions of City customers. Keeps updated regarding developments in equipment, methods of testing and repair of metering equipment in order to ensure efficient and economical maintenance and repair of the City's metering equipment.

REQUIRED SKILLS, KNOWLEDGE AND ABILITIES:

Knowledge of industry standards and approved methods for electrical apparatus, relaying, and electrical metering. Knowledge of basic electrical theory as applies to electrical utilities. Understanding of industrial occupational safety and health practices. Basic math skills are required. Basic understanding of, and familiarity with, personal computers.

PHYSICAL REQUIREMENT:

While performing the duties of these jobs, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee frequently is required to stand, walk, and talk or hear. The employee is occasionally required to sit; climb or balance; and stoop, kneel, crouch, or crawl. This job is occasionally required to be performed under adverse conditions.

The employee must occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this position includes close vision, distance vision, color vision, depth perception and the ability to adjust focus.

ACCEPTABLE EDUCATION AND EXPERIENCE:

Graduation from high school, two years vocational training in the electrical/electronic field, and 1 year experience in metering. Or, graduation from high school, completion of other certified meter training program and 1 year experience.

SPECIAL REQUIREMENTS:

Possession of a valid Idaho Class A Drivers License. First aid and CPR certifications.



Northwest Public Power Association

[Home](#) | [Jobs](#) | [Job Seekers](#) | [View List of Available Jobs](#)

Company Name: City of Forest Grove
Address 1: 1924 Council St.
Address 2: P.O. Box 326
City: Forest Grove
State: OR
Zip: 97116
Position Title: Lead Substation Meter Relay Technician
Number of Openings: 1
Position Type: Substation
Start Date: 09/14/2012
Duties: The City of Forest Grove, OR, Light and Power Department is seeking a Lead Substation Meter Relay Technician (M/F); \$43.26/hour; excellent fringe benefit package. The City of Forest Grove (pop. 21,770) is a "full-service" city covering an area of 4.5 square miles and located only 23 miles west of Portland. It offers the advantages of small city living, while only 45 minutes from downtown Portland and 60 minutes from the Cascade mountain range of the Pacific coast. Duties of the position include performing a variety of technical duties related to installing and maintaining the electrical substation system and associated facilities; and to be cross-trained in the maintenance, installation, and repair of the electrical metering system.
Experience Required: The successful applicant will have the equivalent to the completion of the twelfth grade supplemented by specialized training in electric substation installation, maintenance and repair, advanced computer skills, and completion of an approved apprenticeship program in a related field plus one year of experience working as a journeyman wireman or relay technician. Special consideration will be given to those applicants with knowledge of the installation and testing of substation control devices including relays and monitoring devices. Position also requires possession of an appropriate, valid Journeyman Wireman, Relay Technician or related certificate.
Wage or Salary: 43.26
Per Hour
Approximate Work Hours or Days: 40
Hours
How to apply: Obtain complete job announcement, including selection process details, and apply online at: www.forestgrove-or.gov. Veteran's Preference form must be submitted if claiming Veteran's preference. An offer of employment will be contingent upon the successful completion of a physical and drug screen at the City's expense, and an acceptable driving and criminal record. Open until filled. Deadline for first review of applications is September 28, 2012. Equal Opportunity Employer.
Posting End Date: 10/13/2012

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9817 N.E. 54th St., Ste. 200, Vancouver, WA 98662
Phone: (360) 254-0109 | Fax: (360) 254-5731 | nwppa@nwppa.org

Kris Larson

From: MacDonald, Sharie [smacdonald@welchcomer.com]
Sent: Friday, September 28, 2012 11:28 AM
To: Kris Larson
Subject: Council Agenda Items
Attachments: 15856USDA CONTROL 2.pdf

Kris –

Attached please find a copy of the USDA control sheet, Welch Comer invoices and Pay Request No. 1 associated with the Deep Creek Crossing for your use. Originals will be mailed to you.

Thanks and have a good weekend!

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

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USDA Control Sheet

City of Bonners Ferry Water System Improvement Project

Project Number: 15856.00.0

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

REPORT DATE: 09/28/12

REQUEST # 2

INVOICE DATE	INVOICE NUMBER	CLAIMANT	INVOICE AMOUNT	TO BE FUNDED BY:			BUDGET CATEGORY
				ICDBG	USDA Loan	USDA Grant	
09/26/12	1	S & L Underground, Inc.	\$ 131,993.00			\$ 131,993.00	Construction
09/27/12	2012542	Welch Comer & Associates	\$ 2,531.54			\$ 2,531.54	Survey/ROW
09/28/12	2012563	Welch Comer & Associates	\$ 6,361.34			\$ 6,361.34	CPS/Inspection
TOTAL REQUEST FOR FUNDS:			\$ 140,885.88	\$ -	\$ -	\$ 140,885.88	\$ -

Recommended by: _____
(Engineer)

(Date)

Approved by: _____
(Owner)

(Date)

Approved by: _____
Funding Agency (if applicable)

(Date)

Invoice

September 27, 2012
Project No: 45004.00.0
Invoice No: 2012542

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 August 30, 2012 to September 27, 2012

Phase	080	Topographic Survey		
Fee				
Total Fee		6,600.00		
Percent Complete	100.00	Total Earned	6,600.00	
		Previous Fee Billing	4,290.00	
		Current Fee Billing	2,310.00	
		Total Fee		2,310.00
Total this Phase				\$2,310.00

Phase	081	Right of Way Services			
Professional Personnel					
			Hours	Rate	Amount
Processing/Calcs.					
Hathaway, Mike	9/8/2012		1.50	130.00	195.00
Process monument ties					
Hathaway, Mike	9/22/2012		2.75	130.00	357.50
Right of way resolution					
Hathaway, Mike	9/22/2012		2.00	130.00	260.00
Right of way resolution, brief review of easements					
Totals			6.25		812.50
Total Labor					812.50
Billing Limits					
Total Billings		Current	Prior	To-Date	
Limit		812.50	4,578.46	5,390.96	
Adjustment				4,800.00	
					-590.96
Total this Phase					\$221.54
Total this Invoice					\$2,531.54

Invoice

September 28, 2012
Project No: 45002.00.0
Invoice No: 2012563

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

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline
Professional Services from August 29, 2012 to September 28, 2012

Phase	050	Construction Phase Services		
Fee				
Total Fee		4,700.00		
Percent Complete		70.00	Total Earned	3,290.00
			Previous Fee Billing	705.00
			Current Fee Billing	2,585.00
			Total Fee	2,585.00
			Total this Phase	\$2,585.00

Phase	052	Resident Project Representative		
Professional Personnel				
			Hours	Rate
				Amount
RPR Services				
Gazdik, Jerry	9/1/2012		3.00	80.00
				240.00
RPR Services				
Gazdik, Jerry	9/15/2012		40.00	80.00
				3,200.00
RPR Services				
Totals			43.00	
				3,440.00
		Total Labor		3,440.00

Unit Billing

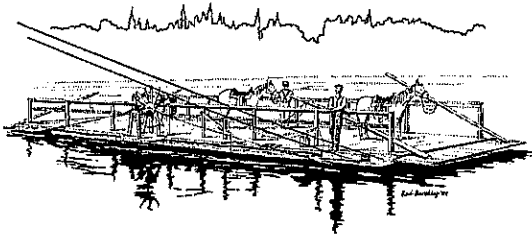
Reimbursable Mileage @ 0.555

8/29/2012	RPR	65.0 miles @ 0.555	36.08
9/10/2012	RPR	84.0 miles @ 0.555	46.62
9/11/2012	RPR	84.0 miles @ 0.555	46.62
9/12/2012	RPR	88.0 miles @ 0.555	48.84
9/13/2012	RPR	107.0 miles @ 0.555	59.39
9/14/2012	RPR	104.0 miles @ 0.555	57.72
9/15/2012	RPR	74.0 miles @ 0.555	41.07
	Total Units		336.34
			336.34

Billing Limits	Current	Prior	To-Date
Total Billings	3,776.34	0.00	3,776.34
Limit			4,500.00
Remaining			723.66

Project	45002.00.0	Invoice	2012563
		Total this Phase	\$3,776.34
		Total this Invoice	\$6,361.34

CITY OF BONNERS FERRY, IDAHO DEEP CREEK CROSSING WATERLINE REPLACEMENT PROJECT PAY REQUEST SUPPORTING WORKSHEET										Pay Request No. 1		Total-to-Date - Contract Qty*)	
Pay Item	Description	Pay Unit	Contract Est. Quantities	Change Order Quantities	Total Est. Contract Quantities	Unit Price	This Period		Total-to-Date		Difference		
							Quantities	Amount	Quantities	Amount	Quantities*	Amount*	
01 5050.01	Mobilization	LS	1.00		1.00	\$ 13,000.00	0.60	\$ 7,800.00	0.60	\$ 7,800.00	(0.40)	\$ (5,200.00)	
01 5713.04	Site Control	LS	1.00		1.00	\$ 10,000.00	0.50	\$ 5,000.00	0.50	\$ 5,000.00	(0.50)	\$ (5,000.00)	
01 5713.15	Silt Fence	LF	230.00		230.00	\$ 8.00	330.00	\$ 2,640.00	330.00	\$ 2,640.00	100.00	\$ 800.00	
31 2227.02	Horizontal Directional Drill (HDD)	LS	1.00		1.00	\$ 95,000.00	1.00	\$ 95,000.00	1.00	\$ 95,000.00	0.00	\$ -	
31 231613.01	Exploratory Excavation	HR	8.00		8.00	\$ 200.00	4.00	\$ 800.00	4.00	\$ 800.00	(4.00)	\$ (800.00)	
33 1116.04	18" HDPE Waterline Installation (Trench)	LF	80.00		80.00	\$ 100.00	64.00	\$ 6,400.00	64.00	\$ 6,400.00	(16.00)	\$ (1,600.00)	
33 1116.05	18" HDPE Waterline Installation (HDD)	LF	240.00		240.00	\$ 75.00	224.00	\$ 16,800.00	224.00	\$ 16,800.00	(16.00)	\$ (1,200.00)	
33 1116.27	18" AWWA C504 Butterfly Valve	EA	2.00		2.00	\$ 4,500.00	1.00	\$ 4,500.00	1.00	\$ 4,500.00	(1.00)	\$ (4,500.00)	
33 1116.49	Tie-In to Existing 16-Inch Waterline	EA	2.00		2.00	\$ 8,000.00		\$ -	0.00	\$ -	(2.00)	\$ (16,000.00)	
33 1116.55	Cap and Abandon Existing Waterline	EA	2.00		2.00	\$ 1,200.00		\$ -	0.00	\$ -	(2.00)	\$ (2,400.00)	
					0.00			\$ -	0.00	\$ -	0.00	\$ -	
* Pay Items #33 1116.04 and 33 1116.05 shall be paid at 80% until tested and approved.													
* Pay Item #33 1116.27 paid at 50% until installed and accepted.													
						SUBTOTAL		\$ 138,940.00		\$ 138,940.00		\$ (35,900.00)	
						STOCKPILED MATERIALS		\$ -		\$ -		*Negative Number = Underage	
						LESS RETAINAGE		\$ (6,947.00)		\$ (6,947.00)		*Positive Number = Overage	
						LESS PREVIOUS PAYMENTS		\$ -		\$ -			
						TOTAL AMOUNT NOW DUE		\$ 131,993.00		\$ 131,993.00			



MEMO

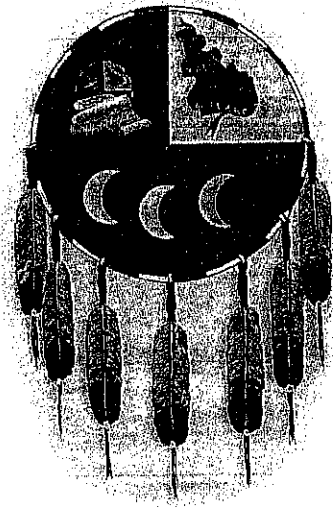
CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 25 September 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Head Lifeguard for 2013.

Jasmine Robertson who has been our Head Lifeguard for a number of seasons has advised us that this was her last year. We would like to thank Jasmine for the great job she has done for us.

Therefore, this memo is to recommend that Samantha Kelly become the new Head Lifeguard beginning the 2013 Season. Samantha has worked at the pool for a number of years and has been a great employee.

STB



Kootenai Tribe of Idaho

P.O. Box 1269
Bonners Ferry, ID 83805
Ph# (208) 267-3519
Fax (208) 267-2960

September 17, 2012

Dave Anderson, Mayor
City of Bonners Ferry
P.O. Box 149
Bonners Ferry, ID 83805

Dear Mayor Anderson:

Please find enclosed the Fire and Law Enforcement Contract between the Kootenai Tribe of Idaho and the City of Bonners Ferry for fiscal year 2013.

The Tribe appreciates the working relationship with the City of Bonners Ferry and looks forward to its continuation. If you have any questions, please contact myself or Chairperson Jennifer Porter at 267-3519.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Patricia N. Perry'.

Patricia N. Perry
Administrative Director

ORIGINAL

FIRE AND LAW ENFORCEMENT SERVICES CONTRACT

The purpose of this contract is to provide law enforcement and fire protection on that portion of the Kootenai Indian Reservation located within the corporate boundaries of the City of Bonners Ferry, Idaho, including all tribally owned lands therein held in trust by the United States or subject to a federal restriction on alienation. (See Attachment A).

PARTIES

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "Tribe") and the City of Bonners Ferry (hereinafter "City") to carry out provisions of a self-governance compact between the Tribe and the Bureau of Indian Affairs (hereinafter "BIA").

FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.

A.

SCOPE OF SERVICES

The City shall provide fire protection services to that portion of the Kootenai Indian Reservation described in the introductory paragraph.

Services to be provided include, but are not limited to, the following:

1. Fire Protection Services.
2. Investigative Services.
3. Preventative Programs and Activities.

The City shall provide all necessary qualified and/or licensed personnel, supplies and equipment necessary for performing the following services:

1. Fire Protection Requirements.

The City shall be responsible for providing fire protection to that portion of the Kootenai Indian Reservation covered by this contract in the same manner and to the same extent as it provides fire protection to other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

The Tribe agrees to maintain the property covered by this contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho.

In the event that the Tribe shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the City, by written notice, may require the Tribe to bring the facilities into compliance and, if the Tribe fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Agreement.

2. Investigative Services.

The City shall be responsible for performing fire investigations for the enforcement of the UFC as adopted by the State of Idaho on that portion of the Kootenai Indian Reservation covered by this contract in the same manner and to the same extent it performs fire investigations in other portions of Bonners Ferry, Idaho over which it has fire protection responsibilities.

3. Preventative Programs.

The City shall be responsible for the conduct of fire prevention programs and activities on that portion of the Kootenai Indian Reservation covered by this contract, including, but not limited to:

- a. Periodic testing of fire hydrants to insure adequate water pressure and quantity; and
- b. Inspection of on-Reservation premises at least one time during the contract period.

The City shall furnish such personnel as are needed to perform the services, functions and programs contracted to be performed.

B.

FIRE HYDRANTS

The Tribe authorizes the City to use the fire hydrants of the Tribe in its performance of this Agreement.

The Tribe shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the Tribe. This work will be done by the City. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the Tribe, unless it is of an emergency nature to

preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

C.

PROGRESS AND FINAL REPORTS

The City shall submit quarterly to the Tribe through its authorized representative Fire Protection Progress Reports in triplicate. The reports will contain at a minimum:

1. Type of service rendered, including, but not limited to:

- a. response to fire alerts.
- b. investigations.

2. Preventative programs and activities.

The City shall also submit to the Tribe an Annual Narrative Report containing the same information required in the quarterly Progress Report.

LAW ENFORCEMENT SERVICES AND PROGRAMS TO BE PERFORMED

A.

SCOPE OF SERVICES

The City shall provide law enforcement services to that portion of the Kootenai Indian Reservation described in the introductory paragraph. Services to be performed include, but are not limited to:

1. Police Protection;
2. Investigative Services;
3. Enforcement Services; and

4. Unless the Kootenai Tribal Court has jurisdiction over the offense, prosecution of criminal offenses within the jurisdiction of the City Attorney in state courts as provided by the laws of the State of Idaho and the ordinances of the City of Bonners Ferry.

The City shall provide qualified personnel, supplies and equipment necessary for performing all services hereunder. Officers utilized to meet the City's obligation shall have the same qualifications and training required of all

police officers employed by the City and shall comply with the laws of the State of Idaho concerning the certification of Peace Officers. Subject to availability of funding, the Tribe shall provide adequate advice and training information and written materials to City law enforcement officers related to the unique jurisdictional and other requirements involved in law enforcement in Indian Country and under the provisions of Tribal law.

1. Police Protection.

The City shall provide police protection and services to the Reservation in the same manner and to the same extent as such protection and services are provided elsewhere in the City. Such protection and services shall include, but are not limited to:

- a. Patrol on a random and unscheduled basis on the Reservation not less than two (2) times every twenty-four (24) hours.
- b. Enforcement of all offenses within the authority of the City Police and all criminal offenses and infractions enumerated in the Kootenai Tribal Law and Order Code, including arrests, incarceration and cooperation with prosecutors.
- c. Protection for all citizens and property on the Reservation.
- d. Response to all citizen complaints.

2. Investigative Reports.

The City shall investigate all offenses occurring on the Reservation, including those set forth in the Kootenai Tribal Law and Order Code, and shall assist Federal Law Enforcement Officers in the initial phase of investigation of federal offenses that occur on the Reservation. The City shall notify the Council of the Tribe of any investigation of a tribal infraction as soon as practical.

3. Enforcement Services.

The City shall serve all warrants and other court processes without delay regarding any felony and all others as directed by the Kootenai Tribal Court.

The City shall prepare reports and give testimony in the Kootenai Tribal Court, in the same manner and to the same extent as any other court.

4. Prosecution

The Tribe shall prosecute offenses within the jurisdiction of the Tribe in Tribal Court with the assistance of the City as described in subsection 3 of this section.

Prosecution of crimes investigated by the City Police by the City Attorney will be limited to those crimes that the City Attorney has jurisdiction to prosecute in the Magistrate Division of the District Court of the First Judicial District, Boundary County, Idaho. The City Attorney shall apply the same standards as are applied to all other cases within the authority of the City Attorney in determining which cases to prosecute and in pursuing convictions against those accused of committing offenses on the Reservation.

B.

EXCLUSION FOR CRIMES SUBJECT TO EXCLUSIVE FEDERAL JURISDICTION

The City shall not be responsible for carrying out investigations or providing services beyond what it would normally provide for crimes determined to be subject to the Major Crimes Act, 18 U.S.C. § 1153, which involve felonies over which the United States has retained exclusive jurisdiction. Nothing herein shall relieve the City from providing law enforcement services relative to Indians who commit offenses punishable under state law per Idaho Code 67-5101 or 67-5102 and relative to non-Indians who commit offenses punishable under state or federal law.

The Tribe will reimburse the City for extraordinary expenses incurred in the investigation and/or cooperation with the prosecution of crimes prosecuted in the U.S. Federal Court System and/or which are a violation of federal law.

C.

REPORTS

The City shall furnish to the Tribe the following written reports:

1. Monthly reports.

Monthly reports summarizing the type of services provided, dates and times of patrols and including copies of all incident reports.

2. Quarterly reports.

Quarterly reports outlining the preventative programs and activities available to the Tribe, noting trends in local criminal activity, any matters related to jurisdictional questions and a summation of the training received by its officers.

3. Annual report.

An annual report containing a compilation and summation of all weekly and quarterly reports shall be submitted to the Tribe within thirty (30) days of the close of a contract year, which also shall contain comments, suggestions and recommendations of the Chief of Police regarding the execution of this Agreement.

GENERAL TERMS AND CONDITIONS

The following provisions apply to both the fire protection and law enforcement provisions of this Agreement.

A.

SUPPLIES, EQUIPMENT & FACILITIES

At its expense, the City shall furnish all supplies, equipment and facilities needed to perform the services, functions and programs contracted to be performed. No supplies equipment or facilities will be furnished by the Tribe unless otherwise expressly provided herein.

B.

CONTRACT TERM

The period of this contract shall be the period beginning October 1, 2012 and ending September 30, 2013 subject to termination at any time upon ninety (90) days written notice by either party. This contract may be modified in writing by mutual consent of both parties.

C.

CONTRACT RATE AND METHOD OF PAYMENT

For services provided, the Tribe shall pay for the fiscal year commencing October 1st and ending September 30th as follows:

2012-2013	Fire Protection/Law Enforcement Services	\$ 39,008.00
	Total Annual Contract Rate	\$ 39,008.00

The previous contracts between the parties for these same services terminated September 30, 2012. The City will submit an invoice to the Tribe monthly for one-twelfth (1/12) of the annual rate plus any extraordinary charges as provided for herein, together with any report required herein. The Tribe shall pay such invoice not later than the tenth (10th) day of the month following receipt of such invoice.

D.

DISPUTES

Disputes arising under this contract shall be resolved by binding arbitration through the BIA or, at the option of either party, through binding arbitration conducted before a panel of three arbitrators in which each party chooses one arbitrator who shall then choose the third member of the panel.

E.

INDEMNIFICATION

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the

Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

Nothing in this Agreement shall waive the requirements of or increase the liability limits established by Idaho Code Chapter 9 of Title 6 as it now exists or may hereafter be amended.

F.

PAYMENT IN LIEU OF TAXES

It is understood between the parties that services rendered under this Contract directly or indirectly are in lieu of taxes, and that if real or personal property taxes are ultimately paid by the Tribe to the City for Kootenai River Inn property, all or part of the payments described herein will be subject to rebate dollar for dollar. In the event that all categories of taxes for business and property on non-Indian lands shall become applicable to the property and business subject of this Agreement, for the period such taxes are paid payments herewith shall be fully refunded and the Agreement shall automatically terminate.

G.

VOLUME CONSIDERATION

This Agreement is entered into based upon the assumption that the facilities owned and operated by the Tribe are as they now exist. In the event that, during the term of this Agreement, the Tribe shall modify its facilities to increase its capacity, it is anticipated that there will be a corresponding increase in the demand for the City's services as contracted for by this Agreement. In such event, the parties agree to renegotiate the compensation to provide for an appropriate increase and the rate paid to the City for the services that the City hereby agrees to provide.

H.

TRIBAL COOPERATION

The Tribe will cooperate with the City authorities and employees responsible for the performance of the duties herein. The Tribe will make available to the City's officers and employees the necessary records, personnel and access to facilities, which are owned, possessed, maintained or employed by the Tribe and failure to provide such will relieve the City of its duties under this Agreement.

I.

HOLD OVER CLAUSE

In the event that this contract is not timely renewed, its terms and provisions shall continue and services shall continue to be provided until the Tribe or the City provide notice of its cancellation. It is agreed that the City shall be reimbursed at the original contract rate until such time as a new contract has been executed, at which time the Tribe shall retroactively reimburse the City at the new rate.

DATED this ____ day of _____, 2012.

KOOTENAI TRIBE OF IDAHO

Attest:

By: _____
Jennifer Porter, Chairperson

By: _____
Velma Bahe, Secretary

CITY OF BONNERS FERRY

Attest:

By: _____

By: _____

CITY OF BONNERS FERRY ELECTRIC FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: July, 2012

	DOLLARS		KWH SOLD		# of Cust.
	This Month	Year to Date	This Month	Year to Date	
ENERGY SALES					
1 Residential & Farm	\$104,736	\$1,545,383			
2 Residential Seasonal					
3 Commercial - small (50 KVA or less)	\$36,912	\$445,311	1,355,334	21,010,496	1,939
4 Commercial - large (over 50 KVA)	\$81,035	\$712,920	524,005	6,549,392	455
5 Industrial	\$63,232	\$703,999	1,270,841	12,522,444	177
6 Irrigation and/or drainage pumping	\$2,236	\$21,464	1,295,989	15,113,270	12
7 Public Street Lighting	\$2,438	\$24,331	32,141	271,573	7
8 Interdepartmental	\$4,432	\$44,315	65,544	653,954	3
9 Self Consumed	\$99	\$1,844	631	21,166	26
10					3
11					
12 Total (1 thru 11)	\$295,120	\$3,499,567	4,544,485	56,142,295	2,622
OTHER REVENUES					
13 Pole Use		\$9,197			
14 Connects	\$1,705	\$11,195		\$296,825	\$3,523,379
15 Conservation					
16 Misc. Electric Revenue		\$3,420		\$154,332	\$2,638,747
17 Total Misc. Revenue (13 thru 15)	\$1,705	\$23,812		\$34,200	\$342,000
18 Total Operating Revenue (12 + 16)	\$296,825	\$3,523,379		\$14,841	\$161,495
OPERATING EXPENSES					
19 Generation	\$10,293	\$177,136		\$5,133	\$27,796
20 Power Purchases - BPA	\$85,298	\$1,653,362		\$208,506	\$3,170,038
21 Power Purchases - Other				\$88,319	\$353,341
22 Maintenance - General Property	\$6,274	\$49,271			
23 Conservation		\$2,614			
24 Customer's Srvc & Record	\$4,583	\$50,784			
25 Total Ops & Treatment Expense					
26 Administrative and General	\$30,473	\$451,173		\$5,145	\$27,914
27 Transmission	\$2,508	\$16,063		\$16	\$2,296
28 Distribution	\$12,470	\$199,543		\$2,602	\$26,020
29 Rolling Equipment	\$2,433	\$38,801			
30 Total Operating Expenses(19 thru 29)	\$154,332	\$2,638,747		\$2,602	\$48,997
INCOME STATEMENT					
			This Month	Year to Date	
1. Total operating Revenue (line 18)					
			4,544,485	56,142,295	2,622
2. Operating revenue deductions:					
3. Total operating expenses (line 30)					
			\$296,825	\$3,523,379	
4. Depreciation					
			\$34,200		
5. Amortization					
6. Taxes (transfer to General Fund)					
			\$14,841		
7. Tax equivalents (interest to General Fund)					
			\$5,133		
8. Total operating revenue deductions(3 thru 7)					
			\$208,506	\$208,506	\$3,170,038
9. Operating Income (1 minus 8)					
			\$88,319	\$88,319	\$353,341
OTHER INCOME					
10. Interest					
			\$5,145		\$27,914
11. Misc. Non-operating revenue (net)					
			\$16		\$2,296
12. Total other income (10 + 11)					
			\$5,161		\$30,210
13. Gross Income (9 + 12)					
			\$93,480		\$383,551
14. Interest on long term debt					
					\$22,977
15. Interest on investment of municipality					
				\$2,602	\$26,020
16. BPA Revenues					
17. BPA Expenditures					
18. Miscellaneous income deductions					
19. Total Income deductions (14 thru 18)					
				\$2,602	\$48,997
20. Net Income (13 minus 19)					
			\$90,878	\$90,878	\$334,554

CITY OF BONNERS FERRY WATER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: July, 2012

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$46,130	\$443,595	874,540	1,079
2 Commercial - small	\$15,407	\$145,538	452,342	210
3 Commercial - large	\$9,256	\$81,469	266,133	78
4 Interdepartmental	\$148	\$1,244	3,692	3
5 Wholesale				
6 Industrial	\$289	\$2,888		2
7 Pumping & Drainage	\$65	\$648		1
8 Total (1 thru 7)	\$71,295	\$675,382	1,536,707	1,373
OTHER REVENUES				
9 Bulk Water Sales		\$302		
10 Coin Op Sales	\$182	\$292		
11 Misc. Water Revenue	\$89	\$89		
13 Connect Fees	\$150	\$12,660		
14 Grant Revenue				
15 Total Misc. Revenue (9 thru 14)	\$421	\$13,343		
16 Total Operating Revenue (8 + 15)	\$71,716	\$688,725		
OPERATING EXPENSES				
17 Source of Supply	\$933	\$13,761		
18 Pumping	\$1,292	\$13,135		
19 Treatment	\$7,657	\$97,263		
20 Transmission	\$1,450	\$19,668		
21 Distribution	\$1,441	\$22,450		
22 Line Operation/Maintenance		\$6,650		
23 Meter Maintenance/Reading	\$373	\$5,565		
24 Structure Maintenance		\$402		
25 Customer Service	\$225	\$1,746		
26 Customer Accounting	\$1,706	\$14,753		
27 Rolling Equipment	\$878	\$9,835		
28 General & Administrative	\$7,580	\$113,512		
29 Conservation				
30 General Property Maintenance		\$208		
31 Total Operating Expenses(17 thru 28)	\$23,535	\$318,948		
INCOMESTATEMENT				
1. Total operating Revenue (line 16)				
2. Operating revenue deductions:				
3. Total operating expenses (line 29)				
4. Depreciation		\$25,650		\$256,500
5. Amortization				
6. Taxes (in lieu of)		\$3,586		\$34,436
7. Tax equivalents (Interest to General Fund)				
8. Total operating revenue deductions (3 thru 7)		\$52,771		\$609,884
9. Operating Income (1 minus 8)		\$18,945		\$78,841
OTHER INCOME				
10. Interest		\$195		\$1,507
11. Misc. Non-operating revenue (net)				
12. Total other income (10 + 11)		\$195		\$1,507
13. Gross Income (9 + 12)		\$19,140		\$80,348
14. Interest on long term debt		\$2,608		\$20,039
15. Interest on investment of municipality				
16. Miscellaneous income deductions				
17. Total Income deductions (14 thru 16)		\$2,608		\$20,039
18. Net Income (13 minus 17)		\$16,532		\$60,309

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: July, 2012

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$20,552	\$200,003		996
2 Commercial - small	\$11,245	\$115,675		205
3 Commercial - large	\$5,576	\$54,350		64
4 Interdepartmental	\$21	\$210		1
5 Wholesale				
6 Industrial	\$42	\$420		2
7 Pumping & Drainage				
8				
9 Total (1 thru 7)	\$37,436	\$370,658	0	1,268
OTHER REVENUES				
10 Junk or Salvage Sold				
11 Flusher Truck Rental		\$440		
12 Misc. Sewer Revenue				
13 Connect Fees		\$1,581		
14 Grant Revenue				
15 Total Misc. Revenue (10 thru 14)	\$0	\$2,021		
16 Total Operating Revenue (9 + 15)	\$37,436	\$372,679		
OPERATING EXPENSES				
17 Pumping & Lift	\$2,564	\$40,112		
18 Treatment	\$31,799	\$95,003		
19 Transmission		\$358		
20 Distribution	\$1,903	\$14,856		
21 Collection				
22 Operation Lines	\$136	\$1,817		
23 Maintenance of Lines	\$264	\$1,312		
24 Structure Maintenance		\$241		
25 Customer Service				
26 Customer Accounting	\$123	\$1,124		
27 Rolling Equipment	\$800	\$8,923		
28 General & Administrative	\$5,201	\$58,802		
29 General Property Maintenance	(\$1,045)	\$140		
Total Operating Expenses(17 thru 27)	\$41,745	\$222,688		
INCOME STATEMENT				
			This Month	Year to Date
1. Total operating Revenue (line 15)			\$37,436	\$372,679
2. Operating revenue deductions:				
3. Total operating expenses (line 28)			\$41,745	\$222,688
4. Depreciation			\$6,720	\$67,200
5. Amortization			\$1,872	\$18,634
6. Taxes (general fund transfer)			\$50,337	\$308,522
7. Tax equivalents (Interest to General Fund)			(\$12,901)	\$64,157
8. Total operating revenue deductions(3 thru 7)			\$210	\$2,041
9. Operating Income (1 minus 8)			\$210	\$2,041
OTHER INCOME				
10. Interest			\$210	\$2,041
11. Misc. Non-operating revenue (net)			\$210	\$2,041
12. Total other income (10 + 11)			\$210	\$2,041
13. Gross Income (9 + 12)			(\$12,691)	\$66,198
14. Interest on long term debt				
15. Interest on investment of municipality				
16. Miscellaneous income deductions			\$97,381.00	
17. Total Income deductions (14 thru 16)			\$0	\$0
18. Net Income (3 minus 17)			(\$12,691)	\$66,198

CITY OF BONNERS FERRY ELECTRIC FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: August, 2012

	ENERGY SALES		DOLLARS		KWH SOLD		Year to Date	# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	This Month	Year to Date		
1 Residential & Farm	\$107,311	\$1,652,695	1,409,709	22,420,205	1,934			
2 Residential Seasonal								
3 Commercial - small (50 KVA or less)	\$40,565	\$485,876	587,614	7,137,006	456			
4 Commercial - large (over 50 KVA)	\$92,142	\$805,062	1,400,812	13,923,256	181			
5 Industrial	\$65,268	\$769,268	1,358,964	16,472,234	12			
6 Irrigation and/or drainage pumping	\$1,830	\$23,293	25,089	296,662	8			
7 Public Street Lighting	\$2,438	\$26,769			3			
8 Interdepartmental	\$5,298	\$49,613	73,488	727,442	27			
9 Self Consumed	\$108	\$1,953	791	21,957	3			
10								
11								
12 Total (1 thru 11)	\$314,960	\$3,814,529	4,856,467	60,998,762	2,624			
OTHER REVENUES								
13 Pole Use		\$9,197						
14 Connects	\$1,160	\$12,355						
15 Conservation								
16 Misc. Electric Revenue		\$3,420						
17 Total Misc. Revenue (13 thru 15)	\$1,160	\$24,972						
18 Total Operating Revenue (12 + 16)	\$316,120	\$3,839,501						
OPERATING EXPENSES								
19 Generation	\$41,593	\$218,729						
20 Power Purchases - BPA	\$52,115	\$1,705,477						
21 Power Purchases - Other								
22 Maintenance - General Property	\$4,535	\$53,807						
23 Conservation	\$3,480	\$6,094						
24 Customer's Svc & Record	\$6,057	\$56,841						
25 Total Ops & Treatment Expense								
26 Administrative and General	\$30,194	\$481,367						
27 Transmission	\$4,536	\$20,599						
28 Distribution	\$14,625	\$214,168						
29 Rolling Equipment	\$7,735	\$46,536						
30 Total Operating Expenses(19 thru 29)	\$164,870	\$2,803,618						
INCOMESTATEMENT								
1. Total operating Revenue (line 18)			This Month			Year to Date		
			\$316,120			\$3,839,501		
2. Operating revenue deductions:								
3. Total operating expenses (line 30)								
			\$164,870			\$2,803,618		
4. Depreciation								
			\$34,200			\$376,200		
5. Amortization								
6. Taxes (transfer to General Fund)								
			\$15,806			\$177,301		
7. Tax equivalents (Interest to General Fund)								
			\$3,117			\$30,913		
8. Total operating revenue deductions(3 thru 7)								
			\$217,993			\$3,388,032		
9. Operating Income (1 minus 8)								
			\$98,127			\$451,469		
OTHER INCOME								
10. Interest								
			\$3,130			\$31,044		
11. Misc. Non-operating revenue (net)								
			\$65			\$2,361		
12. Total other income (10 + 11)								
			\$3,195			\$33,405		
13. Gross Income (9 + 12)								
			\$101,322			\$484,874		
14. Interest on long term debt								
			\$26,979			\$49,956		
15. Interest on investment of municipality								
			\$2,603			\$28,623		
16. BPA Revenues								
17. BPA Expenditures								
18. Miscellaneous income deductions								
			\$29,582			\$78,579		
19. Total Income deductions (14 thru 18)								
			\$741,740			\$406,295		
20. Net Income (13 minus 19)								
			\$29,582			\$78,579		

CITY OF BONNERS FERRY WATER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: August, 2012

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$53,870	\$497,465	1,435,841	1,079
2 Commercial - small	\$19,631	\$165,169	687,008	211
3 Commercial - large	\$12,530	\$94,000	470,301	78
4 Interdepartmental	\$186	\$1,430	5,054	3
5 Wholesale				
6 Industrial	\$289	\$3,177		2
7 Pumping & Drainage	\$65	\$712		1
8 Total (1 thru 7)	\$86,571	\$761,963	2,598,204	1,374
OTHER REVENUES				
9 Bulk Water Sales	\$100	\$402		
10 Coin Op Sales		\$292		
11 Misc. Water Revenue		\$89		
13 Connect Fees	\$970	\$13,630		
14 Grant Revenue				
15 Total Misc. Revenue (9 thru 14)	\$1,070	\$14,413		
16 Total Operating Revenue (8 + 15)	\$87,641	\$776,366		
OPERATING EXPENSES				
17 Source of Supply	\$1,189	\$14,950		
18 Pumping	\$1,122	\$14,257		
19 Treatment	\$9,058	\$106,321		
20 Transmission	\$836	\$20,504		
21 Distribution	\$1,903	\$24,352		
22 Line Operation/Maintenance		\$6,650		
23 Meter Maintenance/Reading	\$195	\$5,760		
24 Structure Maintenance		\$402		
25 Customer Service	\$96	\$1,842		
26 Customer Accounting	\$1,777	\$16,531		
27 Rolling Equipment	\$770	\$10,605		
28 General & Administrative	\$9,864	\$123,376		
29 Conservation				
30 General Property Maintenance		\$208		
31 Total Operating Expenses(17 thru 28)	\$26,810	\$345,758		
INCOMESTATEMENT				
1. Total operating Revenue (line 16)				
2. Operating revenue deductions:				
3. Total operating expenses (line 29)				
4. Depreciation				
5. Amortization				
6. Taxes (in lieu of)				
7. Tax equivalents (Interest to General Fund)				
8. Total operating revenue deductions (3 thru 7)				
9. Operating Income (1 minus 8)				
OTHER INCOME				
10. Interest				
11. Misc. Non-operating revenue (net)				
12. Total other income (10 + 11)				
13. Gross Income (9 + 12)				
14. Interest on long term debt				
15. Interest on investment of municipality				
16. Miscellaneous income deductions				
17. Total Income deductions (14 thru 16)				
18. Net Income ((13) minus (17))				

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: August, 2012

	DOLLARS		Cubic Feet Sold	# of Cust.
	This Month	Year to Date		
SALES				
1 Residential	\$20,541	\$220,544		996
2 Commercial - small	\$11,232	\$126,907		206
3 Commercial - large	\$5,576	\$59,926		64
4 Interdepartmental	\$21	\$231		1
5 Wholesale				
6 Industrial	\$42	\$462		2
7 Pumping & Drainage				
8				
9 Total (1 thru 7)	\$37,412	\$408,070	0	1,269
OTHER REVENUES				
10 Junk or Salvage Sold				
11 Flusher Truck Rental	\$220	\$660		
12 Misc. Sewer Revenue				
13 Connect Fees	\$517	\$2,098		
14 Grant Revenue				
15 Total Misc. Revenue (10 thru 14)	\$737	\$2,758		
16 Total Operating Revenue (9 + 15)	\$38,149	\$410,828		
OPERATING EXPENSES				
17 Pumping & Lift	\$4,365	\$44,477		
18 Treatment	\$39,579	\$134,582		
19 Transmission	\$723	\$1,081		
20 Distribution	\$1,115	\$15,971		
21 Collection				
22 Operation Lines	\$277	\$2,094		
23 Maintenance of Lines	\$378	\$1,690		
24 Structure Maintenance		\$241		
25 Customer Service				
26 Customer Accounting	\$125	\$1,249		
27 Rolling Equipment	\$1,209	\$10,132		
28 General & Administrative	\$5,114	\$63,916		
29 General Property Maintenance		\$140		
Total Operating Expenses(17 thru 27)	\$52,885	\$275,573		
INCOME STATEMENT				
			This Month	Year to Date
1. Total operating Revenue (line 15)			\$38,149	\$410,828
2. Operating revenue deductions:				
3. Total operating expenses (line 28)			\$52,885	\$275,573
4. Depreciation			\$6,720	\$73,920
5. Amortization				
6. Taxes (general fund transfer)			\$1,907	\$20,541
7. Tax equivalents (Interest to General Fund)				
8. Total operating revenue deductions(3 thru 7)			\$61,512	\$370,034
9. Operating Income (1 minus 8)			(\$23,363)	\$40,794
OTHER INCOME				
10. Interest			\$245	\$2,286
11. Misc. Non-operating revenue (net)				
12. Total other income (10 + 11)			\$245	\$2,286
13. Gross Income (9 + 12)			(\$23,118)	\$43,080
14. Interest on long term debt				
15. Interest on investment of municipality				
16. Miscellaneous income deductions			\$97,381.00	
17. Total Income deductions (14 thru 16)			\$0	\$0
18. Net Income (13 minus 17)			(\$23,118)	\$43,080