

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 November 6, 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 October 22, 2012 Special Council Meeting Minutes and October 16, 2012 Council Meeting Minutes

OLD BUSINESS

5. City – Discuss Dike near Kootenai River Inn (attachment)

NEW BUSINESS

6. Water – Approve Payment and Authorize the Mayor to Sign Pay Request #2, Change Order #1, Certificate of Substantial Completion for the Deep Creek Project and USDA Control Sheet #3 (attachment)
7. City – Approve Special Event Permit for Carolyn Testa for the Turkey Trot on November 22, 2012 at the Fairgrounds Parking Lot (attachment)
8. City – Authorize Mayor to Sign Engagement Letter with Magnuson, McHugh and Company for Single Audit for Fiscal Year 2011 (attachment)
9. City – Discuss Temporary Hire for Clerk's Office (attachment)

10. Electric – Approve Purchase of Spare Voltage Regulator (attachment)
11. Electric – Authorize Expenditure for Open Covered Storage at City Yard (attachment)
12. Street – Discuss Idaho Transportation Department Highway 95 Corridor Study
13. Street – Approve Purchase of Quick Coupler for Loader (attachment)
14. Police – Approve Pay Rate Adjustment for Temporary Hire
15. City – Discuss Employee Benefits and Wages
16. City – Discuss Christmas Party

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

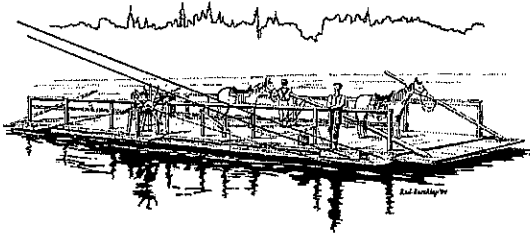
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations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

17. Street – Clean Up Week November 5-13, 2012
18. City – AIC City Officials' Day at the Capitol is January 31, 2013 in Boise (attachment)
19. Water – Memo from Necia Maiani with Welch Comer RE: Water System Improvements (attachment)
20. Water – USA Today Analysis "Nation's Water Costs Rushing Higher" (attachment)



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 2 November 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: KRI Expansion and Emergency Levee Plan.

With the expansion of the Kootenai River Inn (KRI) they have requested lowering the level of a short section of the Levee by about 5'. In addition they would like to include about 8,000 square feet of Oak Street and Lots 13 & 14 Block 3 Eaton Townsites inside their fencing. Further, KRI would improve and maintain this property that is currently not maintained.

The US Army Corp of Engineers (USACE) advises that the removal of any levee material will result in some level reduction of protection for flooding. However, the City can lower the level of levees without USACE approval. It is a risk question for the City of Bonners Ferry.

In this area the 500 year flood level is 1775.5. This means that in any given year there is a 0.2% chance of the water level exceeding 1775.5'. KRI is requesting to lower the levee from approximately 1785' to 1780' in this section. Further down Arizona street the elevations are as low as 1776.68'.

As we have discussed in the past, if there is a flood event exceeding the 500 year flood level the plan would be to raise the level of Arizona Street from the BNSF tracks to the end of the levee in question and a short section of Arizona Street directly underneath Highway 95. An alternate would be to build a temporary levee from the KRI-Hwy 95 approach to the existing levee. This would require approval from the KRI.

I would estimate that to build such an emergency levee to an elevation of 1783' - 1785' would require approximately 3,000 cubic yards of fill material. With a fleet of 10 trucks I would estimate that this could be placed in an 8 - 10 hour day. At today's prices this would be about a \$15,000 project. The alternate location through the KRI parking lot would reduce the length and cost by about 20%. As we would anticipate significant lead time for a flood of this magnitude this should be an acceptable construction time.

Therefore, while the reduction in height of any levee increases the risk, reductions to elevations above the 500 year level, plus a margin of safety, are viable if the risks are understood. In this case the incremental costs of emergency action are limited as there is good access for construction of an emergency levee if required and it would be an incremental addition to an existing known emergency action.

STB

KOOTENAI RIVER ELEVATIONS

NGVD29 NAVD88 Old Baseline

1785		42	
1784		41	
1783		40	
1782	1786.44	39	Kootenai River Pumphouse Floor
1781	1785	38	Approximate level of most levy's
1780		37	Historical peak river level (37' above old baseline) 1961 and 1956
1779		36	
1778		35	
1777		34	Arizona Street (approx 1777-1778)
1776	1780	33	
1775		32	
1774		31	
1773		30	Main Street
1772		29	
1771	1775	28	500 year flood stage
1770		27	Sturgeon Level desired by some Biologist (1770) 200year flood stage
1769		26	Kootenai River Inn Floor (1769)
1768		25	Kootenai River Inn Storm Sewer (1768)
1767		24	Sewer Lagoons weir elevation (1767) 100 year flood stage
1766		23	Kootenai River Inn Lawn (1766.22) City Hall Basement (1766)
1765		22	Storm Sewer System overflows on 3rd Street
1764		21	Flood Stage (1764)
1763		20	
1762		19	Subsurface Seepage North Side (This level depends on duration of flows and can be lower or higher)
1761		18	
1760		17	
1759		16	
1758		15	Beginning to damage of farm ground due to subsurface seepage (1758)
1757		14	Action Stage (1757)
1756		13	
1755		12	
1754		11	Lowest Known Storm Drain Invert (4th Street) (1747 at old datum) (Invert = the bottom of the discharge pipe)
1753		10	
1752		9	
1751		8	
1750		7	
1749		6	
1748		5	
1747		4	
1746		3	
1745		2	
1744		1	
1743		0	Old River Baseline

Notes: All elevations are within 0.5 feet unless otherwise specified.
Basic Data collected 2006 by Mike Klaus
Kootenai River Pumphouse Floor - 1786.44 (d88)



October 17, 2012

Stephen Boorman, City Administrator
PO Box 149
7232 Main Street
Bonner Ferry, Idaho 83805

Re: Kootenai River Inn Expansion

Dear Stephen:

As you are aware, Hagadone Hospitality Co., acting on behalf of the Kootenai Tribe of Idaho, is in the process of adding a 36 room addition. As a part of this project, we have discussed with you the possibility of lowering the existing berm on the east end, to an elevation of 1,780. By so doing, we will be able to open the view up to the river, as well as beautify this parcel owned by the City.

As the berm, formally a dike, has been previously compromised, there is no value for flood control. Further, the elevation of 1,780 is roughly ten feet above the 100 year flood plain elevation.

As a part of this improvement, we will be adding and maintaining landscaping in the form of grasses, and will have it irrigated to establish a stable root zone for erosion.

We hereby formally request the City of Bonners Ferry approval of this project.

Thank you.

Sincerely,

John R. Barlow, Secretary
Hagadone Hospitality Co.

XC Jennifer Porter, Chairman
Kootenai Tribe of Idaho

Tom Turpin

HAGADONE HOSPITALITY COMPANY

HAGADONE BUILDING ON THE LAKE

P.O. BOX 6200, COEUR D'ALENE, IDAHO 83816-1937 • Phone 208-667-3431

John Marquette Survey Spring of 2012 for Tree House

SW CORNER CONCRETE WALK TO BLDG. = 1786.44

FLOOR OF BLDG. = 1787.77

LEVEL OF KOOTENAI RIVER @ 9:25 A.M. 6/13/12 = 1767.49

NEW R/C @ CORNER OF CEDAR/DAKOTA = 1776.66

NEW R/C ON TOP OF DIKE = 1786.66

LATH PLACED BY CITY @ END OF DAKOTA = 1777.76

LATH PLACED BY CITY @ ARIZONA/OAK = 1777.25

LATH PLACED BY CITY @ ARIZONA/PLAZA = 1778.71

BASE OF COTTONWOOD TREE = 1774.22

Stephen Boorman

From: Ifft, Charles H NWS [Charles.H.Ifft@usace.army.mil]
Sent: Thursday, November 01, 2012 2:55 PM
To: sboorman@bonnersferry.id.gov
Subject: Flood Stages (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Steve,

Hope this helps:

-----Original Message-----

From: Wheeler, Patrick W NWS
Sent: Thursday, November 01, 2012 2:53 PM
To: Ifft, Charles H NWS; Katz, Daniel M NWS; Ball, Travis D NWS
Cc: Fischer, Dennis A NWS
Subject: RE: Attached Image (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Charles

The elevations below are referenced to the NAVD88 datum instead of NGVD 29. In Bonners Ferry the difference is NGVD is about 4 ft lower. Also note elevation are from a 2005 vintage study related to the USFWS BiOp. The resulting stage frequency curve was never coordinated with FEMA or any other entity to make it 'official'. I would suggest they be used accordingly. This is an extremely tough spot to compute flood statistics. You have Libby regulation (makes the hydrologic record inconsistent), backwater influence from Kootenay Lake, rainfall that can have an impact, etc.

The curve from this study (NGVD1929):

100 yr 1767 ft
200 yr 1770 ft
500 yr 1771 ft

The elevations would be effective just downstream of the Hwy 2/95 bridge.

Let me know if there are any questions.

Pat

Charles Ifft, P.E.
Inspection of Completed Works
Project Manager
Seattle District, Corps of Engineers
Design Branch
206-764-6938

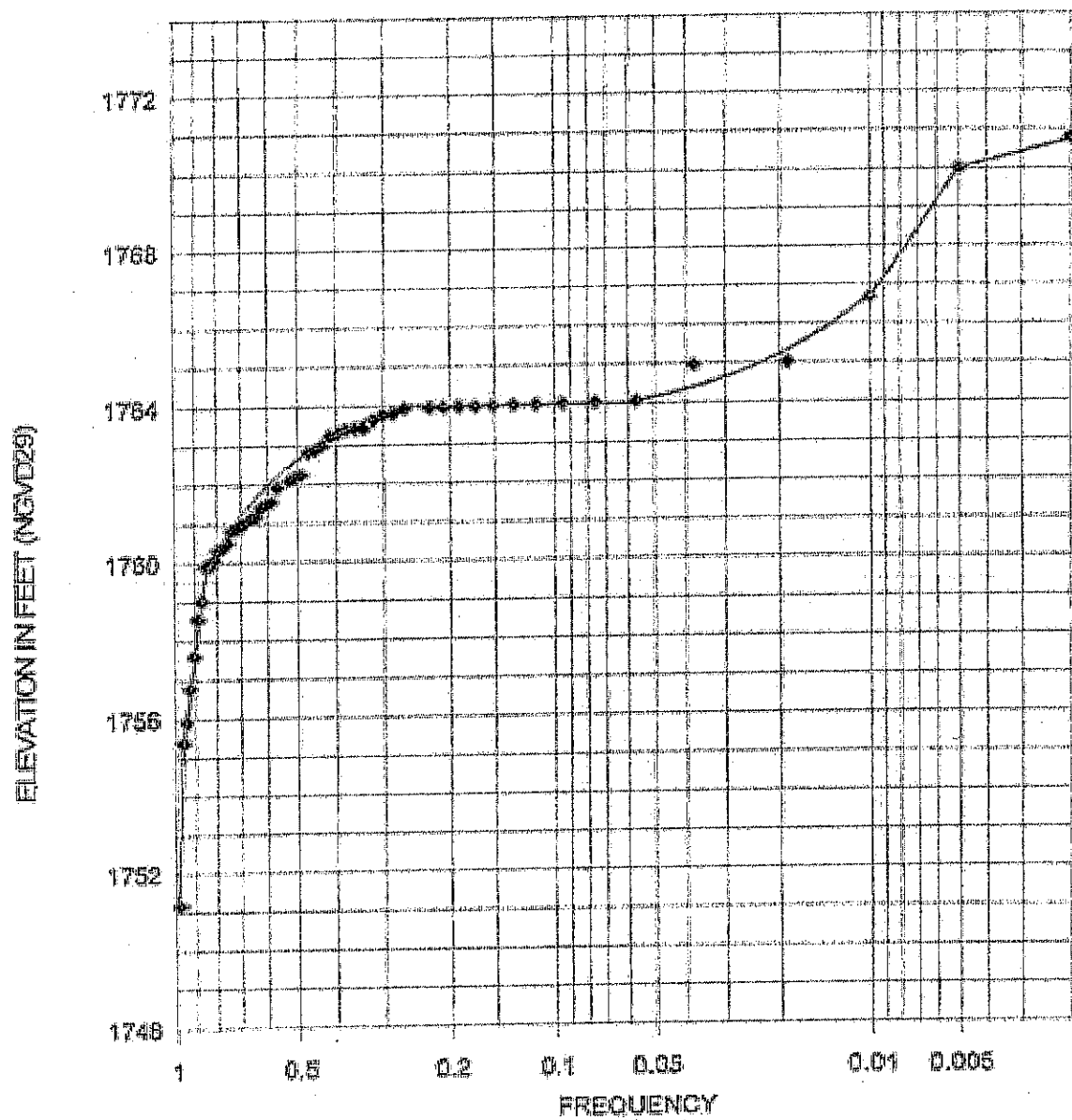
Stephen Boorman

From: Fenolio, Joel M NWS [Joel.M.Fenolio@usace.army.mil]
Sent: Friday, November 02, 2012 12:23 PM
To: Stephen Boorman
Subject: RE: Flood Curves (view in HTML)
Attachments: image002.jpg

Stephen

Attached is a frequency curve that was generated from a flood level study back in the early 00's. It's the most recent we have for regulated stages (with Libby Dam in place) at Bonners and regulating to elevation 1764 ft. We have an updated chart for the new Water Control Manual but it did not include an analysis for extreme events. This study did factor in extreme event. We may be updating this study again soon. Hope this helps.

Joel



Simulated Stages for River Mile 152.7845 (Bonners Ferry)
Graphical Frequency Analysis
Weibull Plotting Position
1764 (NGVD1929) Libby Dam Operation
Water Years 1948-1999 plus Extreme Events
May 2005



USGS Home
Contact USGS
Search USGS

National Water Information System: Web Interface

[USGS Water Resources](#)

Data Category:

Current Conditions

Geographic Area:

Idaho

GO

[News](#) - updated September 2012

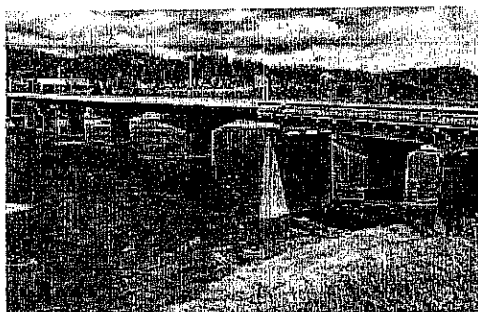
[Idaho Water Science Center](#) | [Subscribe to Water Alerts](#) | [Threatened and Endangered Stations in Idaho](#)

USGS 12309500 KOOTENAI RIVER AT BONNERS FERRY ID PROVISIONAL DATA SUBJECT TO REVISION

Available data for this site

Time-series: Current/Historical Observations

GO



▼ Site Information

LOCATION.--Lat 48° 41'53", long 116° 18'45" (NAD83), in NW1/4 SE1/4 NE1/4 sec.27, T.62 N., R.1 E., Boundary County, Bonners Ferry quad., Hydrologic Unit 17010104, on left bank 100 ft downstream from Highway 95 bridge at Bonners Ferry, and at mile 152.8.

DRAINAGE AREA.--12,690 mi², approximately.

PERIOD OF RECORD.--May to October 1904, October 1927 to current year (elevations only prior to March 1928 and October 1960 to current year). Gage heights collected in this vicinity since 1904 are contained in reports of U.S. Weather Bureau.

REVISED RECORDS.--WSP 1716: Maximum elevation. WDR ID-78-2: 1975(m), 1976(M).

GAGE.--Water-stage recorder. Datum of gage is 1,700.00 ft with respect to U.S. Geological Survey benchmark V-3-1929 at elevation 1,777.08 ft. Gage heights have been reduced to that datum. NGVD of 1929 is 0.02 ft higher, NAVD of 1988 is 3.826 ft higher. May 1 to Oct. 15, 1904, nonrecording gage on railroad bridge 0.8 mi downstream at different datum. Oct. 1, 1927 to Nov. 30, 1929, nonrecording gage near left bank. Dec. 1, 1929 to June 12, 1933, nonrecording gages on old highway bridge 40 ft downstream. Nonrecording gage near right bank on downstream side of highway bridge at Bonners Ferry, June 13, 1933 to Sept. 30, 1960. May 8, 1942 to present, recording gage on left bank downstream from highway bridge at present datum. Datum of gages Oct. 1, 1927 to Jan. 2, 1931, was about 0.23 ft lower.

REMARKS.--Elevations affected by backwater from Kootenay Lake. Flow regulated by Libby Dam since Mar. 21, 1972 (see sta 12305000). Add 1,700 ft to gage heights to obtain elevations.

EXTREMES FOR PERIOD OF RECORD.--Maximum elevation, 1,780.13 ft, May 29, 1961; minimum, 1,741.14 ft, Dec. 5, 1929, Dec. 29, 1930, datum then in use.

EXTREMES OUTSIDE PERIOD OF RECORD.--Flood of June 1894 reached a stage of 1,777.2 ft, present datum.

► NWS River Forecasts

Station is operated in cooperation with the U.S. Army Corps of Engineers.

This station managed by the Post Falls Office. dlhess@usgs.gov 208-773-4938.

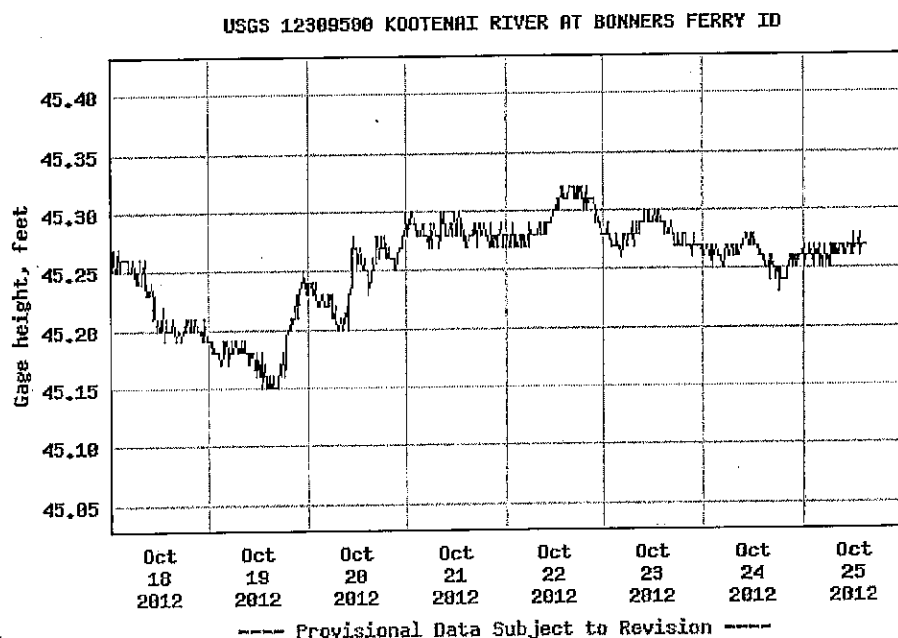
Available Parameters	Available Period	Output format	Days (7)	
<input type="checkbox"/> All 1 Available Parameters for this site <input checked="" type="checkbox"/> 00065 Gage height	2007-10-06 2012-10-25	<input checked="" type="radio"/> Graph <input type="radio"/> Graph w/ stats <input type="radio"/> Graph w/o stats <input type="radio"/> Table <input type="radio"/> Tab-separated	-- or -- Begin date 2012-10-18 End date 2012-10-25	GO

Summary of all available data for this site

Instantaneous-data availability statement

Gage height, feet

Most recent instantaneous value: 45.27 10-25-2012 14:15 PDT



Create [presentation-quality](#) / [stand-alone](#) graph. Subscribe to [WaterAlert](#)

[Share this graph](#) |

[Questions about sites/data?](#)
[Feedback on this web site](#)
[Automated retrievals](#)
[Help](#)

[Data Tips](#)
[Explanation of terms](#)
[Subscribe for system changes](#)
[News](#)

[Accessibility](#) [Plug-Ins](#) [FOIA](#) [Privacy](#) [Policies and Notices](#)

[U.S. Department of the Interior](#) | [U.S. Geological Survey](#)

Title: USGS Current Conditions for Idaho

URL: <http://waterdata.usgs.gov/id/nwis/uv?>

Page Contact Information: [Idaho Water Data Support Team](#)

Page Last Modified: 2012-10-25 18:22:03 EDT

0.71 0.63 sdww02



Stephen Boorman

From: ANDREW PRICE [aprice@dishmail.net]
Sent: Thursday, October 25, 2012 4:26 PM
To: Stephen Boorman
Subject: Re: FW: Kootenai River Inn
Attachments: image001.png

Stephen, Here are the results of the NGS VERTCON Datum Conersion Tool for the Lat and Long of the KRI and the Elevation of 1769 ft. NAVD88 is 3.862 feet higher at that location. NGVD29 was the prevalent Datum that would have been in use in 1960s. But it is possible that the datum is arbitrary and was not linked to a Gov't Benchmark. Look on the plans and see if the datum or benchmark are cited.

Hope that helps.
Andrew

Questions concerning the VERTCON process may be mailed to NGS

Latitude: 48.69

Longitude: 116.32

NGVD 29 height: 1769.00 ft

Datum shift (NAVD 88 minus NGVD 29): 3.862 feet

Converted to NAVD 88 height: 1772.862 feet

On Thu, Oct 25, 2012 at 3:15 PM, Stephen Boorman <sboorman@bonnersferry.id.gov> wrote:

Andrew:

Quick question, do you know what the difference would be in the elevation datums used in the 60's versus current?

Thanks

sjb

430-11



NPSN-DB-CI

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX C-3755
SEATTLE, WASHINGTON 98124

21 DEC 1978

Honorable Harold Sims
Mayor of Bonners Ferry
Bonners Ferry, Idaho 83805

Dear Mayor Sims:

This is in reply to your request made during our meeting on 7 December 1978 with Mr. Peter Wilson for a Corps of Engineers' opinion on your agreement with Mr. Vernon Sandy to permit him to lower the top elevation of the Kootenai River Levee. We note that your agreement allows lowering of the levee adjacent to Lots 1-14; Block Eleven (11); Eaton Addition to Bonners Ferry and Lots Six (6), Seven (7), and Eight (8), Block Fourteen (14); Eaton Addition, to elevation 1,776 feet above mean sea level (33-foot stage elevation on the U.S. Geological Survey (USGS) streamgage at Bonners Ferry).

With flood control provided by Libby Dam, the 27-foot stage elevation at USGS streamgage at Bonners Ferry is not expected to be exceeded more than once in 200 years on the average. However, this stage could be exceeded in any given year. Libby Dam is not intended to be a substitute for the existing levees, but is meant to compliment these levees and thereby increase the degree of local flood protection.

The existing levee height of 37-foot stage at USGS streamgage at Bonners Ferry provides protection against the statistically estimated 200-year flood, plus providing 10 feet of "freeboard." Lowering the levee top to the 33-foot stage will reduce the "freeboard" to 6 feet. This represents a reduction in flood control protection enjoyed by the residents of Bonners Ferry.

The gradient of Kootenai River changes in the vicinity of Bonners Ferry where the river changes from a meandering stream and enters the head of Kootenai Lake. This change in gradient, and related reduction in streamflow velocities cause deposition of stream-borne sediments, as evidenced by the gravel buildup at the city's water supply intake.

NPSSEN-DB-CI

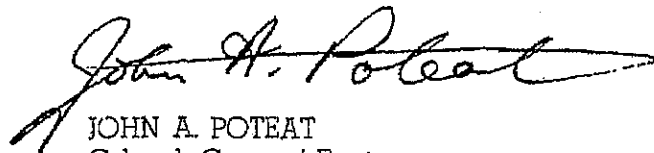
Honorable Harold Sims

Such aggradation reduces the effective flow area of the stream and tends to cause a local increase in the water surface elevation.

The city of Bonners Ferry owns and is responsible for the maintenance of the levee which Mr. Sandy proposes to lower. Therefore, the decision whether to permit lowering of the levee must ultimately be made by the city. Although we recommend you do not reduce the levee height due to the many considerations mentioned before, permission of the Corps of Engineers is not formally required. However, the city of Bonners Ferry signed a resolution in April 1949 which contained a requirement that the city maintain and operate the levee structures for as long a period as may be necessary. This was a condition required before the Corps of Engineers could perform levee restoration work in that and subsequent years. Therefore, if you decide to permit Mr. Sandy to lower the dike as proposed, we strongly recommend that you develop a contingency plan to restore the lowered levee in the event of a truly large flood, or if a dangerous river aggradation occurs. Implementation of an adequate contingency plan, when conditions require it after the levees have been lowered, must allow time for restoration of the levees by the city to their existing heights before flood waters occur and would then avoid any violation of the city's commitments to the Corps relative to these flood control levees.

Please advise us of your decision concerning the matter of these levees. If you have any further questions or need additional information, please contact me at (206) 764-3690, Bob Frey of our Real Estate Division at (206) 764-3666, or Simon Yang of our Engineering Division at (206) 764-3699.

Sincerely yours,



JOHN A. POTEAT
Colonel, Corps of Engineers
District Engineer

Copy furnished:
Mr. Carl Cook
Director of Community Services
Federal Insurance Administration
1321 Second Avenue
M/S 322
Seattle, Washington 98101

CITY OF BONNERS FERRY

POLICE DEPARTMENT

CITY HALL — 102 MAIN

BONNERS FERRY, IDAHO — 83805

Report by Don Hamilton, Chief of Police

3-8-78 9:15 AM

Regarding damage done to the dike at the corner of Oak and Arizona Street in the East Flat of Bonners Ferry, Idaho.

An informant told me that there was going to be some work done on the dike by Bill Sandy. This consisted of moving the exsisting dike and using it for fill.

I proceeded to this location in my patrol car, upon arrivial I observed a large yellow cat being operated by Bill Groseclose pushing down the dike behind Archie Eldridge's resident. There were several people there at that time, Archie Eldridge, Ron Bonnaville and Charles McGlocklin showed up at a later time.

At this time I radioed Roy Jones, Supt. of Pulbic Works of the City of Bonners Ferry to inform him on what was going on, then I proceeded to Sims Imp. to notify Mayor Harold Sims.. He instructed me to pickup Bob Pace and other councilmen and bring them down to that location. He would pickup Pete Wilson City Attorney and meet us there. I proceeded down town and picked up Councilmen Bob Pace and Ray Houck at their bussiness and proceeded to the location of Oak and Arizona Street where we met Mayor Sims, Roy Jones, Mike Woodward and Pete Wilson.

Pete Wilson and Mayor Sims ordered me to have the cat stop working. I so notified Bill Groseclose. He did stop the cat at that time. Pete Wilson talked to Bill Groseclose and asked if Bill Sandy had told him to do the work. Bill Groseclose stated that unless he misunderstood Bill Sandy that was the order. Pete Wilson informed him if there was anymore work done he would be named in a lawsuite along with Bill Sandy.

At that time all of the City people present met over by Mayor Sims vehicle and talked over the situation. I checked with Attorney Wilson on pictures, he so instructed me to have a set of pictures made of the area of the dike that had been moved and damaged. I had Edger Stephenson called. He proceeded to my location and took a number of pictures of the exsisting dike and of the damage in black and white and color.

This area was to be patrolled about every half hour. At about 1:10 PM I checked the location from approximately the bridge, the cat was sitting still and at that time no sign of anyone working.

I went to the Sheriffs Office to check in to see if I had any calls. I received a call shortly after, by Pete Wilson and work had resumed at the Oak and Arizona dike. He asked me to come to his office. I went to his office, he was preparing a compliant and a warrant of arrest for one Veron Sandy, the person in charge of the equipment working on the dike. When the compliant was filled out, I proceeded to Judge Mills' Office and signed the compliant. He issued the warrant of arrest.

I proceeded to the area of Oak and Arizona Street, where this equipment was working. I then talked to Mr. Sandy and placed him under arrest. I served him with his copies of the warrant and compliant.

I transported him in my vehicle to the Court House into Judge Mills' Office for an initial hearing. At this time Pete Wilson arrived and Bill Sandy agreed to quit working at the area in question until Attorney Wilson could get a restraining order. At this time Bill Sandy was O.R.ed on the recommendation of Pete Wilson by Judge Mills.

I returned him to the location of Oak and Arizona Street where the equipment was working at the present time. He informed his operators to shut down their equipment, their pay would go on. He also informed Archie Eldridge that he was hired as a watchman.

The operators of the equipment were Walt Watkins, Bonners Ferry frontend loader, Don Barker, Bonners Ferry backhoe, and Bill Groseclose, Bonners Ferry cat operator.

At about 5 PM Attorney Wilson gave me papers to serve on Mr. Sandy. The papers were served at 5:50 PM in the area of Ada and U.S. 95 on the north side of Bonners Ferry. The papers were returned to the Sheriffs Office, booked and copies returned to Attorney Wilson.

We also decided to patrol this area about every 15 min. for the next several days to be sure no more damage was done.

END OF REPORT

Don Hamilton
DON HAMILTON, CHIEF OF POLICE
BONNERS FERRY, IDAHO

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

CITY OF BONNERS FERRY,

Plaintiff,

vs.

VERNON E. SANDY,

Defendant.

No. 5032

O R D E R

The matter of plaintiff's and defendant's Stipulation and Agreement having come on regularly for hearing this 14th day of November, 1973, plaintiff and defendant appearing personally and by and through their respective counsel of record; and the parties in open court having confirmed to the Court their agreement with the Stipulation and Agreement as signed, Now, Therefore,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that said Stipulation and Agreement be included herewith and made a part hereof as though set forth at length herein, and that the said action be dismissed in the manner as outlined in said Stipulation and Agreement; PROVIDED, HOWEVER,

IT IS ALSO THE ORDER of this Court that the easement signed by defendant and defendant's wife pursuant to said Stipulation and Agreement shall be deemed revoked in the

event the Corps of Engineers and the Department of Housing
and Urban Development shall fail to agree to said Stipulation
and Agreement in the manner as outlined therein.

DATED this 14 day of November, 1978.

18/Dar Cogswell
District Judge

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF BOUNDARY

CITY OF BONNERS FERRY,)	No. 1932
Plaintiff,)	
-vs-)	
VERNON E. SANDY,)	STIPULATION AND AGREEMENT
Defendant.)	

THIS AGREEMENT entered into this 14th day of November, 1973, between the CITY OF BONNERS FERRY, an Idaho municipal corporation, hereafter "City", and VERNON E. SANDY, /s/k/a Vernon E. Sandy Contractors, Ltd., hereafter "Sandy".

W I T N E S S E T H :

That the parties hereto are currently in litigation in the above entitled case, and that in full and complete settlement of all issues contained in all the causes, claims and affirmative defenses, and cross-claims, the parties do agree as follows:

1. That a certain dike located adjacent to Lots 1 - 14, Block Eleven (11), Eaton Addition to Bonners Ferry, Lot Six (6), Seven (7), and Eight (8) Block Fourteen (14), Eaton Addition, shall be reduced to the levels of thirty-three feet (33'), (1776 feet above sea level) at the sole expense of Sandy. The dike structure shall be of rounded construction, and shall permit a ten foot (10') space on the top for emergency vehicle use. The existing cuts in the dike shall

be raised to said 33 foot level at the expense of Sandy, and pursuant to specifications provided by City, Sandy shall have 90 days from the date hereof to complete such constructions, and in the event he does not do so, City may so re-construct the dikes and Sandy will pay the cost thereof.

2. Sandy shall grant an easement to City fifty feet (50') in width northward from the north toe of the existing dike or from the meanderline, whichever is further north. The purpose of this easement shall be solely for providing City with material for raising the dike in the event of an emergency as determined by the City.

3. City will permit connection by Sandy of his roadway with Oak Street and Kootenai Street (at the State Highway right of way).

4. Sandy will fill the slough between Eaton Addition and O'Callaghan's Island to a level of said 33 feet, and taper the fill to a height he desires at the north meanderline as extended north and south across the slough area of O'Callaghan's Island.

5. Sandy further agrees as follows:

a) To provide access over existing streets or roadways, said Lots 5 and 7, to allow riprapping of the northerly edge of O'Callaghan's Island as proposed by the U. S. Army Corps of Engineers and the State Highway Department jointly for the protection of U. S. Highway #95.

b) To relinquish and gift over all ownership in and to the area now and accretionary rights thereto lying westerly of the existing U. S. Highway #95 in and adjacent

to Lot Seven (7), Section Twenty-seven (27), Township Sixty-two (62) North, Range One (1) East, B. M., Boundary County, Idaho.

c) To give right of way over and across Lot Seven (7), Section Twenty-seven (27) of said township and range, for construction of the new Kootenai River bridge connecting to the new by-pass, as now proposed by the Idaho State Highway Department.

6. In the event the United States Corps of Engineers and the Department of Housing and Urban Development do not agree with the proposals herein recited, and HUD refuses to accept the proposals and refuses to not adversely re-adjust the flood plain zone of Bonners Ferry, then and in that event, the City of Bonners Ferry shall not be required to comply herewith in any way and this action shall still be deemed dismissed with prejudice except any claims Sandy shall have under paragraphs a, b, and c above; and Sandy shall have the accesses as above outlined, but at the dike heighth as required by the Corps of Engineers and HUD.

7. The City shall use its best efforts to obtain agreement of the Corps of HUD.

CITY OF BONNERS FERRY

by 1st Harold Sims
Mayor

Attest:

1st Dorothy Funkhouser
City Clerk

1st Vernon E. Sandy
Vernon E. Sandy

1st Vernon E. Sandy
Vernon E. Sandy, d/b/a Vernon
E. Sandy Contractors, Ltd.

APPROVED:

/s/ Peter B. Wilson

Peter B. Wilson

WILSON & WALTER

Attorneys for plaintiff

APPROVED:

/s/ W. W. Nixon & James K. Lyons

NIXON, NIXON, LYONS & BELL

Attorneys for defendant

Contractor's Application for Payment No. 2

APPLICATION FOR PAYMENT
Change Order Summary

1. ORIGINAL CONTRACT PRICE.....		\$	174,840.00
2. Net Change by Change Orders.....			\$1,889.07
3. CURRENT CONTRACT PRICE (Line 1 +/- 2).....			\$176,729.07
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate).....		\$	179,729.07
5. RETAINAGE:			
a. <u>5 % x \$ 179,729.07</u> Work Completed.....		\$	(8,986.45)
a. <u>5 % x \$</u> Stored Material.....			
c. Total Retainage (Line 5a + Line 5b).....			(\$8,986.45)
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)....			\$170,742.62
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)		\$	(131,993.00)
8. AMOUNT DUE THIS APPLICATION.....			\$38,749.62
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 Above)			\$5,986.45

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by this Application for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by the Application for Payment is in accordance with the Contract Documents, and is not defective.

Funding Agency (if applicable)

(Date)

{Date}

(Date)

10/24/12

Pay Request No. 1	Total-to-Date	(Total-to-Date - Contract Day*) Difference
This Period		

Pay Request No. 1				(Total-to-Date - Contract Qty)
This Period		Total-to-Date		Difference
Quantities	Amount	Quantities	Amount	Quantities* Amount*
0.40	\$ 5,200.00	1.00	\$ 13,000.00	0.00 \$ -
0.50	\$ 5,000.00	1.00	\$ 10,000.00	0.00 \$ -
	\$ -	330.00	\$ 2,640.00	100.00 \$ 800.00
	\$ -	1.00	\$ 95,000.00	0.00 \$ -
	\$ -	4.00	\$ 800.00	(4.00) \$ (800.00)
16.00	\$ 1,600.00	80.00	\$ 8,000.00	0.00 \$ -
56.00	\$ 4,200.00	280.00	\$ 21,000.00	40.00 \$ 3,000.00
1.00	\$ 4,500.00	2.00	\$ 9,000.00	0.00 \$ -
2.00	\$ 16,000.00	2.00	\$ 16,000.00	0.00 \$ -
2.00	\$ 2,400.00	2.00	\$ 2,400.00	0.00 \$ -
1.00	\$ 1,889.07	1.00	\$ 1,889.07	0.00 \$ -
	\$ 40,769.07		\$ 179,729.07	\$ 3,000.00
	\$ -		\$ -	
	\$ (2,039.45)		\$ (8,986.45)	
			\$ (131,993.00)	
	\$ 38,749.62		\$ 38,749.62	

ORIGINAL

CHANGE ORDER No. 1

DATE OF ISSUANCE:	10/22/2012	EFFECTIVE DATE:	8/13/2012
Project:	Deep Creek Crossing Waterline Replacement	Owner:	City of Bonners Ferry, Idaho
Contract:		Owner's Contract No.:	
Contractor:	S & L Underground, P.O. Box 1952, Bonners Ferry, Idaho 83805	Date of Contract:	
		Engineer's Project No.:	45002

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

Description:

Item #1 - Horizontal Directional Drilling Contingency Plan

Item #2 - Spacer Supply and Installation

Attachments: (List documents supporting change):

SEE ATTACHED SUPPORT DOCUMENTATION

CHANGE IN CONTRACT PRICE: CHANGE IN CONTRACT TIMES:

Original Contract Price:	\$ 174,840.00	Original Contract Times:	<input type="checkbox"/> Working Days	<input checked="" type="checkbox"/> Calendar Days
		Substantial Completion (days or date):		21
		Ready for final payment (days or date):		31

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

[Increase] [Decrease] from previously approved Change Orders

No. _____ to No. _____:

Substantial Completion (days or date):	0
Ready for final payment (days or date):	0

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial Completion (days or date):	21
Ready for final payment (days or date):	31

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

Substantial Completion (days or date):	0
Ready for final payment (days or date):	0

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial Completion (days or date):	21
Ready for final payment (days or date):	31

RECOMMENDED:

By:

Engineer (Authorized Signature)

Date:

Approved by Funding Agency (if applicable):

ACCEPTED:

By:

Owner (Authorized Signature)

Date:

ACCEPTED:

By:

Contractor (Authorized Signature)

Date:

Date:

CONTRACT CHANGE ORDER NO. 1
TO
DEEP CREEK CROSSING WATERLINE REPLACEMENT PROJECT

Item #1 - Horizontal Directional Drilling Contingency Plan

JUSTIFICATION:

In order to mitigate the potential impact due to the potential release of drilling fluid below Deep Creek during the bore, it is agreed by Owner, Engineer, and Agencies that a contingency plan shall be put into place.

DESCRIPTION:

Contractor shall incorporate the following contingency measures to mitigate the potential for release of drilling fluid below Deep Creek during the bore:

1. Contractor shall provide a submittal for the drilling fluid materials.
2. Contractor shall submit their anticipated goals with respect to the drilling fluid pressure and injection rate prior to commencement of each phase of the bore.
3. Contractor shall maintain visual inspection (where feasible) along the bore alignment at all times.
4. Contractor shall monitor the drilling fluid pressure.
5. Contractor shall monitor, record and report the drilling fluid pumping rate and total quantity pumped at the end of each phase.
6. Contractor shall monitor, record and report the grade and actual depth at the end of each 15 ft drill stem.

If Contractor experiences an inadvertent loss of fluid that is visible, drilling will stop immediately and will allow the pressure to dissipate into the formation.

NEGOTIATED PRICE: This is a no cost change order.

CONTRACT TIMES: No additional time will be granted for this change.

Item #2 - Spacer Supply and Installation

JUSTIFICATION:

During installation of the butterfly valves, the Contractor discovered that the valves would not fully open due to the thickness of the adjacent HDPE pipe. Therefore, spacers were required in order to allow the valves sufficient room to fully open.

DESCRIPTION:

Contractor shall supply and install the necessary spacers between the HDPE pipe and butterfly valves in order to allow full function of the valves.

NEGOTIATED PRICE:

A lump sum price of \$1,889.07 shall be added for supply and installation of spacers as described above.

Welch, Comer & Associates, Inc.

Page 2

10/22/2012

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
CO1-1	Spacer Supply and Installation	LS		1	1
					0
					Subtotal

Unit Price	Total (C.O. Qty x Unit Price)
\$1,889.07	\$1,889.07
	\$0.00
	\$1,889.07

TOTAL NET CHANGE ORDER NO. 1

\$1,889.07

ORIGINAL

Certificate of Substantial Completion

Project: Deep Creek Crossing Waterline Replacement	Owner: City of Bonners Ferry, Idaho	Owner's Contract No.:
Contract:		Date of Contract: 8-17-12
Contractor: S & L Underground, Inc., P.O. Box 1952, Bonners Ferry, Idaho 83805		Engineer's Project No.: 45002

This [tentative] [definitive] Certificate of Substantial Completion applies to:

- ☒ All Work under the Contract Documents: ☐ The following specified portions:

October 2, 2012

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A [tentative] [revised tentative] [definitive] list of items to be completed or corrected, is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between OWNER and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

- ☐ Amended Responsibilities ☐ Not Amended

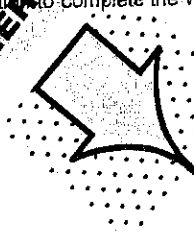
Owner's Amended Responsibilities:

Contractor's Amended Responsibilities:

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

STAMP
HERE



Executed by Engineer	<u>10/24/12</u>
Date	
Accepted by Contractor	<u>10-26-12</u>
Date	
Accepted by Owner	
Date	

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: 10/30/12

REQUEST # 3

INVOICE DATE	INVOICE NUMBER	CLAIMANT	INVOICE AMOUNT	TO BE FUNDED BY:				BUDGET CATEGORY
				ICDBG	USDA Loan	USDA Grant	City of Bonners Ferry	
10/22/12	2	S & L Underground, Inc.	\$ 38,749.62			\$ 38,749.62		Construction
06/29/12	2012359	Welch Comer & Associates	\$ 4,392.50			\$ 4,392.50		Design/Bidding
07/30/12	2012383	Welch Comer & Associates	\$ 1,750.00			\$ 1,750.00		Bidding
07/30/12	2012409	Welch Comer & Associates	\$ 2,035.96			\$ 2,035.96		Design
08/28/12	2012449	Welch Comer & Associates	\$ 705.00			\$ 705.00		CPS
08/29/12	2012472	Welch Comer & Associates	\$ 10,326.40			\$ 10,326.40		Design/ROW
10/29/12	2012645	Welch Comer & Associates	\$ 2,498.66			\$ 2,498.66		CPS/Inspection
10/29/12	2012646	Welch Comer & Associates	\$ 5,592.50			\$ 5,592.50		EID/Design
TOTAL REQUEST FOR FUNDS:			\$ 66,050.64	\$ -	\$ -	\$ 66,050.64	\$ -	

Recommended by:

Wolfe M...

(Engineer)

10/30/12

(Date)

Approved by:

(Owner)

(Date)

Approved by:

Funding Agency (if applicable)

(Date)

Invoice

June 29, 2012

Project No: 45002.00.0

Invoice No: 2012359

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

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline

Professional Services from June 01, 2012 to June 29, 2012

Phase	040	Bidding Phase Services		
Fee				
Total Fee		3,500.00		
Percent Complete		50.00	Total Earned	1,750.00
			Previous Fee Billing	0.00
			Current Fee Billing	1,750.00
			Total Fee	1,750.00
			Total this Phase	\$1,750.00

Phase	100	Additional Services			
Professional Personnel					
			Hours	Rate	Amount
Project Communication					
Maiani, Necia	6/16/2012		.50		0.00
Comm re: Soils Boring					
Maiani, Necia	6/23/2012		.50	120.00	60.00
Comm Re: Soils Bore Location/Depth					
Gen. Engineering Services					
Osterdock, Karen	6/23/2012		.75	90.00	67.50
Comm with Allwest RE: boring for soils testing, comm with N. Maiani RE: DEQ questions, pull consultation documentation, comm with M. Camin RE: consultation and project summary.					
Osterdock, Karen	6/23/2012		.25	90.00	22.50
Comm with C. Meehan and N. Maiani RE: access to site and bores, comm with S. MacDonald RE: addendum to push bid date					
Osterdock, Karen	6/23/2012		1.50	90.00	135.00
Comm with N. Maiani RE: bid date, soils testing, comm with C. Meehan RE: soils testing, pull consultation information for DEQ, comm with D. Carver RE: length of bore, comm with C. Meehan RE: boring locations, site locations, schedule, coordinate with City					
Totals			3.50		285.00
Total Labor					285.00
				Total this Phase	\$285.00

Phase 102 US 95 Replacement Study Phase
Professional Personnel

Project	45002.00.0	Invoice		2012359
		Hours	Rate	Amount
Project Communication				
MacDonald, Sharie	5/26/2012	.50	70.00	35.00
Research Budget and Remaining Contract Totals; Comm with N Maiani				
MacDonald, Sharie	6/2/2012	.50	70.00	35.00
Comm with PAC Re: Budget Update				
MacDonald, Sharie	6/2/2012	2.50	70.00	175.00
Review Finances and Budget Breakdown;				
Maiani, Necia	3/3/2012	2.00	120.00	240.00
Meet with Howard, Conference with David RE: Remaining Funds, Deep Creek and US95 Replacement Schedule				
Maiani, Necia	3/10/2012	.50	120.00	60.00
KO Schedule for Deep Creek and US95 Work				
Maiani, Necia	3/17/2012	.50	120.00	60.00
Comm with David/Stephen Re: Additional Waterline Project Status (US95)				
Communication with Howard				
Maiani, Necia	6/2/2012	1.00		0.00
Comm with KO RE: Edits; Comm with Sharie and David Re: Budget				
Maiani, Necia	6/2/2012	1.00	120.00	120.00
Review Financial Status with SM				
Maiani, Necia	6/9/2012	.50		0.00
Comm with KO Re: Project Status				
Maiani, Necia	6/9/2012	.50	120.00	60.00
Comm with Sharie/David Re: Budget Status				
Design				
Lockhart, Julie	3/3/2012	.50	80.00	40.00
Prepared Aerial Base Map				
Lockhart, Julie	3/10/2012	8.50	80.00	680.00
Lockhart, Julie	3/10/2012	1.25	80.00	100.00
Drafted Proposed Waterline Replacement Display				
Gen. Engineering Services				
Maiani, Necia	2/11/2012	.75	120.00	90.00
Review US95 Waterlines with KO				
Maiani, Necia	5/26/2012	1.00	120.00	120.00
Comm Re: Bid Schedule and Budget				
Grant Services				
MacDonald, Sharie	6/9/2012	1.75	70.00	122.50
Comm with USDA RE: Budget Questions; Budget Balancing				
MacDonald, Sharie	6/9/2012	1.00	70.00	70.00
Comm with USDA-RD and N Maiani Re: Budget; Finalize and Forward to City				
MacDonald, Sharie	6/9/2012	4.50	70.00	315.00
Review and Balance Budgets; Update Budget to PAC Control Sheets; Review Non-Listed Invoices				
MacDonald, Sharie	6/9/2012	.50	70.00	35.00
Review Budget; Forward to USDA for Review				
Totals		29.25		2,357.50
Total Labor				2,357.50
Total this Phase				\$2,357.50
Total this Invoice				\$4,392.50

Invoice

July 30, 2012

Project No: 45002.00.0

Invoice No: 2012383

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

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline

Professional Services from June 30, 2012 to July 27, 2012

Phase 040 Bidding Phase Services

Fee

Total Fee 3,500.00

Percent Complete

100.00

Total Earned 3,500.00

Previous Fee Billing 1,750.00

Current Fee Billing 1,750.00

Total Fee

1,750.00

Total this Phase

\$1,750.00

Total this Invoice

\$1,750.00

Invoice

July 30, 2012
Project No: 45004.00.0
Invoice No: 2012409

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 March 10, 2012 to July 27, 2012

Phase 010 EID

Professional Personnel

		Hours	Rate	Amount
Hicks, Kattie	3/10/2012	.25	40.00	10.00
Made Edits to a Memo Re: Request for Environmental Impact Assessment for City of Bonners Ferry Water System Improvement for K.O.,				
Gen. Engineering Services				
Osterdock, Karen	3/3/2012	6.00	80.00	480.00
Pull environmental information and maps, draft EID, comm with N. Maiani RE: project need, comm with H. Lunderstadt RE: agency consultations, compile appendices, review gem grant application for economic information.				
Osterdock, Karen	3/10/2012	.75	80.00	60.00
Comm with J. Lockhart RE: edits to map, comm with H. Lunderstadt RE: agency consultations, comm with N. Maiani RE: schedule, edit EID.				
Osterdock, Karen	3/10/2012	.25	80.00	20.00
Edit EID memo.				
Totals		7.25		570.00
Total Labor				570.00

Billing Limits	Current	Prior	To-Date
Total Billings	570.00	0.00	570.00
Limit			7,800.00
Remaining			7,230.00
Total this Phase			\$570.00

Phase 030 Design Phase Services

Fee

Total Fee	16,400.00		
Percent Complete	5.00	Total Earned	820.00
		Previous Fee Billing	0.00
		Current Fee Billing	820.00
		Total Fee	820.00
		Total this Phase	\$820.00

Project	45004.00.0	Invoice			2012409
Phase	081	Right of Way Services			
Reimbursable Expenses					
Misc Reimbursable Exp					
7/25/2012	Boundary County Recorder	Copies		645.96	
Total Reimbursables				645.96	645.96
Billing Limits		Current	Prior	To-Date	
Total Billings		645.96	0.00	645.96	
Limit				4,800.00	
Remaining				4,154.04	
				Total this Phase	\$645.96
				Total this Invoice	\$2,035.96

Invoice

August 28, 2012

Project No: 45002.00.0

Invoice No: 2012449

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

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline

Professional Services from July 31, 2012 to August 28, 2012

Phase 050 Construction Phase Services

Fee

Total Fee 4,700.00

Percent Complete 15.00 Total Earned 705.00

Previous Fee Billing 0.00

Current Fee Billing 705.00

Total Fee 705.00

Total this Phase \$705.00

Total this Invoice \$705.00

Invoice

August 29, 2012

Project No: 45004.00.0

Invoice No: 2012472

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 July 26, 2012 to August 29, 2012

Phase 010 EID

Professional Personnel

			Hours	Rate	Amount
Maiani, Necia	8/11/2012	5.00	120.00	600.00	
Meet with City, Review Alignment					
Project Communication					
MacDonald, Sharie	8/18/2012	.25	70.00	17.50	
Copy EA Memo for Distribution					
MacDonald, Sharie	8/18/2012	.50	70.00	35.00	
Edit and Finalize Memo to Agencies;					
MacDonald, Sharie	8/25/2012	.25	70.00	17.50	
Resend Memo Report to Kootenai Tribe					
Maiani, Necia	8/25/2012	.50	120.00	60.00	
Comm with City RE; Environmental Doc, Topo					
Design					
Lockhart, Julie	8/18/2012	1.00	80.00	80.00	
Drafted Proposed Improvement Part A and B Displays					
Gen. Engineering Services					
Osterdock, Karen	8/11/2012	.50	90.00	45.00	
Edit EID maps, review edits with A. Williams, comm with N. Maiani RE: updates to project scope.					
Williams, Ashley	8/11/2012	.25	80.00	20.00	
Project intro from KO					
Williams, Ashley	8/11/2012	1.00	80.00	80.00	
Updating EID memo to reflect new Hazel St. segment and reviewing maps for accurate impact assessments; preparing critical habitat map					
Williams, Ashley	8/11/2012	.50	80.00	40.00	
Updating maps with Hazel St. portion of improvements					
Williams, Ashley	8/11/2012 Ovt	.50	120.00	60.00	
Williams, Ashley	8/18/2012	1.25	80.00	100.00	
Finalizing EIA and incorporating NM review; going over maps with JL					
Williams, Ashley	8/25/2012	.25	80.00	20.00	
Updating Tribe contact (Kootenai instead of Kalispel) and revising memo to reflect new contact; discussing with SM					
Totals		11.75		1,175.00	
Total Labor					1,175.00

Project	45004.00.0	Invoice	2012472
---------	------------	---------	---------

Unit Billing

Ledger Size Color Prints				
8/14/2012	5 copies of Environmental Assmt Memo	20.0 Color Copy @ 1.98	39.60	
Letter/Legal/CardStock Size Color Prints				
8/14/2012	5 copies of Environmental Assmt Memo	70.0 Color Copy @ 0.99	69.30	
	Total Units		108.90	108.90

Billing Limits	Current	Prior	To-Date	
Total Billings	1,283.90	570.00	1,853.90	
Limit			7,800.00	
Remaining			5,946.10	
		Total this Phase		\$1,283.90

Phase	030	Design Phase Services		
Fee				
Total Fee	16,400.00			
Percent Complete	10.00	Total Earned	1,640.00	
		Previous Fee Billing	820.00	
		Current Fee Billing	820.00	
		Total Fee		820.00
		Total this Phase		\$820.00

Phase	080	Topographic Survey		
Fee				
Total Fee	6,600.00			
Percent Complete	65.00	Total Earned	4,290.00	
		Previous Fee Billing	0.00	
		Current Fee Billing	4,290.00	
		Total Fee		4,290.00
		Total this Phase		\$4,290.00

Phase	081	Right of Way Services		
Professional Personnel				
		Hours	Rate	Amount
Project Communication				
Hathaway, Mike	8/18/2012	2.00	130.00	260.00
Coordinate ROW info with Gary				
Hathaway, Mike	8/18/2012	3.00	130.00	390.00
Prep for survey crew, review boundary calcs				
Hathaway, Mike	8/18/2012	.25	130.00	32.50
Utility locate coordination				
Research/Field Investigation				
Briant, Gerald	8/18/2012	16.50	130.00	2,145.00
Draft record plats and ROS's				
Briant, Gerald	8/18/2012	8.50	130.00	1,105.00
organize research data Plats, ROS & CPF				
Totals		30.25		3,932.50
Total Labor				3,932.50

Project	45004.00.0	Invoice	2012472
Billing Limits	Current	Prior	To-Date
Total Billings	3,932.50	645.96	4,578.46
Limit			4,800.00
Remaining			221.54
		Total this Phase	\$3,932.50
		Total this Invoice	\$10,326.40

Invoice

October 29, 2012

Project No: 45002.00.0

Invoice No: 2012645

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

Project 45002.00.0 Bonners Ferry - Deep Creek Waterline

Professional Services from September 29, 2012 to October 26, 2012

Phase 050 Construction Phase Services

Fee

Total Fee 4,700.00

Percent Complete

95.00

Total Earned

4,465.00

Previous Fee Billing

3,290.00

Current Fee Billing

1,175.00

Total Fee

1,175.00

Total this Phase

\$1,175.00

Phase 052 Resident Project Representative

Professional Personnel

Hours

Rate

Amount

RPR Services

Gazdik, Jerry

9/29/2012

8.00

80.00

640.00

RPR Services

Gazdik, Jerry

10/6/2012

16.50

80.00

1,320.00

RPR Services

Totals

24.50

1,960.00

Total Labor

1,960.00

Unit Billing

Reimbursable Mileage @ 0.555

9/24/2012

RPR

171.0 miles @ 0.555

94.91

10/1/2012

RPR

93.0 miles @ 0.555

51.62

10/2/2012

RPR

103.0 miles @ 0.555

57.17

Total Units

203.70

203.70

Additional Fees

No Charge for JG Week Ending 09/29

-734.91

Total Additional Fees

-734.91

-734.91

Billing Limits

Total Billings

Current

Prior

To-Date

1,428.79

3,776.34

5,205.13

Limit

4,500.00

Adjustment

-705.13

Total this Phase

\$723.66

Project	45002.00.0	Bonnors Ferry - Deep Creek Waterline	Invoice	2012645
---------	------------	--------------------------------------	---------	---------

Phase	100	Additional Services
-------	-----	---------------------

Professional Personnel

	Hours	Rate	Amount
Project Communication			
Maiani, Necia 7/28/2012	.25	120.00	30.00
Comm with Howard Re: Contingency Plan			
Maiani, Necia 7/28/2012	.50	120.00	60.00
Comm with Shem Re: Contingency Plan			
Maiani, Necia 7/28/2012	.50	120.00	60.00
Review Directional Bore Risks			
Maiani, Necia 8/4/2012	.50	120.00	60.00
Comm with City Re: Contingency Plan/River Depth/Status			
Maiani, Necia 8/4/2012	.25	120.00	30.00
Comm with Shem Re: Contingency Plan			
Maiani, Necia 8/4/2012	1.00	120.00	120.00
Prep Contingency Plan			
Maiani, Necia 8/11/2012	2.00	120.00	240.00
Comm with Howard, Site Visit, Comm with Shem, Discussion on Contingency Plan			
Totals	5.00		600.00
Total Labor			600.00
		Total this Phase	\$600.00
		Total this Invoice	\$2,498.66

Invoice

October 29, 2012

Project No: 45004.00.0

Invoice No: 2012646

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 September 29, 2012 to October 26, 2012

Phase 010 EID

Professional Personnel

			Hours	Rate	Amount
Swearingen, Evangelina	10/13/2012		.50	40.00	20.00
Finalize Final EID Memo					
Swearingen, Evangelina	10/13/2012		.50	40.00	20.00
QC Review of Final EID Memo					
Construction Phase Services					
MacDonald, Sharie	9/29/2012		1.00	70.00	70.00
Prepare USDA Control Sheet and Email Invoices to City for Agenda;					
Update Budget Tracking					
MacDonald, Sharie	9/29/2012 Ovt		.50	105.00	52.50
MacDonald, Sharie	10/13/2012		.50	70.00	35.00
Prepare and Distribute Control Sheet and Requests to USDA for Approval					
MacDonald, Sharie	10/20/2012		1.00	70.00	70.00
Comm with City Re: Deep Creek Reimbursements; Research and Email					
USDA on Eligibility					
Gen. Engineering Services					
Osterdock, Karen	10/6/2012		.50	90.00	45.00
Comm with N. Maiani RE: comments and timeline, review comments					
Osterdock, Karen	10/6/2012		.25	90.00	22.50
Contact consulting agencies RE: comments.					
Osterdock, Karen	10/6/2012		.50	90.00	45.00
Update EID memo.					
Osterdock, Karen	10/13/2012		.50	90.00	45.00
Comm with E. Beesaw RE: EID, phone logs, finalize memo.					
Osterdock, Karen	10/13/2012		2.25	90.00	202.50
Comm with H. Lunderstadt RE: budget items, reimbursement amount,					
update budget, prepare for meeting, comm with N. Maiani RE: meters,					
design questions.					
Osterdock, Karen	10/13/2012		.50	90.00	45.00
Comm with J. Shottana RE: tribe's comments, update phone log, final EID					
review/edits.					
Totals			8.50		672.50
Total Labor					672.50

Billing Limits

Current

Prior

To-Date

Project	45004.00.0	Bonnars Ferry-US95 Kennedy-Cnty Rd 2D WL	Invoice	2012646
Total Billings	672.50	1,853.90	2,526.40	
Limit			7,800.00	
Remaining			5,273.60	
Total this Phase				\$672.50

Phase	030	Design Phase Services		
Fee				
Total Fee	16,400.00			
Percent Complete	40.00	Total Earned	6,560.00	
		Previous Fee Billing	1,640.00	
		Current Fee Billing	4,920.00	
		Total Fee		4,920.00
Total this Phase				\$4,920.00

Phase	081	Right of Way Services		
Professional Personnel				
		Hours	Rate	Amount
PLS Review				
Hathaway, Mike	10/13/2012	1.25	130.00	162.50
Review and mapping of easements on east side				
Hathaway, Mike	10/13/2012	.50	130.00	65.00
Review of existing survey monuments				
Totals		1.75		227.50
Total Labor				227.50
Billing Limits		Current	Prior	To-Date
Total Billings		227.50	4,800.00	5,027.50
Limit				4,800.00
Adjustment				-227.50
Total this Phase				0.00
Total this Invoice				\$5,592.50

CITY OF BONNERS FERRY, IDAHO
APPLICATION FOR CITY SPECIAL EVENT PERMIT
(REQUIRED UNDER ORDINANCE NO. 468)

2012-13

Date of Application: 10/24/12
License Issued to: Carolyn Testa
Business Name: Turkey Trot
Mailing Address: PO Box 1781
Physical Address: 6371 Kootenai St.
Phone Number: 208/240-7039
Type of Event: 5k/10k run
Dates of Event: Thanksgiving Morning 11/22/12
Location of Event: Fairgrounds parking lot
Time of Event: 9 am

RECEIVED

OCT 24 2012

CITY OF BONNERS FERRY

She will bring a proof
of ins. before
Council meeting

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use therefrom, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant: Carolyn Testa
Printed Name: Carolyn Testa
Office/Title: _____

Office Use:

Fee Paid: 135⁰⁰ Date: 10-24-12

Receipt No. 11178-14

Approved By: _____

Date: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pace-Kerby & Co., Inc. P. O. Box 809 Bonners Ferry ID 83805		CONTACT NAME: House Account PHONE (A/C, No, Ext): (208) 267-3123 FAX (A/C, No): (208) 267-5980 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: INSURER A: American Economy INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED CAROLYN TESTA PO BOX 1781 BONNERS FERRY ID 83805		NAIC # 19690	

COVERAGES

CERTIFICATE NUMBER: Master 12-11/12

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSUR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	02CE22061820	12/30/2011	12/30/2012	MED EXP (Any one person) \$ 10,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	EXCESS LIAB					AGGREGATE \$
	<input type="checkbox"/> OCCUR					
	<input type="checkbox"/> CLAIMS-MADE					
	DED					
	RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

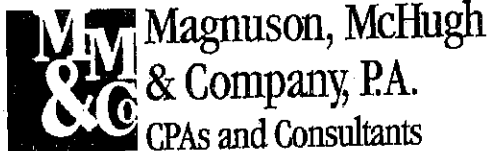
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Turkey Trot on 11-22-12, City of Bonners Ferry is named as additional insured.

CERTIFICATE HOLDER

CANCELLATION

<p>Klarson@bonnersferry.id.go</p> <p>City of Bonners Ferry Attn: Kris P O Box 149 Bonners Ferry, ID 83805</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Darron Branson/IC <i>Darron Branson</i></p>
---	---



October 23, 2012

To the Honorable Mayor and City Council
City of Bonners Ferry, Idaho
P.O. Box 149
Bonners Ferry, ID 83805

We are pleased to confirm our understanding of the services we are to provide City of Bonners Ferry, Idaho. We will audit the compliance of the City of Bonners Ferry, Idaho with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement that are applicable to each of its major federal programs for the year ended September 30, 2011.

Audit Objectives

The objective includes reporting on –

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133. *Audites of States, Local Governments, and Non-Profit Organizations.*

The report on internal control and compliance will include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the organization, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records of the program and other procedures we consider necessary to enable us to express an opinion and to render the required reports. If our opinion on the Single Audit compliance are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for identifying government award programs and understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133 and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of the schedule of expenditures of federal awards and related notes. You are responsible for making all management decisions and performing all management functions relating to the schedule and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the schedule of expenditures of federal awards and that you have reviewed and approved the schedule and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all program financial records and related information available to us, and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the schedule of federal expenditures of federal awards to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the schedule taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the organization involving: (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the schedule. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Organization received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Organization complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the schedule; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the schedule of expenditures of federal awards is free of material misstatement, whether from: (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the schedule of expenditures of federal awards. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that comes to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a single audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry at the conclusion of our audit, we will require certain written representations from you about the schedule of expenditures of federal awards and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the schedule of expenditures of federal awards and to design the nature, timing, and extent of further audit procedures. As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to the major programs. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

OMB Circular A-133 requires that we plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to the major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on the major programs. The purpose of these procedures will be to express an opinion on City of Bonners Ferry, Idaho's compliance with requirements applicable to the major programs in our report on compliance issued pursuant to OMB Circular A-133.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audit.

The audit documentation for this engagement is the property of Magnuson, McHugh & Company and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to the United States Department of Agriculture or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Magnuson, McHugh & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the United States Department of Agriculture. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately October 22, 2012 and to issue our reports no later than November 9, 2012. Toni Hackwith is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We estimate that our fees for these services will range from \$1,500 to \$2,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Magnuson, McHugh & Company, P.A.

City of Bonners Ferry, Idaho
October 23, 2012
Page 5

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2010 peer review report accompanies this letter.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Magnuson, McHugh & Company, P.A.

Magnuson, McHugh & Company, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bonners Ferry, Idaho.

Signature and Title

Date

Magnuson, McHugh & Company, P.A.

CPAs and Consultants

Evans & Poulsen P.A.

Certified Public Accountants

Members of the American Institute of CPAs
and the Idaho Society of CPAs
Edward G. Evans, CPA
Jeffrey D. Poulsen, CPA

System Review Report

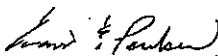
November 5, 2010

To the Owners of
Magnuson, McHugh & Company, P.A.
and the Peer Review Committee of the Idaho Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Magnuson, McHugh & Company, P.A. (the firm) in effect for the year ended July 31, 2010. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under the *Government Auditing Standards* and audits of employee benefit plans.

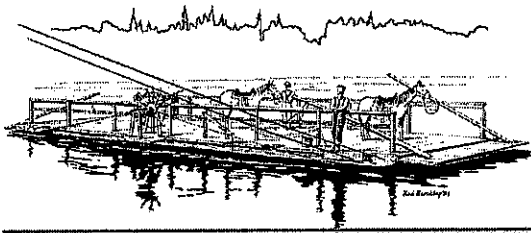
In our opinion, the system of quality control for the accounting and auditing practice of Magnuson, McHugh & Company, P.A. in effect for the year ended July 31, 2010, has been suitably designed and complied with to provided the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Magnuson, McHugh & Company, P.A. has received a peer review rating of *pass*.


Evans & Poulsen, P.A.

1360 Albion Avenue • Burley, Idaho 83318 • (208) 678-1300 • Fax (208) 678-1301 • evanscpa@pmt.org

Magnuson, McHugh & Company, P.A.

CPAs and Consultants



CITY OF BONNERS FERRY

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

Memo

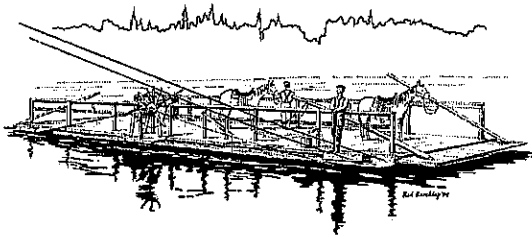
To: Mayor and City Council
From: Kris Larson, Clerk/Treasurer
Date: 11/2/2012
Re: Temporary Hire for Clerk's Office

Sunny will be on maternity leave from January through March so I am requesting that we be allowed to hire Jeannie Robinson to fill in for her. The pay rate would be \$11.00 per hour out of the enterprise funds.

Please call me if you have any questions.

Thank you.

Kris Larson



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 1 November 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Voltage Regulator.

This memo is to recommend that the City purchase a spare voltage regulator for the price \$14,836.52. This would be sized to be used in any of our substations. We currently have four banks of three regulators (12 total) in service and their age is about 12 years since they were purchased or refurbished. They are at the age where they are starting to require increased maintenance. Most regulator maintenance requires bringing them into the shop to prevent contamination of the oil.

STB

Cooper Power Systems Proposal Number BEDO225134
Revision 00

Date: October 08, 2012
Proposal Valid Through: November 07, 2012

ATTN: AGENCY - DO NOT MARK UP
CITY OF BONNERS FERRY (ID)

End User: CITY OF BONNERS FERRY
Product(s): Regulator

Cooper Power Systems is pleased to present our response to your request. The attached proposal is based on our interpretation of any specifications, drawings and/or other information provided to Cooper Power Systems.

Should you have any questions or require any additional information, please feel free to contact me at 262-524-3339. Cooper Power Systems appreciates the opportunity to provide a response to your Inquiry and looks forward to receiving your order.

Sincerely,

April Knuth
Inside Sales Representative

cc: - JEFF S LINDGREN
HD SUPPLY UTILITIES LTD

Revisions:

Proposal Details

Terms of Sale: FOB DESTINATION - FREIGHT PREPAID AND ALLOWED

Payment Terms: Net 30 days from invoice date

Proposal Valid Through: November 07, 2012

Orders are accepted subject to Cooper Power Systems Terms and Conditions of Sale that are included or have been provided previously to the buyer.

Proposal number and item number should be referenced on purchase order.

Quoted lead-times are based on current factory loading and are subject to change.

Lead-time: Shipment is based on receipt of all required order information at Cooper Power Systems. X and Y (where applicable) are defined in the Item Details for each line item on this proposal.

The prices on this quote are valid per the Proposal Validity listed in the Proposal Details section of this proposal unless extended explicitly by Cooper Power Systems. Prices quoted are for shipment per lead-time shown on this Cooper Power Systems proposal. If there is a need to schedule the shipment later than the quoted lead-time, such as the use of the Approval drawing process, the price will be adjusted per the Cooper Product Index (CPI) in effect at the time of shipment. The CPI is available for your review on the Cooper Power Systems web site: www.cooperpower.com/cpi

Cooper is proud to supply the CL-6B control on these regulators. The CL-6B can also be offered in a control replacement assembly (CRA), or a panel replacement assembly (PRA) to upgrade control technologies on Siemens, Howard, General Electric, Allis Chalmers or McGraw-Edison regulators in the field. The latest technologies of the CL-6B control include flash card memory, duty cycle monitoring, time on tap, and digital communications. Please contact your Cooper Power Systems sales representative for details on these after market control options.

Cooper Power Systems recommends for all transformer and regulator applications Envirotemp FR3 dielectric fluid ("FR3") in lieu of naphthenic mineral oil because of FR3's superior biodegradability, firepoint and paper insulation life extension properties. Cooper Power Systems has provided a quote per your current specification, but will quote FR3 as a fluid option if requested.

Please note – Base Unit Catalog Number provided in this quote will NOT necessarily be the final order catalog number delivered to the customer. Upon receipt of an order, the Base Unit Catalog Number may be customized dependent upon the accessories that a customer has requested.

Cooper Power Systems Proposal Number: BEDO225134
Revision 00

Date: October 08, 2012
Proposal Valid Through: November 07, 2012

Item Details

Item Number: 00001

Customer Specification: Email, Dated: 10/8/2012: 416kva 76.2lv

Outline Drawing: 4242600B1104

Nameplate Drawing: B686652 (Drawings are FOR REFERENCE ONLY.)

Quantity	Unit Price	Extended Price
1	\$14836.52 USD	\$14836.52 USD

Lead-time (Per Lead-time definition in Proposal Details):

Product Lead-time (X): 7 weeks ex-factory

Description:

Base Unit Catalog Number	WA341B2006AG
Base Unit Profile	VR-32 Regulator, 7620 V, 416.3-466 kVA, 548-614 Amp, 60 Hz, Station-mount
BIL	95 kV
Temperature Rise	55/65°C Rise
Cooling Class	ONAN
Fluid	ANSI Type II Mineral Oil
Voltage Connection	Voltage Set for 7200 Volt Operation
Front Panel	CL-6 Control with 1 RCT on Backpanel
Pallet	Standard Shipping Pallet
Bushing Terminals	Bushing Connectors to accept #6-800 MCM Cable (Qty: 3)
Series	Standard Series Arrester

PERFORMANCE DATA:

None Requested

OPTIONAL ACCESSORIES

FR-3 Adder with Auto Inhibit Therm:

Cooper Power Systems recommends for all transformer and regulator applications Envirotemp FR3 dielectric fluid ("FR3") in lieu of naphthenic mineral oil because of FR3's superior biodegradability, firepoint and paper insulation life extension properties. The quote above is per mineral oil but if FR-3 is desired add \$1791 per unit. Please reflect this on the purchase order.

Control Cable Adder:

The regulator quoted has a standard cable. Control cables are available in increments of 10 ft. up to 50 ft. Specified cable lengths will be rounded up to the next increment of 10 ft. where necessary. For example, if a 35 ft. cable is specified, we will provide a 40 ft. cable. Please specify if needing additional cable on the po at time of order:

Price Adders:

10' - 20' = \$100 ea. unit

30' = \$150 ea. unit

40' - 50' = \$200 ea. unit

Cooper Power Systems Proposal Number: BEDO225134
Revision 00

Date: October 08, 2012
Proposal Valid Through: November 07, 2012

Item Number: 00001

Communication Board Adder:

The CL-6 control has DNP3 and DATA 2179 protocols resident. The addition of an optional Interface Communications Board will provide the physical connection for communications.

Options and price adders are:

- Fiber Optic / RS-232 Communications Board - \$350. Ea.
- Fiber Optic / Ethernet Communications Board - \$450. Ea.
- RS-485 Communications Board - \$350. Ea.

Please specify which one is desired on the purchase order.

Shunt Arrester Adder:

Price adder for 10kV Shunt Arrester is \$50. Each Arrester

Elevating Stand Adder:

Part # 2042020B02

The price adder for an elevating structure (stand) is \$525 per. Part number is 2042020B02 which is used on regulators with tank diameters ranging from 20" to 29". The structure has an adjustable height range of 16" to 24".

This is not included in the price of the regulator and must be entered as a separate item on the purchase order. These are shipped with the regulator but on a separate pallet

Control Heater Adder: \$125 per unit

Terms and Conditions**1. Applicable Terms and Conditions**

(a) These terms and conditions of sale establish the rights, obligations, and remedies of Buyer and Seller that apply to any order issued by Buyer for the purchase of Seller's products and/or services ("Products"). No additional or different terms or conditions, whether contained in Buyer's purchase order form or in any other document or communication pertaining to Buyer's order, will be binding on Seller unless accepted in writing by an authorized representative of Seller. Seller expressly objects to and rejects any additional or different terms and conditions, which shall be ineffective.

(b) If Seller's order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions is found to be an acceptance of an offer, acceptance is expressly made conditional upon Buyer's assent solely to these terms and conditions, and acceptance of any part of Products delivered by Seller shall be deemed to constitute such assent by Buyer. If the order acknowledgement, invoice, other document, or electronic transmittal including or attaching these terms and conditions constitutes an offer, Buyer's acceptance of the offer is hereby limited to the terms of the offer.

2. Price, Payment Terms, and Title

(a) All prices represent those in effect at the time of quotation and are subject to change without notice. Unless prices are bid or quoted as "firm," Seller reserves the right to invoice at prices in effect at the date of shipment, regardless of any prior bid and whether notice was received by Buyer. Unless otherwise indicated, prices are stated in United States dollars and are exclusive of shipping, handling, shipping insurance, duties, and sales, use, excise or similar taxes. Export packaging or any other special handling requested by Buyer will be at Buyer's expense. A service charge of \$25 will be assessed for any order less than \$250. Seller requires a minimum \$100 emergency handling charge for all orders that require shipment the same day or next day.

(b) Buyer acknowledges that the pricing of the Products has been set based on the agreed allocation of risks contained in these terms and conditions. If, notwithstanding the provisions of these terms and conditions, a court of competent jurisdiction determines that Buyer's terms and conditions apply to an order, then Seller shall have the right to either (i) modify the prices (including retroactively) according to the additional level of risk and responsibility that Buyer's terms and conditions require Seller to undertake; or (ii) cancel the order any time after such a determination without liability for the termination other than for the Products already delivered on these terms and conditions.

(c) Unless different credit terms have been extended to Buyer in writing by Seller, payment terms are net 30 days after delivery or date of invoice, whichever first occurs, in the currency invoiced. Seller reserves the right to modify or withdraw credit terms at any time without notice. If Buyer fails to fulfill the terms of payment, Seller may defer further shipments to Buyer or, at its option, cancel the unshipped portions of Buyer's orders. Buyer agrees to pay interest on all past due invoices at the lesser of 18% per annum, compounded monthly, or the highest contractual rate allowable under the law.

(d) Until full payment of all obligations of the Buyer for an order, Seller reserves the title (but not the risk of loss) to all Products furnished under that order. If the Buyer defaults in payment or performance or becomes subject to insolvency, receivership or bankruptcy proceedings or makes an assignment for the benefit of creditors, or without the consent of Seller voluntarily or involuntarily sells, transfers, leases or permits any lien or attachment on the Products, Seller may treat all amounts then or thereafter owing by Buyer to be immediately due and payable and Seller at its election may repossess Products for which Buyer has not paid in full. In the event of repossession of Products under this section or under the section entitled "Security Interest," Buyer agrees that Seller may enter the premises where the Products may be located and remove them without notice and without being liable to Buyer for such repossession. Buyer will not set off invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, or subsidiaries. Buyer grants Seller a security interest in Products for which title has passed to Buyer, products in which Products are incorporated, and Products that Seller sells (including all Products acquired hereafter from Seller, and all accessions, substitutions, replacements, and additions, and any proceeds from sale or disposition of Products), as security for performance by Buyer of all of its payment obligations under these terms and conditions (including obligations regarding future advances). Buyer consents to Seller's execution of any documents to evidence and perfect this security interest, and agrees to execute the same if requested by Seller.

3. Delivery and Risk of Loss

(a) Unless otherwise agreed in writing, all deliveries of Products will be EXW (Incoterms 2000) Seller's facility. Products will be packed in Seller's standard commercial shipping packages. Charges for shipping may not reflect net transportation costs paid by Seller. Buyer shall reimburse Seller for all costs of storage and handling incurred by Seller after the date that Seller is prepared to make shipment.

(b) Delivery and shipping dates are approximate and represent Seller's best estimate of the time required to make delivery or shipment. Time is not of the essence with respect to the transactions covered by these terms and conditions, except with respect to Buyer's obligation to make all related payments. Seller's obligations under these terms and conditions will be dependent upon Seller's ability to obtain necessary raw materials and components. Seller shall have the right to make partial deliveries and to ship up to forty (40) days in advance of shipping date.

4. Acceptance

Acceptance shall occur, if not before, when Buyer fails to reject within ten (10) days after delivery of the Products. Buyer may rightfully reject only when a reasonable inspection shows that the Products fail to conform substantially to the specifications for the Products. Buyer waives any right to revoke acceptance. Buyer's remedies for any nonconformity detected after acceptance are limited to those expressly provided in these terms and conditions for breach of warranty.

5. Limited Warranty

(a) Seller warrants to each original Buyer of Products that Products are, at the time of delivery to the Buyer, in good working order and conform to Seller's official published specifications, provided that no warranty is made with respect to any Products, component parts, or accessories manufactured by others but supplied by Seller.

(b) Seller's obligation under this warranty for any Product proved not to be as warranted within the applicable warranty period is limited to, at its option, replacing the Product, refunding the purchase price of the Product, or using reasonable efforts to repair the Product during normal business hours at any authorized service facility of Seller. All costs of transportation of any Product claimed not to be as warranted and of any repaired or replacement Product to or from such service facility shall be borne by Buyer.

(c) Seller may require the return of any Product claimed not to be as warranted to one of its facilities as designated by Seller, transportation prepaid by Buyer, to establish a claim under this warranty. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. Replacement parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the Products in which they are installed to the same extent as if such parts were original components. Warranty services provided under these terms and conditions do not assure uninterrupted operations of Products; Seller shall not be liable for damages caused by any delays involving warranty service.

(d) The warranty period for Products is the shorter of twelve (12) months from the date of installation or eighteen (18) months from the date of shipment unless otherwise agreed by Seller in writing.

(e) EXCEPT FOR THE EXPRESS WARRANTY SET FORTH ABOVE, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCTS, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR THE COST OF PROCUREMENT OR INSTALLATION OF SUBSTITUTE GOODS.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, INDIRECT DAMAGES, INCIDENTAL DAMAGES, STATUTORY DAMAGES, EXEMPLARY OR PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF REVENUE, LIQUIDATED DAMAGES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. SELLER'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO A PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE OF THE PRODUCT FROM WHICH THE CLAIM ARISES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY WHETHER SELLER'S LIABILITY ARISES OR RESULTS FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE, GROSS NEGLIGENCE, MALICE, OR INTENTIONAL CONDUCT), STRICT LIABILITY, BY OPERATION OF LAW, OR OTHERWISE.

7. Cancellation and Return of Products

Orders shall not be subject to cancellation or modification either in whole or in part without Seller's written consent and then only with terms that will reimburse Seller for all applicable costs incurred by virtue of the sale, including costs of purchased materials, engineering costs and a reasonable allowance for profit. Seller's written consent must be given in advance of Buyer's return of Products for credit. Seller reserves the right to cancel any sale of Products without liability to Buyer (except for refund of monies already paid), if the manufacture or sale of the goods is or becomes technically or economically impractical.

8. Force Majeure

Seller shall not be liable for any failure to perform or delay in performing its obligations resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer or those under Buyer's control, acts of government or other civil or military authorities, priorities, strikes, or other labor disputes, fires, accidents, floods, epidemics, war, riot, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Seller's reasonable control ("Force Majeure Event"). If Seller elects, the time for performance shall be extended by a period of time equal to the time lost because of any delays caused by reasons of a Force Majeure Event. Should Seller be prevented from completing Buyer's order or any part thereof because of any Force Majeure Event, then Buyer agrees promptly upon request and upon receipt of invoice therefor, to pay Seller for any Product or Products then completed.

9. Work Product

"Work Product" shall include, without limitation, all designs, discoveries, creations, works, devices, masks, models, work in progress, service deliverables, inventions, products, special tooling, computer programs, procedures, improvements, developments, drawings, notes, documents, business processes, information and materials made, conceived or developed by Seller alone or with others that result from or relate to the Products. All Work Product shall at all times be and remain the sole and exclusive property of Seller. Buyer hereby agrees to irrevocably assign and transfer to Seller and does hereby assign and transfer to Seller all of its worldwide right, title and interest in and to the Work Product including all associated intellectual property rights. Buyer hereby waives any and all moral and other rights in any Work Product or any other intellectual property created, developed or acquired in respect of the Products. Seller will have the sole right to determine the treatment of any Work Product, including the right to keep it as trade secret, execute and file patent applications on it, to use and disclose it without prior patent application, to file registrations for copyright or trademark in its own name or to follow any other procedure that Seller deems appropriate. All tools and equipment supplied by Buyer to Seller shall remain the sole property of Seller.

10. Confidentiality

(a) Buyer may acquire knowledge of Seller Confidential Information (as defined below) in connection with Products and/or its performance hereunder and agrees to keep Seller Confidential Information in confidence during and following termination or expiration of this Agreement. "Seller Confidential Information" includes but is not limited to all information, whether written or oral, in any form, including, without limitation, information relating to the research, development, products, methods of manufacture, trade secrets, business plans, customers, vendors, finances, personnel data, Work Product, and other material or information considered proprietary by Seller relating to the current or anticipated business or affairs of Seller that is disclosed directly or indirectly to Buyer. In addition, Seller Confidential Information means any third party's proprietary or confidential information disclosed to Buyer in the course of providing Products to Buyer.

(b) Buyer agrees not to copy, alter or directly or indirectly disclose any Seller Confidential Information. Additionally, Buyer agrees to limit its internal distribution of Seller Confidential Information to Buyer's employees who have a need to know, and to take steps to ensure that the dissemination is so limited. In no event will Buyer use less than the degree of care and means that it uses to protect its own information of like kind, but in any event not less than reasonable care to prevent the unauthorized use of Seller Confidential Information. Buyer may disclose Seller Confidential Information that is required to be disclosed pursuant to a requirement of a government agency or law but only after Buyer provides prompt notice to Seller of such requirement and gives Seller the opportunity to challenge or limit the scope of the disclosure.

(c) Buyer further agrees not to use Seller Confidential Information except in the course of performing hereunder and will not use such Seller Confidential Information for its own benefit or for the benefit of any third party. All Seller Confidential Information is and shall remain the property of Seller. Upon Seller's written request, Buyer shall return, transfer or assign to Seller all Seller Confidential Information, including all Work Product, and all copies containing Seller Confidential Information.

11. Patent Indemnity

In the event any Product is made in accordance with drawings, samples or manufacturing specifications designated by Buyer, Buyer agrees to indemnify, defend, and hold Seller harmless from any and all damages, costs and expenses (including attorney's fees) relating to any claim arising from or relating to the design, distribution, manufacture, marketing, sale, or use of the Product or arising from or relating to a claim that such Product furnished to Buyer by Seller, or the use thereof, infringes any claim of any patent, foreign or domestic, and Buyer agrees at its own expense to undertake the defense of any suit against Seller brought upon such claim or claims.

12. Changes in Product Design or Manufacture

Seller shall have the right to change, discontinue or modify the design and construction of any of its products and to substitute material equal to or superior to that originally specified.

13. Software License

Software, if included with a Product, is hereby licensed and not sold. The license is nonexclusive, and is limited to use with the Product with which it is included. No other use is permitted and Seller retains for itself (or, if applicable, its suppliers) all title and ownership to any software delivered hereunder, all of which contains confidential and proprietary information and which ownership includes without limitation all rights in patents, copyrights, trademarks and trade secrets. Buyer shall not attempt any sale, transfer, sublicense, reverse compilation or disassembly (save to the extent expressly permitted by law) or redistribution of the software. Buyer shall not copy, disclose or display any such software, or otherwise make it available to others.

14. Compliance with Laws

Buyer shall comply with all laws and regulations applicable to Products, including but not limited to all applicable import and export laws and regulations. Buyer and Buyer's Agent shall provide all information requested by Seller relating to Seller's voluntary or mandatory compliance with any law or regulation, and Buyer shall indemnify Seller for any losses incurred by Seller arising from Buyer's or Buyer's Agent's failure to provide the information requested by Seller.

15. Waiver

No waiver of any provision of these terms and conditions (or any right or default hereunder) shall be effective unless in writing and signed by an authorized representative Seller. Any such waiver shall be effective only for the instance given, and shall not operate as a waiver with respect to any other rights or obligations under these terms and conditions or applicable law in connection with any other instances or circumstances.

16. Language

The parties have expressly required that these terms and conditions be prepared in the English language. Les parties aux présentes ont expressément exigé que les présents termes et les bons de commandes émis aux termes des présentes soient rédigés en langue Anglaise.

17. Choice of Law and Dispute Resolution

Except as set forth below, these terms and conditions shall be governed by and construed in accordance with the laws of the State of Texas, without reference to its choice of law rules. If both Seller and Buyer are incorporated under the laws of Canada or a province of Canada, these terms and conditions shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada. If Buyer is incorporated in the United States, any claim or litigation arising out of or relating to Products shall be brought exclusively in a court of competent jurisdiction in Harris County, Texas. If Buyer is incorporated outside of the United States, any dispute will be resolved by arbitration in Houston, Texas, by three arbitrators and under the International Chamber of Commerce Rules of Arbitration. The language of the arbitration will be English. In all cases, Buyer and Seller expressly exclude from application the United Nations Convention on Contracts for the International Sale of Goods.

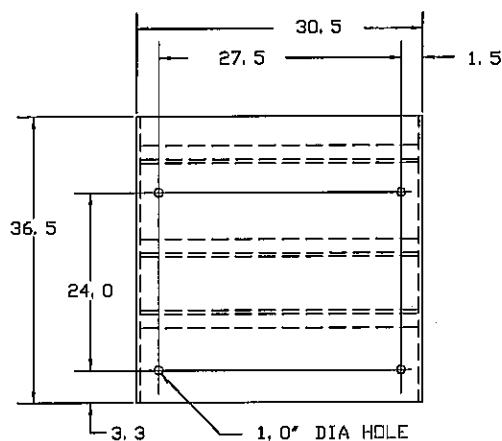
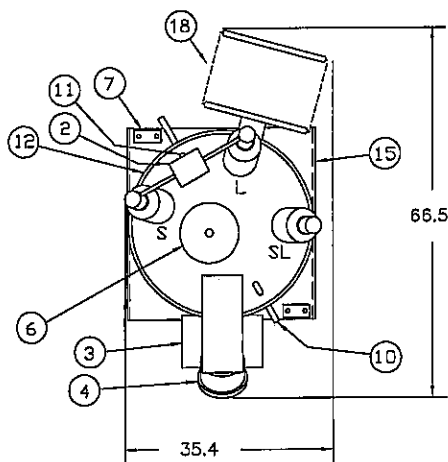
18. Assignment

Buyer may not assign, transfer or subcontract the performance of its services, or any of its rights and/or obligations hereunder, without Seller's prior written consent.

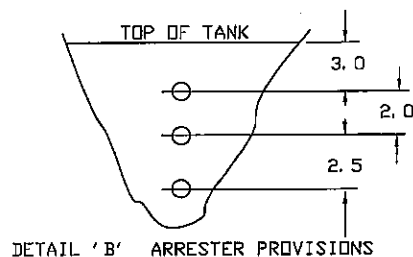
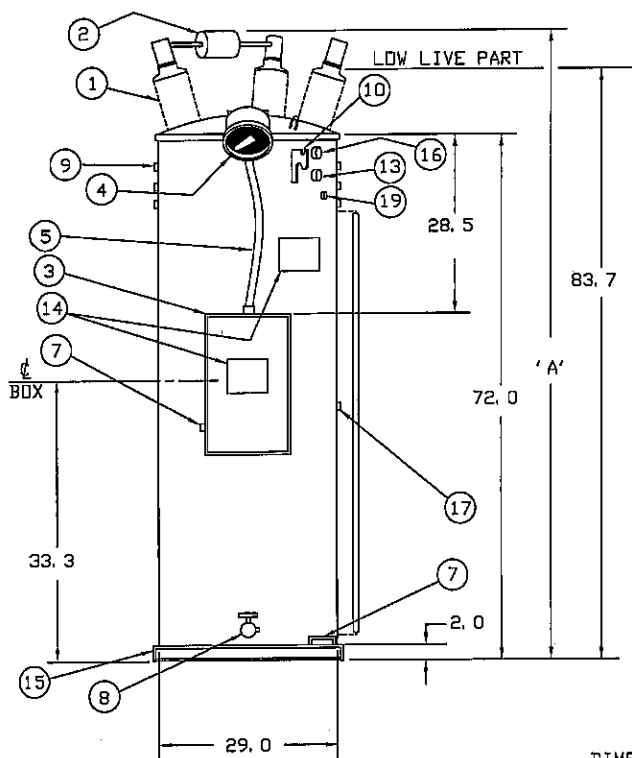
19. Severability

If any provision of these terms and conditions is determined to be illegal, invalid, or unenforceable, the validity and enforceability of the remaining provisions of these terms and conditions will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added, as part of these terms and conditions, one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law.

CPS 121010



DETAIL 'C' SUBSTATION BASE



DETAIL 'B' ARRESTER PROVISIONS

CAT. NO. WA341B

CUST. SPEC. - NONE

REGULATOR:

416.3/466 KVA 1 PHASE 60 HERTZ 55/65°C RISE
LOAD AMPS - 548/614
RATED VOLTAGE - 7620/13200Y
REGULATION ±10% IN 32 5/8% STEPS
VOLUME OF OIL: 188 GALLONS
UNTANKING WEIGHT (LBS) - 1860
TOTAL WEIGHT (LBS) - 3960
FINISH: ANSI #70 SKY GRAY
QUIK DRIVE TAP CHANGER
CONTROL: CL-6

DIMENSION 'A' ☐ 89.7 W/ CLAMP TYPE CONNECTORS FOR #6 AWG STRANDED TO 800 MCM CABLE.
☐ 92.3 W/ 4 HOLE SPADE CONNECTORS.

ACCESSORIES

1. BUSHINGS - 15 KV INTERNALLY-CLAMPED PORCELAIN. CREEPAGE DISTANCE 18.38", W/ 1.125"-12 UNF-2A TERMINAL.
2. SERIES ARRESTER, 3 KV MOV-TYPE, POLYMER.
3. CONTROL ENCLOSURE, LOCKABLE.
4. TAP CHANGER POSITION INDICATOR, W/ DRAGHANDS AND REGULATION RANGE LIMIT SWITCHES.
5. DISCONNECT TYPE CONTROL CABLE WITH CURRENT TRANSFORMER SHORTING DEVICE.
6. 5.5" DIAMETER SERVICE HANDHOLE.
7. GROUND PADS, STAINLESS STEEL (2), W/ (2) .50"-13 UNC TAPPED HOLES .75" DEEP, CONTROL CABINET, (1) GRD PAD W/ .50"-13 UNC TAPPED HOLE.
8. DRAIN VALVE, BRASS, 1.0" NPT, W/ OIL SAMPLING DEVICE.
9. ARRESTER MOUNTING PROVISIONS, (3) .50"-13 UNC TAPPED HOLES .43" DEEP, LOCATED AT EACH BUSHING. SEE DETAIL 'B'.
10. LIFTING LUGS, (2), W/ SHIPPING TIEDOWN PROVISIONS.
11. UNTANKING LIFTING EYES, (2).
12. AUTOMATIC PRESSURE RELIEF VALVE, 5 PSI, W/ SHIELD & PULL RING.
13. OIL LEVEL SIGHT GAUGE, BRASS, W/ BALL FLOAT.
14. NAMEPLATES, (2).
15. SUBSTATION BASE. SEE DETAIL 'C'.
16. UPPER FILTER PRESS CONNECTION, 1.0" NPT.
17. CABLE SUPPORT (WHEN APPLICABLE), .50"-13 UNC TAPPED HOLE .43" DEEP.
18. PLATE-TYPE COOLING RADIATORS.
19. THERMOMETER PROVISION.

4242600B1104
REVISIONS

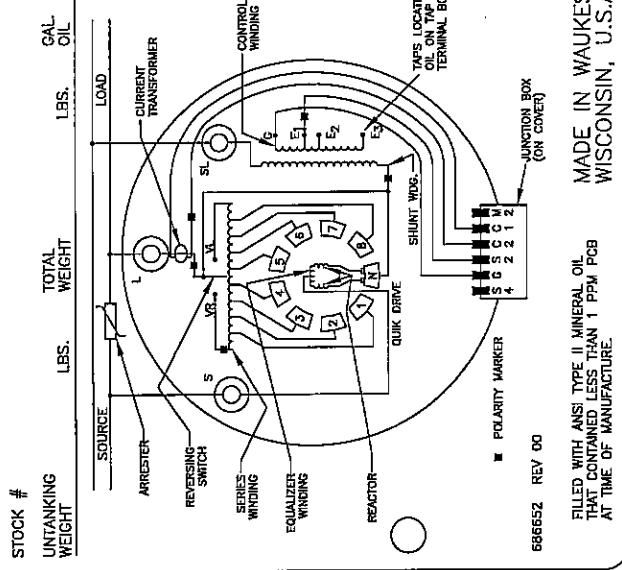
MATERIAL		COOPER Power Systems	
ALL DIMENSIONS ARE IN INCHES TOLERANCES UNLESS OTHERWISE SPECIFIED		TITLE: OUTLINE DRAWING	
ONE PLACE DECIMAL ± .1		SUN: VR-32 REGULATOR	
TWO PLACE DECIMAL ± .06		7620 VOLT 416 KVA	
THREE PLACE DECIMAL ± .030		SHEET 4 OF 11 NTS	
* CRITICAL DIMENSION ANGULAR ± 2°		REV: 00	
CONFIDENTIAL MUST NOT BE USED IN ANY WAY DETRIMENTAL TO COOPER POWER SYSTEMS		4242600B1104	

COOPER Power Systems

SINGLE PHASE STEP VOLTAGE REGULATOR VR-32 55/65°C RISE
KVA 416.3/466 LOAD AMPS 548/614
RATED VOLTS 7620/13200Y
CAT. NO.
MAN. CP SER.

CLASS ONAN
60 HZ
RANGE OF REGULATION $\pm 10\%$ 32- $\frac{5}{8}\%$ STEPS
MFG. DATE
WDG. SHUNT AL SERIES AL
MAT.
KV 95 C.T. RATIO 600:0.2
BIL

TAP CHANGER: QDB



TAP IN USE	LOAD VOLTS	MOD. TAP	CONTROL INTERNAL P.T. RATIO	R.C.T. TAP (CONTROL)	TEST TERMINAL VOLTAGE	OVERALL POT. RATIO
0	8000	E1	60:1	133	120.5	66.5:1
1	7970	E1	60:1	133	120	66.5:1
2	7920	E1	60:1	127	120	63.5:1
3	7200	E1	60:1	120	120	60:1
4	6930	E1	60:1	115	120.5	57.5:1
5	4800	E2	40:1	120	120	40:1
6	4180	E2	40:1	104	120	34.7:1
7	2400	E3	20:1	120	120	20:1

WARNING:
DO NOT BYPASS UNLESS ON NEUTRAL POSITION AND CONTROL SWITCH IS OFF. FAILURE TO DO SO MAY CAUSE DAMAGE TO REGULATOR, RESULTING IN PERSONAL INJURY OR PROPERTY DAMAGE. REFER TO INSTRUCTIONS 5223-11-1 AND 5223-10-30.

LIMIT SWITCH SETTINGS ON POSITION INDICATOR			
REGULATION LIMITED TO \pm	5%	6 1/2%	7 1/2%
% RATED	122 1/2	122	120
55°C LOAD AMPS	122	122	110
55°C LOAD AMPS	122	122	110
*MAXIMUM CONTINUOUS CURRENT RATING 668 AMPS			

MADE IN WAUKESHA WISCONSIN, U.S.A.

FILLED WITH ANSI TYPE II MINERAL OIL THAT CONTAINED LESS THAN 1 PPM PCB AT TIME OF MANUFACTURE.

686652 REV 00

MASTER = RC146
SCHEM = VRC0813A
VCHART = V1AP08C
VCHART = 1AMP167

COOPER Power Systems

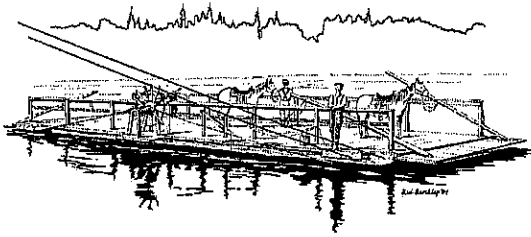
TITLE: NAMEPLATE

SHEET & SCALE: 1 of 1 1.5-1.00

DATE: 12/22/09

REF: B686652

B686652



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 1 November 2012
To: City Council
From: Stephen Boorman, City Administrator
Subject: Open Covered Storage Addition.

This memo is to recommend that the City Council authorize the construction of an additional 1,440 square feet of additional open covered storage for material storage. This would consist of constructing a lean-to on the back of the Electric Shop and the Diesel Plant Building. This storage would have gravel floors but constructed so concrete floors could be installed in the future. This would allow us to store a significant amount of our materials out of the weather.

Our proposal would be to hire Bruce Dally as a temporary worker to do this construction. He has estimated the materials to be less than \$12,000 and we estimate the labor to be less than \$8,000. Therefore, the entire project is estimated to be less than \$20,000, \$14 per square foot.

STB

Dear Mayor and City Council:

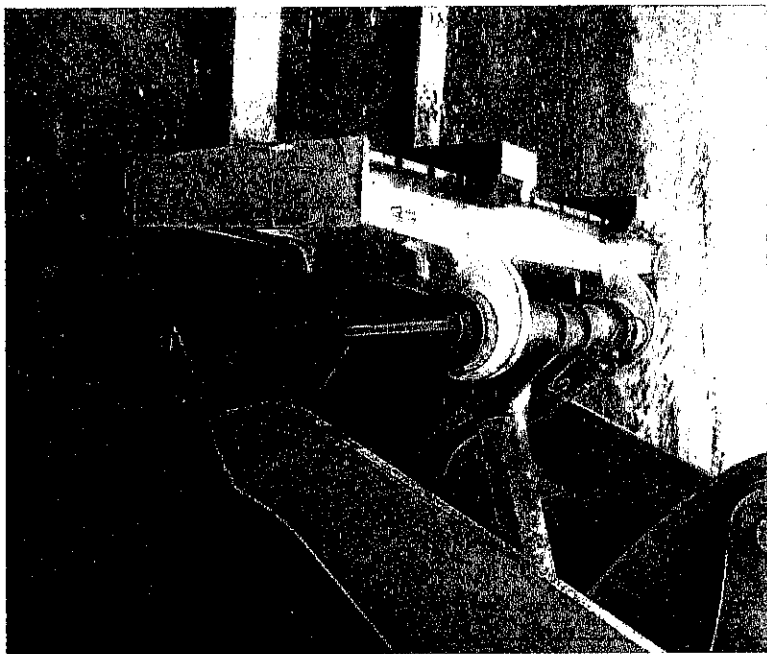
When I went to Boise to the ITD Auction, I purchased a 1995 front end loader. It is a size smaller than the loaders we currently have but I think it will work great for a plowing unit.

I plan to take the spare plow, that the council approved for us to buy parts for, and mount it on this newly purchased loader.

What I would like to propose is purchasing a quick attach coupler for this loader so that this plow and all my plows will be interchangeable for all our current loaders. The lead time on this coupler is 5 to 6 weeks from order date to delivery so that is why I am asking to purchase at this time. Please find the quote for this quick coupler attached to this letter.

Thanks for your consideration.

John Youngwirth
City of Bonners Ferry
Street Superintendant





AIC City Officials' Day at the Capitol and Legislative Luncheon

Thursday, January 31, 2013
Boise Centre

RSVP online at www.idahocities.org/codc or
complete the form below.

Please print or type. Complete one registration form
for each person attending this City Officials' Day at
the Capitol. Once completed, fax to (208) 344-8677 or
mail to the Association of Idaho Cities, Attn: GayDawn
Oyler, 3100 S. Vista Ave., Ste. 310, Boise, ID 83705.

To register **MULTIPLE** delegates please visit our
website at www.idahocities.org/codc.

Registration fee: \$25.00 (includes lunch)

Name _____

Title _____

Organization _____

E-mail address _____

Payment Information:

☐ Check in the mail ☐ Please Invoice

☐ Check Enclosed (Payable to AIC)

☐ Visa V-code (last three digits on back of
card): _____ ☐ Mastercard _____

Card Number _____

Expiration Date _____

Billing Address (include zip) _____

Signature of Card Holder _____

Extend a Personal Invitation to Your Legislators
(Legislator's lunch is complimentary)

I have contacted the following legislators and they will
be attending the Legislative Lunch:

Name(s) of legislator(s) _____

I have contacted the following legislators and they are unable
to attend the Legislative Lunch:

Name(s) of legislator(s) _____

Special Requests: _____

**We must have your registration by
Wednesday, January 23, 2013
for an accurate lunch count!**



Memorandum

TO: Mr. Stephen Boorman, P.E. City Administrator
FROM: Necia Maiani, P.E.
PRJ. #: 15856
SUBJECT: Bonners Ferry Water System Improvements
DATE: October 31, 2012
CC: Kris Larson and Water Department

Following is a status of work completed in October.

Deep Creek

The final tie ins were scheduled to take place on 10/25. However, in preparing for the tie in, the Contractor installed a 16 inch butterfly valve on one end of the new HDPE waterline. It was quickly determined that the valve would not fully open due to the thickness of the HDPE. Thus, the Contractor was directed to order and install two spacers (one for each valve) between the HDPE and valve. The spacers were installed 9/28 and the tie ins were completed on 10/1 and 10/2.

The Contractor has requested payment only for the material cost of the spacers which were not included in his bid price. Thus, we have drafted for the Council's approval, Change Order 1, in the amount of \$1,889.07. (It should be noted that Change Order 1 also includes a contingency plan for the boring in order to mitigate the potential release of drilling fluid. This plan was requested by USDA due to the work window. The Contractor agreed to the plan in writing before work began. Inclusion of this plan by Change Order is a contract formality at this point.)

The final tie ins for the bore were completed and substantial completion was granted on 10/2. This new section of waterline has been in use since that time. A final walk through was held with City staff, S and L Underground, Welch Comer and USDA on 10/11. The original contract price was \$174,840. Based on the proposed change order and final quantities, the final contract amount will be \$179,729.07. This is a net change of 2.7% (\$4,889.07). (The additional quantity was relative to extension of the bore. The bore was extended a total of 40 feet to ensure that a minimum depth of 8 feet below the river bottom would be achieved to better prevent a "frac out" or release of drilling fluid and ensure final installation below the estimated scour zone.

We are working to close out the contract. The following documents have been submitted for the City's review and approval at the November 6 meeting:

- Change Order No. 1, as described above in the amount of \$1,889.07
- Pay Request No. 2, in the amount of \$38,749.62 (reflects payment for Change Order 1, if approved)
- Certificate of Substantial Completion for Council Approval and Signature
- USDA Control Sheet No. 3 with Invoices for Council Approval and Signature

US95 Waterline Improvement Project

We have reviewed the easement documents provided by the City and have identified three existing 20 foot easements that will be utilized for installation of the new waterline. There are five parcels for which easements are needed (we have given Stephen the deeds and he will obtain the needed easements). A preliminary alignment for the new waterline has been set. We walked this alignment with Doug Ladley and Alan Branson and are currently incorporating their comments into the plans. We anticipate having a draft set of plans for the City to review within the next month. The following is the anticipated schedule:

- Submit Environmental Report to USDA - 10/9/12
- Submittal to City, DEQ and USDA - 11/30/12
- Agency Approval - 1/25/13
- Advertise for Bid - 2/14/13 and 2/21/13
- Bid Opening - 3/14/13
- Start Construction - 4/8/13

Remaining USDA Grant Funds

Based on the final contract amount for Deep Creek, and the anticipated \$50,000 reimbursement to the electrical fund, it appears there will be approximately \$218,800 in remaining USDA grant funds to apply to the US 95 waterline project. Based on the preliminary estimate for construction cost, and an estimated savings in RPR time of \$7,000 (based on a reduction in total lineal footage), it appears that there will be a budget shortfall of approximately \$ 36 ,800 (excluding the Add Alternate described below).

As the plans are completed, we will fine-tune this estimate and be able to provide a more detailed analysis of remaining budget. It is worth noting that the actual construction cost may vary depending on the number of service bores (pending the condition/material encountered) that need to be completed across the highway. Additionally, an Add Alternate will be included in the bid package that will include boring a fire hydrant line across the Highway to the entrance of the Sunrise Court Trailer Park. This will provide the ability to directly access fire flow on either side of the Highway without having to close it down in the event of a fire. The preliminary estimated construction cost for the Add Alternate is \$30,000.

Money

Subscribe

Mobile

Google USA TODAY stories, photos and more

Join USA TODAY
Sign in | Become a member

Home

News

Travel

Money

Sports

Life

Tech

Weather

Money: Markets | Economy | Personal Finance | Stocks | Mutual Funds | ETFs | Cars | Real Estate | Small Business



PRESCRIPTION FOR USE
USE REGULARLY TO
FIGHT ARTHRITIS PAIN.

RX: 725013



■ GET A QUOTE:



DJI 13,107.21 ▲+3.53

NASDAQ 2,987.95 ▲+1.83

S&P 500 1,411.94 ▼-1.03

as of 04:05 PM

Water costs getting more expensive

A USA TODAY survey of 100 municipalities found residential water bills in at least one in four places have doubled in the past 12 years:

0 -- 37%

38% -- 70%

71% -- 89%

90% -- 129%

130% -- 233%

Comparing utility costs

Sources: Black & Veatch, Raftelis Financial Consultants and USA TODAY research of municipal water data; Energy Information Administration, Bureau of Labor Statistics, and USA TODAY research

By Kevin A. Kepple, Denny Gainer, Joan Murphy, Doug Carroll, Kevin McCoy, Oliver St. John and Tom McGarrity, USA TODAY

You must rotate your device to view this presentation.

USA TODAY analysis: Nation's water costs rushing higher

By Kevin McCoy, USA TODAY

Updated 9/27/2012 10:27 PM

Recommend

186

134



Reprints & Permissions

While most Americans worry about gas and heating oil prices, water rates have surged in the past dozen years, according to a USA TODAY study of 100 municipalities. Prices at least doubled in more than a quarter of the locations and even tripled in a few.

Consumers could easily overlook the steady drip, drip, drip of water rate hikes, yet the cost of this necessity of life has outpaced the percentage increases of some of these other utilities, carving a larger slice of household budgets in the process.

"I don't know how they expect people to keep paying more for water with the cost of gas and day care and everything else going up," complains Jacquelyn Moncrief, 60, a Philadelphia homeowner who says the price hikes would force her to make food-or-water decisions. She gathered signatures on a petition opposing a proposed water rate increase in her city this year.

Robert Deutsch, USA TODAY

Fairmount Dam on the Schuylkill River in Philadelphia. The river is the source of much of the city's drinking water.

Sponsored Links

Safe Drivers Pay Less

No DUIs? You could be eligible for auto insurance discounts.
insurance.lendingtree.com

Black Friday iPads: \$30.93

Get 32GB Apple iPads for \$30.93. Limit One Per Customer. Grab Yours Now!
www.Quibids.com

Apply for the Black Card™

Enjoy Unlimited Airport Lounge Visits For You and Your Guests.
www.blackcard.com

Buy a link here

VIDEO: Water bills rising quickly in the USA

USA TODAY's study of residential water rates over the past 12 years for large and small water agencies nationwide found that monthly costs doubled for more in 29 localities. The unique look at costs for a diverse mix of water suppliers representing every state and Washington, D.C. found that a resource long taken for granted will continue to become more costly for millions of Americans. Indeed, rates haven't crested yet because huge costs to upgrade or repair pipes, reservoirs and treatment plants loom nationwide.

Videos you may be interested in



Satellite footage shows Hurricane Sandy's path



Microsoft releases ads for new tablet, the 'Surface'



Boost Testosterone Le...
nugenix.com

by Taboola
More videos

newsmax.com

Will This Video Cost Obama the Election?

[Watch Now](#)

Most Popular

Stories

■ HF Test

■ GPS navi on windshield illegal in many...

■ Police end 'free sex after nine car washes'

Videos

■ Ed Baig reviews Kindle Paperwhite

■ 'Pregnant man' struggles through nasty divorce

■ Tennis Channel Court Report 9-30-2012

Photos

■ Starbucks: A photo timeline

■ Fawty Towers nude resort

■ McDonald's renovated

Most Popular E-mail Newsletter

Sign up to get:

In three municipalities — Atlanta, San Francisco and Wilmington, Del. — water costs tripled or more. Monthly costs topped \$50 for consumers in Atlanta, Seattle and San Diego who used 1,000 cubic feet of water, a typical residential consumption level in many areas. Officials in the three municipalities and elsewhere, however, say actual consumption is often lower. But conservation efforts counter-intuitively may raise water rates in some localities.

The trend toward higher bills is being driven by:

- The cost of paying off the debt on bonds municipalities issue to fund expensive repairs or upgrades on aging water systems.

- Increases in the cost of electricity, chemicals and fuel used to supply and treat water.

About this report

How project was done

To document the rising cost of drinking water, USA TODAY started by obtaining periodic municipal water-cost surveys conducted since 2000 or 2001 by Black & Veatch and Raftelis Financial Consultants, private firms that advise water agencies on financial issues. USA TODAY verified those companies' data with each municipality and also gathered 2012 costs from the localities. Reporters then independently collected the same information from dozens of other municipalities to cover 100 in all, spanning all 50 states and Washington, D.C.

More about the data

Local water costs vary widely because of geography, climate, population, a water company's borrowing costs and other factors. That makes it virtually impossible to compare one city's water costs to another's. For its survey, USA TODAY defined a typical household as one using roughly 7,500 gallons (1,000 cubic feet) a month and having a meter size of about 5/8 inch, or the closest equivalent. Actual average consumption may vary. Weighted averages were used for locations where rates change seasonally. The percentage change in rates shown is based on the change from 2000 or 2001, depending on the location.

- Compliance with federal government clean-water mandates.

- Rising pension and health care costs for water agency workers.

- Increased security safeguards for water systems since the 9/11 terror attacks.

Higher rates still ahead

The costs continue to rise even though residential water usage dropped sharply nationwide in the past three decades amid conservation efforts.

U.S. water systems will need as much as \$1 trillion in infrastructure improvements by 2035 to keep up with drinking water needs, according to a survey of industry experts released in June.

The bond debt needed to fund those projects' work will be passed on to consumers, including the many Americans struggling with the economic fallout of the great recession.

A virtually irreplaceable resource that Americans rely on for health and daily living "could potentially get more and more expensive," says John Chevrette, who heads the management consulting arm of Black & Veatch, the firm that conducted the industry survey.

He predicts rate increases of 5% to 15% every few years, saying the cost of water "could take a larger and more significant bite out of otherwise disposable income."

"You're talking about greater than inflationary costs," says Doug Scott, managing director for Fitch Ratings, which similarly projects 5% annual rate increases among the many water and sewer agencies his company tracks.

Some water agencies, including Philadelphia, have special water programs to help cut costs for those with low incomes. Even so, the economic forecasts frighten Moncrief, a single mother who bought her home in Philadelphia's Mount Airy neighborhood decades ago, and now lives there on a disability income.

The monthly cost of 1,000 cubic feet of water in her hometown has jumped 164%, to \$39.22, since 2001. Even when the costs were lower, Moncrief says at times she had to work out installment payments with the Philadelphia Water Department.

Testifying at a July hearing in an ongoing water rate increase proceeding, Ruth Bazemore said she and other Philadelphia senior citizens were astounded that the city's water commissioner proposed hikes that would "increase our bills by almost 30% in less than three years."

Top viewed stories, photo galleries and community posts of the day

Most popular right now:
HF Test



Sign up for USA TODAY E-mail newsletters

USATODAYMONEY on Twitter



Follow us on
Twitter

For the latest Money news, follow
USATODAYMONEY On Twitter.

MONEY

Community opposition prompted a tentative settlement that would save consumers at least \$80 per year from the ultimate cost of the city's original proposal, says Robert Ballenger, a Community Legal Services attorney who represents the public in the Philadelphia rate hike proceeding.

Bazemore, a representative of the Action Alliance of Senior Citizens of Greater Philadelphia, says even a lower increase "would be difficult for a lot of people to pay."

USA TODAY Digital Services

Mobile | E-Newsletters | RSS | Twitter | Podcasts | Widgets
e-Edition | USA TODAY for iPad | Kindle Edition
Subscribe to Home Delivery

Reprints & Permissions | USA TODAY Topics | Reporter
Index | Corrections/Clarifications | Contact Us | Archives

Efforts to compare water costs of any given area with another produce misleading or even false results, because of differences in population, geography, geology, bonding debt for infrastructure work and other variables. However, what most water agencies across the nation share is increasing costs that make higher bills all but inevitable.

In Baltimore, where water costs are up 140% since 2001, the public works agency in the last decade completed a \$65 million upgrade of the water system's Ashburton Filtration Plant.

After a series of major water main breaks in 2009, the city made plans to speed the pace of pipe cleaning, relining and rehabilitation work to 40 miles per year, a five-fold increase. The cost? About \$300 million over five years, says agency spokesman Kurt Kocher.

At the same time, Baltimore, like water systems nationwide, was forced to implement costly security upgrades at its facilities. "It's not the world of 1990. It's the post-9/11 security world we have to deal with," says Kocher.

'A race against time'

In San Francisco, the monthly cost of 1,000 cubic feet of water jumped nearly 211% since 2001 as the city's regional water system ended a seven-year rate freeze and began a massive, five-year infrastructure improvement program.

Harlan Kelly Jr., the system's assistant general manager for infrastructure, says the work was vital because the freeze had left little funding for expanding and strengthening the system that serves more than 30 cities and 2.6 million people in the Bay Area.

A 2002 city economic study warned that the Bay Area would suffer a \$30 billion economic hit if an earthquake severely disrupted the water network for two months. The California Division of Safety of Dams delivered an even more immediate warning in 2001, deeming the Calaveras Dam seismically unsafe. That forced the San Francisco Public Utilities Commission to drain the reservoir created by the dam to a third of its normal level, significantly reducing the system's water storage.

"I think everyone realized this work was needed," says Kelly. "It's a race against time. Here in California, it's not if, it's when" the next major earthquake will hit.

Consumers have little choice but to pay for infrastructure improvements and repairs to the nation's often aging water systems, says Scott, the Fitch Ratings executive.

If they don't, water mains and other parts of the systems "will break, and the breaks will be catastrophic. It would be the equivalent of somebody not replacing their water heater when it is leaking, and then having it fall from the attic and tear up their entire house."

Municipal water systems typically fund major repairs and other infrastructure work by issuing bonds that are repaid over time. The annual cost of paying off debt servicing those bonds is passed on to consumers in higher rates.

The financial impact is already being felt. Fitch Ratings showed water agencies' debt per customer rose from \$1,012 in 2006 to \$1,611 in 2011.

Diane Clausen, a Seattle Public Utilities official, says her agency has outpaced many other municipal water suppliers by working to place protective coverings over reservoirs, building a filtration plant on one major water source and installing an ultraviolet treatment facility on another major source.

"We've pretty much done our major capital projects," says Clausen. "The debt service on those are included in the rates that our customers pay, so the rates for us, we believe,

Visit our Partners: USA WEEKEND | Sports Weekly | Education
Space.com | Travel Tips

Contact us | Advertise | Pressroom | Jobs | FAQ | Reprints/Permissions
Privacy Notice/Your California Privacy Rights | Ad Choices | Terms of
Service | Site Index

© 2012 USA TODAY, a division of Gannett Co. Inc.

would tend to be higher than the rates for other utilities that aren't as far along in their infrastructure development."

Similarly, Atlanta officials say their rates — up 233% since 2001 for monthly usage of 1,000 cubic feet of water — partly result from \$1.3 billion in spending to upgrade the city's water supply system in compliance with federal clean water mandates.

Conserving, yet costs still rise

Unique geographic conditions and other circumstances can also raise costs. In Augusta, Maine, the monthly cost of 1,000 cubic feet of water has topped \$40 since 2000. That's partly because the city has a small base of approximately 5,800 mostly residential customers and lacks major industrial customers that would help share the cost, says Brian Tarbuck, general manager of the Greater Augusta Utility District.

"Coupled with our 10 storage tanks, deep frost conditions — pipes are literally 'six feet under' to avoid freezing — low (number of) customers per mile of pipe and lots of granite and hills, it gets expensive," says Tarbuck.

U.S. homeowners who reduce their water consumption in an effort to save money can cut their costs. But they may end up raising the rates they're charged. Why? Because water suppliers collect less income as consumption drops, but ongoing costs — such as bonding debt, salaries and chemicals — either increase or, at best, remain stable.

A 2010 report by the Water Research Foundation, a non-profit organization that studies drinking water issues, concluded that residential usage per customer dropped more than 380 gallons annually in the last 30 years, a changing era when conservation became more prevalent. Compounded over time, the report says the trend implies that a customer would have used 11,673 fewer gallons in 2008 than an identical customer in 1978, a 13.2% decline.

As a result, many water agencies have been forced to raise rates.

"When we explain that part of the reason you're paying more is because you're using less, that doesn't go over real well with a lot of people," says Joseph Clare, the Philadelphia Water Department's deputy commissioner for finance and administration.

The 2012 drought that continues to hold roughly half the nation in its grip has also had an impact on some water rates. In March, the Midland, Texas, City Council unanimously imposed a five-fold price increase on water customers who use more than 10,000 gallons per month, which surpasses consumption for a typical family.

In El Paso, the drought cut the city's ability to draw from the Rio Grande River, the source for about half the area's water. To help make up for the loss, El Paso Water Utilities for about 15 days in late May and early June ran its water desalination plant at its full 27.5 million gallons-per-day capacity, making brackish groundwater fit for drinking, said Christina Montoya, an agency spokeswoman.

"This is the first time that's ever happened," she said.

Although Scott and others expect increases in water costs around the nation to remain both regular and high, the good news is that the dollar costs are still relatively low in many municipalities.

"It's going to be a pretty good bargain for the foreseeable future," Scott says.

Try telling that to Americans hard pressed by the still sluggish economy, including low-income residents and senior citizens living on fixed incomes.

Something has to give

Philadelphia homeowner Moncrief, who delights in watering her garden into bloom, says she understands her city's water agency faces higher costs for water system projects. That includes the \$50 million construction of a 5-million-gallon storage tank to prevent storm sewers from overflowing into the Schuylkill River — source of about 42% of local drinking water.

But she says higher rates — even those under the tentative compromise in the Philadelphia water rate increase proceeding — would make it harder for her to pay "my medical costs ... co-pays for medication," upkeep of her home, even food.

"It's been quite stressful just trying to budget. How am I going to maintain all these things on a fixed income that's not going to increase?" said Moncrief, who adds that she's cut back on hot baths and takes shorter showers.

Responding to that type of consumer concern, some municipalities have tried to limit or delay rate increases. For instance, Antioch, Calif., officials in May opted to defer some capital spending and use the savings and other measures to delay previously announced plans for an 8% water rate increase.

Clare, Philadelphia's deputy water commissioner, notes that his agency held rates stable from 1993 until 2001. But, ultimately, costs had to go up to maintain crucial water supply and delivery systems, he says.

"It's going to be a hardship for me; I think it's going to be a hardship for a lot of people," says Moncrief. "But there's a greater sense of hope and possibility ... when you know the increase is not going to be as high" as originally proposed.

"I may not be able to eat meat five days a week, but maybe I can eat meat three days a week."

Contributing: Oliver St. John, Tom McGarrity

For more information about reprints & permissions, visit our FAQ's. To report corrections and clarifications, contact Standards Editor Brent Jones. For publication consideration in the newspaper, send comments to letters@usatoday.com. Include name, phone number, city and state for verification. To view our corrections, go to corrections.usatoday.com.

Posted 9/27/2012 9:39 PM | Updated 9/27/2012 10:27 PM

More from USATODAY

Census: Rich-poor gap widens [USATODAY.COM in Money](#)

Ask Matt: How to protect assets from nursing home costs [USATODAY.COM in Money](#)

Aug. consumer spending up 0.5%, driven by higher gas prices [USATODAY.COM in Money](#)

Stocks close down on last day of week, month, quarter [USATODAY.COM in Money](#)

DCS RF195AUUX1 19.5 Cu. Ft. French Door Stainless Steel Review ([Refrigerator Info](#))

More from the web

8 richest 2012 London Olympic athletes
[Barikrate.com](#)

'What's the Matter With White People?'
[AARP.org](#)

Listen to What Romney and Obama Have to Say to the Walmart Community
[Walmart Community Votes](#)

Celebrities Who Are Proud To Be Republican
[Zimbardo](#)

The 5 Golden Rules of Investing Success
[ADVFN](#)

[?]

USA TODAY is now using Facebook Comments on our stories and blog posts to provide an enhanced user experience. To post a comment, log into Facebook and then "Add" your comment. To report spam or abuse, click the "X" in the upper right corner of the comment box. To find out more, read the [FAQ and Conversation Guidelines](#).

63 comments



Add a comment...

Comment



Kani Davila

O

Reply • Like • September 27 at 10:05pm



Bartholomew Roberts • University of Tampa

Grim news for future generations. With consumption going down, it's nice to see government responsible for driving up the price.

Reply • 2 • Like • September 28 at 3:51am



SugarRay Schultz • Top Commenter

Yeah right, Bart. Let's buy water from the private sector since the public sector costs so much.
<sarcasm>

Reply • 3 • Like • September 28 at 4:55am



Tom Kane • Top Commenter • Springfield, Missouri

We can all ready by drinking water from the private sector. It costs 4Xs more than gasoline.