COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT BOARD OF TRUSTEES MEETING July 20, 1987

CALL TO ORDER: 5:30 p.m.

PRESIDING: LeRoy Craig

ATTENDING: Trustees: LeRoy Craig, Robert Blastock, and Dr. Thad Scholes

College Administration: Gerald R. Meyerhoeffer, President; Karl

L. Black, Secretary-Treasurer; Robert Alexander, CSI attorney; Annette Jenkins, Public Information

Officer; Dr. Bradley, Vocational Dean; Dr. Strawser, Academic Dean; Bob McManaman, Physical Plant Director; Dr. Edwards, Dean,

Research, Planning and Development.

Visitors: Times-News: Bart Jansen

KLIX: LaRae Jordan

John Rosholt

MINUTES OF JUNE 15, 1987, were approved as written on MOTION by Dr. Scholes.

Affirmative vote unanimous.

TREASURER'S REPORT FOR JUNE 1987 was accepted upon MOTION by Dr. Scholes.

Affirmative vote unanimous.

DISBURSEMENTS included vouchers #1 through #260 and #501 through #639 and #701 through #708 and #801 through #864 totaling \$593,937.04.

June payrolls were: Regular \$585,071.12 Work Study 16,637.35

work Study 10,657.55

A MOTION by Mr. Blastock approved the disbursements and transfer of funds and acknowledged the June payrolls. Affirmative vote unanimous.

GEOTHERMAL WATER: John Rosholt presented a tentative agreement to the board that had been reached with the other water users in the geothermal resource. A MOTION to authorize the board chairman to sign the agreement subject to a veto by any board member by noon on Tuesday, July 21, was made by Mr. Blastock. Affirmative vote unanimous.

CLASSROOM COMPUTERS: Bids were received to furnish to the college twenty classroom computers and four printers. The board accepted the low bid of IBM corporation \$24,628 on MOTION by Dr. Scholes. Affirmative vote unanimous.

Board of Trustees Meeting July 20, 1987 Page 2

PRESIDENT'S REPORT: President Meyerhoeffer reported on the following items:

- 1. In their June board meeting, the State Board of Education passed an "Articulation Policy" for all of the higher institutions of education in the state.
- A meeting was held with Ed Cisek and Gary Fay of the State Board of Education and the discussion centered around a budget request for a new building on campus. It would be the Southern Idaho Development Center. It would combine the CSI agriculture unit with the agriculture unit from the University of Idaho. It would include CSI's Small Business Center, the Region IV Development Association, the Continuing Education Department from CSI, ISU, Lewis-Clark, and possibly, the University of Idaho Faculty Development Program.
- 3. A bill that passed the last legislature to provide an early retirement provision for state employees was handed out to the board for their review and later discussion.
- 4. CSI will host the Mountain States Association of Community Colleges the first week of August. We expect 20 presidents from a five-state area.
- We've just signed a renewal with Marriott Corporation for an additional year of food service. The food service contract with Marriott for the past year has been very beneficial to the college.
- 6. There has been a movement to change the LPN program to two years and the Associate Degree nursing program to four years. There seems to be widespread support in the state of Idaho for keeping the system as it is presently.
- 7. A letter from Dr. James Bemis from the Northwest Accrediting Association was received reaffirming our accreditation for the next two years. The next review will be in 1989.
- 8. President Meyerhoeffer passed out a list of campus maintenance projects for the next year.

ADJOURNMENT was declared at $6:30~\mathrm{p.m.}$

Karl L. Black, Secretary-Treasurer

APPROVED: August 17/

COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT PUBLIC FUNDS REPORT FOR JUNE 1987

GENERAL FUND - Idaho First National Bank Beginning Balance, June 1, 1987		\$170,412
Funds Provided By:		\$170,412
Investments	\$300,000	
State Appropriations	210,001	
Tax Revenue	21,589	
Tuition and Fees	76,519	
Rental Income	1,700	
Interest Income	4,039	
Sales and Fees of Instructional Departments	19,987	
State Grants	82,829	
Federal Grants	86,241	
Private Grants	51,866	
Miscellaneous Revenue	2,975	¢057 746
Funds Provided		\$857 , 746
Funds Applied To:		
Receivables	\$ 4,879	
Payables	25,226	
Payroll Payroll	585,071	
Disbursements	<u> 292,737</u>	
Funds Applied		\$903,720
Total in Account, June 30, 1987		<u>\$124,438</u>

PUBLIC FUNDS REPORT June 30, 1987 Page 2

IMPREST FUND - Twin Falls Bank & Trust Beginning Balance Deposits Checks Issued Bank Balance at June 30, 1987	\$ 379.86 +\$ 3,648.15 - 3,792.45 \$ 235.56
PLANT FACILITIES RESERVE FUND - First Security Bank Beginning Balance Deposits Checks Issued Balance, exclusive of Invested Funds at June 30, 1987	\$ 47,295.82 +\$ 137.25 \$ 47,433.07
AREA IV-100A - Idaho First National Bank Beginning Balance Deposits Checks Issued Bank Balance at June 30, 1987	\$ 17,976.05 +\$111,274.00 - 77,920.80 \$ 51,329.25
EDPMTS FUND - Twin Falls Bank & Trust Beginning Balance Deposits: U.S. Treasury Pell Grant Repayment NDSL Repayment Institutional Contribution Checks Issued: Pell Grants NDSL EOG Special Grants CWSP	\$-20,161.26 +\$ 40,000.00 + 1,089.00 + 16.00 + 1,969.69 - 7,074.00 - 210.00 - 3,234.00 - 3,101.47 - 9,880.64
Fund Balance at June 30, 1987	\$ -586.68

PUBLIC FUNDS REPORT June 30, 1987 Page 3

INVESTED FUNDS

FUND		KIND	MATURITY	COST
General Fund		TCD	07-20-87	\$200,000
Plant Facilities Reserve	Fund	TCD	07-10-87	200,000
	TOTAL INVESTED	FUNDS AT JUNE 30	, 1987	\$400,000

COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT NON-PUBLIC FUNDS REPORT FOR JUNE 1987

CSI BOOKSTORE - Twin Falls Bank & Trust Beginning Balance Receipts from Sales Checks Issued Bank Balance at June 30, 1987 Cash on Hand (Used Book A.C., Reg. & Annex) Total in Account at June 30, 1987	+\$35,459.33 - <u>32,556.98</u>	\$106,111.93 \$109,014.28 400.00 \$109,414.28
STUDENT ASSOCIATION FUND - Twin Falls Bank & Trust Regular Account Beginning Balance Deposits Checks Issued Account Balance at June 30, 1987	+\$ 3,877.95 - 6,603.76	\$ 33,920.67 \$ 31,194.86
Special Events-Honors Program Beginning Balance Deposits Checks Issued Account Balance at June 30, 1987 Bank Balance (Student Ass'n) at June 30, 1987	+\$ 439.66 11,451.14	\$ 23,582.57 \$ 12,571.09 \$ 43,765.95
VARSITY ATHLETICS - Idaho First National Bank Beginning Balance Deposits Checks Issued Bank Balance at June 30, 1987 Cash on Hand (Bus. Off.) Total in Account at June 30, 1987	+\$42,561.36 - 40,626.19	\$ 13,089.13 \$ 15,024.30 500.00 \$ 15,524.30
DORMITORY HOUSING COMMISSION - First Interstate Bank Beginning Balance Deposits Checks Issued Bank Balance at June 30, 1987 Cash on Hand Total in Account at June 30, 1987	+\$ 9,895.68 - 51,203.76	\$107,579.37 \$ 66,271.29 150.00 \$ 66,421.29
CSI AGGIES - Idaho Bank & Trust Beginning Balance Deposits Checks Issued Bank Balance at June 30, 1987 Cash on Hand Total in Account at June 30, 1987	+\$ 55.35 - 3,349.11	\$ 14,682.31 \$ 11,388.55

COLLEGE OF SOUTHERN IDAHO JUNIOR COLLEGE DISTRICT

DATE June 1987

REGULAR PAYROLL SUMMARY

GROSS	\$ <u>585,071.12</u>
FEDERAL W/H	59,633.03
STATE W/H	19,109.92
FICA	41,481.27
FIXED DEDUCTIONS	66,823.57
NET PAYROLL	398,023.33

WORKSTUDY PAYROLL SUMMARY

GROSS	\$ <u>16,637.35</u>
FEDERAL W/H	477.19
STATE W/H	77.25
FIXED DEDUCTIONS FICA	
NET PAYROLL	14,893.34

AGREEMENT

This Agreement, made and entered into this of , 1987, by and among THE IDAHO DEPARTMENT OF WATER RESOURCES, an executive agency of the State of Idaho (hereinafter "IDWR"); COLLEGE OF SOUTHERN IDAHO, a junior college district (hereinafter "CSI"); PROFESSIONAL INVESTORS LIFE INSURANCE COMPANY, a corporation with principal offices in Tulsa, Oklahoma (hereinafter "Professional"); J.D. McCOLLUM and JEAN McCOLLUM, husband and wife, of Twin Falls County, Idaho "McCollum"); SCHOOL DISTRICT (hereinafter instrumentality of the State of Idaho (hereinafter "411"); MICHAEL KESTLER, an individual of Twin Falls County, Idaho (hereinafter "Kestler"); GARY STONE, an individual of Twin Falls County, Idaho (hereinafter "Stone"); FIRST CHURCH OF THE (hereinafter "Nazarene"); HYDROTUBE OF (hereinafter "Hydrotube"); ARNOLD ELSING and RONALD ELSING, individuals of Twin Falls County, Idaho (hereinafter "Elsing"); MAGIC GARDENS (hereinafter "M.G."); and the CITY OF TWIN FALLS, IDAHO (hereinafter "City");

Whereas, the Director of the Department of Water Resources will consider this Agreement as limiting for the purpose of implementing Idaho Code 42-1805(7) which authorizes the Director to suspend further development of existing water rights; and

Whereas, the parties hereto (except IDWR) are the holders of valid water permits and licenses issued by IDWR, or have filed applications which IDWR has not yet approved for the purpose of diverting and beneficially using hot water from a common hot water aquifer that underlies portions of Twin Falls and Jerome Counties in the vicinity of the City of Twin Falls, Idaho; and

Whereas, the parties hereto are desirous of entering into an agreement amongst themselves and IDWR setting forth their respective rights and obligations as to the hot water, for the purpose of resolving the interfaces between the parties, and securing the dismissal of the pending lawsuit; and

Whereas, the parties are concerned that the hot water be used for the heat resource and not as a substitute where cold water is adequate for a particular beneficial use and the parties are concerned about their rights to use the hot water in the future, and are agreeable to limit their rates of

diversion under their respective rights to facilitate this Agreement conditioned upon protective action of IDWR; and

Whereas, because there is inadequate data necessary to determine whether or not the average annual recharge (hereinafter "AAR") of the aquifer has been reached which would allow conversion of the present Groundwater Management Area designation to a Critical Groundwater Area; and because it will take at least five years of data to make such a determination, the Director of IDWR is willing to declare a five (5) year moratorium pursuant to I.C. §42-1805(7) and Rule 7 of the Water Appropriation Rules and Regulations of the State of Idaho, and applications for permit will not be approved during the moratorium; and

Whereas, all the parties to this Agreement are parties to Twin Falls County Civil Case No. 37298 and agree that this Agreement may be treated as their consent to a stipulation for dismissal without prejudice of Twin Falls County Civil Case No. 37298, and incorporated in the order of dismissal thereof;

Now, therefore, in consideration of the mutual covenants and agreements herein contained and the dismissal of Civil Case No. 37298, and other good and valuable consideration, the parties hereto agree as follows:

The parties hereto agree that the primary use of all water diverted from the common hot water aquifer will be for the heat resource and agree that no diversions will be made as a substitute for uses not requiring hot water, except as provided in this Agreement. Additional secondary uses of the water are permitted in accordance with the water right of each party. All water diverted shall be used efficiently only for purposes authorized by the licenses, permits and applications hereinafter set out, and the parties agree to construct, operate and maintain their wells in accordance with existing state criteria and will do those things necessary to prevent surface and subsurface waste or contamination as required by The parties hereto also agree to, and hereby grant Idaho law. IDWR permission to inspect the wells at anytime and collect data as determined necessary by IDWR, and will submit data concerning flows, pressures, temperature, and other information as requested by IDWR at least quarterly. Charges incurred by IDWR in the collection and evaluation of the data requested (not to exceed a total of \$1,000.00 per year without the consent of the parties) shall be billed by IDWR to the parties to this Agreement in proportion to their actual diversions in accordance with this Agreement, and such billings shall be due within 30 days of mailing by IDWR, and if unpaid, shall be considered a lien against water right without further perfection or notice.

- 2. Professional is the holder of License No. 36-7130 for the diversion of 6 cfs of hot water from a well located in the NW 1/4 of the NW 1/4 of Section 29, Township 9 South, Range 17 East Boise Meridian, Jerome County, Idaho. Professional agrees that hereafter, during the continuance of this Agreement, they will divert no more than 4.5 cfs of water pursuant to said license and that the primary use of said water shall be for beneficial uses which utilize the heat resource of the water. Professional also agrees that diversions under Application No. 36-8094 for non-consumptive use for power generation (if Application No. 36-8094 be issued) shall be an additional use of the same 4.5 cfs, so that during the continuance of this Agreement, Professional shall divert no more than a total of 4.5 cfs under license.
- 3. CSI is the owner of Permit Nos. 47-7478 and 47-7606. CSI has submitted proof on 1.21 cfs under Permit No. 47-7478. Permit No. 47-7606 was granted an extension until 1/1/1990 for 7.76 cfs. The total potential diversion under the two permits is 8.97 cfs. CSI agrees that it will limit its development to a total of 6 cfs under both permits in consideration of reaching this agreement, and that the primary use of said water shall be for beneficial uses which utilize the heat resource of the water.
- McCollum is the owner of Permit Nos. 47-7758 and 47-7813 providing for the development of up to 25 cfs of water from the common hot water aquifer. McCollum currently diverts 6.6 cfs and herein agrees to limit total diversions under both permits from the common hot water aquifer to 8.1 cfs. McCollum agrees that the primary use of all current and diversions shall be for beneficial uses which utilize the heat resource of the water in an efficient and reasonable manner, except for .5 cfs currently used for irrigation only, which use all parties agree may continue. If McCollum diverts more than 6.6 cfs from the common hot water aquifer, he agrees to reduce his use of hot water by the amount exceeding 6.6 cfs upon 90 days written notice if the other parties to this agreement can insure delivery in accordance with state law of high quality cold water in exchange therefor at no additional cost to McCollum.
- 5. 411 is the holder of Permit No. 47-7964 providing for the development of 1.11 cfs and has presently developed

- .5 cfs for heating purposes. In consideration for this Agreement, 411 agrees that their diversions from the common hot water aquifer shall be limited to .75 cfs for beneficial uses which utilize the heat resource of the water.
- 6. Kestler is the holder of Permit No. 47-7492 providing for the development of .31 cfs. In consideration for this Agreement, Kestler agrees that his diversions from the common hot water aquifer shall be limited to .31 cfs for beneficial uses which utilize the heat resource of the water.
- 7. Stone is the holder of Permit No. 47-7714 providing for the development of 2 cfs. In consideration for this Agreement, Stone agrees that his diversions from the common hot water aquifer shall be limited to .5 cfs for beneficial uses which utilize the heat resource of the water.
- 8. Nazarene is the holder of Permit No. 47-7745 providing for the development of .70 cfs. In consideration for this Agreement, Nazarene agrees that its diversions from the common hot water aquifer shall be limited to .70 cfs for beneficial uses which utilize the heat resource of the water.
- 9. Hydrotube is the holder of Application No. 47-7872 providing for the development of .20 cfs. In consideration for this Agreement, Hydrotube agrees that its diversions from the common hot water aquifer shall be limited to .10 cfs for beneficial uses which utilize the heat resource of the water.
- 10. Elsing is the holder of Permit No. 47-7875 providing for the development of .30 cfs. In consideration for this Agreement, Elsing agrees that his diversions from the common hot water aquifer shall be limited to .15 cfs for beneficial uses which utilize the heat resource of the water.
- 11. M.G. is the holder of Application No. 47-7966 providing for the development of 1 cfs. In consideration for this Agreement, M.G. agrees that its diversions from the common hot water aquifer shall be limited to .5 cfs for beneficial uses which utilize the heat resource of the water.
- providing for the development of 1.92 cfs. While this Agreement is in no way intended to bind IDWR as to the status of the permit, City agrees that if its permit is not cancelled and remains in good standing, its diversions from the common hot water aquifer shall be limited to .95 cfs for beneficial uses which utilize the heat resource of the water.
- 13. Sun Ventures, LTD. is the holder of Application No. 36-8137 providing for the development of 48 cfs. The

parties hereto (except IDWR and Professional) acknowledge that Sun Ventures, LTD. is not a party hereto but agree to protest said application because the water would not be used for the heat resource and development of a filing of 48 cfs would decimate the common hot water resource.

The Director of IDWR agrees to issue an order declaring a moratorium of five years for processing new applications for permit to develop water from the common hot water aquifer in Twin Falls and Jerome Counties, Idaho, except the applications as herein provided in paragraphs 9 and 11. A copy of said order is attached hereto as Exhibit A, and made a part hereof as if set out at length herein. Said order also limits development by present permit holders who are parties to Civil Case No. 37298 and this Agreement (hereinafter "Stage One" development), to the amounts herein stated in paragraphs 2 through 12 above. The order also provides that parties to Civil Suit No. 37298 who will not execute this limitation Agreement shall be subject to the moratorium. The parties hereto agree that each shall be responsible for compliance with state law and the rules of IDWR prior to effecting a "Stage One" diversion pursuant to the rights listed in paragraphs 2 through 12 hereof. Statutory and permit requirements will be complied with relative to commencing construction submission of proof of beneficial use for any development or diversion beyond that which presently exists to the maximum extent as provided for in paragraphs 2 through 12 of this The pendency of the lawsuit to be dismissed Agreement. pursuant hereto shall be considered as an adequate reason for granting equivalent extensions of time for development of the reduced amounts of water as set out in Paragraphs 2 through 12 IDWR also agrees to suspend the commencement of construction and proof of beneficial use requirements of any valid application or permit described in paragraphs 3 through 12 relative to the diversion and development increment herein agreed not to be developed and used (hereinafter "Stage Two" development). If at the end of five years, data indicates that exceeds annual withdrawals (provided that the parties hereto reserve the right to contest such AAR determination administratively or judicially), IDWR agrees to allow "Stage Two" to begin and to allow development by the parties hereto to the extent of the excess water available over AAR, on the basis of an equal priority date which shall be the date of this Agreement, but junior to "Stage One" development. "Stage Two" development shall be on the basis of a proportionate ratio unless the parties hereto or their successors and assigns shall otherwise unanimously agree to a different method for allocation of the available water, e.g. assume Hydrotube (Paragraph 9) has developed .10 cfs under "Stage One" and wishes to develop the remaining .10 cfs under their Permit No. 47-7872, and Stone (Paragraph 7) has developed .5 cfs under "Stage One" and wishes to develop the remaining 1.5 cfs under

Permit No. 47-7714, and and that no other parties to the Agreement wish to develop further and AAR exceeds withdrawals by 1 cfs at the end of the moratorium period and reasonable pumping levels are not a factor, development on the basis of a proportionate ratio with the priority date of this Agreement would mean Hydrotube could develop .0667 (0.1 cfs/1.5 cfs = 6.67% x 1 cfs = 0.667 cfs) and Stone would develop .9333 cfs under "Stage Two" and no applications filed after the date of this Agreement would develop. If AAR exceeded "Stage One" developments by 2.0 cfs, under the same example, .4 cfs would be available to applicants who file after the date of this Agreement; provided further that such rights entitled to participate in "Stage Two" development be then in good standing.

- 15. In the event that a court of competent jurisdiction abrogates the Director's order (Exhibit A) within the period of the moratorium or any extension thereof, this Agreement shall also terminate, unless the parties shall then specifically agree to an extension hereof.
- The parties agree that the primary purpose of this Agreement is to protect the diversion rights of the parties hereto to the extent set out in paragraphs 2 - 12 and agree that it is not the purpose of this Agreement to protect the pressure of the water except as otherwise provided by state If at any time within the five years of the pendency of the order, or at the end of the five years of the order, IDWR evaluation of flow records indicate diversions exceed AAR, the parties hereto agree to reduce their diversions so that AAR is not thereafter exceeded (such reductions under the priority system of first in time is first in right so that the junior right holder shall be totally cut back before the second junior right holder is cut below the rate herein agreed to; the second junior right holder is totally cut back before the third junior right holder is cut below the rate herein agreed to, etc.) unless the parties hereto shall then otherwise unanimously agree (provided that the parties hereto reserve the right to determination administratively AAR contest such judicially). If at the end of the five year period of the order, the flow records indicate diversions exceed AAR of the hot water aquifer, the parties will petition IDWR for a Groundwater Area designation and Will Critical diversions to the level of AAR on the basis of the priority system.
- 17. If IDWR does not or cannot make a determination of AAR at the end of five years based on the data, but flow pressures have not increased from their present level, the parties will seek a continuance of the moratorium.

- 18. Paragraphs 2 through 12 parties hereto agree that requests for extension of time extending the time for forfeiture for non-use filed pursuant to I.C. 42-222(2) shall not be protested during the term of this Agreement. Wells will be capped during times of non-use.
- 19. Any parties hereto may transfer their real property together with all water rights appurtenant thereto. However, if a party wishes to sell water rights which are subject of this Agreement but retain the real property, the other parties hereto shall have an option of first refusal to purchase any said water rights of any of the parties to this Agreement who may elect to sell. If two or more of the other parties elect to buy, and cannot otherwise agree on a proper allocation, they shall be entitled to purchase said water right being offered pro rata based on their then rights to divert from the aquifer in the amounts which are herein agreed. Any transfers proposed pursuant to this paragraph shall be subject to all applicable state laws.
- 20. The parties hereto agree that the amounts of the diversions as set out in paragraphs 2 through 12 are reasonable and each agrees not to protest, seek abandonment or forfeiture, or otherwise contest the amount of the agreed diversions of the other parties hereto during the term of this moratorium or any extension thereof, so long as the water is beneficially applied to use.
- 21. The parties hereto agree to support the efforts of IDWR to obtain funding from the Idaho Legislature so as to perform adequate and continuing hydrogeologic studies for the common hot water aquifer which is the subject of this Agreement.
- 22. The parties agree to the installation of measuring devices approved by IDWR which will provide an instantaneous readout and totalizing head so that the systems can be readily monitored and integrated volumetric measurements of pump out obtained over the period of the order.
- 23. The parties hereto agree that nothing herein contained shall prevent any party from seeking relief by injunction or otherwise, or an order requiring modification or closing of any well found to be in violation of the provisions of Idaho Code §§ 42-237a and 42-1601 et seq.
- 24. The parties hereto (except IDWR) herein consent to changes in the point of diversion and place of use of the City's right under Permit No. 47-7969 to utilize 4ll's facilities in common as set out in paragraph 5 hereof, provided that the priority for the City's Permit No. 47-7969 shall remain unchanged and the City shall use 4ll's discharges diverted pursuant to 47-7964 to the extent possible for heat

for a swimming pool and associated facilities, but in no event shall the City's use of hot water under 47-7969 in excess of 411's discharges exceed .95 c/f/s for the duration of this Agreement. City agrees that the use of water under 47-7969 shall only be made at such times as the swimming pool and associated facilities utilizing the heat resource are open for use.

- 25. This Agreement may be executed in counterparts for convenience of the parties, but shall be binding as though all had executed the same document.
- 26. The parties hereto bind their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, This Agreement has been executed on the day and year first above written.

IDAHO DEPARTMENT OF WATER RESOURCES

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DATE: 7-16-87

TO: KARL BLACK

FROM: JERRY BECK

RE: CLASSROOM COMPUTERS BID

We received two bids for the 20 classroom computers and four printers by bid close 7-15-87 at 2 p.m.

IBM \$24,628 EAGLE COMPANY \$38,714.88

I recommend the IBM bid at \$24,628 with shipping date on or about August 7, 1987.