

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

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

College Administration: Gerald R. Meyerhoeffer, President; Karl

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

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 on MOTION by Dr. Scholes.

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

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

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.

all the state.

2. 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

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.

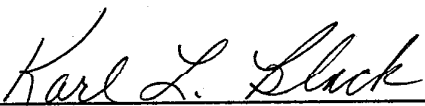
5. We've just signed a renewal with Marriott Corporation for an additional year of food service. The food service contract with

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.

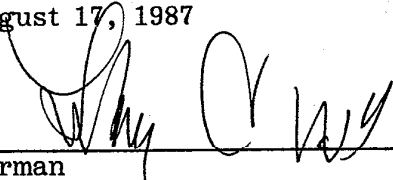
8. President Meyerhoeffer passed out a list of campus maintenance projects for the next year.

ADJOURNMENT was declared at 6:30 p.m.



Karl L. Black, Secretary-Treasurer

APPROVED: August 17, 1987



Chairman

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

GENERAL FUND - Idaho First National Bank

\$170,410

Investments

\$500,000

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

Funds Applied to:

Receivables	\$ 4,879
Payables	25,226
Payroll	585,071
Disbursements	292,737
Funds Applied	<u>\$903,720</u>

Total in Account, June 30, 1987

\$124,438

PUBLIC FUNDS REPORT
 June 30, 1987
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IMPREST FUND - Twin Falls Bank & Trust

Beginning Balance		\$ 379.86
Deposits	+\$ 3,648.15	
Checks Issued	- 3,792.45	
Bank Balance at June 30, 1987		<u>\$ 235.56</u>

PLANT FACILITIES RESERVE FUND - FIRST SECURITY BANK

Beginning Balance		\$ 47,295.82
Deposits	+\$ 137.25	
Checks Issued	- -0-	
Balance exclusive of Invested Funds at June 30, 1987		<u>\$ 47,433.07</u>

Beginning Balance		\$ 17,976.05
Deposits	+\$111,274.00	
Checks Issued	- 77,920.80	
Bank Balance at June 30, 1987		<u>\$ 51,329.25</u>

EDPMTS FUND - Twin Falls Bank & Trust

Beginning Balance		\$ 20,161.26
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NDSL repayment	+	10.00
Institutional Contribution	+	1,969.69
Checks Issued: Pell Grants	-	7,074.00
NDSL	-	210.00
EOG	-	3,234.00
		<u>2,109.69</u>

Fund Balance at June 30, 1987		<u>\$ -586.68</u>
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PUBLIC FUNDS REPORT
June 30, 1987
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INVESTED FUNDS

<u>FUND</u>	<u>KIND</u>	<u>MATURITY</u>	<u>COST</u>
Plant Facilities Reserve Fund	100	07-10-87	200,000
<u>TOTAL INVESTED FUNDS AT JUNE 30, 1987</u>			<u>\$400,000</u>

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

CSI BOOKSTORE - Twin Falls Bank & Trust

Beginning Balance		\$106,111.93
Receipts from Sales	+\$35,459.33	
Checks Issued	- 32,556.98	

STUDENT ASSOCIATION FUND - Twin Falls Bank & Trust

<u>Regular Account</u>		
Beginning Balance		\$ 33,920.67
Deposits	+\$ 3,877.95	
Checks Issued	- 6,603.76	

beginning balance		\$ 23,302.37
Deposits	+\$ 439.66	

Beginning Balance		\$ 13,089.13
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Bank Balance at June 30, 1987		\$ 15,024.30
Cash on Hand (Bus. Off.)		500.00
Total in Account at June 30, 1987		\$ 15,524.30

deposits	+\$ 9,093.00	
Checks Issued	- 51,203.76	
Bank Balance at June 30, 1987		\$ 66,271.29
Cash on Hand		150.00
Total in Account at June 30, 1987		\$ 66,421.29

CSI AGGIES - Idaho Bank & Trust

Bank Balance at June 30, 1987		\$ 11,388.55
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COLLEGE OF SOUTHERN IDAHO
JUNIOR COLLEGE DISTRICT

DATE June 1987

REGULAR PAYROLL SUMMARY

GROSS	\$ 595,071.12
FEDERAL W/H	59,855.05
STATE W/H	19,109.92
FICA	41,401.07
NET PAYROLL	<u>398,023.33</u>

WORKSTUDY PAYROLL SUMMARY

GROSS	\$ 16,637.35
FEDERAL W/H	477.19
STATE W/H	77.25
FIXED DEDUCTIONS	-0-
FICA	1,189.57
NET PAYROLL	<u>14,893.34</u>

AGREEMENT

This Agreement, made and entered into this _____ day

Instrumentality of the State of Idaho (hereinafter "IDWR"),
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
NAZARENE (hereinafter "Nazarene"); HYDROTUBE OF IDAHO
(hereinafter "Hydrotube"); ARNOLD ELSING and RONALD ELSING,
individuals of Twin Falls County, Idaho (hereinafter "Elsing");

Whereas, the Director of the Department of Water
Resources will consider this Agreement as limiting for the
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
common hot water aquifer that underlies portions of Twin Falls

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

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

Whereas, because there is inadequate data necessary to determine whether or not the average annual recharge

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

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:

1. The parties hereto agree that the primary use of

as a substitute for uses not requiring 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,

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

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

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.

4. 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 future 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

cold water in exchange therefor as he shall determine with McCollum.

5. 411 is the holder of Permit No. 47-7964 providing for the development of 1.11 cfs and has presently developed

which utilize the heat resource of the water.

6. Kestler is the holder of Permit No. 47-7492 providing for the development of .51 cfs. In consideration for

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.

12. City is the holder of Permit No. 47-7969 providing for the development of 1.92 cfs. While this

and remains in good standing, its diversions from the common hot water aquifer shall be limited to .05 cfs for beneficial

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

... the 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

state law and the rules of IDWR prior to effecting a "Stage

complied with relative to commencing construction and

extent as provided for in paragraphs 2 through 12 of this Agreement. The pendency of the lawsuit to be dismissed 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 hereof. IDWR also agrees to suspend the commencement of construction and proof of beneficial use requirements of any valid application or permit described in paragraphs 2 through

development). If at the end of five years, data indicates that AAR 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 the 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

be available to applicants who file after the date of this Agreement; provided further that such rights entitled to ~~development~~ ~~be then increased~~ 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.

16. 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 law. 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

unless the parties hereto shall then otherwise unanimously agree (provided that the parties hereto reserve the right to contest such AAR determination administratively or 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 Critical Groundwater Area designation and will reduce 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 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 other parties hereto shall have an option of first refusal to

parties elect to buy, and cannot otherwise agree on a proper allocation thereof shall be entitled to purchase said water right from the aquifer in the amounts which are herein agreed. Any transfers proposed pursuant to this paragraph shall be subject

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 to use.

21. The parties hereto agree to support the efforts 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

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.

to changes in the point of diversion and place of use of the City's right under Permit No. 47-7969 to utilize 411'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 411'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

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

IDAHO DEPARTMENT OF WATER

By _____
DIRECTOR

COLLEGE OF SOUTHERN IDAHO

By _____
President, Board of Trustees

PROFESSIONAL INVESTORS LIFE
INSURANCE COMPANY

By _____
President

J. D. _____

DATE: 7-16-87

TO: KARL BLACK

FROM: JERRY BECK *B*

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.