

Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA

CITY COUNCIL MEETING

Bonners Ferry City Hall

7232 Main Street

267-3105

October 9, 2014

7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mountain Springs Church Special Use Permit Hearing

PUBLIC COMMENTS

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

GUESTS

John Tindall, Anna Moody, and Suzanne Scheidt from DEQ – Northside Water Tank
Nancy Mabile – Idaho Community Block Grant

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. Approval of September 16, 2014 Council Meeting Minutes and September 23, 2014 Special Council Meeting Minutes

OLD BUSINESS

5. City – Discuss Second Chance Animal Adoption Agency Rate Increase (attachment)
6. Fire – Authorize Mayor to Sign Fire Protection Contract with Kootenai Tribe of Idaho for Fiscal Year 2015 (attachment)
7. City – Second Reading of Ordinance Prohibiting Parking in Fire Lane (attachment)
8. City – Discuss Fallen Fire Fighters Memorial Commemoration
9. City – Discuss Computer/IT Contract for Fiscal Year 2015 (attachment)

NEW BUSINESS

10. Water – Authorize Mayor to Sign Professional Services Contract with Nancy Mabile for Income Survey (attachment)
11. Water – Authorize Mayor to Sign Contract with B.F. Builders for Northside Tank Repair (attachment)
12. Water/Sewer/Electric – Authorization to Hire Water/Sewer Superintendent and Lineman (attachment)
13. Planning and Zoning – Consider Special Use Permit for Mountain Springs Church for 6745 Denver Street (attachment)

14. Planning and Zoning – Consider City Code Amendments to Title 2, Chapter 1 (attachment)
15. Planning and Zoning – First Reading of Ordinance Amending Title 2, Chapter 1 (attachment)
16. City – Approve Homecoming Parade Permit for October 17, 2014 and Discuss Homecoming Events (attachment)
17. City – Approve Catering Permit for Jill and Dan Nystrom DBA Rusty Moose Tavern for the Music Festival on October 11, 2014 (attachment)
18. Electric – Authorize Mayor to Sign Contract with Asplundh for Tree Trimming (attachment)
19. Sewer – Approve Purchase of Sewer Camera (attachment)
20. Police – Approval to bring on Terry Brady as Level Three Reserve Police Officer Status
21. City – Discuss Scrap Metal Proceeds being used for Christmas Decorations (attachment)
22. City – Discuss ICRMP Region 1 Board of Trustees Nomination (attachment)
23. Electric/Water – Discuss City Yard Paving (attachment)
24. Water/Sewer – Discuss Rates (attachment)
25. Water – Discuss Water Leak and Possible Credit (attachment)

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

Consider hiring a public officer, employee, staff member or individual agent.

- (a) 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.
- (b) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (c) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (d) 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.
- (e) 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.
- (f) 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

26. City – Request for Public Comment for HUD-CPD 2015-2019 Five Year Consolidated Plan (attachment)
27. City – Fall AIC District Meetings (attachment)
28. City – Tree Talk Fall 2014 (attachment)

NOTICE OF PUBLIC HEARING

Notice is hereby provided the City of Bonners Ferry City Council will hold a public hearing to consider a recommendation from the City of Bonners Ferry Planning and Zoning Commission for a special use permit request by Mountain Springs Church and Mike and Tammy Klaus for a church expansion (File #SUP01-14). The applicants have requested to expand the existing church to add adjoining property directly south in order to accommodate additional parking, office and gathering space. The site located at 6745 Denver Street, is zoned Residential A and currently contains a single family dwelling and out building on the premise.

A hearing, pursuant to I.C. 67-6509 and Bonners Ferry City Code has been set for **OCTOBER 9, 2014 AT 7:00 PM** before the City Council. All interested public is welcome and encouraged to attend or provide written response greater than 1-page six (6) days prior to the meeting. Written material less than 1-page may be read into the record the day of the hearing. Public wishing to speak at the public hearing may do so in compliance with Resolution 2014-06-01, a copy of which is located at City Hall.

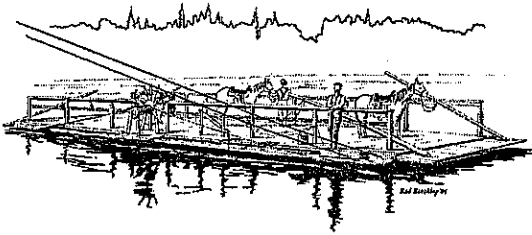
The deadline for submitting written comment and/or material is 5 p.m. October 2, 2014. Written comment can be mailed to City of Bonners Ferry, Planning and Zoning, P.O.Box 149, Bonners Ferry, ID 83805, or faxed to (208) 267-4375.

A complete file is available for viewing by the public at City Hall, located at 7232 Main, during regular business hours. Anyone requiring special accommodation due to disability should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

City of Bonners Ferry City Council

ATTEST: Christine McNair

PUBL: September 25, 2014



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 6 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: North Side Rectangular Tank.

Last Council meeting we committed two asking DEQ and Nancy Mabile if they could attend the next council meeting, fortunately they both agreed to be present. They will discuss the need and potential grant opportunities.

Further, we presented a funding option for a new Subject Tank. It was as follows:

Regarding financing of this tank we have the following proposal for the council to consider. The budget number (total project cost) for a 200,000 gallon tank is \$526,000 and for a 300,000 gallon tank is \$600,000. We currently have an interdepartmental loan for the District 1 Line and the Clarifier with an outstanding balance of \$309,051.48, and payments of \$109,259.09 at 3% with the final payment in 2017. If we were to effectively refinance this for \$900,000 for 8 years we would extend this loan for 5 years and maintain approximately the same payment amount. If we can get grants for part of the amount and if we can construct the tank for less than the estimate we can either shorten the loan or reduce the payment. Since this payment is currently built into our budget there would not be a near term rate impact.

While this does not present a short term rate impact it does have a long term rate impact. We have about 1,600 accounts and factoring in the increase usage of some commercials this is about 1,800 equivalent dwelling units (EDU) for water and sewer. Assuming a \$600,000 expense this is about \$333 per EDU, not counting interest. If this is paid for over 5 years that is \$5.55 per month per EDU. Said another way, in 2018 through 2022 the tank would have \$5.55 rate impact.

SJB



SECOND CHANCE ANIMAL ADOPTION, INC

P.O. Box 1925 Bonners Ferry, ID. 83805 (208)267-2815

Bid for City contract Fee increase for shelter operations.

Second Chance Animal Adoption, Inc. (SCAA) has held the contract with the City of Bonners Ferry to provide a facility to hold stray dogs until the owner is found or the dog is adopted out (first letter states or otherwise disposed of) since 2010.

SCAA has proved to be efficient and conscientious and consistent in providing this essential service to the community. The scope of our work includes both the City of Bonners Ferry and Boundary County.

According to City code the impounded animals are held for 5 days. After the five day period the animals are altered, given medical care advertised and adopted out. The shelter staff educates the individuals who adopt the dogs and do some basic training with the dog in an effort to create an on going situation in which the animals are better cared for by the owner. The goal is to reduce the number of repeat offenders that may occur due to lack of knowledge or inadequate facilities at their residence.

The number of dogs fluctuates each year, but over all shows a small tendency to increase. This, in part, may be due to community awareness of the shelter and where facilities are located. The dedicated efforts made by law enforcement to bring all lost and homeless dogs to us for care may play a role also. It is certain that animals are on the loose a shorter period of time as a result of this collaborative effort.

General costs have risen for the maintenance and operations and housing and care of these animals. A raise in our contract fee is indicated. We have not increased the fee for three years although the costs continue to rise each year.

The deficit according to our records for 2013 is \$396 per month. We handled 111 dogs. We are requesting \$134 from each entity, city and county, who we serve leaving us to absorb one third. The proposed new contract rate would be set at \$800 per month.

Thank you all for your consideration. Our on-going joint service will continue to provide high quality and efficient handling and care for the dogs of the city of Bonners Ferry and Boundary County.

Second Chance Animal Adoption, Inc. Board of Directors

Mission: We strive to act as faithful stewards for all abandoned, lost, homeless and abused animals entrusted to our care in Boundary County, with the ultimate goal of finding lifelong, loving homes for every one.

Second Chance Animal Shelter

<u>ADOPTIONS</u>	<u>RTOs</u>	<u>OTHER</u>
1 st Quarter - 8 dogs adopted	1 st Quarter - 12 returned	
2 nd Quarter - 10 dogs adopted	2 nd Quarter - 19 returned	2 nd Quarter - 1 Transfer out
3 rd Quarter - 8 dogs adopted	3 rd Quarter - 27 returned	
4 th Quarter - 13 dogs adopted	4 th Quarter - 14 returned	

In total, 111 dogs passed through the shelter doors in 2013.
39 were adopted, 72 dogs Impounded then returned to owners, and 1 transferred out.

Just for comparison, 2012 saw a total of 100 dogs passing through, with 51 adoptions, 45 returned to owners and 4 transferred out.

<u>2013 ADOPTION DESTINATIONS</u>	<u>%</u>	<u>2012 ADOPTION DESTINATIONS</u>	<u>%</u>
Boundary Co homes: 15	39%	Boundary Co homes: 28	55 %
Other Idaho homes: 9	23%	Other Idaho homes: 3	6%
Montana homes: 4	10%	Montana homes: 4	8 %
Oregon homes: 0		Oregon homes: 1	2 %
Washington homes: 6	15%	Washington homes: 10	19 %
Canadian homes: 5	13%	Canadian homes: 5	10 %

ADOPTION FEES PAID

Prior to April 2013 fees were: \$70.00 for adult mixed breed, \$90.00 for puppy, \$100.00 for lap or purebred.
Fees through 5/1/14 were: \$80.00 for adult mixed breed, \$100.00 for puppy, \$110.00 for lapdog, \$125.00 for purebred

<u>FEE RATE PAID</u>	<u>NUMBER ADOPTED</u>	<u>% of ADOPTIONS</u>
\$70.00 -Adult Mixed breed/ \$80.00 Adult Mixed breed:	2 / 19	53%
\$90.00 Puppies / \$100.00 Puppies:	2 / 6	21%
\$100.00 Lap Dogs / \$110.00 Lapdogs:	3 / 5	21%
\$100.00 Purebreds / \$125.00 Purebreds:	1 / 2	5%

WHERE DO THEY COME FROM?

Straights picked up by private citizens in County:
Straits picked up by private citizens in City:
Straits picked up by Sheriff's Dept (or impound due to arrest of owner):
Straits picked up by City Police Dept (or impound due to arrest of owner):

<u>2013</u>	<u>2012</u>
41%	40%
14%	25%
13%	15%
32%	20%

ADOPTION: LENGTH OF SHELTER STAY BEFORE BEING ADOPTED

	<u>2013</u>	<u>2012</u>
Adopted within 30 days	61%	55%
Adopted within 60 days	84%	70%
Adopted within 90 days	90%	76%
Adopted within 6 months	92%	93%

46% 45%
↓ ↓
51 45
dogs dogs

TIME SPENT AT SHELTER BEFORE BEING RE-CLAIMED BY OWNER

	<u>2013</u>	<u>2012</u>
24 hours or less:	76%	47%
48 hours or less:	89%	67%
3 days:	100%	89%

Second Chance Animal Adoption, Inc. 2014 Proposal

Expense	2013	2012	2011
Salaries	\$20,464.00	\$18,870.00	\$19,000.00
Workman's Comp	\$126.00	\$126.00	\$126.00
Payroll tax	\$2,531.00	\$2,028.00	\$1,990.00
Legal & Professional fees	\$1,209.00	\$1,177.00	\$1,848.00
Insurance	\$2,119.00	\$2,306.00	\$1,750.00
Advertizing	\$823.00	\$1,184.00	\$1,435.00
Repair and Maintneance	\$776.00	\$501.00	\$756.00
Office Supplies	\$50.00	\$68.00	\$109.00
Telephone & wifi	\$1,312.00	\$1,466.00	\$1,680.00
Supplies (food etc)	\$324.00	\$369.00	\$436.00
Utilities	\$1,782.00	\$1,811.00	\$2,254.00
Total	\$31,516.00	\$29,906.00	\$31,384.00
INCOME			
Adoptions	\$3,145.00	\$4,027.00	\$3,942.00
Donations	\$5,897.00	\$3,461.00	\$4,951.00
Events	\$994.00	\$1,228.00	\$0.00
City of BF	\$7,992.00	\$7,992.00	\$7,992.00
Boundary County	\$7,992.00	\$7,992.00	\$7,992.00
Impound Fee	\$875.00	\$485.00	\$1,030.00
Total	\$26,895.00	\$25,185.00	\$25,907.00

For 2013 we have a \$385 per month deficit. We are asking and additional \$134 each from the city and county.
 In 2013 our dog numbers were up to 111. The number of dogs we handle has increased slightly each year.
 Virtually all dogs stay one day. Those not returned to owner are required by law to stay 5 days.
 About half the dogs stay the 5 days.

Simply inflation calculation for 2014-

According to the US Bureau of Labor inflation calculator on the buying power of the dollar in 2009 compared to today, \$666 = \$740 today.

Using simple inflation our \$68 per day dog care costs now requires \$76 per day.

The average number of dogs taken in from the city to be handled by the shelter has risen to 50 dogs per year.

30 dogs on average are returned to the owners & stay one day = \$2280
20 dogs stay the legal 5 days = \$7600
Year Total = \$9880 = \$823/month

CONTRACT FOR FIRE PROTECTION SERVICES

The purpose of this Contract is to provide fire protection on that portion of the Kootenai Indian Reservation located within the exterior corporate boundaries of the City of Bonners Ferry, Idaho, including all Tribe-owned lands therein held in trust by the United States or subject to a federal restriction on alienation.

PARTIES

This Contract is entered into by the Kootenai Tribe of Idaho (hereinafter "TRIBE") and the City of Bonners Ferry, a municipality organized under the laws of the State of Idaho, (hereinafter "CITY") to carry out provisions of the Self-Governance Compact between the Tribe and the United States Department of the Interior Bureau of Indian Affairs (hereinafter "GOVERNMENT").

FIRE PROTECTION SERVICES AND PROGRAMS TO BE PERFORMED.

A.

SCOPE OF SERVICES

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

The TRIBE agrees to maintain the property covered by this Contract in accordance with the Uniform Fire Code (UFC) as adopted by the State of Idaho. In the event that the TRIBE shall maintain or modify existing facilities or construct new facilities in a manner that is in violation of the UFC, the CITY, by written notice, may require the TRIBE to bring the facilities into compliance and, if the TRIBE fails or refuses to do so within sixty (60) days of mailing or personal service of such notice, may terminate all of their fire protection and suppression duties contracted for by this Contract.

B.

FIRE HYDRANTS

The TRIBE authorizes the CITY to use the fire hydrants of the TRIBE in its performance of this Contract.

The TRIBE shall pay additionally for all maintenance and replacement costs of the fire hydrants and servicing lines owned by the TRIBE. This work will be done by the CITY. Any work over FOUR HUNDRED DOLLARS (\$400.00) will require prior authorization from the TRIBE, unless it is of an emergency nature to preserve the system and/or prevent risk of damage, destruction or injury to persons or property.

C.

PROGRESS AND FINAL REPORTS

The CITY shall submit an Annual Narrative report of the number of incidents on the Reservation and the response provided.

GENERAL TERMS AND CONDITIONS

A.

SUPPLIES, EQUIPMENT & FACILITIES

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

B.

CONTRACT TERM

The period of this Contract shall be the period beginning October 1, 2014 and ending September 30, 2015 subject to termination at any time upon thirty (30) days written notice by either party. This Contract may be modified in writing by mutual consent of both parties.

C.

CONTRACT AMOUNT

CITY shall receive compensation for services provided under this Contract in the amount of twenty-one thousand United States dollars (US\$21,000.00), which amount shall be prorated from the date of signature of both parties.

D.

DISPUTES

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

E.

INDEMNIFICATION

To the extent not covered by the Federal Tort Claims Act or any insurance policy possessed by the City, the Tribe agrees to indemnify the City for any claims for damages or injuries brought by third parties for factual situations arising from City's operation under or intended operation under this Agreement. The Tribe agrees to name City, its elected and appointed officials and employees as additional names insured on all policies providing liability coverage at the Reservation. The Tribe will provide the City a Certificate of Insurance showing the limits of all policies as well as showing the additional named insured provision and agrees to notify the City within ten (10) days in writing should any of the policies be canceled or not renewed.

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

F.

PAYMENT IN LIEU OF TAXES

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

G.

VOLUME CONSIDERATION

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

H.

TRIBAL COOPERATION

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

I.

HOLD OVER CLAUSE

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

DATED this ____ day of _____, 2014.

KOOTENAI TRIBE OF IDAHO

Attest:

By: _____

By: _____

Gary Aitken, Jr., Chairman

Velma Bahe, Secretary

CITY OF BONNERS FERRY

Attest:

By: _____

By: _____

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, ADOPTING SUBSECTION C, OF BONNERS FERRY CITY CODE 6-1-2, PROHIBITING PARKING IN A DESIGNATED FIRE LANE; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to enact a new subsection of Bonners Ferry City Code Title Six, Chapter Two, Section One, to be designated as Subsection C, which prohibits parking in a designated fire lane.

WHEREAS, the Mayor and City Council have deemed it in the public interest to prohibit parking in a designated fire lane in order to ensure public safety by providing immediate access to buildings for emergency responders in the event of an emergency.

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

Section 1: That a new subsection, 6-1-2(C), of Bonners Ferry City Code is hereby adopted and shall read as follows:

C. Parking in a Fire Lane Prohibited: It shall be unlawful for any person to park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with law or the direction of a police officer or traffic control device, in any fire lane or other emergency vehicle access which is designated with erected signage or indicated by paint upon the asphalt, within the prohibited parking area. Any violation of this section shall be an infraction punishable by \$100 fine.

Section 2: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 3: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

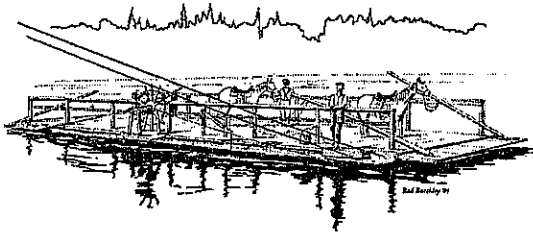
APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
David Anderson, Mayor

Attest:

Kris Larson, Clerk



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 3 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Fiscal Year 2015 – Computer Services.

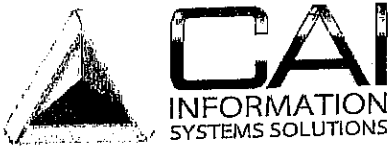
Attached are two proposals for the Subject Services. The contracts, Computer Arts (CAI) and Boundary Computer Solutions, are very close in price \$22,000 vs \$21,000. The contracts are structured significantly different as one is a fixed price and the other is a per hour based contract.

Since the last council meeting we have worked with Mr. Listman from Boundary Computer Solutions and he has proposed changing his contract to better define “out of scope services as follows:

1.14 **Out of Scope Services** – Services not covered under this contract include infrastructure cabling, web site programming or hosting, and project installations or upgrades in which the acquisition hardware and software costs exceeds the annual service contract value under section 2.1 below.

We would recommend that we continue to use CAI for the month of October so that they can finish installing the new server and have the new contract implemented effective 1 November 2014.

SJB



August 31st, 2014

Greetings:

Enclosed you will find the Computer Arts, Inc. Contract Addendums specifying all software licensing, IT support, and services provided to your agency by CAI for the new fiscal year. Please review the enclosed Addendums for accuracy, promptly execute, and return the signed copy prior to **October 1st, 2014**. Please make a copy for your records. This year we have enclosed the complete Master Agreement for your reference.

Please pay particular attention to Addendum C, PC/Networking Support Fees as this addendum requires the county to fill in the number of support hours requested and the associated discounted rate. For your information, there are historical figures included to aid in determining the number of PC/Networking Support hours that your agency may need. If you have any questions or need any assistance with determining these hours, please contact CAI management.

Each Addendum to the master license agreement specifies appropriate fees and individual agreements for associated software and services. Please review with the appropriate department head or elected official for any questions on the respective modules and fees. A summary of the contract addendums are listed below:

- Addendum A: Annual License fees for all CAI county software applications
- Addendum B: Annual CAI county software full support fees
- Addendum C: Annual Networking, Hardware and IT services fees – **complete requested hours**
- Addendum D: Annual Public Safety Software maintenance and support fees

Again, please execute the addendums and promptly return the original to CAI. We appreciate your patronage and thank you very much for your continued business.

If you have any questions regarding the contracts, please contact one of the following at (208)385-9335:

Shane Harris
President
sharris@gocai.com

Mitch Cromwell
Vice President
mcromwell@gocai.com

Karolyn Reid
General Manager
kreid@gocai.com



COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the 1st day of October, 2014 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAT"), an Idaho corporation with its principal offices located at 320 SW 5th Ave, Meridian, Idaho 83642 hereinafter referred to as "CAI" and City of Bonners Ferry, with its principal offices located at 7232 Main Street, Bonners Ferry, Idaho hereinafter referred to as ("CUSTOMER").

IN CONSIDERATION of the mutual terms, covenants and conditions contained herein, the parties mutually agree as follows:

1. DEFINITION OF SERVICES

CAI is a full IT service organization that provides a variety of computer IT services to multiple CUSTOMERS. Under the terms and conditions of this AGREEMENT, Customer shall have unrestricted access to CAI support personnel during normal business hours (8:00am-5:00pm M-F) for any IT computer related issue. After hours support (5:00pm-8:00am M-F, Holidays and Weekends) is available "as-needed" and shall be billable at the "after hour" support rate as specified in this addendum. CAI agrees to make regular visits to Customer's place of business, as deemed necessary by CAI and Customer to maintain adequate system operations. Computer Arts agrees to make every reasonable effort to provide Customer with timely and acceptable IT solutions and services. An example of support services may include any or all of the following:

- Technology planning assistance
- Bid and purchase assistance
- Hardware installation, setup and troubleshooting
- Building infrastructure services (such as cabling recommendations and specifications)
- Education & training
- Project management
- Routine maintenance
- Network diagnostics & support
- Internet, Intranet, routers, firewalls and other security devices
- Third party software installation, configuration

2. AGREEMENT TERMS

The parties hereto agree that CAI will provide IT technical support services to CUSTOMER as hereinafter outlined. Unless this Agreement is otherwise amended, said services shall include, but are not limited to the following:

A. SUPPORT USAGE

Customer shall have reasonable access to CAI PC/Networking personnel as defined in this agreement for any IT support issue. For typical support services, reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:

- Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
- Computer-to-computer or network-to-network secure communications (VPN).
- On-site service at Customer's computer site.

NOTE – ON-SITE and VPN support requires security authorization and access to Customer's premise equipment by Customer to CAI support personnel. Additional security and communication equipment may be required.

B. SCHEDULING

CUSTOMER shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.

1. On-site services shall be available during normal business hours from the time of 8:00am to 5:00pm Monday through Friday during the terms of this AGREEMENT excluding holidays and weekends.
2. CUSTOMER shall have access to a 7x24x365 toll free number for "After Hours" emergency support. This support shall be provided as requested and shall be subject to availability of CAI resources. This support and any associated expenses shall be invoiced separately at the "After Hours" rate specified in addendum A.
3. CAI personnel shall be allowed a reasonable lunch break while working on-site not to exceed one hour.
4. Under certain circumstances such as personal emergencies, illness, scheduled company meetings, scheduled vacation etc... CAI personnel may be unable to be on-site; CAI will notify CUSTOMER at least by 8:30am of the scheduled day to make arrangements for replacement personnel or to postpone the scheduled visit as agreed upon by both parties.
5. Under certain circumstances, CUSTOMER may need to change a scheduled visit. CUSTOMER shall notify CAI at least 8 hours in advance.

C. HARDWARE SUPPORT AND SALES

CAI agrees to assist CUSTOMER at their request with the support of hardware systems, by both working with CUSTOMER and the manufacturer (if necessary) to get the hardware/software operational or by helping CUSTOMER find other qualified support assistance. As certain hardware models tend to change frequently, CAI will not be responsible for selling or supporting any discontinued manufacture hardware. CAI agrees to assist Customer in purchasing "known brand" hardware by making best in class recommendations. CAI may provide quotes to Customer as requested by Customer. Payment terms for any hardware purchases from CAI shall be NET Twenty (20) days.

CAI will provide CUSTOMER with support for hardware by performing the following functions:

1. **HARDWARE PURCHASES** Computer hardware purchasing decisions shall remain at the sole and exclusive discretion of CUSTOMER. However, CUSTOMER may consult with CAI prior to ordering or purchasing any significant computer or network hardware in order to:
 - a. Ensure compatibility with existing and planned computer hardware and software;
 - b. Maintain consistent purchasing procedures within the Customer's environment;
 - c. Provide a hardware and software environment in which CAI is able to fulfill its responsibilities under this agreement.



COMPUTER ARTS, INC.

MASTER IT Services Agreement

CUSTOMER acknowledges that computer hardware purchased without consultation with CAI, or contrary to recommendations from CAI, may limit the ability of CAI to fulfill its responsibilities under this agreement and agrees to hold CAI harmless for any such inability in the event that such purchases are made.

2. **HARDWARE SUPPORT** Hardware support is hereby extended to include assistance in the installation and configuration of PC/Networking hardware for use by CUSTOMER. This includes, but is not limited to, the connection of PCs and peripheral devices to a PC network.

CUSTOMER agrees to allow CAI the ability to access their network via a Virtual Private Network (VPN). This will provide a secure environment to enable CAI to perform both diagnostic and administrative service remotely. Month to month reoccurring internet charges will be the responsibility of the CUSTOMER.

CUSTOMER agrees to designate a central point of contact for CAI network technicians. This person shall assist in scheduling, work load supervision and coordinating as needed. This person will be responsible for prioritizing requests to be serviced by CAI technician. These requests will need to be approved by management in order to insure completion.

D. PHYSICAL AND LOGICAL ACCESSIBILITY

CUSTOMER agrees to supply CAI personnel with all appropriate and necessary access to CUSTOMER's premises, network, and computer equipment and any other areas or resources as necessary in order for CAI to satisfy the terms of this agreement.

E. PROJECT PLANNING AND BUDGETING ASSISTANCE

CAI will assist CUSTOMER with computer planning and budgeting and will meet and work with CUSTOMER as may be reasonably necessary. Further, CAI will participate and assist as requested in any current projects being managed by CUSTOMER's existing IT staff.

F. CONSULTING

CAI agrees to provide CUSTOMER with computer consulting services, including but not limited to long-range computer planning studies, cost projections, scheduling, new applications evaluations, facilities planning, etc., as requested by CUSTOMER.

G. SECURITY

CAI will provide CUSTOMER with procedures and instructions necessary to maintain adequate system security and to copy and secure data files and software. CUSTOMER shall authorize CAI personnel to appropriate sensitive areas of computer hardware, software, networking etc... necessary to satisfy the terms of this agreement.

CAI agrees that all PC/Networking support technicians shall complete an approved security background check. In addition, each CAI support employee shall comply with the Idaho State Police security authorization protocols. Each CAI PC/Networking technician shall comply with all CAI security and policy procedures as outlined by the CAI personnel manual.

H. OTHER SERVICES

CAI will provide CUSTOMER with such other and further computer-related services as agreed to by both parties. If additional technicians are required from time to time on special projects, within reason the CUSTOMER will be responsible for any additional travel expenses incurred. This Agreement may be amended in any written form, as deemed necessary, and agreed upon, by both parties to reflect such other services.

3. WRITTEN NOTIFICATION OF ADDITIONAL COMPUTER CONTRACTS

CUSTOMER agrees to provide CAI with written notification prior to contracting for computer support services from firms or individuals other than CAI during the term of this Agreement, excepting there from:

- A. Computer products or services provided to CUSTOMER by the United States Government, or the State of Idaho, or any agencies or sub-divisions, or sub-contractors thereof.
- B. Hardware repair services from vendor or third-party.

4. SERVICE RATES & PRICING

Customer may select the number of "Pre-Paid" service hours required and the associated guaranteed rate as specified in Addendum A to this Agreement. CAI agrees to provide service at this guaranteed rate up to the number of hours selected. Any unused PC/Networking hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full. Any PC/Networking hours used above and beyond the annual contracted amount by the Customer shall be billed monthly at the standard "Non Pre-Paid" rate as specified in Addendum A to this Agreement.

- A. CUSTOMER may purchase network services support from CAI on a guaranteed hourly rate. Rates are listed in Addendum A to this agreement. CUSTOMER agrees to pay all invoices in full within net thirty (30) days of service unless otherwise noted in an addendum to this agreement. Should the CUSTOMER default in payment, the CUSTOMER shall be assessed late penalties and interest at current rates. Should collection be referred to a collection agency, the CUSTOMER shall be responsible for all reasonable collection charges and pay all costs, expenses and all reasonable legal costs incurred by CAI for the purpose of collection of payment.
- B. CAI shall guarantee all rates quoted in the Contract Addendum A for a period of approximately twelve (12) months. Any rate changes may be adjusted annually at time of contract renewal.
- C. CUSTOMER shall be invoiced monthly for services and related expenses provided.
- D. Any hours used beyond the initial contracted amount as specified in Addendum A by the CUSTOMER will be billed monthly at the additional hours used rate stated in Addendum A of this agreement.
- E. "After Hours" charges and expenses will be billed separately on a monthly basis at the rates specified in Addendum A.
- F. Any other additional charges such as hardware purchases, supplies or other materials will be billed monthly to CUSTOMER as charges are incurred.
- G. Travel Expenses shall include "actual" expenses and the standard mileage rate allowable by the IRS unless otherwise notified in an addendum to this agreement.
- H. Travel Time one way from the nearest CAI support office shall be billed at the rate specified in Addendum A.



COMPUTER ARTS, INC.
MASTER IT Services Agreement

5. WARRANTY & REMEDIES

- A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.
B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE.
C. Limitation of Liability. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUSINESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (iii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.
D. Indemnification, Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the "Indemnified Parties") against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

6. INSURANCE COVERAGE

CAI shall maintain insurance coverage as follows:

- A. Worker Compensation & Employer's Liability - Employers Compensation Insurance Co - Policy #EIG 1084590 02, 10/01/14 -10/01/15
B. General Liability and Property Coverage - St. Paul Fire and Marine Insurance Company, Policy #TT09402049, term - 3/15/14 - 3/15/15, General Liability Limit is \$2,000,000.
C. Automobile Liability - St. Paul Fire and Marine Insurance Company, Policy #TT09402049 - term 3/15/14 - 3/15/15, liability limit is \$1,000,000.

- 7. This Agreement shall be in effect upon execution of this agreement and shall remain in effect for not less than twelve (12) months, after which time this Agreement may be terminated and canceled by either party upon ninety (90) days written notice. This agreement automatically supersedes any prior related agreements between CAI and CUSTOMER except as documented in an addendum to this agreement. CUSTOMER agrees to pay to CAI all sums due and owing as of the date of termination.

This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. If any provision of this Agreement is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected. This Agreement shall be binding upon and inure to the benefit of CAI and CUSTOMER and their respective successors and assigns. This Agreement constitutes the entire agreement of the parties and supersedes any prior or contemporaneous oral or written agreements. This Agreement cannot be modified orally and can only be modified by a written instrument mutually agreed upon and executed by all parties to this agreement.

CUSTOMER acknowledges that it has read and understands this Agreement and any attachments hereto, and agrees to be bound by their terms, and further agrees that they are the complete and exclusive statement of the agreement between the parties, which supersede all proposals, oral or written, and all other communications between the parties relating to this service. If either party breaches this Agreement, it agrees to pay the prevailing party's reasonable attorney's fees, court costs and litigation expenses incurred in the enforcement of this Agreement.

IN WITNESS WHEREOF:

Customer.

By: Signature
Printed Name
Title
Date

Computer Arts Inc.
By: Signature
Printed Name CEO
Date 8-28-14



**ADDENDUM A
To
"MASTER IT Services Agreement"**

This addendum takes effect October 1st, 2014 and supersedes all other Addenda to the "Master IT Services Agreement". It shall remain in effect for the period of 12 months. IT Service Fees described in this addendum shall be provided by Computer Arts, Inc. ("CAI") to Customer ("City of Bonners Ferry") by CAI Service personnel and/or other CAI staff as necessary. Other individual services or a combination of services are available on a per-hour basis at the Customer's discretion and may incur additional fees by separate agreement.

Hourly Rate and Pricing Table

PC Hours	Guaranteed Hourly Rate
Non Pre-Paid Hours	\$90.00
51 to 100	\$80.00
101 to 500	\$68.00
501 to 999	\$58.00
After Hours Support (5:00pm-8:00am M-F, holidays, weekends)	\$100.00

Contract Addendum History Table

Fiscal Year 2012-2013 Purchased	Fiscal Year 2013-2014 Purchased	Fiscal Year 2014-2015 Recommended
175 (Exceeded)	300	300

Guaranteed Hours Calculation for new Fiscal Year

Select number of hours purchased	300
Multiply by guaranteed rate (see chart above) (Special Negotiated Rate Incls all Travel Expenses)	*70.00
New annual PC/Network Service Contract Price	\$21,000.00

Travel Expenses associated with on-site PC/Network support

Travel Time (one way only) \$50.00 p/hr p/Tech	Included
Travel Expense Mileage (round trip \$0.56 p/mile)	Included
Travel Expense Meals - Actual	Included
Travel Expense Lodging - Actual	Included

Summary of Payment terms:

- CUSTOMER shall be invoiced for the total contract amount in equal monthly payments for the term of this AGREEMENT.
- Any unused hours of the contracted amount within one year of execution of this agreement shall be forfeited and payment for these hours will be due in full.
- Any hours and/or expenses used above and beyond the initial contracted amount by the CUSTOMER will be billed monthly at the "Non pre-paid" rate of this addendum.
- Any hours and applicable expenses requested and serviced as "After Hours" shall be invoiced separately at the "After Hours" rate of this addendum.
- CUSTOMER is responsible to pay in full for all hours used for the billing time period.
- Equipment, supplies or other materials shall be invoiced at date of delivery and are due upon receipt for their portion of payment. Multiple invoices may be generated based upon delivery schedule.
- The terms for payment shall be net thirty (30) days of the invoice date. If payment is not received within the terms specified, penalties and interest will apply.
- Travel Expenses and travel time will be billed monthly at the standard mileage rate allowable by the IRS plus actual expenses as specified in the table above.

CUSTOMER		COMPUTER ARTS, INC.	
1		<i>Shane Harris</i>	8-28-14
Signature	Date	Signature	Date
2		Shane Harris	
Signature	Date	Printed Name	
3		CEO	
Signature	Date	Title	

NETWORK INSTALLATION AND MAINTENANCE AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on **October, 1 2014**, between Boundary Computer Solutions, Inc. ("Provider"), with its principal place of business located at 7189 Main St, Bonners Ferry, Idaho, 83805 and **City of Bonners Ferry** ("Client"), with its principal place of business located at **7232 Main St Bonners Ferry ID 83805** and shall be effective as of **October, 1 2014** (the "Effective Date").

RECITALS

WHEREAS, Provider is engaged in the business of providing services involving the design, installation and maintenance of computer networks;

WHEREAS, Client desires to retain Provider to perform the services set forth in this agreement.

NOW, THEREFORE, Provider and Client agree as follows:

1. Scope of Services

Provider will perform such infrastructure development, network maintenance and support services as are set forth in Exhibit A (Statement of Work).

2. Price and Payment

Client will pay Provider for the Network Services at the price and on the terms set forth in Exhibit A. The price set forth in this Agreement does not include any sales, use, service, or similar taxes that may be payable by reason of the provision of the Network Services, and Client will pay all such taxes which may become due in connection with the Services.

3. Term and Termination

Unless terminated as provided herein, this Agreement will extend for a period of **12 Months** and will automatically renew from year to year thereafter. Provider may terminate this Agreement without cause upon sixty (60) days written notice, and Client may terminate this Agreement without cause upon thirty (30) days written notice. In the event of termination by either party without cause, Client will pay Provider for the last full month period following the date of termination. Either party may terminate this agreement upon written notice for material breach, provided, however, that the terminating party has given the other party at least fourteen (14) days written notice of and the opportunity to cure the breach. Termination for breach will not alter or affect the terminating party's right to exercise any other remedies for breach.

4. Obligations of Client

A. Client will immediately notify Provider upon learning of any significant problem with the performance of the network.

B. Client will cooperate with Provider in connection with its performance of the Services by providing access to Client's physical premises as reasonably necessary from time to time.

C. Client will, from time to time, purchase such software and hardware as may be reasonably necessary for the effective operation of its network.

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D. Client will notify Provider within a commercially reasonable time regarding any change in the identity of client's Network Administrator.

5. Confidential Information

A. All information relating to Client that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Provider and will not be disclosed or used by Provider except to the extent that such disclosure or use is reasonably necessary to the performance of Provider's Work.

B. All information relating to Provider that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence by Client and will not be disclosed or used by Client except to the extent that such disclosure or use is reasonably necessary to the performance of Client's duties and obligations under this Agreement.

C. These obligations of confidentiality will extend for a period of **12 Months** after the termination of this agreement, but will not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

D. Provider agrees to comply with all current and future federal, Idaho State, and local labor and security regulations including the signing of any required security or business associate agreements.

6. Warranty and Disclaimer

Client acknowledges that no computer system or software can be made completely stable or secure, and that Provider cannot guarantee the stability, safety or security of client's network or data. Provider warrants that the Network Services will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards and the time frame, if any, set forth in the description of Network Services herein. Client is solely responsible for implementing and monitoring appropriate operational and security procedures, and for making appropriate backup copies of all data. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT.

7. Limitation of Liability

In no event will Provider be liable for any loss of profit or revenue by Client, or for any other consequential, incidental, indirect or economic damages incurred or suffered by Client arising as a result of or related to the Network Services, whether in contract, tort, or otherwise, even if Client has advised of the possibility of such loss or damages. In no event will Provider be liable for any loss of data that may occur, regardless of the cause of such loss of data. The total liability of Provider for all claims of any kind arising as a result of or related to this Agreement, or to any act or omission of Provider, whether in contract, tort or otherwise, will not exceed an amount equal to the amount actually paid by Client to Provider for the Network Services during the twelve (12) month period preceding the date the claim arises.

8. Indemnification

Client will indemnify and hold Provider harmless against any claims by third parties, including all costs, expenses and attorneys' fees incurred by Provider therein, arising out of or in conjunction with Client's performance under or breach of this Agreement.

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9. Relation of Parties

The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

10. Employee Solicitation/Hiring

During the period of this agreement and for twelve (12) months thereafter, neither party will directly or indirectly solicit or offer employment to or hire any employee, former employee, subcontractor, or former subcontractor of the other. The terms "former employee" and "former subcontractor" will include only those employees or subcontractors of either party who were employed or utilized by that party on the Effective Date of this Agreement.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration

Any dispute arising under this Agreement will be subject to binding arbitration by a single Arbitrator with the American Arbitration Association (AAA), in accordance with its relevant industry rules, if any. The parties agree that this Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Idaho. The arbitration will be held in Boundary County, ID. The Arbitrator will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement. Judgment on any award rendered by the Arbitrator may be entered in any Court of competent jurisdiction.

13. Attorneys' Fees

If any litigation or arbitration is necessary to enforce the terms of this Agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs from the other party.

14. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

15. Force Majeure

Neither party will be held responsible for any delay or failure in performance of any part of this Agreement to the extent that such delay is caused by events or circumstances beyond the delayed party's reasonable control.

16. No Waiver

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the party waiving its rights. This

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1.9 **Endpoint Protection Software** – Scope includes software licensing for up to 25 endpoints for remote monitoring and protection from Viruses and Malware.

1.10 **Telephone System** – Provide maintenance, support, and programming for supported telephone systems.

1.11 **Data Backup & Data Recovery** – Develop and implement a backup strategy. Data recovery services are also available. Note: In some situations (such as complete hardware failure, media failure or total data corruption) data may not be recoverable. The client is still responsible for the time-related fee. Costs for data-recovery services will be discussed on a case-by-case basis.

1.12 **Training** – End user instruction and training for supported hardware and/or software. Includes scheduled and as needed requests.

1.13 **Locations** – Services will be provided to a single campus location by on-site visit, remote administration and via telephone assistance. Services required at off-campus locations will incur published GSA travel charges.

1.14 **Out of Scope Services** – Services not covered under this contract include project based work, new installations and services requiring resources beyond those covered above.

2.0 Price and Payment – Provider is being hired on a fixed price basis to perform the Services and provide the Deliverables according to this Statement of Work. Should future technology expansions by the client exceed the effort detailed in this scope of services, the monthly rate for services shall be increased to meet the new level of need. All increases will be presented and discussed with the client prior to their establishment.

2.1 Rates

The monthly contract rate is **\$1,750.00**. Travel and out of scope work expenses will be invoiced separately as required. A one-time Managed Services Contract Onboarding Fee of **\$1,400.00** that includes a full network assessment, documentation and required hardware is due at contract commencement. The Onboarding Fee may be deferred and billed on a project basis as a Remediation cost.

2.2 Invoices

Services will be invoiced monthly in advance of contracted services.

2.3 Payment

Payment is due fifteen (15) days after date of invoice. Client may not withhold any amounts due hereunder and Provider reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and one half (1.5) percent per month or fraction thereof until paid.

3.0 Expenses and Taxes

Prices quoted for Services do not include and Client will reimburse Provider for its reasonable and necessary cost of travel and out-of-pocket costs for photocopying, overnight courier, unusual long distance telephone and the like. All non-local trips must be approved by Client before commencing. Any applicable sales tax is to be paid by Client.

The City of Bonners Ferry is proposing to construct a new water tank and applying for an Idaho Community Development Block Grant to help offset the costs. A requirement of the Block Grant is to provide income data of the residents in the project area. In order to accomplish this, an outside Consultant for the City, Nancy Mabile, will be conducting an income survey to provide the necessary beneficiary data. This survey will soon be mailed to random households connected to the City's water system. All responses are essential in order for the City to be eligible for grant funds. When you receive your survey, please follow the instructions to complete it and return it in the self-addressed stamped envelope that is provided with the survey. Thank you.

PROFESSIONAL SERVICES CONTRACT

This contract is entered into this 2nd day of September, 2014, between the City of Bonners Ferry, Idaho, herein referred to as "the City" and Nancy Mabile, whose address is PO Box 3580, Post Falls, ID 83877-3580, herein referred to as the "Contractor", Witnesseth:

WHEREAS, it is the City's desire to engage the Contractor to render professional services to perform an Income Survey for the City; and

WHEREAS, to ensure effective management of the above project, it is deemed to be in the best interests of the City to enter into an agreement with the Contractor as hereinafter provided;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

1. EMPLOYMENT OF CONTRACTOR. The City agrees to engage the Contractor, and the Contractor agrees to perform the income survey for the City.
2. EMPLOYEE-EMPLOYER RELATIONSHIP. The contracting parties warrant by their signature that no employer-employee relationship is established between the Contractor and the City by the terms of this contract. It is understood by the parties hereto that the Contractor is an independent contractor and as such neither it nor its employees, if any, are employees of the City for purposes of tax, retirement system or social security (FICA) withholding.
3. CONTRACTOR'S INSURANCE. The Contractor warrants that it has obtained, and will maintain at its expense for the duration of this Contract, comprehensive general liability insurance coverage. The comprehensive general liability insurance shall have, at a minimum, a coverage limit of at least one hundred thousand dollars (\$100,000) per claim, and five hundred thousand dollars (\$500,000) aggregate.
4. EFFECTIVE DATE AND TIME OF PERFORMANCE. This Contract is retroactive to October 1, 2014. The services to be performed by the Contractor will be completed no later than November 21, 2014.
5. SCOPE OF SERVICES. The Contractor will perform the services as identified and explained on Attachment "A" Scope of Work. It is understood and agreed by the parties that the services of the Contractor do not include any of the following: the disbursement or accounting of funds distributed by the financial officer for the City, including legal advice, fiscal audits or assistance with activities not related to the project.
6. COMPENSATION. For the satisfactory completion of the services to be provided under this contract, the City will pay the Contractor a sum set forth in Attachment "A".
7. CONFLICT OF INTEREST. The Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. The Contractor further

covenants that, in performing this contract, it will employ no person who has any such interest. Should any conflict of interest arise, it will be disclosed and managed accordingly.

8. **MODIFICATION AND ASSIGNABILITY OF CONTRACT.** This contract contains the entire agreement between the parties, and no statements, promises or inducements made by either party or agents of either party, that are not contained in the written contract, are valid or binding. This contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto. The Contractor may not sub-contract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any sub-contractor or assignee will be bound by all of the terms and conditions of this contract.
9. **TERMINATION OF CONTRACT.** This contract may be terminated as follows:
 - a. **Termination for Convenience.** This contract may be terminated in whole, or in part, when all parties agree that the continuation of the project is not in the best interest of all parties and that further expenditure of funds will not produce any results. The parties shall agree in writing, upon the conditions, effective date, and fair and reasonable payment for work completed.
 - b. **Termination for Cause.** If either party breaches any provision of this agreement and if such breach is not cured within thirty (30) days after receiving written notice from the other party specifying such breach in reasonable detail, the non-breaching party shall have the right to terminate this agreement by giving written notice thereof to the party in breach, which termination shall go into effect immediately on receipt.
10. **OWNERSHIP AND PUBLICATION OF MATERIALS.** All reports, information, data, and other materials prepared by the Contractor pursuant to this contract are to be the property of the City, which has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or part. All such materials developed under this contract shall not be subject to copyright or patent in the United States or in any other country without the prior written approval.
11. **REPORTS AND INFORMATION.** The Contractor will maintain accounts and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary by the Contractor. These records will be made available for audit purposes to the City or their authorized representative, and will be retained for four (4) years after the expiration of this contract.
12. **INDEMNIFICATION.** The Contractor waives any and all claims and recourse against the City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to the Contractor's performance of this Contract except for liability arising out of concurrent or sole negligence of the City or its officers, agents or employees. Further, the Contractor will indemnify, hold harmless, and defend the City against any and all claims, demands, damages, costs, expenses or liability arising out of the Contractor's performance of this

Contract except for liability arising out of the concurrent or sole negligence of the City or its officers, agents or employees.

13. LEGAL FEES. In the event either party incurs legal expenses to enforce the terms and conditions of this contract, the prevailing party is entitled to recover reasonable attorney fees and other costs and expenses, whether the same are incurred with or without suit.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the _____ day of _____, 20____.

CONTRACTOR

CITY OF BONNERS FERRY

BY: Nancy Mabile

BY: _____

Nancy Mabile, Consultant
Title

David Anderson, Mayor
Title

10.1.14
Date

Date

ATTACHMENT A

SCOPE OF WORK

The City will pay the Contractor for performance of the services described below, unless that sum is subsequently changed by the agreement of both parties as described in Section 8.

Scope of Work: City-wide income survey as follows:

- Preparation of a public notice;
- Verification of income thresholds and survey instrument with funding agencies;
- Verification and determination of project beneficiaries and survey area;
- Determine percentage, if applicable by funding agency, of number of households to receive the survey;
- Preparation of cover letter, survey instrument and press releases;
- Work with the City to deliver the survey to households;
- Receive surveys and analyze results; and
- Preparation of a Survey Report that includes a narrative of the survey process.

Performance of Staff: The Contractor will be responsible for the successful performance and completion of services as specified in the scope of work.

Payment Schedule: The Contractor will invoice the City partial payments to the Contractor for at a rate of \$25.00 per hour.

Reimbursable Expenses:

Mileage – No Charge
Copies, Black & White – \$.11 per page
Copies, Color – \$.56 per page
Postage – at cost
Office Supplies (envelopes, labels) – at cost

CONSTRUCTION CONTRACT AGREEMENT

AGREEMENT made between **CITY OF BONNERS FERRY, IDAHO**, a political subdivision of the State of Idaho ("CITY") and **BONNERS FERRY BUILDERS, 65109 HIGHWAY 2, BONNERS FERRY, IDAHO 83805** ("CONTRACTOR").

THE PARTIES AGREE AS FOLLOWS:

1. CONTRACT: The CITY hires CONTRACTOR as an independent contractor to complete and perform the following services:

Modifications and repairs to the existing roof structure on the City's North District Tank. This shall include, but not be limited to, removal of the eaves, supply and installation of flashing, grouting of door, ribbed metal siding and roofing and installation of vents in the gable end walls. The purpose of these modifications and repairs is to prevent the entrance of rodents.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the contract specifications and plans as presented in the requests for proposal such materials and services, which by this reference are incorporated herein and made a part of this Agreement.

2. TIME OF PERFORMANCE; SITE PREPARATION; COMPLETION: CONTRACTOR will proceed with construction as soon as the CITY has issued a Notice to Proceed. CONTRACTOR shall complete work BY October 31, 2014, unless this time is extended by consent of the CITY due to weather and construction conditions.

3. CONTRACTOR and CITY recognize that time is of the essence of this Agreement and that CITY will suffer financial loss if the Work is not completed within the times specified above, plus any extensions thereof allowed. Accordingly, instead of requiring any such proof, CITY and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay CITY \$250.00 for each day that expires after Substantial Completion until the Work is substantially complete.

4. COMPENSATION: CITY agrees to pay CONTRACTOR for all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of that item as indicated in the Contractor's Bid, which by this reference is incorporated herein and made a part of this Agreement, for an estimated total of:

Eight Thousand Five Hundred Dollars and 00/100---

\$8,500.00

(use words)

5. INDEPENDENT CONTRACTOR: The parties agree that CONTRACTOR is the independent contractor of CITY and in no way an employee or agent of CITY and is not entitled to workers compensation or any benefit of employment with the CITY. CITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. CITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

6. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

7. INDEMNIFICATION: CONTRACTOR agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representatives under this Agreement.

8. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of One Million Dollars (\$1,000,000), which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above and described in the Bidding Documents to CITY prior to commencing its performance as herein provided, and require insurer to notify CITY ten (10) days prior to cancellation of said policy.

9. WORKER'S COMPENSATION: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to CITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

10. PUBLIC WORKS LICENSE; COMPLIANCE WITH LAWS: CONTRACTOR warrants that it holds a current Public Works License with the State of Idaho. CONTRACTOR shall comply with all federal, state, city, and local laws, rules and regulations.

11. ENTIRE AGREEMENT: This Agreement, including all documents referenced and incorporated herein, is the entire agreement of the parties and can only be modified or amended in writing by the parties.

12. ATTORNEY FEES: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this 26 day of SEPTEMBER, 2014.

CITY OF BONNERS FERRY, IDAHO:

By _____

Print Name: _____

ATTEST:

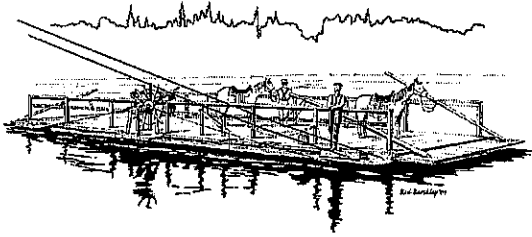
BONNERS FERRY BUILDERS

By [Signature]

Print Name: DENTON WEDEL

PRESIDENT

ATTEST: [Signature]



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

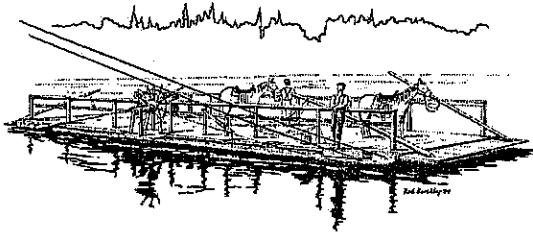
Date: 30 September 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water/Sewer Superintendent and Lineman Hire.

This memo is to recommend that the City hire the following individuals

For Water/Sewer Superintendent we would recommend hiring Mr. Adrian Dice.

For Lineman we would recommend Mr. Derrick Barras.

STB



CITY OF BONNERS FERRY

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

STAFF REPORT FOR MOUNTAIN SPRINGS CHURCH SPECIAL USE PERMIT – COUNCIL HEARING FILE #SUP 001-14

Prepared by: Lisa Ailport, AICP
Contract Planner
219 Pine Street
Sandpoint, Idaho 83864

Project Description: The applicant is seeking approval to expand the existing church to include adjoining property directly south in order to accommodate additional parking, office and gathering space.

Location: The site is located at 6745 Denver Street, and is known as Lot 11A of Bruce Acres Addition.

Parcel size: 0.466 acres or $\pm 20,299$ square feet

Applicant: Mountain Springs Church
6789 Main Street
Bonners Ferry, Idaho 83805

Applicant's Representative: Don Kramer, Administrative Pastor
6789 Main Street
Bonners Ferry, Idaho 83805

Property Owner: Michael and Tammy Klaus
6745 Denver Street
Bonners Ferry, Idaho 83805

Application Filed with City: July 10, 2014

Notice Provided: Mailed: September 22, 2014
Site Posted: September 25, 2014
Published in Paper: September 25, 2014

Hearing Dates: Planning and Zoning: September 4, 2014
City Council: October 9, 2014

APPLICABLE CITY CODES:

- §11-5-3, Limitations
- §11-5-5 General Standards
- §11-13-3- Design and Maintenance
- §11-14-7 & 8 Signs, sign setbacks
- §11-5-4- Application filing contents
- §11-5-6, Conditions and Safeguards
- §11-13 4, &5 Off-Street Parking
- §11-2-3C; table of uses Appendix B

PROJECT OVERVIEW/ SUMMARY

The applicant is requesting approval of a special use permit on property directly south of the existing Mountain Springs Church (MSC), in order to accommodate additional parking, administrative office space and to allow associated group gatherings.

The site is zoned Residential A which provides for churches as a special use permit (§11-2-3C & Table of Uses, Appendix B- Church). The applicant proposes to expand the existing church facilities which took occupancy of the existing building and property in approximately 2007. The church property is currently zoned Commercial, which permits churches outright.

The expanded area, south of the exiting church, would allow MSC to provide additional parking for the main congregation hall as well as provide for additional administrative space for church personal. In addition, the rooms in the existing single family dwelling would also host group gatherings for church related functions.

As it is shown on the site plan, 36 parking spaces are proposed as well as a one way access road to serve the future spaces and existing building. All the proposed parking is located onsite, no on-street parking is included with the request.

The existing church is located off of Main Street and is operated in a converted grocery store that was initially constructed in the 1980's. The structure has taken on a number of forms since its initial construction, lastly as a church. The success of the church has led to other issues on the property, mainly parking and adequate administration space, which has come as a result of the church's popularity. The applicant is seeking remedy of these issues with the expansion of the church related functions to property adjoining the main congregation hall. It is expected that much of the on-street parking that occurs currently by attendee's will be relaxed when more parking becomes available. In addition, where the current location lacks sufficient administration space, the new expanded location can accommodate those uses.

RECOMMENDATION BY PLANNING AND ZONING:

At the September 4, 2014 public hearing, the Planning and Zoning Commission recommended, with additional conditions 12 and 13, approval of the special use permit to the City Council. The vote was 6-0-1, in favor of the recommendation.

PROPERTY DESCRIPTION

- A. Site Acreage: 0.466 or ±20,299 square feet, known as Assessor Parcel #B0160001011A
- B. Access: The site is served by Denver Street, a ±50-foot wide paved public right-of-way.
- C. Services: The site is served by City sewer and water; the site is also within the City

fire district, and is served by City police. Frontier and Avista provide phone/cable and gas to the property.

Compass Site	Comp Plan Designation	Current Zoning	Surrounding uses/Densities
Site	Residential	Residential A	0.466 acre lot, Existing 1,840 square foot single family dwelling
North	Commercial	Commercial	0.2-0.4 acre commercial tracts/lots
South	Residential	Residential A	0.2-0.5 acre residential tracts/lots
East	Residential	Residential A	0.25-0.5 acre residential tracts/lots
West	Residential/Commercial	Commercial	0.2-1-acre commercial and residential tracts

AGENCY COMMENTS

On July 23, 2014, the application was sent to the following departments and/or agencies for review and comments, Frontier Communications, Avista Gas and Power, Traffic Safety Committee, City of Bonners Ferry Utilities (water and sewer), City of Bonners Ferry Utilities (electricity), City of Bonners Ferry Fire Department, City of Bonners Ferry Police.

- The City Fire Department responded that it had no comment regarding the proposed special use permit.
- The City Streets Department director, John Youngwirth submitted comments requesting a condition requiring a final drainage plan be submitted and approved by the applicant; proposed condition #7 addresses this request. In addition, Mr. Youngwirth also requested approach permits for each of the proposed drives, of which proposed condition #8 addresses specifically.
- The City’s Traffic Safety committee met and included a memo to the file that indicated they had no objection to the proposed special use permit

PUBLIC COMMENTS

At the time of this staff report, the city had received two comments back from the public:

- Brian and Sara Jensen provided a note to the file indicating they had no objections and support the proposal
- J&B’s Tire and Auto Center indicated they were neutral to the proposal.

At the public hearing on September 4, 2014 the following testified regarding the special use permit:

- Nathan Chesire, John Taft and Don Wheeler all spoke in favor of the proposed use.
- Fred Bennent testified in opposition of the use for the following reasons:
 - Dust and limited parking spaces on the property
 - Concerned regarding existing music in the main hall being held in the house on the future site (Staff note: only those uses specific to the request can be considered for conditions of approval. The council cannot through conditions of this site, condition the existing permitted use.)
 - Hours of operation: Mr. Bennent had concerns of church related functions being held on the property, such as weddings and receptions. (Staff note: Condition 12, as supported by Planning and Zoning attempts to address this concern).
 - Zoning providing for commercial opportunities within the residential neighborhoods (Staff note: the zoning district permits churches as a special use, pursuant to the appendix “use” table.)

The applicant provided a written email to the file on September 17, 2014. His comments specifically related to condition 12 and the restrictive nature that is was

supported by the Planning and Zoning commission. A synopsis of the request is below:

One of the conditions that was discussed at the last hearing had to do with not having any activities outside the building. This was brought up by Fred Bennett because he was concerned about noisy weddings, etc. This would be an unusually restrictive condition and we should be allowed normal outside use of the property which would generally be parking lot. Prior to it's use as a parking lot it is possible that some summer Vacation Bible School classes could use the lawn for children's games; but that would not be early in the morning and would only be during the hours when normal people are awake. Also it needs to be understood that weddings and the like would be conducted in the main church building which is not the subject of this piece of property. The building on this piece of property is intended for office and meeting room use. Other church activities such as music, weddings, etc. would be in the main building which should have no bearing on the application for this particular piece of property. That being said, we have been working on measures to mitigate the early morning noise from the music practice in the main church building that Mr. Bennett referred to.

(Staff note: The condition remains the same as recommended by the Planning and Zoning Commission, however, due to the nature of the public hearing procedures, Council may at its discretion modify the text, should they choose to).

STANDARDS REVIEW:

Pursuant to Bonners Ferry City code, sufficient evidence must be found in the record to make conclusions

Standards Review Table- Bonners Ferry City Code (see applicable codes above)	Evidence Provided for in Record
Special Use is provided for in City Code	The site is zone Residential A, §11-2-3C provides for authority of special uses; Appendix B labels Churches as a "S" special use in the table.
Existing Uses	The site currently has a single family dwelling that will be converted to office/gathering space.
Public Facilities that serve the site	The site is served by City sewer and water. Denver Street, a paved city right-of-way serves the existing home. The site is also within the City fire district, and is served by City police. Frontier and Avista provide phone/cable and gas to the property.
Extension of public services/facilities to the site.	All services are existing; no additional public services are anticipated to serve the property (application).
Vehicular approaches- so designed as to not interfere with traffic	The traffic safety committee reviewed the

	proposal provided an August 21, 2014 written response to the application indicating they had no concerns with the proposal and recommended approval of the application.
Hazardous activities	The application does not list any hazardous activities as proposed as part of the request. No hazardous materials are proposed to be stored on site (application).
Natural/historic features maintained	The existing site and home is not listed as a historic building or maintained on any historic registers (State Historical Society, Historic register). No other preservation plans or scenic area plans have been adopted by the City limiting growth in the manner requested with this application.
Parking requirements: 1 space for every 4 seats; 1 space for every 250 square feet of gross floor area.	No additional seats are requested as part of this proposal, rather additional administration space is being sought. However, other types of businesses or use provides for a minimum of 1 space for 250 sq/ft of gross floor area. The existing house is 1844 sq/ft based on information provided by the Boundary County Assessor. Therefore, a minimum of 7.3 or 8 total spaces is required. The application site plan shows 36 spaces.
Drainage Plan, required	A drainage plan, approved by the City is required by the City (§11-13-3B). A preliminary plan was submitted by the applicant, a condition of approval requires the applicant to submit a final plan, approved by the City.

DRAFT MOTIONS BY THE COUNCIL

Motion to Approve: I move to approve this file SUP-001-14, for a special use to expand the Mountain Springs Church onto adjoining property known as the north half of lot 11, block 1 of Bruce's Acres, to allow additional parking and use of an existing single family dwelling as church administration and gathering space, finding that it is in accordance with the general and specifics goals and standards of City of Bonners Ferry Comprehensive plan and City of Bonners Ferry zoning code pertaining to special uses as enumerated in the following findings of fact and conclusions of law. I further move to adopt the following findings of fact and conclusions of law and including the conditions of approval (as amended, or as submitted) and enumerated in the staff report.

The actions to be taken to obtain the special use permit is to complete the conditions of approval as adopted.

This action does not result in a taking of private property.

Motion to Deny: I move to deny this file SUP-001-14, for a special use to expand the Mountain Springs Church onto adjoining property known as the north half of lot 11, block 1 of Bruce's Acres, to allow additional parking and use of an existing single family dwelling as church administration and gathering space, finding that it is not in accord with the following conclusions of law [READ CONCLUSIONS OF LAW AND SPECIFICALLY WHICH CONCLUSIONS OF LAW FAIL TO MEET THE REQUIREMENT] of approval as outlined in the staff report and the testimony received at the public hearing. Furthermore, I move to adopt the following findings of fact and conclusions of law (read conclusions 1-10 noting the findings that support your claim and which conclusions does it fail to meet)

The actions to be taken to receive approval is

1. Submit a new petition that meets the standards of the City of Bonners Ferry special use permit applications; or
2. Pursue such remedies as provided for at Title 67 Chapter 65, Idaho Code.

This action does not result in a taking of private property.

CONCLUSIONS OF LAW

***The above staff report and subsequent evidence in the record provides for the findings of fact required in order to make any conclusion of law. Based upon those findings, the following conclusions are adopted by the City Council.**

Conclusion 1:

The proposal was review for compliance with City of Bonners Ferry Code Section: §11-5-3, §11-5-4, §11-5-5, §11-5-6, §11-13-3, §11-13 4, &5, §11-14-7 & 8, §11-2-3C; Therefore, the proposal **is/is not** in accordance with the applicable standards.

Conclusion 2:

The special use **is/is not** a special use, as allowed for in the zone district in which it is located:

Finding: The site is zone Residential A;

Finding: Appendix B of the City code provides for "S" [Special] for Churches under Residential A category.

Conclusion 3:

The use **is/ is not** in general conformance with the general or specific objective of the comprehensive plan and zoning ordinance:

Finding: The residential A zoning provides for church facilities as a special use (appendix B, City of Bonners Ferry Code).

Finding: The proposed use complies with standards of special use permits, parking and sign requirements of Bonners Ferry City Code (see applicable sections of BFGD, listed above).

Finding: Surrounding properties consists of residential and commercial uses (see above uses/density table)

Conclusion 4:

The use **will/will not** be designed, constructed, operated and maintained to be harmonious

and appropriate in appearance with the existing or intended character of the general vicinity. Therefore, the use **will/will not** change the essential character of the area.

Finding: The application does not propose to alter the outside appearance of the existing single family dwelling.

Finding: An additional 36 parking spaces will be created to support the main congregation hall, as shown on the site plan. A minimum of eight (8) spaces are required.

Finding: The site is located in an area of mixed uses, commercial and single family residences (city current zoning map).

Finding: The applicant has proposed mitigation factors, including such things as a site obscuring fence (pg. 3 Application).

Conclusion 5:

The use **will/will not** be hazardous or disturbing to existing neighboring uses.

Finding: The residential A zoning provides for church facilities as a special use (appendix B, City of Bonners Ferry Code).

Finding: The application does not list that hazardous materials or hazardous items will be stored onsite.

Finding: The proposed use complies with standards of special use permits, parking and sign requirements of Bonners Ferry City Code (see applicable sections of BFGD, listed above)

Finding: Surrounding properties consists of residential and commercial uses (see above uses/density table).

Finding: The applicant has proposed to mitigate the use with a site obscuring fence (page 3 of the application).

Conclusion 6:

The use **is/is not** served by adequate public facilities and services which **will/ will not** create excessive additional requirements at public cost for public facilities and services and **will/will not** be detrimental to the economic welfare of the community.

Finding: The site is currently served by City water and sewer.

Finding: The road serving the property is currently a ±50-foot wide paved public right-of-way.

Finding: The applicant does not proposed to extend any additional services to serve the proposed use.

Conclusion 7:

The use **will/will not** involve activities, processes, materials, equipment and conditions of operation that will be detrimental to any persons, property or the general welfare by reason of

excessive production of traffic, noise, smoke, fumes, glare, odor, or other factors determined to be nuisances.

Finding: The applicant proposes to use the property as overflow parking for the existing church (application).

Finding: Peak operation times of the property will coincide with the congregation schedules.

Conclusion 9:

The use **will/will not** have vehicular accesses that create interferences with traffic on surrounding public thoroughfares.

Finding: The use will be served by existing Denver Street, a City owned right-of-way. Additional encroachments may be sought by the applicant to install a 1-way semi-circle drive to access the parking spaces shown on the site plan.

Finding: The traffic safety committee reviewed the proposal provided an August 21, 2014 written response to the application indicating they had no concerns with the proposal and recommended approval of the application.

Conclusion 10:

The use **will/will not** result in the destruction, loss or damage of a natural, scenic or historic feature of major importance.

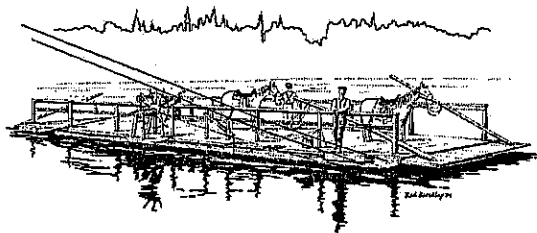
Finding: The site is not located on a known historic register (Idaho State Historical Office, register list).

Finding: The site is not known to be located on any maps or plans identifying the area as a natural or scenic preserve.

CONDITIONS OF APPROVAL

1. All applicable conditions of approval shall be met or maintained prior to issuances of the Special Use Permit by the City. Any condition that runs with the land shall stay in affect while the use is in operation. Failure to meet any condition of approval may be grounds for revocation of the permit by the city.
2. The use shall be developed and operated in accordance with the approved application, site plan, or conditions as approved with this application. Failure to comply within the bounds of this permit, may result in revocation of the permit by the City.
3. The special use permit shall not supersede any deed restriction(s).
4. Pursuant to I.C. 67-6512D2-3, the city may regulate the timing and duration of development. Therefore, this special use permit shall expire if not recorded by the City within 2 years of the date of approval.
5. Prior to recording of the special use, the applicant shall provide a copy of the conveyance document, recorded with the County Records office, to Mountain Springs Church, which shall reference the correct legal description as the North Half of Lot 11 Block 1, Bruce's Acres Addition to the City of Bonners Ferry.

6. The use shall run only with Mountain Springs Church and shall not extend outside the recorded legal description, known as the North Half of Lot 11 Block 1, Bruce's Acres Addition to the City of Bonners Ferry. Subsequent owners of the parcel shall be required to apply for a special use permit if they desire to continue the use or if the use is moved to a different location.
7. Prior to recording of the special use permit, the applicant shall submit a final drainage plan, to the satisfaction of the City Engineer and/or street superintendent. A letter, signed by the City Engineer or Street Superintendent as meeting the intent of the parking ordinance, shall constitute compliance with this condition.
8. The applicant shall obtain approach permits from the Streets Department for the two one-way approaches off of Denver Street. A copy of the approved permits shall be submitted by the applicant prior to commencement of the use on the site.
9. The applicant shall apply for a building permit for any out-door signage that maybe requested as part of this special use permit.
10. Hours of operation shall be limited from the hours of 8:00am to 9:00pm Monday – Friday and between the hours of 7am and 9pm on Saturday and Sundays.
11. The applicant shall install, to the satisfaction of the City, a site obscuring fence along the south and east property lines of the property. The fence shall be in keeping visually with other fencing or improvements in the area. Maintenance of the fence shall be the responsibility of Mountain Springs Church or the current landowner.
12. Church related functions shall be limited to gatherings within the confines of the existing structure as show on the approved site plan.
13. The applicants, prior to recording of the special use permit, shall provide a dust abatement plan to the city for approval and shall comply with the approved plan while the use is in commencement.



CITY OF BONNERS FERRY

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

Staff Report for City Council Title 2, Chapter 1 Code Amendment File #CA01-14

Prepared by: Lisa Ailport, AICP
Contract Planner with Ruen-Yeager and Assoc.
219 Pine Street
Sandpoint, Idaho 83864

Project Description: The City of Bonners Ferry is considering amendments to its Title 2, Chapter 1, regulatory ordinance pertaining to the operation and conducting of the Planning and Zoning Commission. The purpose of the change is to allow for additional flexibility in Planning Zoning quorums, providing for term limit approval, providing for standards of commission members and providing for opportunities to remove members, among other changes.

Applicant: City of Bonners Ferry
P.O. Box 149
Bonners Ferry, Idaho 83805

Notice Provided: Notice of the public hearing to consider the amendment to Title 2, has been provided as least 15-days prior to the hearing to the political subdivision providing services in the City of Bonners Ferry, to area newspapers, radio and television stations, the school district and the manager at the Boundary Community Airport. In addition, public service announcements have been provided to the area and Spokane public radio and television stations.

Hearing Dates: September 4, 2014 Planning and Zoning
October 9, 2014 City Council

PROJECT SUMMARY

The Bonners Ferry Planning and Zoning (P/Z) Commission has initiated review and changes to Title 2, Chapter 1 of the Bonners Ferry City Code to address modifications to include the following (a copy of the current ordinance and proposed draft ordinance can be found at City hall):

§2-1-2A Membership; Vacancies; Compensation:

§2-1-3 Qualification; Term:

§2-1-4 Organization; Rules; Meetings:

§2-1-6 Time limitations for response.

A public workshop was held to discuss the changes on July 17, 2014, wherein the P/Z commission discussed the proposed changes and requested additional clarity in portion of the code. The following section breakdown addresses each section of the code and the reasons for the proposed changes.

STAFF ANALYSIS

§2-1-2A Membership; Vacancies; Compensation:

The purpose of the changes illustrated in this section deals the ability for the P/Z Commission to have flexible minimum members appointed by the Council. Currently the Commission has a minimum of 7 members necessary to be appointed and confirmed by the Council. The majority of the current 7-members Commission have served between 6-12 years, and finding interest in new members to serve is becoming difficult. While it is anticipated that the 7 member board will continue, by allowing modifications to the minimum numbers will prove flexible when a position cannot be immediately filled. I.C.67-6504 provides for Planning and Zoning commissions to be maintained at a minimum of 3 and not more than 12 voting members. The proposed language would allow for a minimum of 5 and not more than 7 voting members, which is in alignment with statute.

§2-1-3B Qualification; Term:

The current language provides for terms of office to be four (4) years and two (2) years; the suggested language provides for four (4) years and three (3) years in order to lengthen the time serving. This would lessen need to fill vacancies as often as every two years. I.C. provides for a maximum term of office to be six (6) year, therefore the request within the statutory authority to lengthen.

§2-1-3C Qualification; Term:

Currently, the city code prohibits Commission members from serving any more than two consecutive terms. I.C. allows for additional consecutive terms provided the council approves the additional terms with a 2/3rds vote. Language within the above section will reflect the ability for those interested members to continue serving, provided council approves.

§2-1-3D Qualification; Term:

The Commission seeks to provide language in Title 2 to provide clarity for removal of Commission members. It was requested by the Chair of the Planning and Zoning Commission that the cause for removal be easy to identify and clarified. A workshop held on July 17, 2014 vetted out some of the requests by the Planning and Zoning Commission, and Staff attempted to provide the clarity with section 2-1-3D[1-3].

§2-1-4A Organization; Rules; Meetings:

Section A deals with the responsibility of the Commission to elect a chair. However, the wording is ambiguous, regarding the first line *"At the first meeting, the commission shall elect a chair..."* New section A1 and A2 seek to clarify with when first meeting is, and what other committees maybe created as a function of the P/Z Commission.

§2-1-4D Organization; Rules; Meetings:

A new letter D is proposed to provide expectation of members. This section simply is to guide new P/Z members as to the expectation the member is to serve to. In addition, it also provides the minimum guidelines of Idaho Code's requirement that the Commission is required to meet monthly and at a minimum nine (9) times per calendar year.

§2-1-6 Time limitation:

Currently Title 2 provides for response times when council directs a problem/issue to the P/Z commission of 20 days to respond back to council. However, now that council has set regular meeting dates each month, it is requested by council that if a regular schedule meeting is the most opportune time to deal with the problem provided by council, then a longer response time may be necessary in order to accommodate that response. At this time, the Commission has set the third Thursday of every month for its regular scheduled meeting time. While special meetings can be arranged, if it cannot be accommodated then we know we can address it at the next available monthly meeting. Because of this request, P/Z is requesting a response time of 45 days to accommodate the council's request.

AUTHORITY

This ordinance amendment is proposed under the authority granted at Sections 1-1-3 Bonners Ferry City Code, and §50-902, 50-903 and 67-6507, Idaho Code and is subject to procedural requirements contained at Section 67-6509 and Section 1-1-3 and 2-1-5B of the Bonners Ferry City Code.

PLANNING AND ZONING RECOMMENDATION

The Planning and Zoning Commission unanimously recommend approval to the City Council of the text amendment at its public hearing held on September 4, 2014. A small notational change under section 2-1-3 was recommended for deletion regarding the need for a public hearing in order to remove a member. In lieu of this language, the new language provides for the majority approval but lacks the need for a public hearing. This language was suggested by the Commission initially but failed to make the draft change. The corrected language is in line with the recommendations by the Commission.

PUBLIC WORKSHOPS AND AGENCY COMMENTS

Staff sent notice of the proposed ordinance amendments to all taxing districts in the city and the county public airport, pursuant to I.C. 67-6509. Notice has also been sent to the media in the area and region. To date, no comments have been received from either public agencies or the public.

In addition to the noticing for the code amendment, the Planning and Zoning Commission held a public workshop to discuss the matter at its regularly scheduled meeting on July 17, 2014 and then again discussed the matter in old business at its August 21, 2014 regular meeting.

ATTACHMENTS

- Public service announcement
- Revised Draft Ordinance
- Legal Notice
- Current Title 2, Chapter 1
- Minutes of the July 17, 2014 and August 21, 2014 P/Z Workshop(s).

MOTIONS BY GOVERNING BODY

Motion to Approve: I move to recommend approval of this amendment file, CA01-14, amending City of Bonners Ferry Code, Title 2, Chapter 1 pertaining to the operation and conducting of the Planning and Zoning Commission. The purpose of the change is to allow for additional flexibility in Planning Zoning quorums, providing for standards of commission members, providing for additional language on term limits and providing for opportunities to remove members, among other changes, finding that it is in accord with standards of Bonners Ferry City Code and as enumerated in the following conclusions of law and based upon evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. I further move to adopt the following findings of fact and conclusions of law as written (or as amended).

This action does not result in a taking of private property.

Motion to Deny: I move to deny this file CA01-14, amending City of Bonners Ferry Code, Title 2, Chapter 1 pertaining to the operation and conducting of the Planning and Zoning Commission, based upon the following conclusions [REFER TO THE FOLLOWING CONCLUSIONS OF LAW AND SPECIFIC WHICH CONCLUSIONS THE REQUEST FAILS TO MEET].

This decision is based upon the evidence submitted up to the time the Staff Report was prepared and testimony received at this hearing. I further move to adopt the following findings of fact and conclusions of law as amended.

This action does not result in a taking of private property.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

Conclusion 1:

The proposal **is/is not** in accordance with the applicable standards.

Finding: The proposal was reviewed for compliance with §1-1-3, 2-1-5B Bonners Ferry City Code and §50-902 and §50-903, Idaho Code for authority, in addition §67-6509, Idaho Codes for procedures.

Conclusion 2:

The change constitutes sufficient compliance with statutory requirements pertaining to the amendment or revision.

Finding: All sections of the above amendments are within the authority provided at I.C. 67-6504.

Conclusion 3:

The City **has/has not** received any objections to the amendment or through the public hearing process.

Finding: Public comments have not been received to the file regarding any objection.

Finding: Planning and Zoning Workshops were noticed and held July 17, 2014 and August 21, 2014 and were open to the public for comments and suggestions. No public testimony was received at those workshops (P/Z minutes).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING PROVISIONS WITH BONNERS FERRY CITY CODE TITLE TWO, CHAPTER ONE, CONCERNING THE PLANNING AND ZONING COMMISSION; PROVIDING FOR COMMISSION SIZE; PROVIDING FOR TERM OF SERVICE FOR COMMISSION MEMBERS; PROVIDING FOR MEMBER REMOVAL; PROVIDING COMMISSION ORGANIZATIONAL GUIDELINES; PROVIDING FOR EXPECTATIONS OF MEMBERS; PROVIDING FOR TIME LIMITATIONS; PROVIDING SEVERABILITY; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council have deemed it in the public interest to amend and enact new provisions within Bonners Ferry City Code Title Two, Chapter One, for the purpose of clarifying the existing chapter and making changes deemed to be in the best interest of the citizens of the City of Bonners Ferry including enacting standards of service for appointed Planning and Zoning Commission members, enacting organizational guidelines for the Commission and enacting term of service lengths.

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

Section 1: That Bonners Ferry City Code Section 2-1-2 is hereby amended to read as follows:

- A. Appointment: ~~The commission shall consist of seven (7) members, appointed by the mayor and confirmed by the council.~~ The commission shall consist of minimum of five (5) and not more than seven (7) members, appointed by the mayor and confirmed by the council.

Section 2: That Bonners Ferry City Code Section 2-1-3 is hereby amended to read as follows:

- A. Residency: Appointed members of the commission must comply with a residency requirement as established from time to time by the legislature, and must remain a resident of the city during service in the commission.
- B. Term: Term of office for the first appointed members shall be four (4) members serving for four (4) years, and three (3) members serving for ~~two (2) years~~ three (3) years. Thereafter, the term of office for each appointed member shall be four (4) years.
- C. Consecutive Terms: No person shall serve more than two (2) consecutive terms without specific concurrence by two-thirds (2/3) of the city council adopted by motion and recorded in the minutes.
- D. Vacancies: Vacancies occurring otherwise than through the expiration of terms shall be filled by the mayor and confirmed by the council.
- E. Removal: Members may be removed after a majority recommendation vote of the commission or by majority vote of the city council. Removal of a member shall be for good cause, as outlined below:

1. Failure to attend 3 consecutive meetings or 6 of the 9 monthly schedule meetings within the calendar year, without cause or dismissal by the Chair.
2. Blatant violations of City Code, procedural due process or Idaho Code, or
3. Violations of conflicts of interest.

Section 3: That Bonners Ferry City Code Section 2-1-4 is hereby amended to read as follows:

- A. Officers: At the first meeting, the commission shall elect a chairman and create and fill such other offices as may be deemed necessary.
 1. The commission, shall at a regular meeting elect a chairman and create and fill such other offices as may be deemed necessary. The commission shall elect a chairman yearly, or within twelve (12) months of the previously elected chair.
 2. A commission may establish subcommittees, advisory committees or neighborhood groups to advise and assist in carrying out the responsibilities under this chapter. A commission may appoint nonvoting ex officio advisors as may be deemed necessary.
- B. Procedural Regulations: Written procedural regulations consistent with the laws of the state for transaction of business and hearings shall be adopted by the commission.
- C. Meetings:
 1. Regular Meetings: At least one regular meeting shall be held each month for not less than nine (9) months in a year.
 2. Special Meetings: Special meetings may be called by the chairman or two (2) members of the commission as determined necessary pursuant to giving notice in the manner provided by law.
 3. Open Meetings: All meetings shall be open to the public.
 4. Quorum: A majority of resident members of the commission shall constitute a quorum.
 5. Record: A record of all meetings shall be kept and maintained.
- D. Expectations: Removal of a Member: It is expected that a member of the Planning and Zoning Commission attend monthly meetings and special as set by the commission. At least one (1) regular meeting shall be held each month for not less than nine (9) months in a year. Failure to attend monthly meetings and special meeting as set by the commission may result in removal of the commission member by a majority vote pursuant to §2-1-3E.

Section 4: That Bonners Ferry City Code Section 2-1-6 is hereby amended to read as follows:

~~When the council directs a problem to the planning and zoning commission for action, the commission shall submit its reply to the council within twenty (20) days of the date it received the request from the council. When the council directs a problem to the planning and zoning commission for action, the commission shall submit its reply to the council within forty five (45) days, of the date it received the request from the council.~~

Section 5: PROVISIONS SEVERABLE: The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision

to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

Section 6: EFFECTIVE DATE: This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this _____ day of _____, 2014.

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

Clerk, City of Bonners Ferry

City of Bonners Ferry
Parade Permit Request

Applicant: Bonners Ferry High School Homecoming
(Organization)

Are you a non-profit: If yes, non-profit # _____

Do you have insurance for this event: Yes Policy: Boundary County District School

Address: 7188 Oak Street

Purpose: Homecoming Parade

Parade Date: October 17 Time: 12:00

Describe parade route & include sketch: Normal route

- * No throwing candy or items from other vehicles (must be handed out)
- * No sirens during parade
- * No-debris left on street. If animals are to be in the parade there must be someone designated to follow and clean up after them.

Special conditions: N/A

I request approval for the above parade, and agree to the terms and conditions. I am an authorized representative of the group making application.

Signature: [Signature] Title: Principal Phone: 267-3149

Date of request: 9-25-14 (minimum of 30 days advanced notice required.)

Approved: Chief of Police: _____ Date: _____

Mayor: _____ Date: _____

Fees Paid:

Special Event Fee \$35.00 ^{N/A} Waived _____ Paid _____ Date: _____

Cleanup Fee \$100.00 Waived _____ Paid _____ Date: _____

HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE

***** INITIAL EACH PARAGRAPH, SIGN AND RETURN THIS DOCUMENT WITH YOUR APPLICATION*****

***** PLEASE RETAIN A COPY FOR YOUR RECORDS *****

ACTIVITY: Homecoming Parade '14

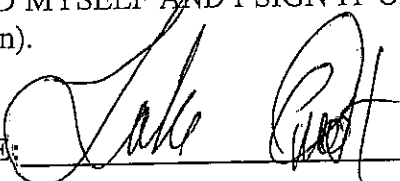
BFHS In consideration for being permitted by the **City of Bonners Ferry, Idaho** to participate in the above activity, I hereby waive, release, and discharge any and all claims for damages for personal injury, death, or property damage which I may have or which may hereafter accrue as a result of my participation in said activity. This release is intended to discharge and indemnify, in advance, the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) from and against any and all liability arising out of or connected in any way with my participation in said activity, even though that liability may arise out of negligence or carelessness on the part of the **City of Bonners Ferry, Idaho** (its officers, employees or agents).

BFHS I further agree that this hold harmless agreement further binds any corporation, person and/or entity which I may own, represent or be an agent for, throughout the activity, to include preparation and conclusion activities. It is my express intent that this Acknowledgement of Risk and Waiver of Liability shall serve as a release, discharge and assumption of risk for my heirs, estate, executor, administrator, assignees and all members of my family

BFHS I understand that the above activity may be of a hazardous nature and/or include physical and/or strenuous exercise or activity, that serious accidents occasionally occur during the above activity; and that participants in the above activity occasionally sustain mortal or personal injuries and/or property damages as a consequence thereof. Knowing the risks involved, nevertheless, I have voluntarily applied to participate in said activity, and I hereby agree to assume any and all risks of injury or death and to release, indemnify and hold harmless the **City of Bonners Ferry, Idaho** (its officers, employees, and agents) who through negligence, carelessness, or any other act or omission might otherwise be liable to me. I further understand and agree that this waiver, release, and assumption of risks is to be binding on my heirs and assigns.

BFHS I further agree to indemnify and to hold the **City of Bonners Ferry, Idaho** (its officers, employees and agents) free and harmless from any loss, liability, damage, cost, or expense which they may incur as a result of any injury and/or property damage that I may sustain while participating in said activity.

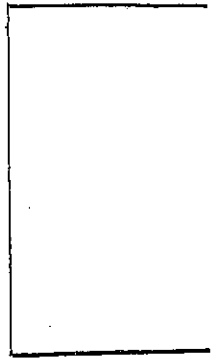
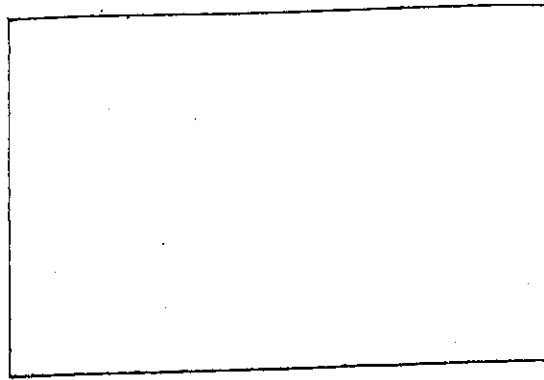
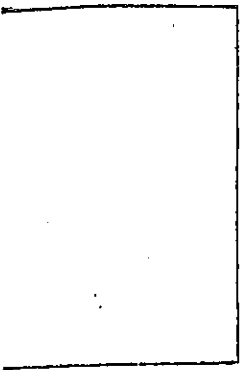
BFHS I HAVE CAREFULLY READ THIS HOLD HARMLESS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE **CITY OF BONNERS FERRY, IDAHO**, AND MYSELF AND I SIGN IT OF MY OWN FREE WILL. (Each participant / vendor must personally sign).

SIGNATURE:  DATE: 9/29/14

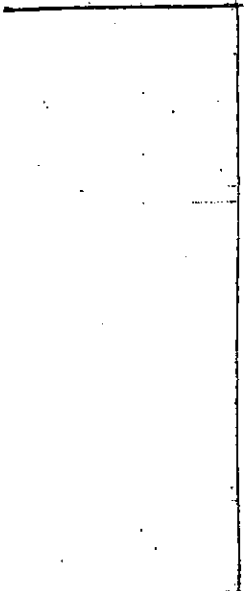
PRINT NAME: Luke Oredt ADDRESS: 6485 Tamarack

TELEPHONE # _____

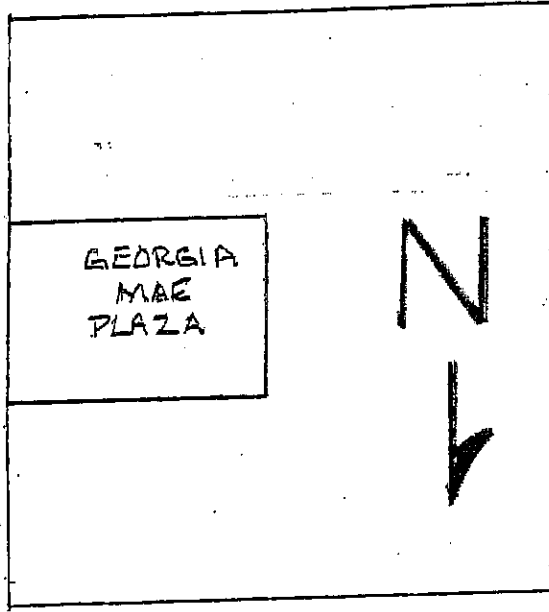
ARIZONA STREET



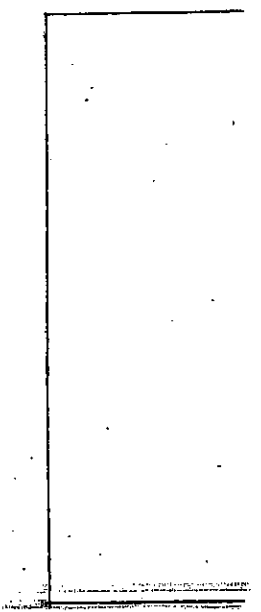
KOOTENAI STREET



MAIN STREET

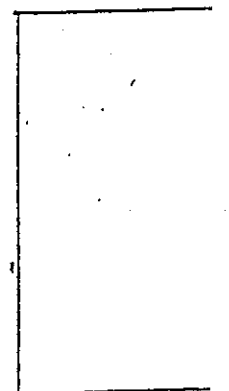
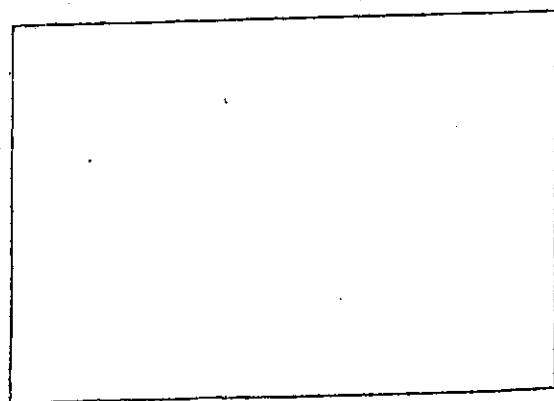
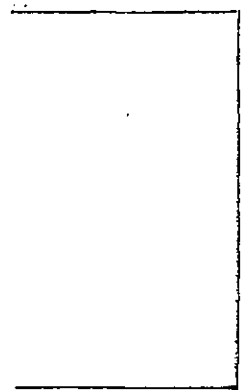


FIRST STREET



BONNER STREET

TO FAIRGROUNDS →



CITY OF BONNERS FERRY
CATERING PERMIT APPLICATION

RECEIVED

SEP 17 2014

CITY OF BONNERS FERRY

Owners Name: Jill/Dan Nystrom

Business Name: Rusty Moose Tavern & Grill

Business Address: 8 7211 Main St.

State Beverage License Number: 15036

I hereby request a catering permit for the following dates: SAT Oct. 11

from the hours of 9 a.m./p.m. to 11 a.m./p.m. at the

following location: Bonner Street Adjacent to Building

Catering will be done for the following group or organization sponsoring the

event: Music Festival

Type of Event: Music

Wine: Beer: Hard Liquor:

Jill Nystrom 9-17-14
Signature of the Licensee Date

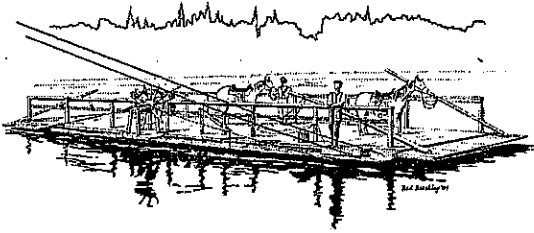
Jill Nystrom
Printed Name

Address: 86 Mango St Wayce Phone: 267-1950
Spring

Date Submitted to City Council _____

A non-refundable fee of \$20 per day is required with the application

Please make check payable to: City of Bonners Ferry
P. O. Box 149
Bonners Ferry, ID 83805



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 5 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Tree Trimming Services.

This memo is to recommend that the City enter into a contract with Asplundh for tree trimming services. The cost is \$1,468.40 per day for up to three weeks, for a total cost of \$22,026.00. This has been budgeted.

This work will focus on tree trimming where there is significant benefit to having arborist trim the trees.

STB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Asplundh Tree Expert Co. herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Powerline Tree Trimming and provide a three man crew, chipper, and aerial lift.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

Specifications and scope of work as shown in attached proposal.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

CONTRACTOR shall complete the project by 31 December, 2014.

CONTRACTOR will commence work on the project on _____, 20____ and continue until this Agreement is terminated by _____ days written notice by either party.

CONTRACTOR will work at various times from 1 January 2013 and continue until 31 December 2017 unless this Agreement is terminated with thirty (30) days written notice by either party.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

\$1,468.40 per day. See attached bid proposal.

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.

6. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 which shall name and protect CONTRACTOR, all CONTRACTOR'S employees, ENTITY and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR'S acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided, and require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ,

and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.

9. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

11. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this _____ day of _____, 20 _____.

ENTITY:

CITY OF BONNERS FERRY
(Governmental Entity)

CONTRACTOR:
By _____
(Name)

By _____
Dave Anderson MAYOR

Its _____
(Title or Office)

ATTEST:

Kris Larson, Clerk

WITNESS:

(Signature of Witness or Notary Public)

Form and content approved by _____ as attorney for _____
(Governmental Entity).

ASPLUNDH

ASPLUNDH TREE EXPERT CO.

7624 N. E 175TH STREET, SUITE 5, KENMORE, WA 98028-3509 • AREA CODE 425 • TELEPHONE 483-9339

Bonnors Ferry

2014

	ST	OT	DT
Foreman	\$ 62.52 ✓	\$ 90.65	\$ 109.41
J. Trimmer	\$ 55.26 ✓	\$ 80.13	\$ 96.71
Groundman	\$ 41.32 ✓	\$ 59.92	\$ 72.31
App4	\$ 50.00	\$ 72.51	\$ 87.51
App3	\$ 47.83	\$ 69.35	\$ 83.70
App2	\$ 45.66	\$ 66.20	\$ 79.90
App1	\$ 43.47	\$ 63.03	\$ 76.07
Operator	\$ 62.52	\$ 90.65	\$ 109.41
Spray For	\$ 59.22	\$ 85.87	\$ 103.63
Spray Helper	\$ 45.66	\$ 66.20	\$ 79.90
Flagger	\$ 48.79	\$ 70.74	\$ 85.38

55' Lift	\$ 18.00 ✓
60-70 lift	\$ 25.00
Dump Truck	\$ 9.50
Chipper Self Feed	\$ 6.00 ✓
Cell Phone	\$ 0.45 ✓

Approved _____ Title _____ Date _____

103.55 per hour
1,468.40 per day
3 weeks \$22,026

Electric Guys

From: Kevin Dove <kdove@Asplundh.com>
Sent: Monday, September 15, 2014 1:06 PM
To: Electric Guys
Subject: RE: tree trimming
Attachments: BONNERS FERRY 2014.pdf

I'm sure we can work something out with you. Randy Clark will be the contact for scheduling the crew. His number is 509-570-2945.

Please sign the attached 2014 rate approval and send back to me.

Thanks,

Kevin

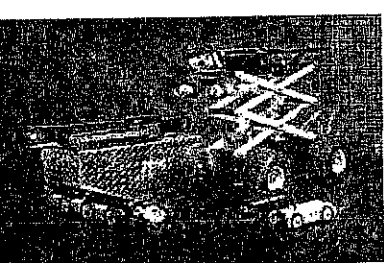
Kevin Dove
Vice President-Asplundh
7524 NE 175th Street
Kenmore, WA 98028
425-483-9339 office
425-806-9750 fax
425-223-1590 cell

SafeProduction

Safety First...No One Gets Hurt!

From: Electric Guys [mailto:electricguys@bonnersferry.id.gov]
Sent: Monday, September 15, 2014 12:52 PM
To: Kevin Dove
Subject: tree trimming

We are looking into seeing if your crew is available this fall or early winter in Bonners Ferry. We have 2 to 3 weeks work for sure possibly more. Let me know your schedule. Thanks, Kevin 1-208-946-1960



WESTERN SYSTEMS

REFUSE & STREET EQUIPMENT

Quote Number:
140046

12250 SE Capps Rd.
Clackamas, OR 97015
(503) 496-0488 Fax: (503) 594-6901

911 N. Thierman Rd.
Spokane Valley, WA 99212
(800) 456-7886 Fax: (509) 922-1302

City of Bonners Ferry
Bonners Ferry, ID

webcontact@westernsystem.com
<http://www.westernsystem.com/inspectionpage.htm>

Date: 2/12/2014
Expiration: 3/29/2014
Salesperson: Martin Baldwin

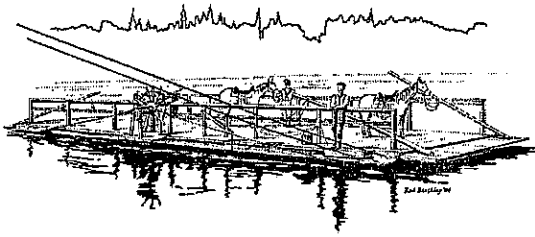
Sales Quotation

ATTN: ALAN

Line #	Part #	Description	Price	Qty	Extend
1	040-04500-004	Winlogger II P.O.S.M. Pro Data Acquisition System (1) - Rack mountable Winlogger II computer with DVD-RW and CD-RW recorder (1) - P.O.S.M. software with MPEG video and JPEG snapshots (1) - Winlogger II overlay (1) - Keyboard (1) - PS/2 optical mouse (1) - Set computer speakers (1) - Cable kit, Winlogger II (1) - 650 watt ups battery backup (3) - Year C.P.U. warranty	\$15,300.00	1	\$15,300.00
2	704-32276		\$625.00	1	\$625.00
3	451-34126	Rack Mount Computer Monitor	\$95.00	1	\$95.00
4	045-01000-02	Color Ink Jet Report Printer, Winlogger	\$235.00	1	\$235.00
5	950-31728	Installation, P.O.S.M. Pro Into Customer's Unit	\$750.00	1	\$750.00
6	950-18024-3	Training, RST Equipment/P.O.S.M., Other Personnel, Per Day, Includes all travel related expenses.	\$1,200.00	1	\$1,200.00
7	950-33941-2	Technical Support, P.O.S.M. Pro Software, Two Year	\$2,500.00	1	\$2,500.00
8	950-18039	Shipping Charges Not Included FOB Petaluma Terms: Note: Price quoted does not include state or local taxes		1	
9	040-04520-10	Must have an inclinometer camera. Please contact factory for Camera Inclinometer upgrade. Inclinometer Upgrade Interface, Winlogger For Use With P.O.S.M. Pro	\$2,500.00		

This is for all new Computer System.

Sub-Total	\$20,705.00
Tax	
Total	\$20,705.00



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 5 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Christmas Decorations.

Every Thanksgiving week at the City is Christmas decorations week. The City puts up a significant amount of Christmas decorations. Historically these have been originally donated to the City by various groups and individuals and the City has paid for repairs and bulb replacements.

At this time we have a number of decorations that were donated shortly after the downtown revitalization around 2002. These decorations are at or near the end of their life.

There has been a suggestion to dedicate the proceeds from our scrap metal sales to new decorations. This would be around \$2,000 per years. One of the replacement ideas that we would like to recommend is replacing the wreaths with snowflakes, similar to what Sandpoint uses. The snowflakes run around \$200-\$300 depending on the size.

SJB



October 1, 2014

Dear Mayor & Council:

As a member of the ICRMP Joint Powers Agreement, it is once again your right to participate in the ICRMP Board of Trustees nomination and election process. The incumbent trustee from your region (City of Caldwell Mayor Garret Nancolas) desires to run for another two-year term on the ICRMP Board. **If you do not propose to nominate a candidate to compete against Garret Nancolas, you do not need to act further for the region seat until ballots are sent out.**

At the bottom of this letter is the ICRMP Board of Trustees Nomination Form. To nominate a candidate for the Region 1 seat other than Garret Nancolas, you may enter the name of a Mayor or Council Member from an ICRMP member within your region in the space provided below. A list of city members within Region 1 is on the back of this form. After your governing board has confirmed the nomination as evidenced by the mayor's signature, return it to the ICRMP office in one of the following ways: self-addressed envelope, submit it by facsimile to (208) 336-2100 or e-mail a scanned image to intake@icrmp.org for receipt by October 24, 2014 at 5:00 P. M., Mountain Daylight Time, if you wish to nominate a candidate.

Thank you, for your participation in the nomination process. Election ballots will be mailed to you on November 7, 2014, if multiple candidates are nominated.

ICRMP, Region 1, Board of Trustees Nomination Form

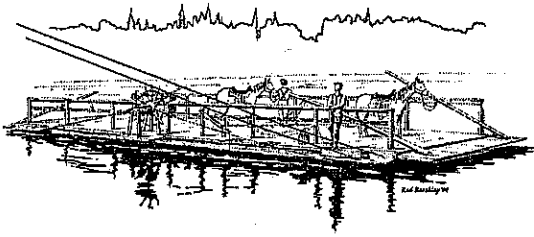
IMPORTANT NOTE: IF YOU DO NOT WISH TO NOMINATE SOMEONE TO CHALLENGE THE INCUMBENT TRUSTEE SEEKING RE-ELECTION, THIS NOMINATION FORM NEED NOT BE RETURNED. A BALLOT WILL BE DELIVERED IN NOVEMBER, 2014, AFTER THE GENERAL ELECTION ONLY IF THERE ARE ANY OTHER NOMINATIONS.

_____, Nominee for Region 1, Representative
(if other than already nominated Incumbent Garret Nancolas, Region 1, Representative)

Nomination approved by the _____ governing board on
the ____ day of October, 2014.

Mayor (signature)

Mayor (print name)



MEMO

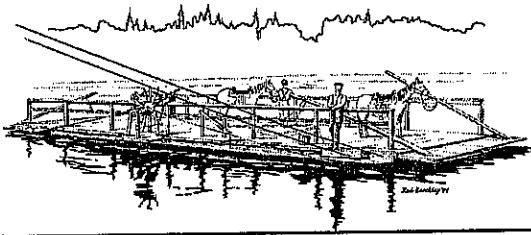
CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 5 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: City Yard Paving.

The City has done a significant amount of excavation in the yard over the past 5 years. Starting with the water line for upper Oak Street and finishing with replacing our domestic water lines and communications between shops. At this time we are completing all of the excavation that we know need to be done.

We expect to have a proposal ready by Thursdays council meeting to pave approximately 30,000 square feet of the yard. We have requested quotes from the two asphalt companies in Sandpoint, Interstate and Wood's. The anticipated cost is around \$60,000 (\$2 per square foot) and will be shared by the Electric and Water departments.

SJB



CITY OF BONNERS FERRY

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

Quote – 2014 – CITY YARD PAVING – Addendum 1

ITEM	UNIT PRICE	PAY UNIT	Est. Units	TOTAL
Grading per drainage plan		Square Foot	30,000	
Asphalt Patching (<8' width – 2.5 Inch minimum thickness)		Square Foot	500	
Asphalt Overlay (1.5 inch minimum thickness)		Square Foot	0	
Asphalt Paving (2.5 Inch minimum thickness)		Square Foot	30,000	
¾" Crushed Rock		Cubic Yard	60	
	TOTAL (numbers)			
	TOTAL (words)			

Understanding that this lump sum price and per unit prices includes all permit fees, sales and consumer use taxes, etc. required by law or regulation in the place where the work is performed.

Signed _____

Name and Title _____

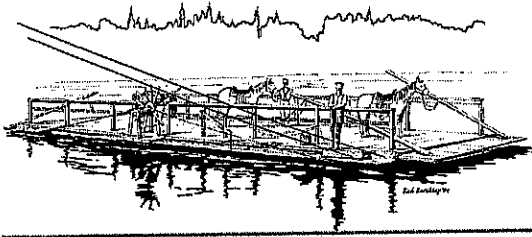
Date _____

Company Name and Address _____

Phone Number _____

Idaho Contractors License Number _____

Public Works Contractors License Number _____



CITY OF BONNERS FERRY

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

26 September 2014

Subject: 2014 – City Yard Paving

The City of Bonners Ferry is requesting quotations to pave areas of the City Yard, located at 7232 Washington Street. Attached performance and payment bonds will be required from the successful bidder. Further, this bid is written as square foot – per unit bid. All work shall be in accordance with the 2010 Idaho Standards for Public Works Construction and meet the following specifications and conditions.

Responses to this request for quotes are per Idaho Code Title 67 Chapter 28 and Title 54 Chapter 19. If you desire to provide a quote for this project, your written quote shall be delivered to City Hall on the attached form by no later than 2:00 p.m. Tuesday, 7 October 2014. If you have any objections to these specifications, they need to be submitted in writing to City Hall by 2:00 p.m. Friday, 3 October 2014.

This work will consist of two phases:

First, will be grading the area to be paved so that drainage occurs per the attached sketch.

Second, will paving the area approximately as shown with final area determined between the City and Contractor after the final grading is completed.

The City desires to complete this work this construction season.

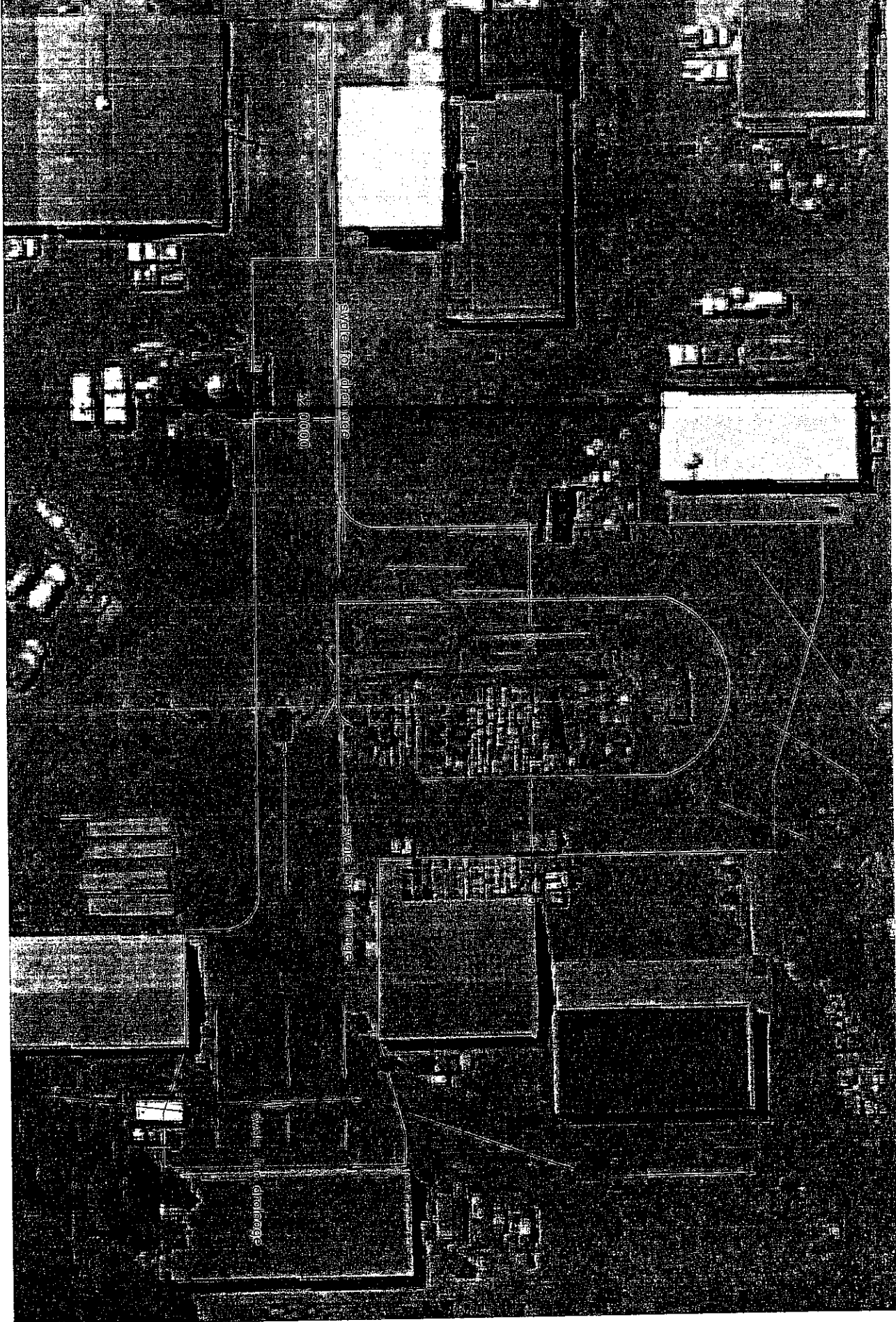
The City will hold a pre-bid meeting at the City Yards on **Friday, 3 October 2014**, at 8:00 a.m. to review the site and address any questions. Please let us know if you plan to attend the pre-bid meeting.

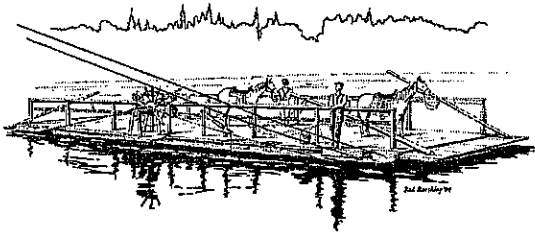
The City reserves the right to reject any and all quotes and accept the quote it deems most advantageous and to waive formalities.

If you have any questions feel free to call me at (208) 267-0357.

Sincerely,

Stephen Boorman
City Administrator





MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 5 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water-Sewer Rate Proposal.

Attached is a memo from EES identifying several rate proposals. We have worked with EES to keep the rates as low as possible and still have adequate resources to responsibly manage our water and sewer systems.

STB

October 6, 2014

TO: Stephen Boorman
FROM: Kelly Tarp
SUBJECT: Proposed Rates - DRAFT

Based on the Council decisions and feedback from City staff, the following draft rates have been developed.

Water Utility

The City Council approved the new reserve policy. Therefore, rates were designed based on the following assumptions. The proposed Water rates have been designed to increase annually over the 5 year period of FY 2015 to FY 2019.

- Level of Reserves
 - Policy sets target reserve fund at \$1.4 million
 - Currently reserve fund contains \$0.5 million
 - Build reserve fund over the next 10 years
 - Use Water Fund for rate stabilization in first three years

- Inside/Outside City Rates
 - Do not implement Inside/Outside City rates.

570 Kirkland Way, Suite 100
Kirkland, Washington 98033

Telephone: 425 889-2700

Facsimile: 425 889-2725

A registered professional engineering corporation with offices in
Kirkland, WA and Portland, OR

October 6, 2014

Page 2

Residential Class

The Residential class revenues will increase at a rate of 5 percent per year over the next 5 years. Two options are presented in the tables below. The first applies a flat 5 percent increase to both the Base Charge and Excess Charge. The second option applies the full revenue increase to the Base Charge only. This results in a 5.3 percent increase to the Base Charge.

Water Utility Proposed Rates – Residential					
Option 1					
5 percent Increase to Base and Excess Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)
<1"	44.26	46.27	48.80	51.24	53.80
1"	44.26	46.27	48.80	51.24	53.80
1.5"	80.59	84.62	88.85	93.29	97.96
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

Water Utility Proposed Rates					
Option 2					
5 percent Increase Overall = 5.3 percent to Base Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)	(0-1200cf)
<1"	44.40	46.77	49.27	51.89	54.66
1"	44.40	46.77	49.27	51.89	54.66
1.5"	80.85	85.16	89.71	94.49	99.54
Excess Charge	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf

The current residential rate includes 1200cf in the monthly base charge. The rates below increase the base charge to account for an additional 300cf in the Base Charge. This assumes residential customers would typically only use the additional 300cf six months out of the year.

Water Utility Proposed Rates – Residential					
Option 1 Assuming 1,500cf Base Allowance					
5 percent Increase to Base and Excess Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1500cf)	(0-1500cf)	(0-1500cf)	(0-1500cf)	(0-1500cf)
<1"	46.93	49.28	51.74	54.32	57.04
1"	46.93	49.28	51.74	54.32	57.04
1.5"	83.26	87.42	91.79	96.38	101.20
Excess Charge	0.01779/cf	0.01868/cf	0.01961/cf	0.02059/cf	0.02162/cf

October 6, 2014

Page 3

Water Utility Proposed Rates					
Option 2 Assuming 1,500cf Base Allowance					
5 percent Increase Overall = 5.3 percent to Base Charges					
Residential	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	(0-1500cf)	(0-1500cf)	(0-1500cf)	(0-1500cf)	(0-1500cf)
<1"	46.94	49.31	51.81	54.44	57.21
1"	46.94	49.31	51.81	54.44	57.21
1.5"	83.39	87.70	92.25	97.04	102.08
Excess Charge	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf

Commercial Classes

The Commercial class revenues will increase at a rate of 6 percent per year over the next 5 years. Two options are presented in the tables below. The first applies a flat 6 percent increase to both the Base Charge and Excess Charge. The second option applies the full increase to the Base Charge only. This results in an 8.2 percent increase to the Base Charge. The Commercial rate assumes customers retain current cf included in the Base Charge.

Water Utility Proposed Rates – Commercial					
Option 1					
6 percent Increase to Base and Excess Charges					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	44.68	47.36	50.20	53.21	56.40
1"	44.68	47.36	50.20	53.21	56.40
1.5"	108.37	114.87	121.76	129.07	136.81
2"	140.20	148.61	157.53	166.98	177.00
3"	181.26	192.14	203.67	215.89	228.84
4"	356.76	378.17	400.86	424.91	450.40
Excess Charge	0.01796/cf	0.01904/cf	0.02018/cf	0.02139/cf	0.02267/cf

October 6, 2014

Page 4

Water Utility Proposed Rates – Commercial Option 2 6 percent Increase Overall = 8.2 percent to Base Charges					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge					
<1"	45.61	49.35	53.40	57.78	62.52
1"	45.61	49.35	53.40	57.78	62.52
1.5"	110.62	119.69	129.50	140.12	151.61
2"	143.11	154.85	167.55	181.29	196.16
3"	185.02	200.19	216.61	234.37	253.59
4"	364.17	394.03	426.34	461.30	499.13
Excess Charge	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf	0.01694/cf

Additional rate design options to consider include:

- Combining the small and large commercial customer classes and selecting the volume to be included in the Base Charge (0cf, 200cf, 1000cf). The small commercial users would see an additional rate increase if the cf allowance is reduced similar to the large commercial customers.
- New rate schedule for multi-dwelling accounts (apartments, duplexes served from a single meter)? The table below is an analysis using historic billing information from 39 commercial customers. Current rate revenues and allowances were calculated based on the rate class codes provided. The New Rate Class assumed each unit would be treated as a Residential customer with a Base Charge of \$42.15/mo and a 1,200cf allowance.

Multi-Dwelling Rate Monthly Revenue Estimate Using Historic Winter Data (FY 2013)				
	Current Rates	Assumptions	New Rate Class	Assumptions
Base Charge				
Customers/mo	39	meters	280	units
Revenue	\$2,749	Actual rev.	\$11,802	\$42.15/cust.
Excess Charge				
Monthly Cubic Feet	100,797	Winter avg.	100,797	Winter Avg.
Base Cubic Feet	25,200	Actual cf/mo	336,000	1,200cf/cust
Excess Revenue	\$1,281	\$0.01694/cf	\$0	\$0.01694/cf
Total Revenue (avg winter month)	\$4,030		\$11,802	

Sewer Utility

The City Council approved the new reserve policy, however did not make a final decision on capital funding. Therefore, rates were designed based on the following assumptions. The proposed Sewer rates have been designed to increase annually over the 5 year period of FY 2015 to FY 2019.

- Level of Reserves
 - Policy sets target reserve fund at \$1.0 million
 - Currently reserve fund contains \$0.5 million
 - Build reserve fund over the next 10 years at \$50,000/year.
 - Use Sewer Fund for rate stabilization in first three years

- Capital Improvement Budget / Financing
 - Budget includes \$3.0 million in near term treatment facility improvements. Assume debt financed.
 - Budget includes \$3.75 million in additional projects to be completed over the next 20 years. Assume rate financed at \$200,000/year.

- Inside/Outside City Rates
 - Do not implement Inside/Outside City rates.

- EDU Definition
 - Change the definition of 1 EDU to 4,500 gallons in 2015

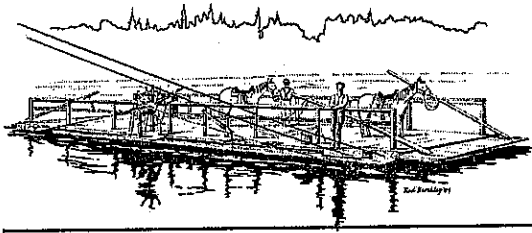
The City's current sewer rates are based on 6,000 gallons per EDU. This value is representative of the average of the five winter months for a residential customer. Over time this number will change, due to customer conservation efforts and the adoption of new technologies. Looking at the same five winter months in FY 2013, the average residential customer used 4,500 gallons. Each Residential customer is charged for 1 EDU regardless of their actual winter water use. Changing the definition would reduce the impact to the Residential customers by collecting additional revenues from the Commercial classes.

One rate option was developed for the Sewer Utility to collect an additional 15.0 percent per year overall. Residential rates increase by \$3.21/EDU/year each year over the five year period FY 2015 to FY 2019. In 2015 the definition of EDU is adjusted to 1 EDU = 4,500 gallons. Commercial rates remain fixed in 2015 at the current rate of \$21.63/EDU and increase by \$4.01/EDU/year over the four period FY 2016 to FY 2019. Rates will be the same for all classes by FY 2019.

October 6, 2014

Page 6

Sewer Proposed Rates 15.0% Overall Increase					
	FY 2015	FY 2016	FY 2017	FY 2018	FY 2019
Base Charge	\$/EDU	\$/EDU	\$/EDU	\$/EDU	\$/EDU
Residential	\$24.84/EDU	\$28.05/EDU	\$31.26/EDU	\$34.47/EDU	\$37.68/EDU
Small Commercial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Commercial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Industrial	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU
Inter- departmental	\$21.63/EDU	\$25.64/EDU	\$29.66/EDU	\$33.67/EDU	\$37.68/EDU



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: 10/6/2014
Re: Leak at 6438 Main Street

We have a commercial customer at 6438 Main Street. This was one of the sites where our water department installed the new Badger Series E meter with a 100W electronic meter reading transmitter (ert). We had an issue with the ert so the billing system did not record the proper usage. This error was not discovered until several months had passed. When the error was discovered we billed the customer for the higher usage. The next month the water usage was even higher and we found there was a water leak caused by a running toilet.

Normally, we don't give leak credits for leaks inside a building but in this case, had we not had the error with the ert and the bad readings, the leak would have been discovered much sooner. Please find attached a copy of the water usage and an estimated credit based on average usage after the leak was fixed. The credit amounts to \$573.42.

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

Thanks,
Kris

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
CUSTOMER WATER READINGS

16:25:36 - 09/22/2014

Customer Name: [REDACTED]
Account: 67432-00
Route - Meter: 75-0060
Service Address: 6438 MAIN ST [REDACTED]
Mtr Id - Type - Size: 35092584 R

All AP-Years
COM-2 "

Meter Serial #: 44851466BF
(Readings in Actual Units)

AP-Year	Reading	Reading Date	Monthly Usage	YTD Usage	Reading Type
09-2014	2077	09/08/2014	12600	31551	HAND HELD
08-2014	1951	08/08/2014	10100	31425	HAND HELD
07-2014	1850	07/09/2014	18600	31324	HAND HELD
06-2014	1664	06/09/2014	18300	31138	HAND HELD
05-2014	1481	05/07/2014	10100	29306	HAND HELD
04-2014	1380	04/07/2014	1600	28300	HAND HELD
03-2014	1364	03/10/2014	13800	28140	HAND HELD
02-2014	1226	02/10/2014	15800	26754	HAND HELD
01-2014	1068	01/09/2014	15400	25182	HAND HELD
12-2013	914	12/09/2013	15900	23635	HAND HELD
11-2013	755	11/07/2013	14700	22049	HAND HELD
10-2013	608	10/09/2013	17400	20581	HAND HELD
09-2013	434	09/09/2013	17100	18837	HAND HELD
08-2013	263	08/08/2013	10000	17127	HAND HELD
07-2013	163	07/09/2013	9900	16130	HAND HELD
06-2013	64	06/10/2013	4100	405	HAND HELD
05-2013	23	06/05/2013	0	0	ACTUAL READING
04-2013	0	10/20/2012	0	0	MOVE IN READING
10-2012	0	10/20/2012	0	0	MOVE IN READING
07-2009	0	10/20/2012	0	0	MOVE IN READING

22,700
11,350 average

158,700 cf
14,427 Average
per mo.

11350
x 11

124850

158700 Billed
- 124850 Average Use

33850
x .01694

\$573.42
Possible
Credit

REQUEST FOR PUBLIC COMMENT

Drafting of the 2015-2019 Five-Year Consolidated Plan For HUD-CPD Affordable Housing and Community Development Programs in Idaho

Idaho Housing and Finance Association and the Idaho Department of Commerce seek comment from public and private groups, agencies, and individuals prior to drafting the *2015-2019 Five-Year Consolidated Plan* for the following programs in Idaho: Emergency Solutions Grant Program, HOME Investment Partnerships Program, and the Community Development Block Grant Program (CDBG). Input is sought regarding state, regional, local affordable housing and community development needs, priorities, and proposed strategies.

IHFA completed a Statewide Housing Needs Survey and a County-by-County Housing Market and Demographic Analysis Report. IDC conducted a survey of Idaho cities and counties to assess their public facility, infrastructure, and service needs and to get their perspective of the CDBG method of distribution. These documents are available for review on the IHFA and IDC websites.

A Spanish and English version of this notice and the planning documents are available at <http://www.idahohousing.com/ihfa/grant-programs/plans-and-reports.aspx> and <http://commerce.idaho.gov/communities/community-grants/community-development-block-grant-cdbg/consolidated-planning-documents>. Both versions of this notice will be emailed to Public libraries in Boise, Nampa, Coeur d'Alene, Lewiston, Moscow, Twin Falls, Idaho Falls, Pocatello and Blackfoot; and IHFA branch offices in Idaho Falls, Twin Falls, Lewiston, and Coeur d'Alene.

The Pre-drafting 30-Day Public Comment Period is October 1st through October 30, 2014; One pre-drafting public hearing is October 22, 2014 from 4:30 to 5:30 p.m. at Park Plaza, 565 West Myrtle, in the 1st floor conference room, Boise Idaho. This location is handicap accessible.

IHFA and IDC will consider a request for reasonable accommodation from persons with physical, visual, hearing impairment(s). Alternative format/language assistance can be requested. All requests must be submitted 10 business days prior to the hearing or the end of the comment period. Submit request via email to grantpubliccomment@ihfa.org, Fax to Grant Programs Administrative Assistant at 208.331.4808, or mail to Grant Programs Administrative Assistant c/o Idaho Housing and Finance Association, P.O. Box 7899, Boise, Idaho, 83707-1899.

Submit written input and comments to:

CDBG Program- Dennis Porter (IDC) dennis.porter@commerce.idaho.gov; fax: 208.287.0782; Mail to the Department of Commerce- P.O. Box 83720, Boise, ID 83720-0093.

HOME and ESG Programs- (IHFA) jerik@ihfa.org; 1-877-447-2687; fax 208.331.4808; IHFA Grant Programs- P.O. Box 7899, Boise, ID 83707-1899.



Kris Larson

From: Seth Grigg <SGrigg@idahocities.org>
Sent: Tuesday, September 30, 2014 12:37 PM
To: Larson, Kris
Subject: Fall AIC District Meetings

The Fall District Meetings will be held in October & November in six locations throughout the state. The meetings begin at 9:00 a.m. and conclude at 3:00 p.m. The District Meetings will be held at the following locations.

- Wednesday, October 29 - Best Western Plus Coeur d'Alene Inn (506 W. Appleway Ave. Coeur d'Alene, ID)
- Thursday, October 30 - Lion Hotel (621 21st Street, Lewiston, ID)
- Wednesday, November 5 - Canyon Crest Dining Event Center (330 Canyon Crest Dr., Twin Falls, ID)
- Thursday, November 6 - Holiday Inn Express (4104 E. Flaming Ave., Nampa, ID)
- Thursday, November 13 - Hilton Garden Inn (700 Lindsay Blvd, Idaho Falls, ID)
- Friday, November 14 - Clarion Inn (1399 Bench Road, Pocatello, ID)

The District Meetings will provide essential training for city elected officials and staff on the following topics.

- ✓ Public Defense Reform / Misdemeanor Reclassification,
- ✓ Roles and Responsibilities of City Officials,
- ✓ 2015 Legislative Issues,
- ✓ Financial Reporting Law,
- ✓ Personnel / Administrative Policies,
- ✓ Local / Regional Issues,
- ✓ And Much More!

The \$25 registration fee includes lunch and a copy of the District Meetings PowerPoint presentation.

Thanks for your assistance and we look forward to seeing you at the 2014 AIC Fall District Meetings!

Tree Talk

Fall 2014

INLAND FOREST MANAGEMENT, INC.

Volume 18, Issue 2

Inland Northwest Forests' Biggest Pests

What pest problem has the greatest impact on the health of Inland Northwest forests?

Bark beetles Stem decays Root diseases
Needle casts Dwarf mistletoes Rusts

White Pine Blister Rust

Historically, many foresters will argue that white pine blister rust has had the biggest impact on forest health. This introduced disease, as well as past logging practices, has reduced the amount of white pine in our moist forests from, at one time, about 50% to about 3% today. Fortunately, with increased knowledge of our forests, today's foresters are working to reverse this trend. For example, new plantings include blister rust-resistant white pine seedlings.

Root Disease

Unfortunately, root disease decimates many of our forests. Areas of the Inland Northwest have the dubious distinction of containing some of the largest root disease infections in the world. In fact, many knowledgeable people currently consider the largest living organism to be a single root disease fungus (think mushroom) that covers 2,300 acres in eastern Oregon!

For family forests, the most serious pest is commonly at "the root of the problem"- root disease. Except for pure pine forests, root disease can likely be found on any property.

Since root disease does have such an impact on our forests, let's examine how it functions and possible solutions.

Indications of root disease:

- Tree crowns fade from dark green to pale yellow
- Presence of excessive pitch at ground level
- Dark brown stains on the bark
- Sparse needles
- Numerous Douglas-fir and grand fir snags

How is it Spread?

This disease spreads from the roots of infected trees to the roots of healthy trees via root contact or by tiny root-like structures. Infection can occur in all tree species found in the region, but mainly impacts **Douglas-fir** and **grand fir** trees. Pine species and western larch are much less susceptible to root disease.

Trees may survive for many years following infection with root disease, but tree growth is slowed and overall health is compromised.

What to Do?

The proper approach to minimize root disease losses depends on *ownership objectives* and the *tree species* currently established in the forest.

One approach is to harvest the tree species most susceptible to root disease while leaving trees that are much less susceptible. In a mixed conifer forest, *western larch* and *pine species* should be favored as leave trees over Douglas-fir and grand fir.

If only Douglas-fir and grand fir trees are present, then small clearings can be created and planted with western larch or pine seedlings. Clearings are necessary because larch and pine species need sunlight to survive and thrive. They do not grow well if planted under a tree canopy.

Inland Northwest Log Prices

Species	September 2014	March 2014
Douglas-fir/western larch	\$390 - \$445/ MBF	\$390 - \$440/MBF
Grand fir/western hemlock	\$350 - \$440	\$350 - \$440
Ponderosa pine (6-7")	\$330	\$350
Ponderosa pine (12"+)	\$380	\$380
Lodgepole pine	\$350 - \$440	\$350 - \$440
Western white pine	\$390 - \$420	\$390 - \$420
Western redcedar	\$590 - \$890	\$590 - \$850
Redcedar poles	\$1,200*	\$1,200*
Tonwood	\$48/ton +/-	\$45 - \$50/ton
Pulp	\$26 - \$34/ton	\$26 - \$34/ton

Note that these figures represent prices paid by competitive domestic facilities in the Inland Northwest and are based on average-sized logs and standard log lengths—usually 16'6" and 33'. MBF = thousand board feet. Market information as of September 25, 2014. *Value of poles varies widely depending upon length.

Following the pattern of the last few years, in the fall most sawmills have abundant log inventories so are hesitant to increase prices. Consequently, the classic economic principle of supply and demand takes hold in the local log market and too many logs chase too few mills for prices to noticeably increase.

IFM Private Landowner Foresters:

Dick Bradetich, ACF, CF
 Mike Wolcott, ACF, CF
 Steve Bloedel, ACF, CF
 Lee Andrews, CF
 John Ailport
 Don Gunter
 Bill Love, CF
 Ryan Pennick
 Shane Hoover
 Office: Karen Bradetich,
 Kathleen Hubener



www.inlandforest.com

Inland Forest Management, Inc.
 123 South 3rd Ave., Suite #10
 P.O. Box 1966
 Sandpoint, Idaho 83864



Stephen Boorman
 City of Bonners Ferry
 P.O. Box 149
 Bonners Ferry, ID 83805