

### **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 September 4, 2012 7:00 p.m.**

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

Fiscal Year 2012 Amended Budget Hearing  
Fiscal Year 2013 Budget Hearing

### **PUBLIC COMMENTS**

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

### **GUESTS**

### **REPORTS**

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

### **CONSENT AGENDA**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approve August 21, 2012 Council Meeting Minutes and August 22, 2012 Special Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. City – Authorize Mayor to Sign Contract with Computer Arts, Inc. for Computer Support Services (attachment)
6. City – Approve Computer and Technology Purchasing Policy (attachment)
7. City – Approve Ad for Selkirk Loop Travel Guide (attachment)
8. Electric/Water/Sewer – Authorize Mayor to Sign Contract with Applied Solutions, LLC for SCADA Work (attachment)

9. City – Discuss ICRMP Discount Program for Fiscal Year 2013 (attachment)
10. Planning and Zoning – Consider Kootenai River Inn Rezone Request (attachment)
11. City – Read and Adopt Ordinance 530 to Amend Fiscal Year 2012 Appropriation (attachment)
12. City – Read and Adopt Ordinance 531 Fiscal Year 2013 Appropriation (attachment)
13. Street – Authorize Mayor to Sign Letter to Idaho Transportation Department Regarding Highway 95 Corridor Study
14. Golf – Discuss Golf Contract

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

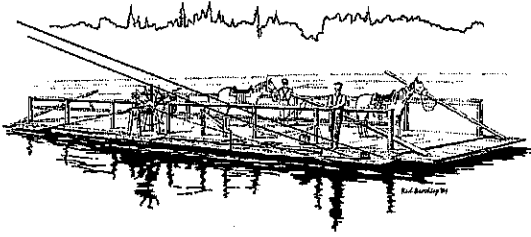
- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) Consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student.
- (c) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) Consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.
- (f) Communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.
- (g) Engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed.

#### **ADJOURNMENT**

#### **NEXT MEETING DATE**

#### **INFORMATION**

15. Electric – APPA Webinar on September 12, 2012 at 12:30 p.m. – Understanding Payments in Lieu of Taxes and Other Contributions Made by Public Power (attachment)
16. City – Avista Franchise Ordinance 377 (attachment)
17. City – Current Outstanding Projects and Items (attachment)
18. Electric – FERC Notice for Boundary Creek Hydro, LLC (attachment)
19. Electric/Water/Sewer – Profit Loss Reports (attachment)
20. City – Fiber Optic Project Meeting on September 11, 2012 at 6:00 p.m. at Panhandle State Bank



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 31 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: IT Contract with Computer Arts, INC.

This memo is to recommend that the City revise its contract with CAI. Currently we are working with them on a per hour rate. If we enter into a contract for 175 hours for FY13. This will reduce the hourly rate \$90 to \$68.

Attached is the information regarding CAI.

*STB*



## COMPUTER ARTS, INC. MASTER IT Services Agreement

THIS IT SERVICES AGREEMENT (the "Agreement") is entered into as of the 1<sup>st</sup> day of October, 2012 (the "Effective Date") by and between COMPUTER ARTS, INC. ("CAI"), an Idaho corporation with its principal offices located at 320 SW 5<sup>th</sup> 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.

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 AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO CAI BY CUSTOMER WITH RESPECT TO SERVICES OR SUPPORT THAT ARE THE SUBJECT OF THE CLAIM DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE CLAIM AROSE OR COULD HAVE ARISEN;

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
B. General Liability and Property Coverage, General Liability Limit is \$2,000,000.
C. Automobile Liability, 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 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.

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.

IN WITNESS WHEREOF:

Customer.

By: Signature
Printed Name
Title
Date

Computer Arts Inc.

By: Signature
Printed Name
Title
Date



## ADDENDUM A To "MASTER IT Services Agreement"

This addendum takes effect October 1, 2012 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 Mountain Home") 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 2009-2010 Purchased	Fiscal Year 2010-2011 Purchased	Fiscal Year 2011-2012 Recommended
0	30+	200

### Guaranteed Hours Calculation for new Fiscal Year

Select number of hours purchased	
Multiply by guaranteed rate (see chart above)	
<b>New annual PC/Network Service Contract Price</b>	

### Travel Expenses associated with on-site PC/Network support

Travel Time (one way only)	\$50.00 per hour per Technician
Travel Expense Mileage (round trip from nearest CAI location)	Actual IRS allowed rate, currently \$0.55 per mile
Travel Expense Meals	Actual Costs
Travel Expense Lodging	Actual Costs

### 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

Signature

Date

Signature

Date

2

Signature

Date

Shane Harris

3

Signature

Date

Printed Name

CEO

Title

Leonard Wilson  
Computer Arts, Inc.  
104 Superior  
Sandpoint, ID 83864

August 28, 2012

City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, Idaho 83805

Dear City Administrators:

I am writing to offer additional services from Computer Arts to your City. Computer Arts has been providing supplementary computer support since March of last year on an hour-by-hour basis. Although we can continue to provide support to your City in this manner I would strongly encourage you to move to a commitment based contract which would result in a large savings to your city.

Local government has always been the primary customer set of Computer Arts and thus our billing has long revolved around the fiscal cycles of our government customers. As such we routinely work with our government customers to agree upon a block of hours to be utilized within the upcoming budget year. Having been in the business of supporting local government for the past 28 years we can estimate fairly accurately what the needs might be for each customer.

Having recently met with David Sims and Steve Boorman to discuss existing and proposed needs it appears your city would customarily use approximately 150 support hours annually. That said we also discussed some projected needs to which I assigned estimated hourly requirements. These needs were items such as moving/replacing the City firewall, facilitate getting connectivity to the Boundary County courthouse for GIS mapping, upgrade existing server(s) and configuring new laptops for the PD. These additional enhancements could add as much as an additional 50 hours.

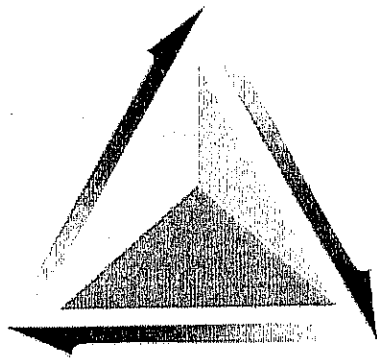
Based on the identified needs I ask that you consider contracting with Computer Arts for your computer support needs and suggest the purchase of a block of hours in the 175-200 hours annually range. The proposed block of hours would be billed on a monthly basis and be available for your use anytime between October 1, 2012 and September 31, 2013.

Thank you for your consideration.

Sincerely,

Leonard Wilson  
Regional Manager





# CAI

Information Systems Solutions

**Prepared  
For  
City of Bonners Ferry**

**Submitted to:**

City of Bonners Ferry  
P.O. Box 149  
7232 Main Street  
Bonners Ferry, ID 83805

**Date Submitted:**

August 27, 2012

**Submitted by:**

Computer Arts, Inc.  
104 Superior  
Sandpoint, ID 83864



# TABLE OF CONTENTS

TABLE OF CONTENTS .....	2
EXECUTIVE SUMMARY .....	3
ABILITY TO PROVIDE .....	4
HARDWARE EXPERIENCE .....	5
GOVERNMENT EXPERIENCE .....	6
EMAIL EXPERIENCE .....	6
COMPANY INFORMATION .....	7
DESCRIPTION .....	7
REFERENCES .....	7
FEES STATEMENT .....	11

## EXECUTIVE SUMMARY

### **The Problem:**

As technology evolves, expectations of better, faster, safer and more efficient public service continue to increase from the citizens you serve. The ever-changing technologies in the city government arena become very difficult and very expensive for agencies to remain current. More and more stringent standards and policies are being put in place to remain compliant with federal and local funding options. Agencies have become overwhelmed with understanding how these technologies integrate with one another. Often times, there are many vendors with different parts of the overall solutions. The challenge becomes getting all of the pieces to fit together so that the end result is the customized integrated solution that meets the needs and the price tag for the City of Bonners Ferry.

As you are presented with service options the question becomes which will offer the most integration of your overall needs at the least risk and cost. The risk to the city is not limited to the capabilities of the proposed solution provider but includes the commitment, level of service and acceptance by the respective users.

### **The Solution:**

For over 28 years Computer Arts, Inc. has been focused on providing quality, cost-effective hardware maintenance, sales and support solutions for customers throughout the State of Idaho. What began in the 1980's with several cities and counties requiring hardware/software maintenance and support has grown into over 40 local government customers throughout Idaho and several other jurisdictions in surrounding states. Today our expertise covers every facet of the information technologies world. Computer Arts has grown to be a complete solutions provider with the knowledge and resources to accomplish your city's goals. We feel our long-term success is result of our focus and dedication to meeting the changing needs and requirements of our customers.

There are several areas where we believe Computer Arts provides capabilities equal to or better than our competitors. These areas include:

## ABILITY TO PROVIDE

**Staff Expertise:** The CAI Support team has over 200 years of combined experience specifically in supporting and empowering local government agencies. They represent a broad set of experience across multiple hardware and software platforms. Our support personnel offer an unsurpassed background and experience specific to the government environment that is invaluable to our success. Our staff also includes programming staff which significantly adds to the expertise available to the onsite technician.

**Network Expertise:** The CAI Network Team has designed, installed, maintained, and supported virtually all segments of a network through their work with CAI's government and business customers. As security is becoming of the utmost importance, our Network Team has been in the forefront ensuring that our customers meet emerging standards. This team maintains over 70 virtual private networks (VPN's) with most of our Idaho customer base and has installed and currently maintains wide area networks in several areas of the state in addition to the 30 local government network systems and many commercial customer network environments.

**Corporate Commitment:** Computer Arts is not a large corporation with hundreds of employees and thousands of customers. We realize that we are competing with companies of this nature however; we feel that due to our size we are able to focus on each and every customer to an un-paralleled degree. We take every one of our customer relationships personally and do our best to meet each of their needs. Our customers will not be lost among the shuffle. Our focus intensifies after the initial sale and the trust and reliability continues to grow deeper as the partnership continues into the future.

**Local Presence & Support:** With corporate offices in Meridian and experienced support staff located in Northern and Eastern Idaho, Computer Arts is exceptionally well positioned to provide the fastest, most experienced, and most cost-effective support and maintenance available. For example, we currently utilize VPN technology and direct connectivity to our customers for remote emergency support. Also, we can be on-site within 45 minutes time without charging high out-of-state travel expenses. Our support offerings whether they be on-site, remote or phone are unmatched by any other vendor.

**Idaho Corporation:** Computer Arts is an Idaho Corporation. All of its employees reside in Idaho and the jobs provided by our customers will be performed within the State of Idaho.

**Dedicated and Seasoned Team:** The Computer Arts team has worked together in Idaho for many years, eliminating the need to establish new internal working relationships or to attempt communications across multiple states and time zones.

## HARDWARE EXPERIENCE

**Our Approach:** Computer Arts has always been more than just the “computer guy”. CAI often participates in technology committee meetings with our customers to assist with technology planning, bid and purchase assistance, workstation installation and setup, cabling, education and training, project management, maintenance, network diagnostics and support, Internet, Intranet, routers & firewalls, and any other technology service or recommendation that is applicable.

**The Hardware Facts:** Currently Computer Arts supports over 200 servers throughout the state of Idaho. We also support over 2500 work stations, 80+ firewalls and maintain more than 150 VPN's between varied locations in each customer site. Other systems and software that we support include but are not limited to:

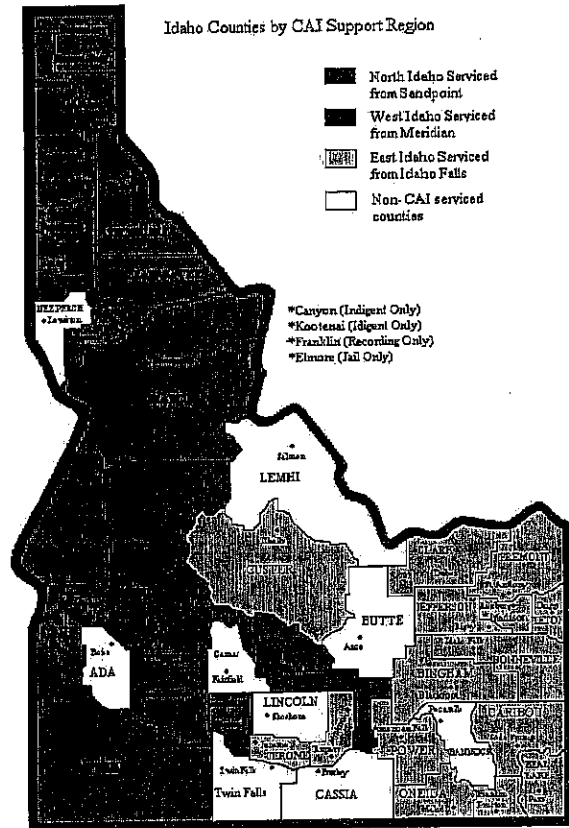
- Cisco ASA/PIX Firewalls
- Cisco IOS routers
- IBM AS/400
- Linux
- Printers – HP, IBM, Dell, Lexmark, most major vendors
- Servers - Dell, HP, IBM, Compaq, MPC
- Workstations & Laptops – Dell, HP, IBM, Compaq, MPC, most major vendors
- Various SAN & NAS Systems – EMC, EqualLogic, LaCie
- Virtual Server Environments – VMware, Hyper-V
- Microsoft Windows Servers – NT, 2000, 2003, 2003-R2, 2008, 2008-R2
- Microsoft Exchange Servers – 2000, 2003, 2007, 2010
- Microsoft SQL Server – 2000, 2005, 2008, 2012
- Blackberry Enterprise Server
- Blackberry, Windows Mobile and Android mobile devices
- Microsoft SQL Servers – 2000, 2005, 2008,
- Microsoft Windows – 95, 98, 98-R2, ME, 2000, XP, Vista, Windows7
- Microsoft Office – 97, 2000, 2001, XP, 2003, 2007 and 2010
  - Word, Excel, Publisher, Access, PowerPoint, OneNote, Outlook
- ESET NOD32 and Symantec Antivirus
- Symantec, Sendio and GFI Anti-spam gateways

**Sales:** As part of our “One Stop Shop” philosophy, Computer Arts can also provide sales for all products listed above, often times providing significant savings to our clients due to our long term vendor / manufacturer relationships. It is important to note that our mainstay revenue source is NOT hardware sales. Rather, we provide hardware in order to ensure that our customers maintain hardware that is in line with industry standards. Maintaining quality hardware is key to maintaining a problem free environment. We always assist our customers in purchasing hardware and software as a convenience to them and not as our major source of revenue. We strive to find the systems that will best suit your needs at the lowest price available, whether purchased from CAI directly or through another source.

## GOVERNMENT EXPERIENCE

**Existing Relationships:** Computer Arts has provided software and service to Idaho Government Agencies for over 28 years. We believe that we have proven our ability to meet any needs that our customers may have. As technology evolves, we accommodate by expanding our skill set allowing us to maintain and support the most cutting edge technologies on the market.

Also over the past 28 years, CAI has worked very hard to establish long term relationships with other Idaho state and local agencies such as Juvenile Justice (IJOS), Idaho Sheriff's Association (ISA) and Idaho Chiefs of Police, Supreme Court (ISTARS), Idaho Association of Counties and Cities, Department of Transportation (IDT), Idaho State Police (ISP) and many others. These relationships enhance our ability to provide intelligent recommendations to our customers and be involved in the on-going changes required to meet their needs.



**Working knowledge of Idaho Government procedures:** Because of our long-term relationship with many of Idaho's local governments, we have an intricate working knowledge of government nuances, workflows, capabilities, schedules, budgets, complexities, and personnel. As such, we can implement this application with a minimal amount of disruption to each agency's day-to-day activities.

## EMAIL EXPERIENCE

**Email for Everyone:** Beginning in the mid 1990's the government agencies that CAI has supported have led the state in regards to internet connectivity and email access. We have helped agencies move from the dialup connections with a single email account for the entire entity to now high speed internet hosting the agency's own secure email servers. The end result allows an email address for each user if desired and in some case multiple emails per user. Out of the 180 servers mentioned previously over 25 of those are mail servers that range from Microsoft's built in pop email server to the upper end Exchange 2010 Enterprise. We also support a few other flavors of send-mail server's bases on the Linux OS such as Qmail. Just as email plays a critical role in the way business is done, so CAI plays a critical role in the way email is done.

# COMPANY INFORMATION

## DESCRIPTION

Name: **Computer Arts, Inc.**

Length of time in business: 28 years and counting

Total Number of Clients: 115 currently active clients

Personnel: 15 Dedicated to Hardware Support, 32 Total employees

Company Headquarters: Meridian, ID

Field Office: Sandpoint, Pocatello, Idaho Falls, Rexburg

\*\* The City of Bonners Ferry would be serviced primarily from our office in Sandpoint. This would allow us to have someone onsite within 45 minutes if needed.

## REFERENCES

Customer Name	Bingham County
Reference Name	Tracy Reifschneider
Title	IT Administrator
Phone Number	208-782-3001
Mailing Address	501 N. Maple, Blackfoot, ID 83221
Fax Number	208-785-4131
Customer Size	15 Servers, 300 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server, VMware virtual server
Budget	Part of Annual County Budget
Project Duration	19+ years and ongoing

Customer Name	Caribou County
Reference Name	Terri Stephens
Title	IT Administrator
Phone Number	208-547-2164
Mailing Address	159 S. Main St. Soda Springs, ID 83276
Fax Number	208-547-4759
Customer Size	3 Servers, 50 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County Budget
Project Duration	7+ years and ongoing

Customer Name	City of Eagle
Reference Name	Tracy Osborn
Title	Deputy Clerk
Phone Number	208-939-6813
Mailing Address	660 E. Civic Lane, PO Box 1520, Eagle, ID 83616
Fax Number	208-939-6827
Customer Size	3 Servers, 100 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual City Budget
Project Duration	13+ years and ongoing

Customer Name	Jefferson County
Reference Name	Christine Boulter
Title	County Clerk
Phone Number	208-745-7756
Mailing Address	210 Courthouse Way
Fax Number	208-745-1428
Customer Size	5 Servers, 100 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County Budget
Project Duration	16+ years and ongoing

Customer Name	Power County/City of American Falls
Reference Name	Christine Steinlicht
Title	County Clerk
Phone Number	208-226-7611
Mailing Address	543 Bannock Ave, American Falls, ID 83211
Fax Number	208-226-7612
Customer Size	4 Servers, 100 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County/City Budget
Project Duration	16+ years and ongoing



Customer Name	Minidoka County
Reference Name	Janie Rutschky
Title	IT Administrator
Phone Number	208-436-7182
Mailing Address	715 G. Street, Rupert, ID 83350
Fax Number	208-436-0737
Customer Size	5 Servers, 85 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County Budget
Project Duration	19+ years and ongoing

Customer Name	City of Ammon
Reference Name	Bruce Patterson
Title	IT Director
Phone Number	208-529-4211
Mailing Address	2135 S. Ammon Rd. Ammon, ID 83406
Fax Number	208-612-4009
Customer Size	2 Servers, 25 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual City Budget
Project Duration	5 years and ongoing

Customer Name	Kenworth Sales
Reference Name	Tony Fortez
Title	General Manager
Phone Number	208-345-6410
Mailing Address	4100 S. Transport St. PO Box 15398, Boise, ID. 83705
Fax Number	208-345-1355
Customer Size	5 Server, 200 Users
Services	Programming, Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Private Company Undisclosed
Project Duration	16+ years and ongoing

Customer Name	Bonner County
Reference Name	Marie Scott
Title	County Clerk
Phone Number	208-265-1347
Mailing Address	1500 Hwy 2, Sandpoint, ID 83864
Fax Number	208-265-1460
Customer Size	25 Server, 450 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County Budget
Project Duration	11+ years and ongoing

Customer Name	Lewis County
Reference Name	Cathy Larson
Title	County Clerk
Phone Number	208-937-2661
Mailing Address	510 Oak Street, Rm#1, Nezperce, ID 83543
Fax Number	208-937-9234
Customer Size	5 Servers, 50 Users
Services	Hardware, Software, IT support and sales
Configuration	Windows Client Server Environment
Budget	Part of Annual County Budget
Project Duration	11+ years and ongoing

## FEES STATEMENT

**Apart from the rest:** One of the things that set us apart from most technical support companies is our pricing. As we are always open to industry standard billing and simply charging a \$/hour rate, you will also find that we are willing to work with you to accommodate your financial needs. As shown in the table on the next page we reward our customer with a rate decrease when they sign up for a set number of prepaid hours. With this approach we are better able to govern our resources in order to have them available to you. In return you benefit by paying significantly less than you would on an hour to hour basis.

We work with many multi-departmental agencies, and are able to customize your contract(s) to fit your needs. We can have one large contract that would encompass all of your departments under a single umbrella; under which each department could be tracked as to the number of hours were used by them. If one contract is not satisfactory we can have a separate contract with each department, or any mixture of the two. We will work with you to find the best solution for the City of Bonners Ferry.

**Example:** Let's say that together we felt that it would take 200 hours for the year to maintain your systems. If you signed a contract for 200 hours you would then pay \$68/hour (discounted rate) instead of \$90/hour (standard rate), savings of \$4400 annually. This contract would be billed evenly each month over the course of the year. This helps you be able to manage your IT budget much more easily and to always know the costs of IT support. You would then be able to use up to 200 hours whenever you needed throughout the year. It is important to estimate as closely as possible the total number of hours needed for the year. Any hours used beyond the 200 hours would be billed at our regular rate, and any remaining hours under the 200 hours that are left at the end of the year would be forfeit and not roll forward.

**Emergency / After Hours:** Computer Arts, provides an "On-call" service. As a contract customer with CAI you will have access to IT support 24 hours a day, 7 days a week, 365 days a year. Any support utilized after hours carries premium rates and does not fall under any contracted hours and is billed separately at the emergency / after hours rate.

**Travel Expenses:** Travel expenses are billed at our real expense. This includes travel time, mileage, meals, lodging, and transportation as listed in the table on the next page. As a bonus to our customers we only charge travel time one way. You pay for us to come and we pay for us to go home. Travel time is also at a discounted rate.

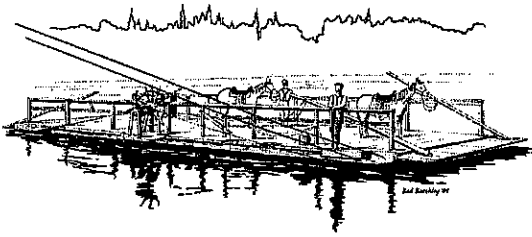
### Personal Computer / Network Agreement

PC Hours	Hourly Rate
No Pre-Paid Hours	\$90.00
51 to 100	\$80.00
101 to 500	\$68.00
501 to 999	\$58.00
Emergency / After Hours	\$100.00

### Travel Expenses

Travel Time One Way	\$50.00 per hour
Mileage	\$0.550 per mile
Meals	Actual Expenses
Lodging	Actual Expenses
Transportation	Actual Expenses

**Timely and Cost Effective:** Computer Arts has always strived to provide the most cost effective support and service solutions for our customers. Our low overhead and regionally distributed staff has continually allowed us to compete very successfully against much larger companies in both cost and level of on-site support. Should you require any addition information and/or clarification we would happy for the opportunity to meet with you and help you understand exactly what CAI can do for you.



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 31 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Computer purchasing policy.

With the proposed changes to addressing our IT work, we would like to propose the attached policy.

*STB*

## A. GENERAL

This policy is to optimize the purchasing, maintenance, and security of the City's computers, software and related technology.

The goals of this policy are as follows:

1. Purchase computers and software that is appropriate for the needs of the end user;
2. Ensure that computer and software purchases are compatible with the City's existing IT infrastructure;
3. Maximize the security of the City's IT infrastructure; and
4. To minimize the cost of IT support.

## B. IDENTIFYING PURCHASES

1. All computer and software purchases will be made through or in coordination of the City's IT contractor.
2. All computer and software purchase request will be made by the appropriate department head.
3. When a computer and software purchase request is new and exceeds \$2,000 the request must first be approved by the City Council.

## C. COMMUNICATIONS

1. To provide the best working relationship with the IT contractor, all communications for maintenance and purchases will be coordinated with the City Administrator's office.



# International Selkirk Loop

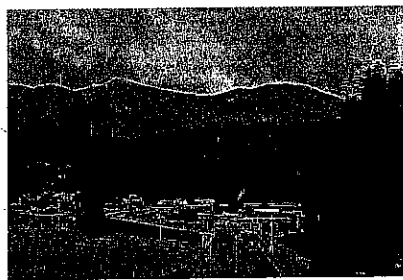
## 2013 Returning Advertiser Agreement

Now is the time to book your ads for the 2013 Selkirk Loop's popular Visitor Travel Guide and 2013 Selkirk Loop folded Highway/Activity Map.

Partnerships with valued businesses such as yours provide funds for producing quality publications among other things. Visitors constantly comment on how useful the Map and Travel Guide are in helping them explore the region. Our maps are the only one of its kind in the region and we thank you for your continued participation.

Below are the ad(s) that you placed in prior publications. Sign and return this form to continue with the same ad for 2013.

Advertising insertion order and contract, along with an invoice will be emailed to you. 50% is due at signing after reviewing your invoice, balance due upon publication.



**The Community you dream about, nestled along the banks of the scenic Kootenai River in North Idaho.**



Bonners Ferry Chamber of Commerce  
[www.bonnersferrychamber.org](http://www.bonnersferrychamber.org)  
 (208) 267-5922

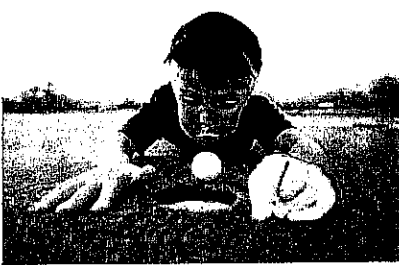
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Welcome to Bonners Ferry!

**Mirror Lake Golf Course**  
Put us on your tour!

Visit us on the web at:  
[www.bonnersferry.id.gov/golf](http://www.bonnersferry.id.gov/golf)  
 City of Bonners Ferry  
 (208) 267-3105



Your prior Ad(s) above appeared in : Travel Guide  Size 1/2 of 1/2 pg (split w/ chamber) Map  Panel Size   
 Your price with discount(s): \$ 522.50 No, I want to chg size to: \_\_\_\_\_ \$ \_\_\_\_\_ (see rate sheet)

Yes, book same ad(s) for 2013:  \_\_\_\_\_  
 (5% returning advertiser discount applies + multi ad discount 5%) Your Signature \_\_\_\_\_

Mail to ~ International Selkirk Loop US: PO Box 920 / Bonners Ferry, ID 83805  
 Canada: PO Box 2079 / Creston, BC V0B 1G0



# THE INTERNATIONAL SELKIRK LOOP

## 2013 ADVERTISING OPPORTUNITIES

### Put the Selkirk Loop to work for your business

Want to deliver your business message to simply the most targeted market in our region – using the most cost-effective advertising vehicles anywhere?

No other publication, organization or marketing vehicle can present your business to the highly targeted market of visitors to the International Selkirk Loop. And these advertising opportunities are available only to ISL members – a prime benefit of your ISL membership.

#### Some facts about Selkirk Loop visitors

- 1 in 3 people who request information on the loop convert to a visitor
- 83% of visitors indicate the Selkirk Loop information they requested influenced their decision to come
- The average loop visitor spends \$207 to \$573 per day
- Average length of stay was 3.3 days; 40% stayed 4 or more days
- 64% are planning less than 2 weeks ahead

#### 2013 Travel Guide Ad Rates

Ad Size - inches width x height	Rates US & CDN
Full outside back 5 1/4" x 8 1/4"	\$2,800
Full inside front or back cover	2,500
Full inside 4 5/8" x 7 3/4"	2,100
1/2 page horz 4 1/4" x 6 1/4" • vert 2 7/8" x 7 1/4"	1,100
3/4 page horz 4 1/4" x 1 3/4" • vert 2 3/8" x 3 3/4"	659
1/6 page 2 1/4" x 1 1/4"	379
4-line listing	199

#### 2013 Map Ad Rates

Ad Size - inches w x h	Map side	Back side
Outside Back Cover	\$2,900	
Full Panel 3 7/8" x 8 3/4"	2,600	\$2,800
2/3 panel 3 3/4" x 5 3/4"	1,600	1,300
1/2 panel 3 1/4" x 4 3/4"	1,300	1,000
1/3 panel 3 3/4" x 2 3/4"	900	795
1/6 panel 3 3/4" x 1 3/4"	690	595
100 word	n/a	350
50 word	n/a	199

#### Website Banner & Tile Ads (Effective to 6/1/2013)

Location	Monthly*	3 months**	6 months**
Town page	\$50	\$125	\$225
Home page	\$200	\$500	\$900
Home page footer	\$150	\$350	\$600
Map page	\$75	\$185	\$335

Ads rotate in position with one other advertiser. Ad design not included; ads must be provided to our specification. One-time fee for basic ad design, \$50. \*For monthly placement, there is a one-time \$25 setup fee \*\* NO setup fee for 3-month and 6-month contracts.

**SAVE \$\$!**  
Ask about our multiple ad discount when you advertise in at least two venues.

#### Selkirk Loop Travel Guide

Printed annually, the 64-page, 5-5" x 8-5" color glossy travel guide is the most comprehensive print guide to the loop.

Circulation: 30,000 copies

Distribution: Regional visitor centers, at 300+ locations around the Selkirk Loop, and by direct mail to all who request loop information by phone or website.

#### Selkirk Loop Map

Also printed annually, the 24" x 18" travel map is utilized as "the" roadmap for travelers around the loop.

Circulation: 30,000 copies

Distribution: At regional visitor centers and brochure racks, 500+ locations within a day's drive of the loop; and also by direct mail to queries by phone or website.

#### Selkirk Loop website

Our website, [www.SelkirkLoop.org](http://www.SelkirkLoop.org), is one of the most heavily trafficked visitor and tourism sites on our region. Check out the newly designed town pages. Traffic stats from 2011: 45,344 visits, 184,567 page views, 4.38 pages per visit, 73.77% new visitors. Targeted ads: Ads placed on pages of information specific to your town, region or activity.

International Selkirk Loop • [www.selkirkloop.org](http://www.selkirkloop.org) • [info@selkirkloop.org](mailto:info@selkirkloop.org)  
Location: 6414 Kootenai St. • PO Box 920 • Bonners Ferry, ID 83805  
In Canada: PO Box 2079, Creston, BC V0B 1G0  
Tel: (888) 823-2626 tel/Fax: (208) 267-0822



# THE INTERNATIONAL SELKIRK LOOP

## 2013 PUBLICATION AND CLOSING DATES

Publication	Space reservations	Camera ready ad materials	Publication Date
TRAVEL GUIDE	Nov. 19, 2012	Dec. 3, 2012	Jan. 11, 2013
TRAVEL MAP	Jan. 21, 2013	Jan. 28, 2013	Feb. 18, 2013

### 2013 Travel Guide Ad Sizes

**FULL PAGE**  
PAGE SIZE 5.25" X 8.25"  
LINE 4.75" X 7.75"  
BLEED 4.25" X 7.75"  
SIZE 5.5" X 8.5"

**HALF PAGE Vertical**  
SIZE 2.375" X 7.75"

**QUARTER PAGE Vertical**  
SIZE 2.375" X 3.75"

**1/3 PAGE**  
SIZE 3.75" X 1.75"

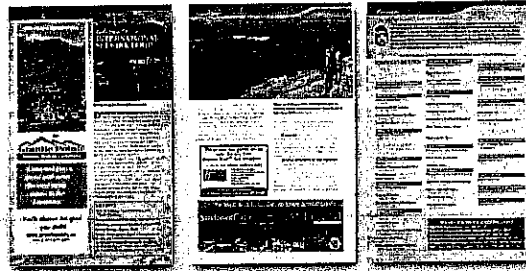
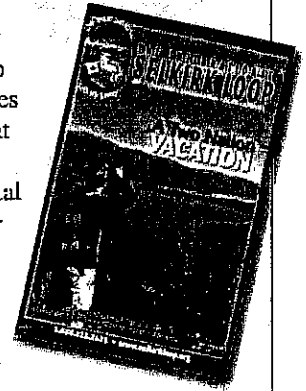
**QUARTER PAGE Horiz**  
SIZE 4.75" X 1.75"

**HALF PAGE**  
SIZE 4.75" X 3.75"

### The Selkirk Loop Travel Guide

Printed annually, the 64-page, 5.5"x8.5" color glossy travel guide is the most comprehensive print guide to the loop. Inside is a town-by-town review on activities and events in each area. In the back is a directory that provides contact information for all members.

The Travel Guide is now published also as a digital flip-page edition at [www.selkirkloop.org](http://www.selkirkloop.org). **Bonus for advertisers: Every display ad can be hot linked!**



### 2013 Map Ad Sizes

**FULL PANEL**  
SIZE 3.75" X 8.75"

**2/3 PANEL**  
SIZE 3.75" X 5.675"

**1/2 PANEL**  
SIZE 3.75" X 4.75"

**1/3 PANEL**  
SIZE 3.75" X 2.75"

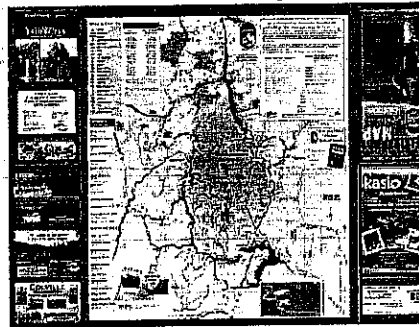
**1/4 PANEL**  
SIZE 3.75" X 2.125"

**1/6 PANEL**  
SIZE 3.75" X 1.575"

### The Selkirk Loop Map

Also printed annually, the 24"x18" travel map is utilized as "the" roadmap for travelers around the loop.

A full panel is 3.75" x 8.75"

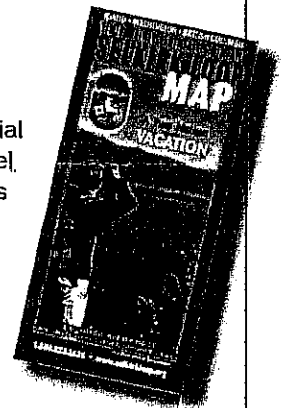


Map side



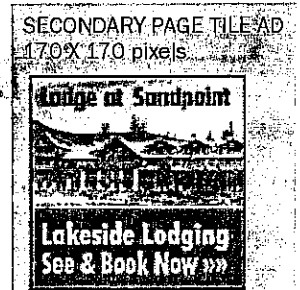
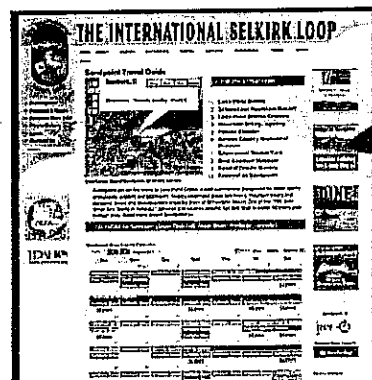
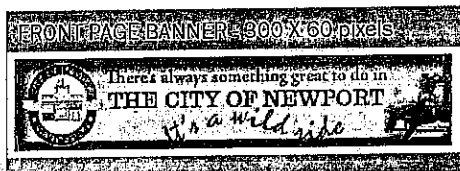
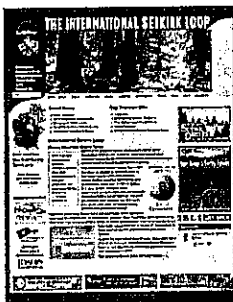
Partial panel sizes

Back side



### The Selkirk Loop Website

Our website, [www.SelkirkLoop.org](http://www.SelkirkLoop.org), is one of the most heavily trafficked visitor and tourism sites on our region.





# 2013 Website Advertising Order

[www.SelkirkLoop.org](http://www.SelkirkLoop.org)

The International Selkirk Loop website at [www.SelkirkLoop.org](http://www.SelkirkLoop.org) is one of the most heavily used visitor and tourism sites in our region – and provides a powerful advertising opportunity exclusively for ISL member businesses.

**Web user snapshot • 2011**  
**Page views:** 184,567  
**Website visits:** 45,344  
**44.6%** plan trip to Loop this year  
**Average length of trip:** 3-5 days  
**38.7%** plan to spend \$500-\$1000

Ads are placed on pages of information specific to the advertiser's town, region or activity, providing targeted, cost-effective delivery of their advertising message. Ads rotate in position with only one other advertiser. All ad positions are available on a first-come basis.

## Banner & Tile Ad Rates

Location	Monthly*	3 months**	6 months**
Town page	\$50	\$125	\$225
Home page right side	\$200	\$500	\$900
Home page footer	\$150	\$350	\$600
Map page	\$75	\$185	\$335

Rates do not include ad design; advertisers must provide ads to ISL's specifications. **Need help with ad design?** We'll design your ad for a one-time \$50 fee, which includes one conceptual design using logo, photo or art you provide. More extensive design available for an hourly \$75 fee.

\*For ads placed on monthly billing basis, there is a one-time \$25 setup fee.  
 \*\* For ads placed on 3-month or 6-month contract, the setup fee is waived.

## Advertising Insertion Order

Circle location: Home page    Map page    Town page: \_\_\_\_\_

Circle ad term: Monthly    3 Months    6 Months    Months to run: \_\_\_\_\_    Rate: \_\_\_\_\_

Business Name \_\_\_\_\_

Contact \_\_\_\_\_ Phone \_\_\_\_\_ Fax \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_ St/Prv \_\_\_\_\_ Code \_\_\_\_\_

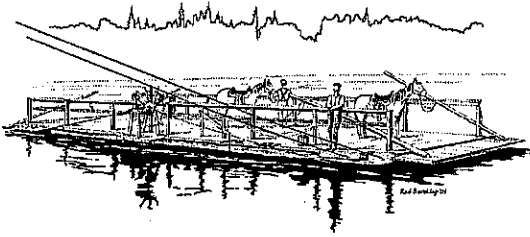
To pay by credit card, please provide your details: (circle one) Visa    Mastercard

Card Number: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Billing ZIP or security code \_\_\_\_\_

### International Selkirk Loop

US Address: PO Box 920, Bonners Ferry, ID 83805 Tel. 888-823-2626 • 208-267-0822 • Fax 208-267-0822  
 Canadian Address: PO Box 2079, Creston, BC V0B 1G0 Tel. 877-428-2046 • Fax 208-267-0822



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 31 August 2012  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: SCADA Work contract with Applied Solutions, LLC.

This memo is to recommend that the City enter into the Subject Attached Contract with Applied Solution, LLC for SCADA work.

This work will be for the ongoing maintenance of the Automation systems in our Water/Sewer Department and at the Power Plant.

Further, we anticipate we will need to do significant work on the Water/Sewer Scada system in the next 18 months.

SJB

**FORM 111**  
**PROFESSIONAL SERVICES AGREEMENT**

AGREEMENT made between CITY OF BONNERS FERRY (Governmental Entity), a political subdivision of the state of Idaho, herein "ENTITY" and Applied Solutions, LLC herein "CONTRACTOR").

The parties agree as follows:

1. SCOPE OF WORK: ENTITY engages CONTRACTOR to perform the work associated with the Control and Automation Services.

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2. PAYMENT: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement the Per Attached for said services. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein. However, the ENTITY will retain 10% until Part 12 Inspection report is accepted by the FERC or in the event that the FERC has not commented on the report within eight months after submission of the report to ENTITY by CONTRACTOR, until that date, whichever occurs first.

3. RIGHT OF CONTROL: ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venture of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.

5. FEDERAL, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.

6. LICENSES AND LAW: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.

7. FRINGE BENEFITS: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

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. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

10. EFFECTIVE DATE: This contract will run from 1 Sep 2012 to 31 December 2013 unless terminated by either party with 30 days written notice.

11. 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.

12. 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 act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

13. 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 said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

14. NONWAIVER: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

15. CHOICE OF LAW: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.

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

17. SEVERABILITY: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

18. 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:

By: David Anderson  
Its: Mayor

ATTEST:

Kris Larson  
Clerk of The City of Bonners Ferry

CONTRACTOR:

By \_\_\_\_\_  
(Name)

Its \_\_\_\_\_  
(Title or Office)

WITNESS:

\_\_\_\_\_  
(Signature of Witness or Notary Public)

Form and content approved by \_\_\_\_\_, as attorney for \_\_\_\_\_  
(Governmental Entity).

## Stephen Boorman

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**From:** Eric Fox [eric@appliedsolutionsllc.com]  
**Sent:** Thursday, August 23, 2012 4:23 PM  
**To:** sboorman@bonnersferry.id.gov  
**Subject:** ASLLC Qualifications and Rate Sheet  
**Attachments:** 2012-ASRates.pdf; Statement of qualifications 2012.pdf

Stephen,  
Thanks for meeting with me and discussing our qualifications and showing me around your system.

Attached are the documents as discussed.

Thanks again, and we look forward to supporting you in the future.

Eric Fox  
Partner/Control Engineer

Applied Solutions, LLC  
104 S. Freya Street  
Suite 314A, Orange Flag Bldg.  
Spokane, WA 99202  
Office: 509.533.0982  
Cell: 509.951.1620  
Fax: 509.533.0923

# Applied Solutions, LLC

P.O. Box 40194  
Spokane, WA 99220-0902

Telephone: (509) 533-0982  
Fax: (509) 533-0923

## FEE SCHEDULE

**Engineering**                      Base Rate                      **\$94.00/Hr.**  
As of 5/1/2012  
(Subject to change on 5/1 of each year)

<b>REGULAR TIME</b>	Weekdays (non-holiday) up to 10 hours	BASE RATE
<b>OVERTIME</b>	Weekdays above 10 hours, weekends and holidays  Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day	BASE RATE x 1.5
<b>EMERGENCY CALLS</b>	Weekdays (non-holiday) between 8:00 a.m. and 5:00 p.m. All other hours	BASE RATE x 1.5 BASE RATE x 2.0
<b>TRAVEL TIME</b>	Time en route between Applied Solutions and job site	PREVAILING RATE
<b>EXPENSES</b>	Lodging Meals Company or personal auto Other transportation Non-service items (shipping, documentation, etc.)	COST IRS PER DIEM IRS PER DIEM COST COST
	<i>A 5% service charge will be added to all expenses.</i>	
<b>EQUIPMENT</b>	Purchased Hardware/Software	COST + 15%
<b>PAYMENT TERMS</b>	Applied Solutions will progress invoice monthly. Payment terms are net-30 from invoice date.	



# STATEMENT OF QUALIFICATIONS

## Applied Solutions, LLC

Industrial Control and Automation Services

Process, Machine, Batch, and Motion Control  
SCADA Systems and Data Acquisition

JANUARY 2012

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PO Box 40194, Spokane, WA 99220  
Telephone: (509) 533-0982 Fax: (509) 533-0923  
Email: [Office@appliedsolutionsllc.com](mailto:Office@appliedsolutionsllc.com)

# Applied Solutions, LLC

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Statement of Qualifications

## TABLE OF CONTENTS

COMPANY BACKGROUND AND PHILOSOPHY.....	3
COMPANY INFORMATION.....	4
GENERAL.....	4
PARTNERS.....	4
BANK REFERENCES.....	5
INSURANCE.....	5
TRADE REFERENCES.....	5
CLIENT REFERENCES.....	6
SERVICES.....	7
SUPPORT.....	7
PARTNERS RESUMES.....	8

# Applied Solutions, LLC

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## Statement of Qualifications

### **COMPANY BACKGROUND & PHILOSOPHY**

Applied Solutions, LLC is a Spokane, Washington based company, formed in 1996 to offer its expertise in control systems integration. Applied Solutions was established with the intent of providing an enjoyable experience for the industrial/ municipal client, while acquiring a value oriented, professionally executed system.

Applied Solutions, LLC is a Rockwell Software Systems Integrator and a Wonderware System Integrator, furnishing our customers a trained and qualified staff to assist in implementing Rockwell Automation and Wonderware products. We integrate a variety of industry-standard products and technologies to provide proven and reliable industrial control and automation solutions.

We are committed to providing solutions that meet our customer requirements, present and future. We offer competitively priced control systems encompassing conceptual design through implementation and training. Applied Solutions, LLC is dedicated to providing value conscious control systems, with customer satisfaction at the top of our priorities. The success of our efforts is demonstrated by the list of long- term client relationships that we possess. Our clients will attest to the product quality and value that they continue to receive. We invite you to contact them.

# Applied Solutions, LLC

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## Statement of Qualifications

### COMPANY INFORMATION

Applied Solutions, LLC (ASLLC) is a privately held, Limited Liability Company, Formed in 1996 in the state of Washington.

ASLLC has been in business for 16 years. Partners Eric W. Fox and Craig L. Smith, P.E. are equal owners, and have been involved in all facets of the business including business finances, sales, engineering, and project management. This broad range of experience and skills is extremely beneficial to our clients.

### GENERAL

Office Address: 104 S Freya, Orange Flag Bldg, Suite 314A  
Spokane, WA 99202-4862

Mailing Address: PO Box 40194  
Spokane, WA 99220-0902

Phone: (509) 533-0982  
Fax: (509) 533-0923

Website: <http://www.appliedsolutionsllc.com>  
Email Address: [office@appliedsolutionsllc.com](mailto:office@appliedsolutionsllc.com)

State of Incorporation: Washington  
Federal Tax Payer ID #: 91-1720452  
Dunn & Bradstreet #: 941565590  
UBI#: 601708390  
City of Spokane License #: DBL21194

### PARTNERS

Craig L. Smith  
Eric W. Fox

# Applied Solutions, LLC

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## Statement of Qualifications

### **BANK REFERENCE**

Washington Trust Bank  
East Sprague Branch  
PO Box 2127  
Spokane, WA 99210-2127  
Contact: Debbie Green  
Phone: (509) 353-5670

### **INSURANCE**

Agent:

Wells Fargo Insurance Service Northwest, Inc.  
601 West Main Ave., Suite 1400  
Spokane WA 99201-0635  
Contact: Keith McNally  
Phone: (509) 358-3800

Coverage:

General Liability:	\$ 1,000,000.00
Automobile Liability:	\$ 1,000,000.00
Umbrella Liability	\$ 4,000,000.00
Worker's Compensation:	\$ 1,000,000.00
Errors & Omissions	\$ 1,000,000.00

### **TRADE REFERENCES**

**Branom Instruments**  
626 N. Helena Avenue  
Spokane, WA 99202  
Contact: Larry Helmer  
Phone: (509) 534-9395  
Fax: (509) 534-9397

**Columbia Electric Supply**  
PO Box 1120  
Vancouver, WA 98666  
Contact: Frank Paquet  
Phone: (509) 325-4500  
Fax: (509) 326-7217

# Applied Solutions, LLC

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## Statement of Qualifications

### TRADE REFERENCES (CONTINUED)

#### **Field Instruments and Controls, Inc.**

2110 E. Emily Lane  
Spokane, WA 99208  
Contact: Jamie Sullivan  
Phone: (509) 466-8226  
Fax: (509) 466-8227

#### **ISS-Wonderware**

18939 - 120th Avenue NE, Suite 111  
Bothell, WA 98011  
Contact: Toni Trudeau  
Phone: (888) 449-0494  
Fax: (888) 942-4999

#### **Stoneway Electric Supply**

402 N. Perry Street  
PO Box 4037  
Spokane, WA 99220-0037  
Contact: Bob Corrick  
Phone: (509) 535-2933  
Fax: (509) 535-9508

### CLIENT REFERENCES

#### **ALCOA**

Asotin County PUD  
CH2MHill  
City of Airway Heights, WA  
City of Cheney  
City of Chewelah  
City of Deer Park  
City of Medical Lake, WA  
City of Post Falls, ID  
City of Sandpoint, ID  
City of Spokane

#### **Kimbal**

Fluor Global Services  
J-U-B Engineers, Inc.  
Keigley & Co., Inc  
Mountain States Electrical Contractors  
Pend Oreille County PUD  
PUD No. 1 of Stevens County, WA  
Spokane County Utilities  
Triumph Composite Systems, Inc.  
Whitworth Water District No. 2

# Applied Solutions, LLC

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## Statement of Qualifications

### SERVICES

Applied Solutions, LLC provides the following engineering services:

- ❖ Project Evaluation
- ❖ Conceptual Design
- ❖ Functional Specification
- ❖ System Architecture
- ❖ Equipment Specification
- ❖ Control Panel Design & Fabrication (UL 508A)
- ❖ Engineered Drawings
- ❖ PLC Application Development
- ❖ HMI Application Development
- ❖ Pre-Startup System Testing
- ❖ Final Documentation
- ❖ Project Management

### SUPPORT

We are available both during and after project implementation to provide the following sub-categories:

- ❖ Installation and Startup Assistance
- ❖ Field Modifications / Maintenance
- ❖ Troubleshooting
- ❖ Programming and Maintenance Training
- ❖ After Commissioning Support

# Applied Solutions, LLC

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## Statement of Qualifications

**CRAIG L. SMITH, P.E.**

### EDUCATION

- May, 1990      **GONZAGA UNIVERSITY** - Spokane, Washington  
Bachelor of Science, Electrical Engineering  
Physics Minor
- June, 1977      **SPOKANE COMMUNITY COLLEGE** - Spokane, Washington  
Associate of Arts, Industrial Electricity

### EXPERIENCE

- July 1995 to Present      **APPLIED SOLUTIONS, LLC** - Spokane, Washington  
A privately held electrical engineering consulting firm that I established as a sole proprietor and later turned into a partnership. The company specializes in industrial automation system design, development, and implementation.

#### Control Engineer/Owner

- Performed initial company setup
- Established client base
- Setup/configured the original accounting system
- Administer medical and retirement plans
- Perform the general duties of running a consulting firm and control panel shop
- Compile project proposals
- Write functional specifications
- Develop control system architecture
- Specify control and instrumentation equipment
- Engineer/develop control system layout and electrical drawings
- Procure project hardware and software
- Design and develop PLC programs and operator interface applications
- Perform system start-up, project commissioning, and operator training classes
- Write operation manuals and compile project documentation
- Project management

- June 1992 to July 1995      **PROGRAMMABLE CONTROL SERVICES, INC.** - Spokane, Washington  
A privately held electrical engineering consulting firm specializing in the development and application of microprocessor-based industrial automation.

#### Control Engineer

- Performed the same general duties as outlined for ASLLC less the ownership tasks
- Taught Allen-Bradley Control View classes



# Applied Solutions, LLC

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## Statement of Qualifications

### Craig's Resume Continued:

April 1990 to  
June 1992      **DOYLE ENGINEERING, INC.** - Spokane, Washington  
A privately held electrical engineering consulting firm specializing in commercial and industrial electrical systems.

#### Electrical Engineer

- Assisted with project proposals
- Designed power, lighting, alarm, and data systems for commercial buildings
- Designed industrial power and control systems
- Wrote functional and hardware specifications
- Reviewed submittal data and shop drawings
- Performed project contract administration
- Tracked projects from conception to completion

Sept 1984 to  
Sept 1987      **PANTROL, INC.** - Spokane, Washington  
A privately held company specializing in the application, manufacturing, and sales of industrial control systems and equipment.

#### Control Technician

- Compiled bids for control/instrumentation projects
- Designed control systems: hardware and software
- Organized equipment procurement and shipping schedules
- Oversaw control panel fabrication and performed final checkout
- Performed system start-up, project commissioning, and operator training classes
- Oversaw completion of project documentation
- Interfaced with customer throughout project duration (project management)
- Responsible for UL 508 program (Industrial Control Panels)

Oct 1977 to  
Sept 1984      **ELECTRO-POWER CORPORATION** - Spokane, Washington  
A privately held company specializing in the application, manufacturing, and sales of industrial control systems and equipment.

#### Control Technician

- Performed the same general duties as outlined for Pantrol
- Assembled custom control panels

# Applied Solutions, LLC

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## Statement of Qualifications

Craig's Resume Continued:

### TECHNICAL SKILLS

- Computer languages: Fortran, BASIC
- Operating Systems: MSDOS, Microsoft Windows 3.1, 95, 98, NT, 2000, and XP
- General Software: Microsoft Office, WordPerfect, AMI PRO, Lotus 123, MS Project, Quicken, QuickBooks Pro, Peach Tree, AutoCAD
- PLC experience: Allen-Bradley, Reliance, General Electric, Modicon, Texas Instrument, Rugid Computer
- PLC Programming Software: RSLogix 5/500/5000, Allen-Bradley 6200, APS, ICOM AI Series, ICOM WinLogic for Windows, Reliance APX, G.E., UPDOC, TI-Soft, Rugid Computer
- Operator Interface: Wonderware InTouch, Intellution Fix DMACS, ICOM WinView, TCP Smartscreen, Allen-Bradley Control View, RSView, and a majority of the software presently offered by Rockwell Software including information software

### AFFILIATIONS

- Registered Professional Engineer in the State of Washington
- Former IEEE Board Member
- Tau Beta Pi (National Engineering Honor Society)

# Applied Solutions, LLC

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## Statement of Qualifications

*ERIC W. FOX*

### EDUCATION

- Dec, 1991      *GONZAGA UNIVERSITY* - Spokane, Washington  
B.S.E.E. - Bachelor of Science, Electrical Engineering  
Specialized in power systems, industrial controls, and computer applications
- June, 1988      *SPOKANE COMMUNITY COLLEGE* - Spokane, Washington  
Pre-Engineering

### EXPERIENCE

- May 1996 to      *APPLIED SOLUTIONS, LLC* - Spokane, Washington  
Present              Specializing in industrial automation system design, development, and  
                                 implementation

#### Control Engineer/Owner

- Responsible for all areas of business: sales, engineering/programming, project management, and finances.
- Perform the general duties of running a business
- Write functional specifications
- Integration experience in the primary aluminum, precious metals, natural gas, power, water and wastewater industries.
- Write project proposals
- Develop control system architecture
- Specify control and instrumentation equipment
- Engineer/develop control system layout and electrical drawings
- Design and develop PLC programs and operator interface applications
- Perform system start-up, project commissioning, and operator training classes
- Write operation manuals and compile project documentation

- Jan. 1992 to      *PROGRAMMABLE CONTROL SERVICES, INC.* - Spokane, Washington  
May 1996              A privately held electrical engineering consulting firm specializing in the  
                                 development and application of microprocessor-based industrial automation.

#### Control Engineer

- Broad experience in control system integration
- Project bidding, hardware specification, electrical elementary and I/O drawings, programming, project management, troubleshooting, and startup of control systems

# Applied Solutions, LLC

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## Statement of Qualifications

Eric's Resume Continued:

- AC and DC Drive experience
- Assistant Novell Network Manager
- Extensive use of all PC Software and Windows Operating Systems

Jan. 1990 to Jan. 1992 **PROGRAMMABLE CONTROL SERVICES, INC.** - Spokane, Washington  
A privately held electrical engineering consulting firm specializing in the development and application of microprocessor-based industrial automation.

Designer/Drafter

- Designed Control System Electrical Schematics and I/O Drawings
- Designed Control Panel Layouts
- Programmed in Basic and C

## TECHNICAL SKILLS

- Computer languages: Fortran, BASIC, Visual Basic
- Operating Systems: MSDOS, Microsoft Windows 3.1, 95, 98, NT, 2000, and XP, Vista
- General Software: Microsoft Office, WordPerfect, MS Project, QuickBooks Pro, Peach Tree, AutoCAD
- PLC experience: Allen-Bradley, Reliance, General Electric, Texas Instrument, Siemens, GE/Harris D20
- PLC Programming Software: RSLogix 5/500/5000, Allen-Bradley 6200, APS, ICOM AI Series, Reliance APX, G.E., TI-Soft, Logic Beach
- Operator Interface: Wonderware InTouch, TCP Smartscreen, Allen-Bradley ControlView, RSView, FactoryTalk SE, and a majority of the software presently offered by Rockwell Software including information software

## AFFILIATION

- IEEE Spokane: 1998 Section President, 1997 Vice President, 1996 Secretary 1994-96 Program Directory, 1992-93 Awards Committee Chairman

## Kris Larson

---

**From:** Stephen Boorman [sboorman@bonnersferry.id.gov]  
**Sent:** Wednesday, August 22, 2012 1:35 PM  
**To:** 'Kris Larson'  
**Subject:** FW: Risk Management Discount Program

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**From:** Intake [mailto:mainfax@icrmp.org]  
**Sent:** Wednesday, August 22, 2012 8:14 AM  
**To:** Stephen Boorman  
**Subject:** RE: Risk Management Discount Program

The Risk Management Discount Program is a yearly program. By successfully completing the program last year you received a 5% discount for policy year 2012-2013. By successfully completing the program this year, you will receive a 5% discount for policy year 2013-2014.

*Leona Kuwana*  
*Member Services Assistant*  
*Phone: (208) 336-3100*  
*Fax: (208) 336-2100*

[www.icrmp.org](http://www.icrmp.org)



NOTICE: This email, and any files transmitted with it, is the property of the ICRMP and may contain information considered privileged or confidential and legally exempt from disclosure. If you have received this email in error, please notify the sender immediately by calling 208-336-3100 or toll free 800-336-1985

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**From:** Stephen Boorman [mailto:sboorman@bonnersferry.id.gov]  
**Sent:** Tuesday, August 21, 2012 10:48 PM  
**To:** Intake  
**Cc:** 'Kris Larson'  
**Subject:** Risk Management Discount Program

The City of Bonners Ferry did this last year. Is it available each year? Or, since we have completed this program once we are done?

Thanks  
Stephen Boorman  
City of Bonners Ferry  
208-267-0357

## Stephen Boorman

---

**From:** Kris Larson [klarson@bonnersferry.id.gov]  
**Sent:** Tuesday, August 21, 2012 1:19 PM  
**To:** Stephen Boorman  
**Subject:** FW: ICRMP Risk Management Discount Program

Do we need to do this each year?

kl

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**From:** Beth Hagen [mailto:bhagen@icrmp.org]  
**Sent:** Tuesday, August 21, 2012 12:17 PM  
**To:** klarson@bonnersferry.id.gov  
**Subject:** ICRMP Risk Management Discount Program

Dear ICRMP Member,

The new and improved ICRMP Risk Management Discount Program is now available for you to start! Remember, this is the program that earns your agency a 5% discount on your member contribution for the October 1, **2013** renewal.

We've streamlined the enrollment process and have created training specific to each employee's department. No longer will you have to figure out which employee has to take what training. When the employee enrolls, they simply select their department. From that selection, the courses specific to them will appear in their training window. Also, as the administrator for your agency, you will have access to a summary dashboard that shows you where your agency is at in obtaining your 5% discount.

All the details can be found at <http://www.icrmp.org/RMDP/Default.aspx>.

Also, we will have the following web trainings for you to see this new process in action:

- August 29, 2012 at 10 AM (Mountain Standard Time)
- September 12, 2012 at 2 PM (Mountain Standard Time)
- September 20, 2012 at 11 AM (Mountain Standard Time)

If you are interested in attending one of these "webinars", reply via this e-mail and tell us which date you choose.

As always, if you have any questions, feel free to email us or call us at 1-800-336-1985.

Sincerely,

ICRMP Member Services Team

The regularly scheduled Planning and Zoning meeting for August 30, 2012 was called to order at 5:30pm, by Chairwoman Glenda Poston. Present for the meeting were: Chairwoman Glenda Poston, Planning and Zoning Members Sue Larson, Wally Cossairt, Brad Hanson, Dave Gray, Andy Howe, City Administrator Stephen Boorman, Assistant City Administrator David Sims, Office Clerk Christine McNair, also present Jennifer Porter.

Chairwoman Glenda Poston opened the hearing for Rezoning Application from Residential A to Commercial for the Kootenai Tribe of Idaho for Blocks 11, 14 and 15 of the Eaton Addition at 5:30pm. She explained how the meeting would be run.

Stephen gave his presentation. Stephen stated that notices were sent to the property owners and the paper. There were no staff comments and the Traffic Safety Committee did not meet regarding this application. Stephen stated that Arizona Street will be the division line between commercial and residential property. Two of the lots in the rezone area are held in trust by the Kootenai Tribe of Idaho.

Jennifer Porter, the chairwoman for the Kootenai Tribe of Idaho, gave her presentation. She stated that the Tribe is requesting that the parcels be rezoned to Commercial. Glenda asked if the parcels have structures. Stephen said that two parcels do. Brad asked if the expansion is planned within the next 12 months and if the expansion will be for hotel rooms. Jennifer said that the Council hasn't decided for sure, but that is the plan at this time.

No written correspondence was received.

No one spoke in support of the Rezone Application.

No uncommitted testimony.

No opposition to the Rezone Application.

Wally asked if there will be an increase in traffic on Arizona Street. Jennifer said no that the traffic will still be on the Tribe's property.

Glenda closed the hearing at 5:39 pm.

Glenda called the regular meeting to order at 5:39 pm.

Dave moved to accept the minutes as correct. Wally seconded the motion. Motion carried with all in favor.

Dave moved to approve the request to Rezone Blocks 11, 14 and 15 of the Eaton Addition from Residential A to Commercial by the Kootenai Tribe of Idaho as proposed

in the application. Andy seconded the motion. Andy – yes, Dave – yes, Brad – yes,  
Wally – yes, Sue – yes

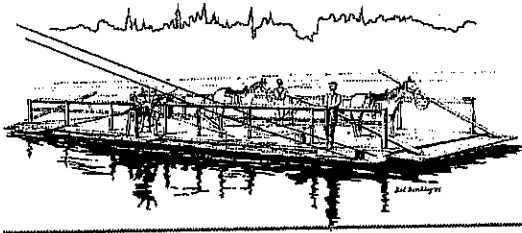
Glenda moved to adjourn. Andy seconded the motion. Motion passed with all in favor.

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Glenda Poston, Chairwoman

Attest: \_\_\_\_\_  
Christine McNair, City Office Clerk





## CITY OF BONNERS FERRY

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

### APPLICATION FOR REZONING

APPLICANT NAME: Kootenai Tribe of Idaho

PHONE: (208) 267-3519

**RECEIVED**

MAILING ADDRESS: P.O. Box 1269, Bonners Ferry, Idaho 83805

**AUG 09 2012**

LEGAL DESCRIPTION: (attach if necessary) **See attached descriptions**

CITY OF BONNERS FERRY

STREET ADDRESS OF PROJECT: 6291 and 6299 Arizona Street and adjacent unaddressed properties north/northwest of Arizona Street

SIZE OF PROPERTY: 63,815.40 sq. ft. (ft x ft) CURRENT ZONING: Residential A

#### WHAT ZONE BORDERS THE PROJECT SITE:

NORTH: Commercial/ Trust

SOUTH: Commercial

EAST: NE: Commercial/Residential A; SE: Commercial

WEST: Commercial/ Trust

#### WHAT CURRENT USES BORDERS THE PROJECT SITE:

NORTH: Hotel

SOUTH: School Administration/Riverside Alternative School

EAST: NE: Residential; SE: School Administration/Riverside Alternative School

WEST: Parking Lot/Hotel

NOTE: If additional parcels are appropriate for rezoning along with the applicants please note on an attachment along with support letters if available from the associated properties owners. **See attached**

#### SITE PLAN ATTACHEMENT: **See attached Record of Survey and Attachment**

- a. show location of structures on property with dimensions
- b. show location of signs and outdoor lighting if applicable
- c. show entrances onto City streets and names of streets
- d. indicate property lines

BUSINESS INFORMATION: (if applicable)

- a. proposed business name n/a
- b. description of business: Addition to Kootenai River Inn
- c. See attached

LETTERS OF COMMENT: please attach to application

STATEMENTS ATTACHMENT: (address the following) See attached

- a. Full description of proposed use (be specific)
- b. How does the requested use conform with the area's land use?
- c. Would the requested use adversely affect the public interest? And why.

THE DATE OF THE PLANNING AND ZONING COMMISSION HEARING WILL BE ESTABLISHED UPON ACCEPTANCE OF A **COMPLETE** APPLICATION. AN APPLICATION WILL BE CONSIDERED COMPLETE WHEN ALL OF THE REQUESTED INFORMATION HAS BEEN SUBMITTED. I ALSO UNDERSTAND THAT THE DECISION MADE BY THE CITY PLANNING AND ZONING COMMISSION IS ONLY A RECOMMENDATION TO THE CITY COUNCIL, WHICH HAS THE FINAL DECISION CONCERNING MY REQUEST.

I UNDERSTAND THAT ALL LOCAL, STATE, AND FEDERAL PERMITS WILL BE APPLIED FOR SEPERATELY. (I.E. BUILDING, ELECTRICAL, PLUMBING, ETC.)

ALL THE INFORMATION, STATEMENTS, ATTACHMENTS, AND EXHIBITS TRANSMITTED HERE WITHARE TRUE TO THE BEST OF MY KNOWLEDGE.

Ronald Abraham

SIGNATURE

RONALD ABRAHAM

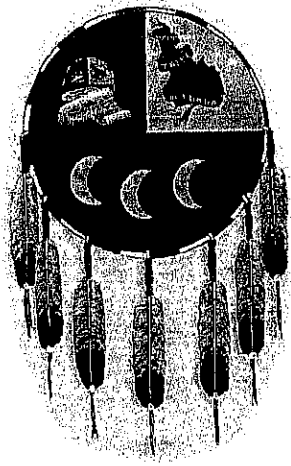
PRINTED NAME

8/9/12

DATE

208-267-3519

PHONE NUMBER



# Kootenai Tribe of Idaho

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

August 9, 2012

Mr. David Anderson, Mayor  
City of Bonners Ferry  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, Idaho 83805

Re: Application for Rezoning

Dear Mayor Anderson:

The Kootenai Tribe of Idaho (Tribe) appreciates its cooperative relationship with the City of Bonners Ferry. The Tribe requests zone changes for certain of its properties located within the exterior boundaries of the City of Bonners Ferry from their current Residential A status to Commercial in order to accommodate the further expansion of business in the municipal limits as contemplated in Bonners Ferry City Ordinance Section 11-2-1(D).

Subject Property Descriptions:

All subject properties are located in Township 62 North, Range 1 East, Boise Meridian.

**KING HOUSE PARCEL**

The Kootenai Tribe of Idaho owns a 100 percent fee interest in the following described property:

Lots 1 and 2, Block 11, Eaton Addition, LESS the Northwesterly 1 foot, Eaton Addition to the City of Bonners Ferry; according to the plat thereof on file with the Boundary County, Idaho, Recorder, for a combined acreage of 0.156, more or less.

**MULLIS HOUSE PROPERTY**

The United States of America holds in trust for the benefit of the Kootenai Tribe of Idaho the following described property<sup>1</sup>:

An undivided 4/4 TRUST interest in Lots 3, 4, 5, and 6, Block 11, Eaton Addition to Bonners Ferry, Idaho, according to the plat thereof, recorded in Book 1 of Plats, page 7 of the Official Records; less the Northwesterly one (1) foot thereof.

Containing 0.287 acres more or less.

### **KOOTENAI RIVER INN PARKING LOT PARCELS**

The Kootenai Tribe of Idaho owns a 100 percent fee interest in the following seven parcels:

- **Hamilton:**

Lots 7 through 10, Block 11, Eaton Addition, LESS the Northwesterly 1 foot of Lots 7 through 10, Block 11, Eaton Addition to the City of Bonners Ferry; according to the plat thereof on file with the Boundary County, Idaho, Recorder.

- **Krouse:**

Lots 11 and 12, Block 11, Eaton Addition to the City of Bonners Ferry, LESS the Northerly 1 foot of Lots 11 and 12, Block 11, Eaton Addition; according to the plat thereof on file with the Boundary County, Idaho, Recorder.

For a combined acreage of 0.484, more or less.

- **Chapman 1:**

Lots 13 and 14, Block 11, Eaton Addition to the City of Bonners Ferry, Less the Northwesterly 1 foot of Lots 13 and 14, Block 11, Eaton Addition; according to the plat thereof recorded in Book 1 of Plats, page 7, records of Boundary County, Idaho, containing 0.194 acres, more or less.

- **Blake:**

Parts of Lots 1, 2, and 3, Block 14, Eaton Addition to Bonners Ferry, Idaho, more particularly described as follows: Commencing at the Southeasterly corner of Lot 1; thence North a distance of 60 feet along the Eastern Boundary line of Lots 1, 2, and 3;

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<sup>1</sup> Property held in trust by the United States for the benefit of an Indian tribe is not subject to state or local tax and zoning laws. *City of Sherrill v. Oneida Indian Nation*, 554 U.S. 197, 220 (2005). In the interest of cooperation with the City of Bonners Ferry, the Tribe includes trust property in this request. This inclusion is a matter of courtesy only and does not subject Kootenai trust property to local tax and zoning laws or modify in any manner jurisdiction or authority over the Kootenai Tribe of Idaho, the Kootenai Reservation, trust lands or Kootenai Tribal members.

thence Westerly a distance of 30 feet; thence Southerly 60 feet on a line parallel with the Eastern boundary line of Lots 1, 2, and 3; thence Easterly 30 feet to the POINT OF BEGINNING, now a part of Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder, containing 0.041 acres more or less.

- **Koon:**

Commencing at the Southwest corner of Lot 1, Block 14, Eaton Addition; thence North along the West line of Block 14 a distance of 62.50 feet to a point; thence East a distance of 70.00 feet to a point; thence South a distance of 62.50 feet to the South line of Lot 1, Block 14, Eaton Addition; thence West a distance of 70.00 feet to the POINT OF BEGINNING, according to the plat thereof on file with the Boundary County, Idaho, Recorder, containing 0.100 acres more or less.

- **Chapman 2:**

That part of Lots 3 and 4, Block 14, Eaton Addition to Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho, Recorder, particularly described as follows: Commencing at the northwest corner of said Lot 4, thence south along the west line of Lots 3 and 4, 37.50 feet; thence, easterly and parallel to the north line of said Lot 4, 70 feet; thence, south and parallel to the east line of Lot 3, 2.50 feet; thence, east and parallel to the north line of Lot 4 30 feet to the east line of Lot 3; thence north along the east line of Lots 3 and 4, 40 feet to the northeast corner of Lot 4; thence west along the north line of Lot 4, 100 feet, containing 0.088 acres more or less, to the place of beginning.

- **Sandaker:**

Lots 5 and 6, Block 14, Eaton Addition to Bonners Ferry, according to the plat thereof on file with the Boundary County, Idaho Recorder, containing 0.115 acres more or less.

**Additional Parcels:**

There is a small parcel located directly adjacent to the subject properties to the northeast. Ownership of this parcel is unclear in the records. In the interest of creating a solid block of Commercial property, however, the Tribe suggests the City also rezone that small parcel.

Additionally, there is a small, irregular shaped lot adjacent to the subject properties to the north/northwest and more particularly described as Lots 7 and 8, Block 14, Eaton Addition, all in Section 26, Township 62 North, Range 1 East B.M., containing 0.11 acres more or less. The parcel is zoned Commercial and Residential A. The Tribe suggests the City also rezone that parcel so it is entirely Commercial.

**Site Plan Attachment:**

A Record of Survey showing the property boundaries and entrances onto City streets and names of streets is attached hereto. Please note that structures exist solely on the King House Parcel and Mullis House Parcel. The Tribe intends to raze both structures as part of its development.

Description of Proposed Use:

The Tribe is developing a new wing of additional rooms to be built on the site of the two existing homes on the King House Parcel and Mullis House Parcel. Final design is not yet complete. Anticipated design will have an approximate 145 feet x 85 feet footprint. The addition will consist of a two or three story building with approximately 18 rooms per floor.

The Parking Lot Parcels are currently used as parking for patrons of the Kootenai River Inn. The proposed use of these parcels will not change.

Conformity with Area's Land Use:

The subject properties are located between two Commercial zone areas. The proposed use creates a larger Commercial block. Thus, the proposed use conforms to the area's land use.

Public Interest:

The proposed use is consistent with and promotes the public interest in that it accommodates the location of new businesses and encourages further expansion of business in the municipal limits as contemplated in City of Bonners Ferry Ordinance 11-2-1(D). Additional hotel rooms will increase overnight visitor stay in Bonners Ferry, which will help strengthen the local economy. The proposed use will not interfere with the use of adjoining premises.

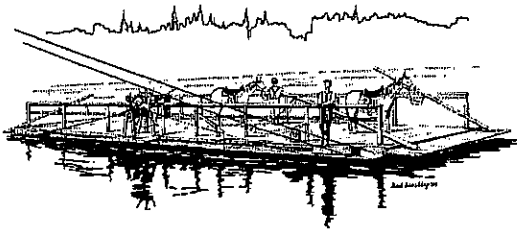
Let us know if you need anything further. The Tribe looks forward to discussing this zoning application with the Planning and Zoning Commission and City Council.

Sincerely yours,



Ronald Abraham  
Vice Chairperson

cc: Mr. Stephen Boorman, City Administrator  
Mr. William Barquin, Kootenai Tribe Legal Department



**P & Z**  
**STAFF**  
**REVIEW**  
CITY OF BONNERS FERRY

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9 August 2012

Subject: Rezone – From Residential A to Commercial.

Applicant: Kootenai Tribe of Idaho.

Location: 6291 and 6299 Arizona Street

Proposal Background:

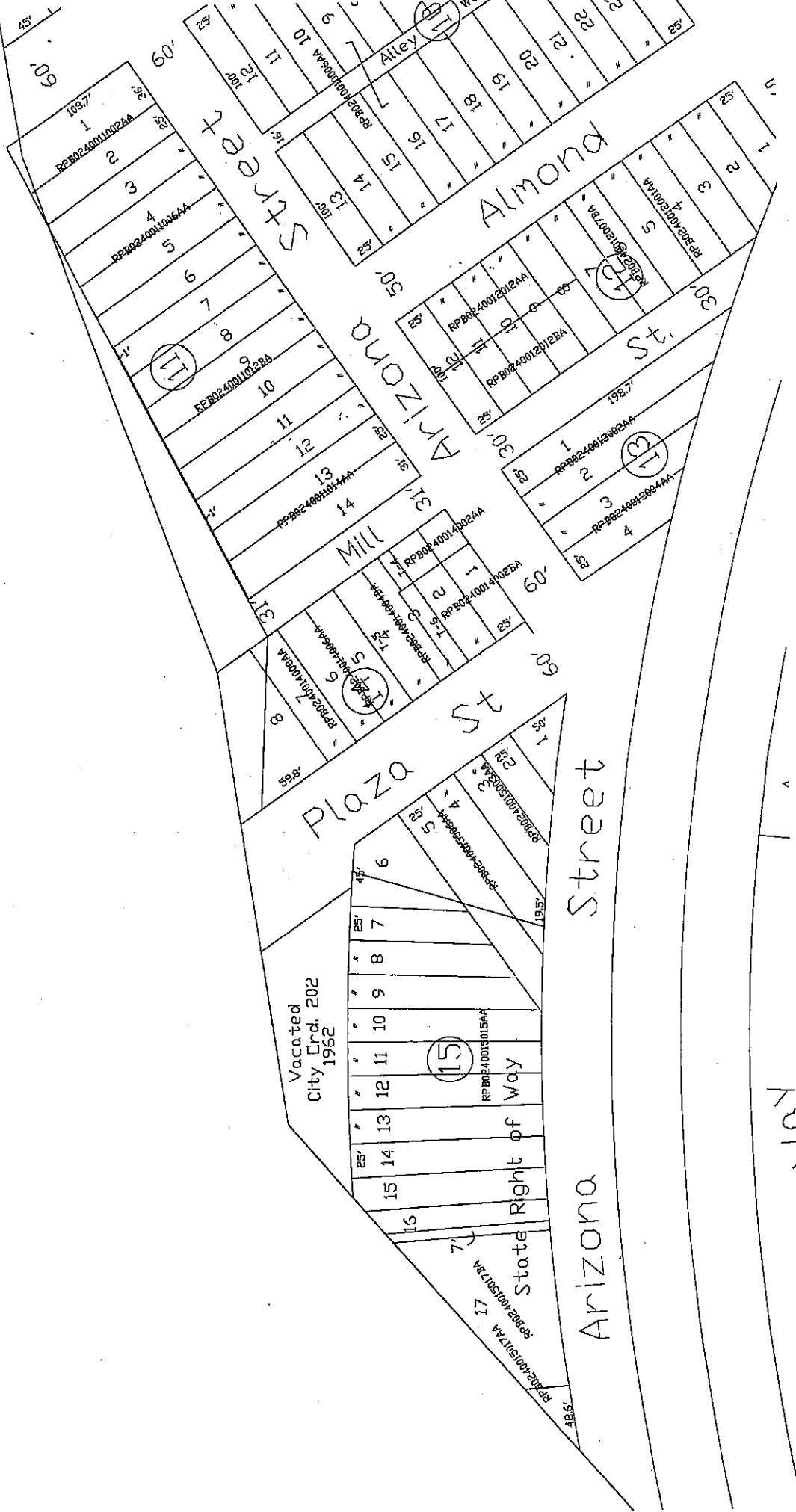
1. The proposal is a request to consider a Rezone to allow for the construction of a hotel expansion.
2. The parcel is currently zoned Residential A and surrounded by parcels that are zoned Residential A and Commercial.  
The parcel is fronted by Arizona Street to the southeast and the Kootenai River Inn on the northwest.
3. The historic use of the property has been residential and tribal trust ground currently used for parking.
4. Public notice was provided to all residences within 300 feet of the proposed rezone, as well as in the Bonners Ferry Herald. (see attached notices)

Staff Comments:

1. Rezone of these parcels creates a clean division with all property between highway 95 and Arizona Street having the same zoning.
2. No other comments were received by other City staff regarding this proposal.

Staff Recommendations:

1. The Commission should forward a recommendation to the City Council that is in the best interest of the City, based on information provided by the applicant.
2. Following are issues to be considered for the proposal:
  - a. Rezone of a single parcel creates islands in the zoning, a practice that the City has historically avoided.
  - b. Due to the historical nature of this building and site the options for uses are limited.
3. This is being presented with at least three options for P&Z to consider:
  - a. Recommend to the Council that the rezone proposal be rejected.
  - b. Recommend to the Council that only the one parcel be rezoned.
  - c. Recommend to the Council that the entire block be rezoned.



Vacated  
City Ord. 202  
1962

State Right of Way

KU1



**Ordinance No. 530**

**AN ORDINANCE OF THE CITY OF BONNERS FERRY, IDAHO AMENDING ORDINANCE NO. 526, THE APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2011 AND ENDING SEPTEMBER 30, 2012 AND PROVIDING AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BONNERS FERRY, IDAHO:**

**Section 1:** That Ordinance 526, the appropriation ordinance for the City of Bonners Ferry, Idaho for the fiscal year commencing October 1, 2011 and ending September 30, 2012 be and the same is hereby amended. The following sums are hereby appropriated:

	Original	Amended
General Fund	\$ 2,220,538	\$ 2,220,538
Electric Fund	8,156,470	8,156,470
Water Fund	1,656,772	1,656,772
Sewer Fund	904,048	904,048
Garbage Fund	102,400	120,000
L.I.D. #2002-1	18,400	18,400
Capital Project fund	-0-	-0-
Total	<u>\$13,058,628</u>	<u>\$13,076,228</u>

That the additional sum of \$17,600 be appropriated to the Garbage Fund from the additional revenue garnered from a rate increase effective May, 2012.

**Section 2:** That this ordinance shall be in full force and effect from and after its passage, approval and publication.

**Passed** under suspension of the rules, upon which a roll call vote was taken and duly enacted as an Ordinance of the City of Bonners Ferry, Boundary County, Idaho at a convened meeting of the City Council of Bonners Ferry held on the 4th day of September, 2012.

\_\_\_\_\_  
David K. Anderson, Mayor

Attest:

\_\_\_\_\_  
Kris Larson, City Clerk



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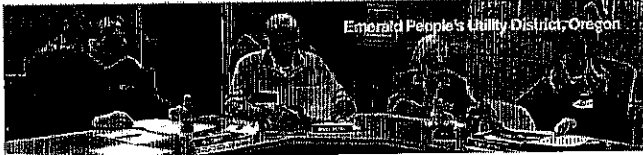
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**Webinar –Understanding Payments in Lieu of Taxes and Other Contributions Made by Public Power**

September 12, 2012, 2 – 3:30 p.m. (Eastern Time)

[Register Now](#)

All you need to attend is a phone and a computer with Internet access!

**Webinar Description**

Public power utilities contribute to state and local governments through payments in lieu of taxes, transfers to the general fund, other taxes and fees, and free or reduced-cost services to local government. The level of support and how these benefits are returned to the community is a local decision and another advantage of the local control of public power.

This webinar will provide an overview of payments in lieu of taxes including specifics on how to determine the appropriate transfer, the impact on the utility and the rating agencies' perspectives on payments in lieu of taxes.

Topics will include:

- Why utilities have payments in lieu of taxes
- Determining the appropriate transfer
- Issues to consider when setting the transfer
- Impacts on rates
- Shared services
- Dealing with customers outside city boundaries
- Accounting for the PILOT
- Why the rating agencies care about payments in lieu of taxes
- What rating agencies want to see in terms a utility's payments in lieu of taxes
- The importance of a predictable formula
- The rating agencies' philosophy on payments in lieu of taxes.

**Speaker:**

Jodi Dobson, Senior Manager, Baker Tilly Virchow Krause, LLP, Madison, WI  
 Jeff Panger, Director, Standard & Poor's, New York, NY  
 Paul Zummo, Research Analyst, APPA

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The certificate is only available to the person who registered for the webinar and attendance is confirmed by the webinar report log.

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**Submit Questions in Advance**

To ensure topics of interest are covered sufficiently we encourage registrants to submit topics and questions prior to the webinar. Please submit questions/topics to [educationinfo@PublicPower.org](mailto:educationinfo@PublicPower.org).

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**Evolve™ LED**  
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City estimates  
**\$2.7 million**  
 in annual savings

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**Survalent**  
 Technology  
 Hometown Connections  
 Partner

PETER B. WILSON  
ATTORNEY AT LAW  
P.O. BOX 749  
BONNERS FERRY, IDAHO  
83805  
TELEPHONE: 267-3127

ORDINANCE NO. 377

AN ORDINANCE GRANTING TO THE WASHINGTON WATER POWER COMPANY, A WASHINGTON CORPORATION, QUALIFIED TO DO BUSINESS IN IDAHO, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PURPOSE OF FURNISHING THE CITY OF BONNERS FERRY, BOUNDARY COUNTY, IDAHO, AND ITS INHABITANTS WITH NATURAL, MANUFACTURED, AND/OR MIXED GAS FOR A TERM OF TWENTY-FIVE (25) YEARS AND OUTLINING THE CONDITIONS, RIGHTS AND OBLIGATIONS OF THIS FRANCHISE.

BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BONNERS FERRY:

Section 1. DEFINITIONS. The following definitions are provided for the sole purpose of proper interpretation and administration of this ordinance.

A. PUBLIC PROPERTIES shall mean and include streets, alleys, sidewalks, curbs, roads, highways, avenues,

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thoroughfares, parkways, bridges, and viaducts within the corporate limits of the City of Bonners Ferry.

B. DISTRIBUTION SYSTEM, SYSTEM, and LINES used either in the singular or plural mean and include the gas pipes, pipe lines, mains, laterals, conduits, feeders, regulators, meters, fixtures, connections, and all attachments and appurtenances, necessary or incidental thereto or in any way appertaining to the distribution of gas.

C. MAINTENANCE, MAINTAINING, or MAINTAIN means and shall include relaying, repairing, replacing, examining, testing, inspecting, removing, digging and excavating, and restoring operations incidental thereto.

D. CONSUMER means any person, persons, firm, association, municipal corporation, and/or corporation, that uses gas for residential, commercial and industrial purposes.

E. GAS means natural, manufactured, and/or mixed gases, provided that manufactured and/or mixed gases may be used only when in the judgment of the Grantee it is necessary to fully supply the requirements of its customers

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under the Certificate of Public Convenience and Necessity issued by the Idaho Public Utilities Commission.

Section 2. GRANT. The City of Bonners Ferry in Boundary County, Idaho, hereinafter called the "City" or "Grantor," grants to The Washington Water Power Company, a Washington Corporation, hereinafter called the "Grantee," and its successors and assigns, the right, privilege, authority, and franchise to construct, or otherwise acquire, and to own, maintain, equip. and operate plants and works, and all necessary or desirable appurtenances thereto, for the manufacture, purchase, transmission, and distribution of gas, including the right to construct, lay, maintain, operate, extend, renew, remove, replace, repair, use, and operate a gas distribution system, in, under, upon, over, across, and along the present and future public properties within the present or any future corporate limits of the City for the purpose of transporting, distributing and selling gas (with the right and privilege to make such connections with said pipes as will enable the Grantee to supply gas) for heating, lighting, power, and any and all domestic, commercial, and industrial purposes, and other reasons and purposes in said City, and to the City and its inhabitants, and person, firms, associations, municipal

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corporations, and corporations therein. Construction plans must be approved by City through its street excavation permits.

Section 3. TERM. The rights, privileges, and franchise hereby granted to, and conferred upon, the Grantee shall, unless this franchise be sooner terminated as herein provided, extend for a term of twenty-five (25) years from the date of written acceptance hereof by the Grantee. In consideration of this franchise the Grantee shall pay to the City each year, an amount equal to three (3) percent of the Grantee's annual receipts from the sale of natural gas within the corporate limits of the City, said amount being payable in quarterly payments. The total annual payment shall be based on the gross receipts of the Grantee during the prior calendar year.

Section 4. CONSTRUCTION. Grantee shall comply with all ordinances of the City relating to construction, excavation, and the breaking, opening and closing of ground in public streets and properties. The standards for location of all mains, laterals, and appurtenances, and their depth below the surface of the ground or grade of any public properties shall be determined and fixed by the City

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Council by ordinance; provided Grantee acknowledges the prior right of the City for any municipal purposes, or by a prior franchise holder, the Grantee shall conform to reasonable changes determined by the City Council.

Whenever the Grantee shall make or cause to be made excavations or shall place obstructions in public property of said City, Grantee shall exercise reasonable precaution to protect the public therefrom; provided, however, that Grantee shall be amenable to the general and special laws of the State as are in such cases made and provided. The Grantee shall repair and restore to as good or better condition all public and private properties disturbed during the construction, maintenance, repairing or removal of its gas system and warrant and guarantee repair work for two (2) years. Whenever deemed necessary by the proper municipal authorities, said City shall have the right to appoint its engineer or a competent and experienced person to superintend and supervise the refilling of excavations made, and the expense of replacing and repairing of the portion of the public properties disturbed in the construction, laying, operation and the maintenance of Grantee's gas system shall be at the expense of the Grantee. Should Grantee fail or refuse to restore and replace in the same or better

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condition of such public and private properties within a reasonable period after completion of Grantee's construction, laying, removal, operating and maintaining work, the same may be restored by the City at the expense of the Grantee including but no more than, a ten (10) percent charge for overhead expenses.

Section 5. PUBLIC PROPERTIES AND STATE HIGHWAYS. If public properties other than highways within the corporate limits of the City hereafter form a part of the route of a State highway, the Grantee shall determine the requirements of the State and take them into account with respect to the use thereof by the Grantee.

Section 6. RIGHT OF INGRESS AND EGRESS BY GRANTEE TO CONSUMER. The Grantee, its agents, servants, and employees shall have the right and power, to the extent the City can give such right and power, to require of every consumer a contractual right to ingress and egress upon, and from, any and all gas consumer's properties for the purpose of installing, servicing, moving, changing, and reading meters, inspecting, maintaining, or repairing meters, and for the purpose of testing, examining, or inspecting the connecting



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pipes, pipe lines, or laterals, and appliances of the consumer, if, as and when the Grantee chooses at reasonable times.

Section 7. RULES AND REGULATIONS OF GRANTEE. The Grantee shall have the right and authority to make and establish from time to time as the Grantee shall elect, reasonable rules and regulations for the conduct of the Grantee's business, and with reference to furnishing, supplying and the sale of gas to any and all consumers within the City and to prescribe the forms of application and contracts to be executed by applicants and/or consumers before they shall be entitled to receive gas or gas service from the Grantee; provided, however, that the Grantee shall file with the Clerk of the City, if requested by the City, a copy of such rules and regulations and any amendments thereto as filed with the Idaho Public Utilities Commission.

Section 8. RECORDS OF LOCATION OF FACILITIES, SUPERINTENDENCE. The Grantee shall at all times keep records showing, to the extent practicable, the location of all gas mains and service connections laid in the City. A copy of such records shall be maintained in the offices of

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Grantee with a duplicate updated and provided to the City  
each January 1.

X The Grantee shall train and maintain one backup person  
in Bonners Ferry capable of responding to natural gas system  
emergencies (including fire calls). This person shall be  
normally available in addition to the Grantee's regular  
system operator. If said back-up person is employed by the  
City, grantee will indemnify the City against any negligent  
acts of said person when acting in the aforementioned  
capacity.

Section 9. MOVING OF PIPES AND FACILITIES BY GRANTEE.

If the City should pave or otherwise improve public  
properties, including drainage facilities, relocate the  
same, or change the grade thereof, and such work should  
require the relocation or moving of any portion of the  
distribution system of the Grantee, the same, including  
relocating or readjusting the elevation of its lines and  
facilities to conform to such new grades as may be  
established, shall be done expeditiously by the Grantee and  
its successors and assigns at Grantee's own expense. Where  
the benefit of such improvements to roads and rights-of-way  
inures primarily to adjacent property owners, the costs of

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relocation or removal of Grantee's facilities shall be apportioned among such owners directly benefitted. All work to be performed by the Grantee under this section shall be performed as may be required by the terms of this franchise with reference to construction.

Section 10. SERVICE TO BE FURNISHED. At all times during the term of this franchise, the Grantee, subject to its rules and regulations as filed with the Idaho Public Utilities Commission, and subject to available natural gas supplies, shall promptly and without discrimination furnish an adequate supply of natural gas to the Grantor and its successors and to its inhabitants and persons and corporations thereof who request the same, and shall acquire, construct, maintain, equip, and operate all necessary facilities for the purchase, transmission, and distribution of natural gas for the benefit and convenience of the Grantor and its inhabitants, and the Grantee agrees to furnish service to any person, firm or corporation within the City desiring such service at the regular established rates, where the furnishing of such services does not require the extension of gas mains or service connections for a greater distance, to any customer from existing mains, than required by the Company's applicable Gas Extension

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Policy as filed with the Idaho Public Utilities Commission and in effect at the time such extension is requested.

Section 11.a) GRANTEE TO SAVE CITY HARMLESS. The Grantee, at its sole expense, agrees to protect and save harmless and defend the City from all claims, actions, or damages of every kind and description which may occur to, or be suffered by, any person or persons, corporations, or property by reason of the construction, operation, and maintenance of the Grantee's gas distribution system, lines and facilities and any other acts of malfeasance or nonfeasance of Grantee, except such as may result from the fault or negligence of the City or its employees. Upon the Grantee's failure to satisfy any judgment entered against City or any such action within ninety (90) days, unless satisfaction of said judgment is lawfully stayed or suspended, this franchise shall at once cease and terminate; provided, such franchise termination shall not be considered a satisfaction or release of Grantee's liability to the City under said judgment. The foregoing also applies to any infringement of any patent of any article or system used in the construction or use of said gas distributing system.

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Section 11.b). SPECIAL DUTIES OF GRANTEE: Grantee recognizes that City and its employees are not experts or readily familiar with the handling and distribution of natural gas. To provide City with that expertise and familiarity, and to further assist City in dealing with natural gas problems, Grantee will:

(1) Provide, at grantees expense, City employee training for basic natural gas system operations and emergency action on not less than an annual basis, and more often when recommended by grantee.

(2) No less than semi-annually, grantee will furnish City with "as-built" maps. City will be provided section gas distribution maps when normally updated and distributed by grantee. City will be provided sectional mapping in specific areas on shorter intervals when it deems necessary for specific requirements or circumstances. Maps will be provided in duplicate.

(3) Grantee will provide its resident personnel with two way radio equipment set on City's low band frequency.

Section 12. INSURANCE. Grantee agrees that during the life of its franchise, and/or renewals hereof, it will maintain in full force and effect with a carrier or carriers satisfactory to the City the following:

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A. Compensation insurance complying with all the worker's insurance and safety laws of the State of Idaho, and amendments thereto.

B. Grantee shall have and maintain in force comprehensive public liability and property damages insurance including XCU (explosion, collapse, and underground) which insurance, however, may contain a self-insured retention in accordance with prudent risk management practices. Grantee will provide evidence or assurance of adequate coverage hereunder, at the request of Grantor.

Nothing in this Ordinance shall ever be held or construed as to obligate the City for the responsibility of the Grantee. All defenses allowed by the Idaho Tort Claims Act are preserved even against claims of Washington Water Power.

Section 13. SALE OF GAS TO CITY. If the Grantor desires to purchase natural gas for its corporate use, the Grantee agrees, subject to available natural gas supplies, to sell to the Grantor reasonable quantities of natural gas at the applicable rate in effect from time to time, subject

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always to the approval of authorized State and Federal  
regulator agencies and applicable laws governing such rates.

Section 14. RESERVATIONS. The City reserves the right  
to adopt and enforce all necessary ordinances to control the  
performance of the conditions of this franchise, including,  
but not limited to, reasonable ordinances of a police nature  
in the exercise of its police powers in the interest of  
public safety and for the welfare of the public. The City  
shall have access at all reasonable times to any part of the  
plant or plants, facilities, operations, and premises, of  
the Grantee to make inspections and tests that may be  
required in supervising the fulfillment by the Grantee of  
the terms of this franchise. New construction layout shall  
be approved by the City in advance. Construction includes  
any physical installations in public property and  
rights-of-way.

Section 15. FORFEITURE. In case of failure by reason  
of negligence, malfeasance or nonfeasance, or willful act on  
the part of the Grantee, its successors and assigns to  
comply with any of the provisions of this ordinance, or if  
the Grantee, its successors and assigns negligently or  
willfully do or cause to be done any act or thing prohibited

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by, or in violation of the terms of this franchise ordinance, the Grantee, its successors and assigns shall forfeit all rights and privileges granted by this ordinance and all rights thereunder shall cease unless such noncompliance or prohibited act or thing is corrected within thirty (30) days after receipt of written notice of forfeiture directed to the Grantee, at its Spokane, Washington office by United States registered mail. In the event the rights and privileges hereby granted are not diligently exercised in the public interest or in the event the grantee shall fail for a period of one (1) month to operate its gas distribution system, except in case of strikes or the destruction of the same by fire or the elements or for any other reasons beyond the control of the Grantee, this franchise shall terminate and all of the rights and privileges granted hereunder shall cease and terminate without any action of the Mayor and City Council being necessary; provided, however, that the Grantee shall have the right temporarily to discontinue distribution of gas through said distribution system or any part thereof for the purpose of making repairs or extensions, and shall not be liable to a forfeiture therefor if such repairs and extensions are made with reasonable diligence. When the Grantee may reasonably do so, it shall give notice of the



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discontinuance of gas either in writing, properly addressed to the consumer or by notice in the official newspaper of the City or by telephone or other communications.

Section 16. REMEDIES TO ENFORCE COMPLIANCE. In addition to other remedies provided herein, the Grantor reserves and has the right to pursue any remedy to compel or enforce the Grantee, its successors and assigns to comply with the terms hereof and to furnish the service herein called for, and the pursuit of any right or remedy by the City shall not prevent the City from thereafter declaring a forfeiture for any reason herein stated, nor shall the delay of the City in declaring a forfeiture preclude it from thereafter doing so, unless the action of the City shall have prevented, caused, or contributed materially to the failure to perform or do the act or thing complained of.

Section 17. REMOVAL OF FACILITIES. In the event it is determined that this franchise is to be forfeited, as above provided, or upon expiration of the terms of this franchise and it is not renewed or extended, the Grantee may either sell its distribution system, at the fair value thereof, to its successors or assigns, or may, at its sole expense, remove such of its facilities from the public properties as

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will not unduly interfere with the City streets, alleys or other public properties, and should it become necessary for the City to remove said distribution system, the Grantee shall pay the City the reasonable cost of such removal.

Section 18. BINDING UPON SUCCESSORS AND ASSIGNS. All rights and privileges granted and duties imposed by this ordinance upon the Grantee shall extend to, and be binding upon, its successors, receivers, liquidators, and/or assigns.

Section 19. EMERGENCY REMOVAL BY GRANTOR: The Grantor reserves the right to remove any such distribution lines, equipment and related appurtenances herein provided for in case of general conflagration and necessity therefore, or in other cases of emergency, where there is neither the time nor the opportunity for Grantee to perform such work. Grantor shall use reasonable care in the exercise of such emergency powers.

This paragraph shall not be construed as imposing any duty on grantor, its officers or employees.

Section 20. NOT EXCLUSIVE. This ordinance shall not be construed to be an exclusive franchise, and shall not prevent the City from constructing a municipal gas

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distribution system and the necessary plant, works and appurtenances thereto, or from granting other franchises to such other persons, firms, or corporations as it may find to be in the public interest.

Section 21. ASSIGNMENT. The Grantee and its successors and assigns may not assign, let or sublet this franchise without the written consent of the City, and then only in its entirety and such assignment, letting, and subletting shall be binding upon the Grantee's successors and assigns and independent contractors of the Grantee, and a copy of said assignment or subletting shall be filed with the Clerk of the City.

Section 22. ACCEPTANCE. After the passage of this ordinance and the legal publication thereof, at the expense of the Grantee, and if accepted within thirty (30) days after such publication, the Grantee shall indicate such acceptance by its filing with the City Clerk of the City an unconditional written acceptance thereof, to be executed according to law, and a failure of the Grantee so to accept this ordinance within the said period of time shall be deemed a rejection thereof by the Grantee, and the rights and privileges herein granted shall, after the expiration of

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said period of thirty (30) days, if not so accepted,  
absolutely cease and terminate unless said period of time  
shall be extended by the City by ordinance duly passed for  
that purpose.

Section 23. VALIDITY. If any section, subsection,  
paragraph, sentence, clause, or phrase of this ordinance is  
declared unconstitutional or invalid for any reason, such  
decision shall not affect the validity of the remaining  
portions of this ordinance.

Section 24. EFFECTIVE DATE. This ordinance shall be  
in full force and effect from, and after, a summary  
ordinance is published once in the Bonners Ferry Herald, a  
newspaper of general circulation within the geographic  
boundaries of the City, and thereafter the ordinance is  
passed and adopted by the Council.

Introduced and passed first reading unanimously on this  
\_\_\_\_\_ day of \_\_\_\_\_, 1989, by the affirmative  
individual roll call vote of all Councilmen. Whereupon it  
was moved and seconded and unanimously carried by all  
Councilmen that the rule requiring second and third readings  
be suspended and the ordinance be passed as read.

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Adopted and passed this 6th day of June,  
1989, by all Councilmen.

CITY OF BONNERS FERRY

BY *Arvid Sims*  
MAYOR

ATTEST:

*Richard Rexford*  
CLERK, CITY OF BONNERS  
FERRY

Current Outstanding Projects and Items

	Action by	Status
<b>General Government</b>		
Attorney RFP	sjb	Out to a selected number of attorneys
Dike vegetation management		To start mid August
Merritt Contract	dave	
Tree House	dave	
2013 Budget	n/a	Published
Annexation	dave	
Signs at VC and Golf Course	dave	
Elevator 5 yr Inspection	sjb	Contracted for 22 August
<b>Street/Parks</b>		
Ford/Alderson Pedestrian access	sjb-john	Addressed after Chip Sealing
Lift Station 3 drainage	sjb	Some initial work
Alderson Paving	sjb	Contracted with Woods
Head Lifeguard Hire	sjb	
Golf Course		To be worked on September - November
Cart Paths	sjb-john	
Tee Boxes	sjb-john	
Dredging	sjb-john	Contracted for December to January
<b>Water</b>		
Deep Creek Water Line	sjb	Notice to proceed is eminent
North Side Tank Roof	sjb	2013 project
<b>Sewer</b>		
Sewer Master Plan		Close to completion data and evaluation Wait for review of recommendations for Griffin
<b>Electric</b>		
Grim Policies	sjb	Wait for new attorney
High School Fiber	sjb	Material ordered
Dam concrete work	sjb	Proceeding well
FERC		
Part 12	sjb	Depends on inspection and innundation study
Hydro penstock inspection	sjb	27-Sep
Owners Dam Safety Program	sjb	
Innundation Study	sjb	Need to pick engineering firm
Annual EAP		
Unit 2 Rebuild	n/a	Postpone to fall 2013
Moyie Substation rebuild	sjb	RFP fall 2012
<b>Multi-Departments</b>		
Mapping		Sewer and Electric Cad Work 75% no data base work. Water just preliminary work.
SCADA Upgrade hydro and water/sewe	sjb-dave	
	sjb-steve n	Meeting with potential new contractor week of 20 August

## Task that are done by the City Administrators Office

- Personnel
  - Hiring
  - Disciplinary actions
  - Work load management
  - Safety Program
- Customer Service
  - Addressing complaints and concerns about city functions
  - Helping citizens with their infrastructure connected to the city
    - Water, sewer, electrical problems
    - Helping with water lines
    - Helping with building questions
    - Helping people find and/or understand property lines
  - Mitigating conflict between neighbors
- Regulatory
  - FERC
    - EAP
    - Annual inspections
    - Part 12 Inspections
    - Reporting
    - License compliance
    - Required Monitoring
  - DEQ
    - Water Quality
    - Employee licensing
    - Treatment plant sanitary surveys
    -
  - EPA
    - PCB Program
    - Sewer discharge permit
    - Future storm water issues
    - SWIP requirements during construction projects
- Planning and Zoning
  - Daily calls and inquiries
  - Comp Plan
  - Special Use Permits
  - Rezones
  - Annexations
  - Zoning ordinance

- Council Relations
  - Council Packet prep
  - Council presentations/Trainings
  - Council primary point of contact for questions and information regarding City public works
- Community Relations
  - Community primary point of contact for questions and information regarding City public works
  - Involved with the functional side of many community events
- Governmental Relations
  - Primary point of contact for questions and information for City/Community infrastructure inquiries.
  - Including state legislators, County Commissioners, other Cities
  - Emergency management coordination
- Design, technical operations and repair advise.
  - Primarily for City operations
  - Finding and working with consultants and salesmen with appropriate expertise
  - Assistance to the community, citizens and other governmental organizations
- Project Planning and Management
  - Scoping
  - Funding
  - Planning
  - Scheduling
  - Designing
  - Material Acquisition
- Other RFP, RFQ, Grant Applications, type of processes.
- Risk Management – ICRMP
- City's facilities and infrastructure documentation
  - Electronic and GIS files
  - Paper files, drawings and schematics
- IT administration
- Buildings maintenance and upgrades
  - Elevator Inspections
  - Pool Permits
- Rolling Stock fleet management
- Golf Course contactor and golf course major upgrades and maintenance projects
- Swimming pool personnel and operations
  - Some Panhandle Health regulatory requirements
- Assistance to other Departments
  - Bidding and purchasing
  - Fleet questions
  -
-



139 FERC ¶ 62,116

UNITED STATES OF AMERICA  
FEDERAL ENERGY REGULATORY COMMISSION

Boundary Creek Hydro, LLC

Project No. 14284-000

ORDER ISSUING PRELIMINARY PERMIT  
AND GRANTING PRIORITY TO FILE LICENSE APPLICATION

(May 10, 2012)

1. On September 12, 2011, Boundary Creek Hydro, LLC (Boundary Creek) filed an application for a preliminary permit, pursuant to section 4(f) of the Federal Power Act (FPA),<sup>1</sup> to study the feasibility of the proposed Boundary Creek Hydroelectric Project No. 14284 (project) to be located on Boundary Creek near the city of Bonners Ferry in Boundary County, Idaho.

**I. Project Proposal**

2. The proposed project would consist of: (1) an 8-foot-high, 150-foot-wide weir-type diversion with a penstock inlet and trash rack; (2) a 6.4-mile-long, 6-foot-diameter steel penstock; (3) a concrete powerhouse equipped with three 12-megawatt (MW) Pelton turbines for a total capacity of 36 MW; (4) a 2.7-mile-long, 13.8-kilovolt transmission line connecting to the existing Smith Falls Hydropower substation. The estimated annual generation of the project would be 100 gigawatt-hours. The project would occupy lands owned and administered by the U.S. Forest Service (Forest Service).

**II. Background**

3. The Commission issued public notice of Boundary Creek's permit application on December 22, 2011. The State of Idaho (on behalf of the Idaho Water Resources Board and Departments of Environmental Quality and Fish and Game) filed timely notices of intervention on February 17, 2012 and January 25, 2012, respectively.<sup>2</sup> Timely motions to intervene and comments were filed by the Forest Service; Kootenai Tribe of Idaho (Kootenai Tribe); and American Whitewater, Idaho Conservation League, Idaho Rivers United, the Lands Alliance, and the Selkirk Conservation Alliance (referred to jointly as

<sup>1</sup> 16 U.S.C. § 797(f) (2006).

<sup>2</sup> A timely notice of intervention filed by a state fish and wildlife agency is granted by operation of Rule 214(a)(2).

**CITY OF BONNERS FERRY ELECTRIC FUND  
MONTHLY FINANCIAL AND OPERATING REPORT**

REPORT FOR THE MONTH OF: *June, 2012*

	DOLLARS		KWH SOLD		# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	
<b>ENERGY SALES</b>					
1 Residential & Farm	\$111,555	\$1,440,648	1,481,538	19,655,162	1,943
2 Residential Seasonal					
3 Commercial - small (50 KVA or less)	\$36,348	\$408,399	513,902	6,025,387	488
4 Commercial - large (over 50 KVA)	\$73,924	\$631,885	1,159,153	11,251,603	149
5 Industrial	\$63,938	\$640,768	1,318,544	13,817,281	12
6 Irrigation and/or drainage pumping	\$2,120	\$19,227	28,712	239,432	8
7 Public Street Lighting	\$2,438	\$21,893			3
8 Interdepartmental	\$4,145	\$39,883	59,342	588,410	27
9 Self Consumed	\$186	\$1,745	2,137	20,535	3
10					
11					
12 Total (1 thru 11)	\$294,654	\$3,204,448	4,563,328	51,597,810	2,633
<b>INCOME STATEMENT</b>					
<b>OTHER REVENUES</b>					
13 Pole Use		\$9,197		\$295,774	\$3,226,555
14 Connects	\$1,120	\$9,490			
15 Conservation				\$272,168	\$2,484,415
16 Misc. Electric Revenue		\$3,420		\$34,200	\$307,800
17 Total Misc. Revenue (13 thru 16)	\$1,120	\$22,107			
18 Total Operating Revenue (12 + 16)	\$295,774	\$3,226,555		\$14,789	\$146,654
<b>OPERATING EXPENSES</b>					
19 Generation	\$17,059	\$166,843		\$2,599	\$22,663
20 Power Purchases - BPA	\$162,609	\$1,568,064		\$323,756	\$2,961,532
21 Power Purchases - Other				(\$27,982)	\$265,023
22 Maintenance - General Property	\$4,130	\$42,997			
23 Conservation	\$2,659	\$2,614		\$2,610	\$22,769
24 Customer's Svc & Record	\$6,130	\$46,201		\$2,610	\$25,048
25 Total Ops & Treatment Expense				(\$25,372)	\$290,071
26 Administrative and General	\$39,198	\$420,700			
27 Transmission	\$5,990	\$13,555		\$2,602	\$22,977
28 Distribution	\$24,000	\$187,073			\$23,418
29 Rolling Equipment	\$10,393	\$36,368			
30 Total Operating Expenses (19 thru 29)	\$272,168	\$2,484,415			
19. Total Income deductions (14 thru 18)				\$2,602	\$46,395
20. Net Income (13 minus 19)				(\$27,974)	\$243,676

# CITY OF BONNERS FERRY WATER FUND MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: *June, 2012*

	DOLLARS		Cubic Feet Sold		# of Cust. This Month
	This Month	Year to Date	This Month	Year to Date	
<b>SALES</b>					
1 Residential	\$47,805	\$397,465	869,490	5,803,334	1,075
2 Commercial - small	\$15,972	\$130,130	463,131	2,510,769	208
3 Commercial - large	\$8,994	\$72,214	251,504	2,186,384	78
4 Interdepartmental	\$132	\$1,096	2,320	6,422	3
5 Wholesale					
6 Industrial	\$289	\$2,599			2
7 Pumping & Drainage	\$65	\$583			1
8 Total (1 thru 7)	<b>\$73,257</b>	<b>\$604,087</b>	<b>1,586,445</b>	<b>10,506,909</b>	<b>1,367</b>
<b>INCOME STATEMENT</b>					
<b>OTHER REVENUES</b>					
9 Bulk Water Sales		\$302		\$73,257	\$617,010
10 Coin Op Sales		\$111			
11 Misc. Water Revenue				\$29,993	\$295,414
13 Connect Fees		\$12,510			
14 Grant Revenue					
15 Total Misc. Revenue (9 thru 14)	\$0	\$12,923		\$25,650	\$230,850
16 Total Operating Revenue (8 + 15)	<b>\$73,257</b>	<b>\$617,010</b>		\$3,663	\$30,851
<b>OPERATING EXPENSES</b>					
17 Source of Supply	\$1,340	\$12,828		\$59,306	\$557,115
18 Pumping	\$1,837	\$11,844		\$13,951	\$59,896
19 Treatment	\$10,489	\$89,605	OTHER INCOME		
20 Transmission	\$848	\$18,219	10. Interest	\$159	\$1,312
21 Distribution	\$2,512	\$21,008	11. Misc. Non-operating revenue (net)		
22 Line Operation/Maintenance	\$513	\$6,650	12. Total other income (10 + 11)	\$159	\$1,312
23 Meter Maintenance/Reading	\$611	\$5,192	13. Gross Income (9 + 12)	\$14,110	\$61,208
24 Structure Maintenance		\$402			
25 Customer Service	\$182	\$1,522			
26 Customer Accounting	\$1,677	\$13,047	14. Interest on long term debt		\$17,431
27 Rolling Equipment	\$572	\$8,957	15. Interest on investment of municipality		
28 General & Administrative	\$9,329	\$105,932	16. Miscellaneous income deductions		
29 Conservation					
30 General Property Maintenance	\$83	\$208			
31 Total Operating Expenses(17 thru 28)	<b>\$29,993</b>	<b>\$295,414</b>	17. Total income deductions (14 thru 16)	\$0	\$17,431
			18. Net Income(13 minus 17)	\$14,110	\$43,717

CITY OF BONNERS FERRY SEWER FUND

MONTHLY FINANCIAL AND OPERATING REPORT

REPORT FOR THE MONTH OF: June, 2012

SALES	DOLLARS		Cubic Feet Sold		# of Cust.
	This Month	Year to Date	This Month	Year to Date	
1 Residential	\$15,477	\$179,451			992
2 Commercial - small	\$11,239	\$104,430			203
3 Commercial - large	\$5,576	\$48,774			64
4 Interdepartmental	\$21	\$189			1
5 Wholesale					
6 Industrial	\$42	\$378			2
7 Pumping & Drainage					
8					
9 Total (1 thru 7)	\$32,355	\$333,222	0	0	1,262
<b>INCOMESTATEMENT</b>					
<b>OTHER REVENUES</b>					
10 Junk or Salvage Sold					
11 Flusher Truck Rental		\$440		\$32,355	\$335,243
12 Misc. Sewer Revenue				\$23,710	\$180,943
13 Connect Fees		\$1,581			
14 Grant Revenue					
15 Total Misc. Revenue (10 thru 14)	\$0	\$2,021		\$6,720	\$60,480
16 Total Operating Revenue (9 + 15)	\$32,355	\$335,243		\$1,618	\$16,762
<b>OPERATING EXPENSES</b>					
17 Pumping & Lift	\$4,204	\$37,548			
18 Treatment	\$8,190	\$63,204			
19 Transmission	\$159	\$358			
20 Distribution	\$2,955	\$12,953			
21 Collection					
22 Operation Lines	\$147	\$1,681			
23 Maintenance of Lines	\$217	\$1,049			
24 Structure Maintenance	\$241	\$241			
25 Customer Service					
26 Customer Accounting	\$122	\$1,001			
27 Rolling Equipment	\$1,674	\$8,123			
28 General & Administrative	\$5,801	\$53,601			
29 General Property Maintenance		\$1,184			
Total Operating Expenses(17 thru 27)	\$23,710	\$180,943		\$0	\$0
1. Total operating Revenue (line 15)				\$223	\$1,831
2. Operating revenue deductions:				\$223	\$1,831
3. Total operating expenses (line 28)				\$530	\$78,889
4. Depreciation					
5. Amortization					
6. Taxes (general fund transfer)					
7. Tax equivalents (Interest to General Fund)					
8. Total operating revenue deductions(3 thru 7)				\$32,048	\$258,185
9. Operating Income (1 minus 8)				\$307	\$77,058
<b>OTHER INCOME</b>					
10. Interest					
11. Misc. Non-operating revenue (net)					
12. Total other income (10 + 11)					
13. Gross Income (9 + 12)					
14. Interest on long term debt					
15. Interest on investment of municipality					
16. Miscellaneous income deductions					
17. Total Income deductions (14 thru 16)					
18. Net Income(13 minus 17)				\$530	\$76,889