Welcome to tonight's City Council meeting!

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

Vision Statement

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

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
October 21, 2014
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

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

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of October 9, 2014 Council Meeting Minutes

OLD BUSINESS

5. City – Third Reading of Ordinance Prohibiting Parking in a Designated Fire Lane (attachment)
6. City – Adopt Ordinance #543 Prohibiting Parking in a Designated Fire Lane
7. Planning and Zoning – Second Reading of Ordinance Amending City Code Title 2, Chapter 1 (attachment)

NEW BUSINESS

8. City – Approve Special Event Permit for Carolyn Testa for Bonners Ferry Turkey Trot on November 27, 2014 (attachment)
9. Fire – Approval to Promote Dave Winey to Lieutenant for Fire Department
10. Street – Approval to Replace Sidewalks on Bonner Street (attachment)
11. Street – Approval to Purchase Thermal Lay and Dump Truck from State Auction

12. City – Authorize the Mayor to Sign Contract Garbage Contract with Frederickson's BF Garbage, LLC (attachment)
13. City – Authorize Purchase of Business License Program from Black Mountain Software (attachment)
14. City – Authorize Purchase of Flower Baskets for Fiscal Year 2015 (attachment)
15. City – Authorize Mayor to Sign Contract with Computer Arts for Hours of Service (attachment)
16. Water – Discuss Residential Water Usage (attachment)

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

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

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

ADJOURNMENT

NEXT MEETING DATE

INFORMATION

17. City – Fall AIC District Meetings (attachment)
18. City – Mayor's Proclamation Recognizing October 23, 2014 as Breast Cancer Awareness, Early Detection Day (attachment)

ORDINANCE NO. 543

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

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

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

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

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

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

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

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

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

CITY OF BONNERS FERRY, IDAHO

BY: _____
David Anderson, Mayor

Attest:

_____
Kris Larson, Clerk

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

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

A. Officers: At the first meeting, the commission shall elect a chairman and create and fill such other offices as may be deemed necessary.
   1. The commission, shall at a regular meeting elect a chairman and create and fill such other offices as may be deemed necessary. The commission shall elect a chairman yearly, or within twelve (12) months of the previously elected chair.
   2. A commission may establish subcommittees, advisory committees or neighborhood groups to advise and assist in carrying out the responsibilities under this chapter. A commission may appoint nonvoting ex officio advisors as may be deemed necessary.

B. Procedural Regulations: Written procedural regulations consistent with the laws of the state for transaction of business and hearings shall be adopted by the commission.

C. Meetings:
   1. Regular Meetings: At least one regular meeting shall be held each month for not less than nine (9) months in a year.
   2. Special Meetings: Special meetings may be called by the chairman or two (2) members of the commission as determined necessary pursuant to giving notice in the manner provided by law.
   3. Open Meetings: All meetings shall be open to the public.
   4. Quorum: A majority of resident members of the commission shall constitute a quorum.
   5. Record: A record of all meetings shall be kept and maintained.

D. Expectations; Removal of a Member: It is expected that a member of the Planning and Zoning Commission attend monthly meetings and special as set by the commission. At least one (1) regular meeting shall be held each month for not less than nine (9) months in a year. Failure to attend monthly meetings and special meeting as set by the commission may result in removal of the commission member by a majority vote pursuant to §2-1-3E.

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

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

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

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

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

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

CITY OF BONNERS FERRY, IDAHO

BY: _____
Mayor

Attest:

_____
Clerk, City of Bonners Ferry

CITY OF BONNERS FERRY, IDAHO

APPLICATION FOR CITY SPECIAL EVENT PERMIT

(REQUIRED UNDER ORDINANCE NO. 468)

Date of Application 10/14/14

License Issued to: Carolyn Testa

Business Name: _____

Mailing Address: PO Box 1781

Physical Address: 6351 Kootenai St

Phone Number: 290-7039

Type of Event: Bonners Ferry Turkey Trot 5k + 10k

Dates of Event: Thanksgiving morning, Nov. 27

Location of Event: Fairgrounds parking lot

Time of Event: 9 am.

RECEIVED
OCT 14 2014
CITY OF BONNERS FERRY

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

The following requirements must be met:

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

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

Will have Foodbank Pick up proof of Insurance

Authorized Signature for Applicant Carolyn Testa

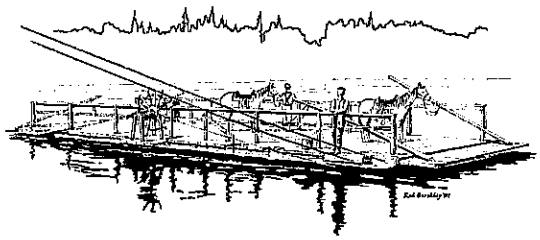
Printed Name Carolyn Testa

Office/Title _____

Office Use:

Fee Paid $135 Date 10-14-14 Receipt No. 11694-63

Approved By _____ Date _____



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 17 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Sidewalk Replacement.

This memo is to recommend that the council approve the attached contract. This is to replace the two sidewalk sections and associated curb on Bonner Street that were removed this summer. They are the sections behind corner drug and at the Meeker Parking Lot.

SJB

INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between CITY OF BONNERS FERRY, a political subdivision of the state of Idaho, herein "ENTITY" and BR CONCRETE, herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

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

Concrete work on Bonner Street sidewalks, consisting of approximately 430 square feet and 50 linear feet of curb.

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

Specifications and scope of work will be provided to CONTRACTOR at beginning of work.

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

CONTRACTOR shall complete the project by December 1, 2014.

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

The lump sum of $3,400, plus actual cost of materials, plus 10% handling cost for materials.

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

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

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

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

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

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

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

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

DATED this _____ day of _____, 2014.

ENTITY:

CITY OF BONNERS FERRY

By_____
Dave Anderson, Mayor

ATTEST:

_____
Kris Larson, Clerk

CONTRACTOR:

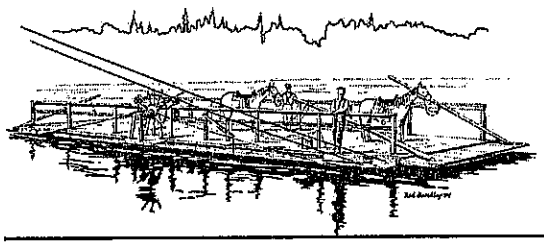
By_____
(Name)

Its_____
(Title or Office)

WITNESS:

_____
(Signature of Witness or Notary Public)

Form and content approved by Andrakay Pluid as attorney for the City of Bonners Ferry—October 17, 2014.



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council

From: John Youngwirth, Street Department Supervisor

Date: 10/16/2014

RE: State Auction

Previously, Council authorized the expenditure of up to $12,000 each for two dump trucks (total of $24,000) at the State Auction in Pocatello. I attended the auction and purchased one six-wheel dump truck for $7,000 and paid $1,200 for shipping it to Bonners Ferry.

Another State Auction is being held and on the list of items is a thermal lay patching truck. This piece of equipment will keep hot mix asphalt heated and the truck carries all that is needed to repair or patch including hydraulic jackhammer to cut the holes. This machine would save on material and physical labor of the street crew, as we now have to do all the patching maintenance by hand. Currently, if there is asphalt that cannot be used in a day we have to dispose of it since there is no way to keep it hot. With the thermal lay patching truck we could leave any unused material in the machine and use it the next day. The cost of this thermal lay patching truck is $14,000 and this is the first time I have seen one come up on the auction list.

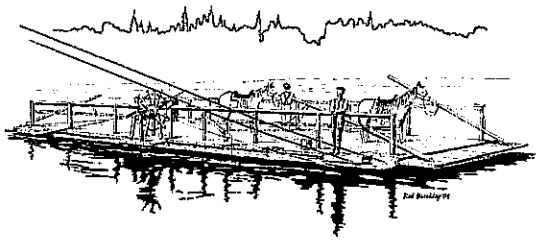
I am requesting authorization to purchase the thermal lay patching truck for $14,000 if my name is drawn for it. I would also like to request permission to purchase a ten wheel dump truck if one should come available at the auction and I am selected.

These two items would cost $26,000 and there is $15,800 left from the previous authorization. If I am allowed to go forward with the purchase I would need authorization of an additional $10,200 to spend.

Thank you for your consideration

John Youngwirth

USDA is an equal opportunity provider and employer.



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 17 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Contract with Frederickson's Bonners Ferry Garbage.

Attached is the garbage contract previously provided for your review.

As previously provided, Mr. Woods has provided the following summary of the changes in the contract and they are as follows:

> Attached is a revised contract that is a "merger" of the previously separate garbage and recycling contracts for Frederickson's. I kept all the verbiage as closely parallel to the earlier contracts as I could to hopefully make it easier to finalize this. I did add a couple of things, to wit, (1) a 3.5% increase annually if no rate meeting occurs in or around June each year; and (2) a bump in the existing 11.50 per resident to $12.00 per resident; and (3) a clause stating Frederickson's is the only provider of garbage service for commercial businesses in town but no business has to use him and the rates are set per the existing rate terms and schedule (which has not changed since 2003 for commercial accounts -- something I found out today) that the city does not have to be a part of setting or establishing. We've talked about all of these in the past.

SJB

CITY GARBAGE CONTRACT – VERSION **(10/1/2014)**

GARBAGE CONTRACT

THIS AGREEMENT (the "Contract")is made between THE CITY OF BONNERS FERRY, a political subdivision of the state of Idaho ("ENTITY") and FREDERICKSON'S BF GARBAGE, LLC, an Idaho limited liability company ("CONTRACTOR").

The parties agree as follows:

1. SCOPE OF WORK:

a. ENTITY engages CONTRACTOR to perform the work associated with the collection of Garbage (defined below) for the residential and commercial premises in the ENTITY.
b. ENTITY engages CONTRACTOR to perform the work associated with the collection of single stream (i.e., commingled) Recyclables within the ENTITY from residential premises.
c. ENTITY engages CONTRACTOR to be the exclusive provider of Garbage service for Commercial businesses in the ENTITY for those Commercial businesses desiring to hire a third party to provide Garbage service for their business.

ALL WORK IS TO BE PERFORMED IN A PROFESSIONAL AND WORKMANSHIP LIKE MANNER.

c. Definitions.

1. Construction and Demolition. Construction and/or demolition material does not come within the purview of this Contract.
2. Recyclables. Recyclables are those materials that are accepted by the Boundary County, Idaho landfill as single stream (i.e., commingled) materials that may be recycled (as opposed to buried in the landfill). Notwithstanding the above, however, Recyclables shall not in any event include glass, regardless of whether glass is accepted by the Boundary County, Idaho landfill unless the Boundary County, Idaho landfill accepts glass as a part of a single stream program. If CONTRACTOR or ENTITY learns that Boundary County, Idaho is no longer accepting a material for recycling or that a particular material may not be commingled with other materials that are being recycled, that material shall no longer be considered a Recyclable and the ENTITY agrees to notify residents to no longer place that material for recycling and CONTRACTOR shall only have an obligation to haul that material as Garbage under this Contract.
3. Garbage. Garbage means all putrescible and nonputrescible wastes, except sewage and body wastes, but excluding construction and

demolition wastes and recognizable industrial byproducts. Garbage shall also mean and include all household materials discarded by a resident of the ENTITY regardless of the materials' commercial or monetary value (unless excluded by the sentence above). Garbage specifically excludes Recyclables.

d. Construction and Demolition. ENTITY agrees that CONTRACTOR shall have no obligation to haul construction and/or demolition material under this Contract.

e. Hauling Terms; Limitations.

1. CONTRACTOR and ENTITY agree that CONTRACTOR will be required to collect Garbage no more than one (1) time per week from each residence and, from each residence will be required to haul no more than three (3) 34 gallon cans (each weighing less than 60 pounds) of Garbage during each weekly collection. ENTITY agrees to notify CONTRACTOR if ENTITY's Garbage collection needs change and the parties agree to work with each other to reach an agreeable compromise if the ENTITY's Garbage collection needs increase. At such time – if ever – that the ENTITY desires to move to a larger, mandatory size, shape and/or color Garbage container, CONTRACTOR shall have the right to renegotiate this Contract if CONTRACTOR forms a good faith belief that the scope of work or cost of collection has or will materially increased.

2. Recyclables. CONTRACTOR and ENTITY agree that CONTRACTOR will be required to collect Recyclables every other week (26 times per year) from each residence on such schedule as CONTRACTOR may determine is best after consultation and discussion with ENTITY officials. The parties agree that the collection date (e.g., Wednesdays versus Thursdays) and time of day may vary over the term of this Contract and that CONTRACTOR will provide notice to ENTITY of any proposed changes in collection times sufficiently in advance to allow ENTITY to notify the residents of the schedule changes.

f. Other Services to Residents. Nothing herein shall be deemed as prohibiting CONTRACTOR from privately contracting with residents of the ENTITY during the term of this Contract for additional services (*e.g.*, an extra can of Garbage collection per week, doorside collection for elderly persons, etc.)

g. Commercial. Nothing herein shall be construed as requiring a Commercial business to hire CONTRACTOR to haul Garbage or Recyclables. Nothing herein shall be construed as requiring CONTRACTOR to haul Garbage or Recyclables from a Commercial business except in accordance with CONTRACTOR'S established pricing terms and conditions.

h. Recyclable Containers. CONTRACTOR will supply each residence with one green colored 18 gallon bin. Each resident shall be required to use a container clearly identified as containing Recyclables. The supplied bins shall remain the property of CONTRACTOR at all times and ENTITY shall instruct each resident to leave the bins at the residence if resident relocates. Residents may place

Recyclables in containers supplied by the resident provided that all such additional resident-supplied containers are commercially available (i.e., available for purchase at a retail establishment) plastic or tin trash receptacles and are clearly marked as containing Recyclables. The ENTITY has no obligation to furnish a Recyclables container under this Contract to its residents. Residents will not be required to use the 18 gallon container provided resident by CONTRACTOR under this Contract. Maintenance and replacement of the 18 gallon bin is to be worked out between the CONTRACTOR and the resident.

2. PAYMENT: ENTITY and CONTRACTOR agree that the prevailing monthly rate per residence at the inception of this Contract is twelve dollars ($12.00), which consists of eight dollars and fifty cents ($8.50) for Garbage and three dollars and fifty cents ($3.50) for Recyclables. ENTITY and CONTRACTOR agree that the prevailing rate will not be decreased during the term of this Contract. The parties may have a rate meeting on or after June 1 of each calendar year during the term of this Agreement for the purpose of reviewing the current rate and possible modification. If no rate hearing occurs, the amount set out above shall automatically adjust upward three and on-half percent (3.5%) each year, calculated by the multiplying the rate effect for the previous period by 1.035. Subject to the above limitations, ENTITY agrees to pay CONTRACTOR for services rendered under this Contract the amount set by city council resolution per residence less $0.25 that is used to offset the ENTITY's overhead such as the cost of billing, collections and write-offs. If there are multiple dwelling units at one residence, each dwelling unit that generates Garbage shall be billed by the ENTITY (e.g., a fourplex apartment consists of four dwelling units and ENTITY agrees to collect for each dwelling unit).

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 Contract and that the Garbage will be collected on a weekly basis.

4. INDEPENDENT CONTRACTOR RELATIONSHIP: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer 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 it posses the skill and experience necessary and all licenses required to perform the services under this Contract. 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; TERM:

a. This Contract shall be noticed between the parties for re-negotiation and/or term at least 90 days prior to the expiration of said Contract.
b. Final approval consisting of new terms and conditions shall be completed no less than 30 days prior to expiration of the Contract.
c. If for any reason that the negotiation and/or finalization of the renewal contract extends past the date of expiration, this Contract shall stay in full force and effect while both parties are continuing performance.
d. Term. This Contract shall begin on December 1, 2014 and shall expire on November 30, 2020.
e. Non-Appropriation. ENTITY is an Idaho Municipal Corporation which by law has a fiscal year commencing October 1st each year and ends September 30th the following calendar year. In the event the ENTITY shall not appropriate funds to pay the obligation falling under this Contract after September 30th during the term of this Contract then this Contract shall terminate and the CONTRACTOR shall be released from further duties under the Contract. If this Contract is terminated by reason of non-appropriation the ENTITY shall not enter into a contract with another contractor(s) to perform the duties provided for herein during the remaining term of this Contract. This will not however prohibit the continued collection of Garbage and Recyclables by the ENTITY through the use of its employees.

11. WARRANTY: CONTRACTOR warrants that all materials and goods supplied under

this Contract 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 Contract.

13. INSURANCE: CONTRACTOR agrees to obtain and keep in force during its acts under this Contract a comprehensive general liability insurance policy in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate, 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 Contract, 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 Contract, or related to this Contract, shall be decided in accordance with the laws of the state of Idaho.

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

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

18. EXCLUSIVENESS: This Contract between the parties is the exclusive contract for the hauling of Garbage from (or generated by) residential *and commercial* premises out of the ENTITY. The definition of exclusive is that during the term of this Contract, only CONTRACTOR and no other person, entity, partnership, corporation or organization, whether for-profit or non-profit, shall be permitted to haul Garbage from (or generated by) residential *or commercial* premises out of the ENTITY; provided, however, that nothing herein shall be construed as prohibiting an individual resident *or commercial business* from personally hauling that individual's personal *or business-generated* Garbage out of the ENTITY.

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

Contract.

20. COMMERCIAL BUSINESS GARBAGE COLLECTION. CONTRACTOR shall contract directly with the commercial businesses located in the ENTITY that require or desire CONTRACTOR's services on such terms and conditions as the CONTRACTOR and the individual commercial business may deem fair and appropriate. ENTITY shall not be a party to those contracts. CONTRACTOR shall separately bill and collect from those commercial businesses with which it contracts.

[Remainder of Page Left Intentionally Blank; Signatures on Following Page]

DATED this _____day of _____, 2014.

ENTITY:

_____
CITY OF BONNERS FERRY

By_____
Its_____

ATTEST:

_____
Clerk
City of Bonners Ferry

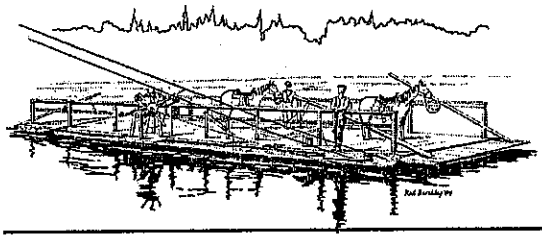
CONTRACTOR:

By_____
FREDERICKSON'S BF GARBAGE , LLC

By_____
(Title or Office)

WITNESS:

_____



CITY OF BONNERS FERRY

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

Memo

To: Mayor and City Council

From: Kris Larson, Clerk/Treasurer

Date: 10/16/2014

Re: Business License Computer Program Module

Last year we changed our ordinance to require annual business license renewals, and our annual business license revenue increased from $850 in fiscal year 2013 to $3,190 in fiscal year 2014.

We are having a problem tracking the business licenses as we don't have a program for this. The business licensing module from Black Mountain will fit our needs. It will produce the licenses and delinquent letters and will record the information we need to keep track of while integrating with our current cash receipting and accounting programs.

The cost of the business licensing module is $4,375 plus a conversion fee of $1,095 and an annual renewal fee of $875. The grand total would be $6,345. It is an expense to the general fund that would pay for itself over the next few years. It would save many hours of time spent by the office girls manually tracking business license information. Please approve the purchase of this software.

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

Thanks,

Kris

www.blackmountainsoftware.com

Black Mountain Software

Expect as much from us as your community expects from you

BUSINESS LICENSING

Issue annual licenses and manage fee collections while **BUSINESS LICENSING** maintains a complete history of activity. Information stored for each business includes:

- Business Name and ID Number
- License Type and Group
- Physical Address
- Mailing Address
- Owner Name and Address
- Telephone Numbers
- Social Security Number/Taxpayer ID
- Contacts
- Number of Employees
- Gross Receipts

Record and maintain various technical details related to the type of business (operating hours, contractor license, operating area, and others).

Produce licenses, delinquent letters, custom renewals and notices. Generate form letters using Microsoft Word Merge (to control font types, sizes, colors and more).

Fully integrated with **ACCOUNTING** and **CASH RECEIPTING**. Payments for business licenses may be recorded directly in **BUSINESS LICENSING** or through **CASH RECEIPTING**. If recorded in **BUSINESS LICENSING**, automated journal vouchers are used to transmit summary financial information to Accounting. If recorded in **CASH RECEIPTING**, the payment information is updated in **BUSINESS LICENSING** and the summary financial information is transferred to **ACCOUNTING** directly.

REPORTS

- Business summary by Type, Group, or Name
- Business License Information with Receipts
- Current Business License Forms by Name or License Number
- Current Businesses List
- Delinquent Businesses List
- Deactivated Businesses List
- Businesses Opened using Date Range
- Licenses Issued using Date Range
- Cash Receipts Summary
- Cash Receipts Detail
- Business Types and Groups

& Produce address labels for special mailings

1-800-353-8829

sales@blackmountainsoftware.com

Black Mountain Software

Quote

04/25/2014

City of Bonners Ferry

Kris Larson

PO Box 149

Bonners Ferry, ID 83805

klarson@bonnersferry.id.gov

Black Mountain Software

145 Southlake Crest, Ste 1
Polson, MT 59860
Phone 800.353.8829
Fax 406.883.1029

Teresa Van Buren
800-353-8829

Product Description	Purchase Price	Annual Fees	One-Time Conversion	Total
Business Licensing	4,375.00	875.00	1,095.00	6,345.00
Subtotals:	*$ 4,375.00*	*$ 875.00*	*$ 1,095.00*	
Grand Total:				***$ 6,345.00***

Terms

1) Black Mountain Software (BMS) has made every effort to ensure the information contained within this quote is complete and accurate. However, in the off chance that a mistake has been made, we reserve the right to correct any error or omission related to price, product description or availability. Please remember that to completely understand this quote, you must consider, in addition to product and prices, the terms and conditions that follow either on this or separate pages.

2) Prices quoted herein do not reflect sale or use taxes imposed by any state or local government, or any unit or subdivision thereof; such taxes are the responsibility of the buyer. Buyer agrees to be responsible for the documentation relating to the payment of such taxes to the maximum extent legally permitted. Black Mountain will be responsible for the collection of such taxes and/or the documentation related thereto, only to the extent required by law.

3) Training is included with installation of each software product. Unless specifically arranged, initial training will be conducted on-line. After initial training, free on-line training is always available for you and your staff as part of the annual service and support fee. Advanced scheduling is required. Except for initial training, hourly charges apply for training physically provided On-site (your offices) or In-house (our offices).

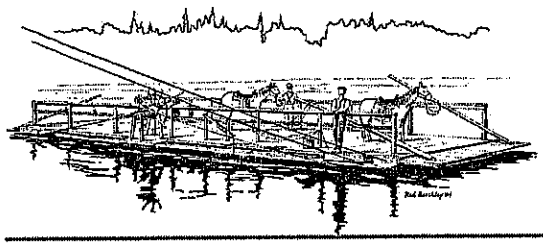
4) All costs are based on prices in effect for 60 days from the date of this bid.

5) Annual service and support includes software updates and support via toll free telephone numbers. The price shown is for the first year, is billed annually, and is subject to change in subsequent years.

6) If travel is required, actual expenses are billed as follows: When flying, charges include airfare, travel time at $35 per hour per person, meals at $42 per day, lodging at local rates, and rental car. When driving, charges include mileage at 56 cents per mile, travel time at 45 cents per mile per person, meals at $42 per day, and lodging at local rates. Alaska and North Dakota may have higher rates..

7) Normal billing procedures for new clients or stand alone applications for current clients is 25% down payment billed at commitment and 75% final payment billed upon completion of installation and initial training of the core products, i.e., Finance, Payroll or Utility Billing. Add on applications for current clients are billed for full purchase price only at commitment and maintenance begins upon completion of installation and/or training. All billing will commence in full for all products after 1 year from commitment unless other arrangements have been made.

7) All of our software products are multi-user, with an unlimited number of licenses (seats). In addition, 'Read Only' access is available to limit data changes for specified users, while still providing lookup and printing capabilities.



CITY OF BONNERS FERRY

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

MEMO

Date: October 17, 2014

To: City Council

From: Jean Diel-City Clerk's Office

RE: 2015 Flower Baskets

In September, we requested proposals from Moose Valley Farms and Sugarplum Floral Greenhouses for the 2015 flower baskets. We also received an unsolicited proposal from Plantfarm/Creach Greenhouse Inc. in Spokane Valley, WA. It included a slide show with samples of their work.

We asked the proposals be received by October 10, 2014, so your decision and approval could be made early enough to order plants for the baskets. We have proposals from Sugarplum-wholesale supplier Aspen Nursery and Plantfarm. We received notice by phone on October 14 from Moose Valley they are interested in consideration, with the proposal pending upon completion.

There were no changes to the amount of baskets (75) or their planting requirements in our request.

USDA is an equal opportunity provider and employer.

ASPEN NURSERY LLC
6075 East Commerce Loop
Post Falls, Idaho 83854
(208) 667-7511

Quote No.: 2440
Date: 10/10/14

Quoted To: City of Bonners Ferry

7232 Main St.
Bonners ferry, ID

Job Name:Hanging Baskets
Address:7232 Main St.
Bonners ferry, ID

Salesperson: # 3- Jarrod

Item Description	Qty	List Price	Disc	Unit Price	Amount	T
Hanging Baskets 16"	75	75.00	30.67%	52.00	3900.00	T
Idaho Delivery	1	75.00	0%	75.00	75.00	N
Fertilizer per bag	2	0.00	-- %	0.00	0.00	
We will provide fertilizer at no cost.						

List Price Sub-Total: 5700.00
Total Discount from List: 1725.00 30.26%

Sub-Total: 3975.00
Additional Discount:
Shipping: 0.00
Tax [0]: EXEMPT *

Quote Total: 3975.00

Confirm, Sign and fax, 208-664-6181
Valid for 30 days - 25% restocking fee

RECEIVED

SEP 03 2014

CITY OF BONNERS FERRY

QUOTE FOR CUSTOM HANGING BASKETS

QUOTE FOR 2015 SEASON

This custom quote drafted exclusively for: Bonners Ferry

Contact Name: Jean Phone # 208-267-3105

12" Basket _____ @ $_____ ea

14" Basket _____ @ $_____ ea

16" Basket _____ @ $ 49.00 ea

18" Basket _____ @ $_____ ea

Specific colors and details for Baskets:

your choice for the colors
I only use proven winner plants
So you don't have to dead head.

These quoted prices will be good for 30 days. The prices include the growing and maintenance of custom hanging baskets till the time of delivery. Delivery charges will be calculated using the latest version of our delivery guidelines. Sales tax will be charged out at current rate at time of delivery. We will require a signed copy of the Custom Hanging Basket Contract and a 10% non-refundable deposit to secure this material until the agreed upon delivery date. The deposit will be applied towards the final invoice for this project. In the event that the plant material is not delivered in its entirety Creach Greenhouse, Inc. will incorporate the remainder of the plant material into the normal inventory and the deposit will be returned promptly. After this date, the quoted customer understands that the material may not be available for delivery and that it may not be available at the prices listed in this proposal. No plant material will be held without a signed Custom Hanging Basket Contract between Creach Greenhouse, Inc. and _____. The balance of your account will be due on June 1st regardless of when product is delivered. This offer to secure plant material is valid until 3:30 P.M. _____.

Please call me if you have any questions. Thank you for your consideration.

Sincerely,

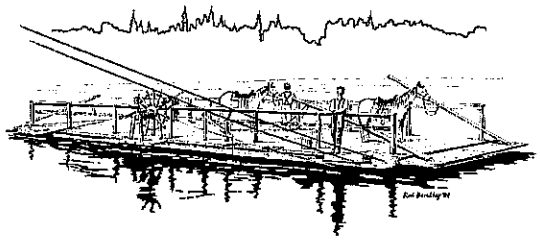
Terrie Swope 8-15-14

Terrie Swope Date

terrie@creachgreenhouse.com

Creach Greenhouse
14208 E 4th Ave
Spokane Valley, WA 99216
509-926-9397

free delivery per terry 9-3-14



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 17 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Fiscal Year 2015 – Computer Services.

Last council meeting the contract with Boundary Computer Services was approved. However we will have a number of hours with Computer Arts for the month of October. Computer Arts has advised us that we will receive their lower contract rate if we sign the attached contract for 51 hours.

Therefore, we would recommend that the council consider approving the attached contract with Computer Arts to cover the transfer between IT contractors.

SJB

CAI
INFORMATION
SYSTEMS SOLUTIONS

August 31st, 2014

Greetings:

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

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

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

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

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

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

Shane Harris
President
sharris@gocai.com

Mitch Cromwell
Vice President
mcromwell@gocai.com

Karolyn Reid
General Manager
kreid@gocai.com

COMPUTER ARTS, INC.
MASTER IT Services Agreement

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

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

1. DEFINITION OF SERVICES
CAI is a full IT service organization that provides a variety of computer IT services to multiple CUSTOMERs. Under the terms and conditions of this AGREEMENT, Customer shall have unrestricted access to CAI support personnel during normal business hours (8:00am-5:00pm M-F) for any IT computer related issue. After hours support (5:00pm-8:00am M-F, Holidays and Weekends) is available "as-needed" and shall be billable at the "after hour" support rate as specified in this addendum. CAI agrees to make regular visits to Customer's place of business, as deemed necessary by CAI and Customer to maintain adequate system operations. Computer Arts agrees to make every reasonable effort to provide Customer with timely and acceptable IT solutions and services. An example of support services may include any or all of the following:
   - Technology planning assistance
   - Bid and purchase assistance
   - Hardware installation, setup and troubleshooting
   - Building infrastructure services (such as cabling recommendations and specifications)
   - Education & training
   - Project management
   - Routine maintenance
   - Network diagnostics & support
   - Internet, Intranet, routers, firewalls and other security devices
   - Third party software installation, configuration

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

   A. SUPPORT USAGE
   Customer shall have reasonable access to CAI PC/Networking personnel as defined in this agreement for any IT support issue. For typical support services, reasonable response time is expected to be within one (1) business day for normal operations or within four (4) hours for emergency response. Acceptable methods of support shall be through the use of the following:
      - Help Desk Telephone support. (Toll free 800 number access to CAI headquarters)
      - Computer-to-computer or network-to-network secure communications (VPN).
      - On-site service at Customer's computer site.

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

   B. SCHEDULING
   CUSTOMER shall be responsible for defining the service that is required and to establish a scheduled time with CAI technicians on an "as needed/as-available" basis. Customer shall designate a point of contact to prioritize and track work orders. CAI technicians shall work with this individual closely to ensure that timely service is being provided.
      1. On-site services shall be available during normal business hours from the time of 8:00am to 5:00pm Monday through Friday during the terms of this AGREEMENT excluding holidays and weekends.
      2. CUSTOMER shall have access to a 7x24x365 toll free number for "After Hours" emergency support. This support shall be provided as requested and shall be subject to availability of CAI resources. This support and any associated expenses shall be invoiced separately at the "After Hours" rate specified in addendum A.
      3. CAI personnel shall be allowed a reasonable lunch break while working on-site not to exceed one hour.
      4. Under certain circumstances such as personal emergencies, illness, scheduled company meetings, scheduled vacation etc... CAI personnel may be unable to be on-site; CAI will notify CUSTOMER at least by 8:30am of the scheduled day to make arrangements for replacement personnel or to postpone the scheduled visit as agreed upon by both parties.
      5. Under certain circumstances, CUTOMER 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:
   CUSTOMER shall have sole and exclusive discretion of CUSTOMER. However,
      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.

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.
   B. 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.
   C. 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.
   D. CUSTOMER shall be invoiced monthly for services and related expenses provided.
   E. 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.
   F. "After Hours" charges and expenses will be billed separately on a monthly basis at the rates specified in Addendum A.
   G. Any other additional charges such as hardware purchases, supplies or other materials will be billed monthly to CUSTOMER as charges are incurred.
   H. Travel Expenses shall include "actual" expenses and the standard mileage rate allowable by the IRS unless otherwise notified in an addendum to this agreement.
   I. Travel Time one way from the nearest CAI support office shall be billed at the rate specified in Addendum A.

5. WARRANTY & REMEDIES
   A. CAI will not provide any additional warranties on Equipment beyond that of the Manufacturer warranties unless otherwise specified.

   B. EXCEPT AS OTHERWISE PROVIDED HEREIN, CUSTOMER ACCEPTS AND AGREES THAT SERVICES OR SUPPORT AS PROVIDED BY CAI, INCLUDING (WITHOUT LIMITATION) NETWORKING SUPPORT, PC SUPPORT AND OTHER IT SERVICES AS CONTRACTED, ARE "AS-IS" AND WITH ALL FAULTS ACCEPTED, WITH NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND. NO DEALER, AGENT OR EMPLOYEE OF CAI IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS SECTION. CAI MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), WITH RESPECT TO THE SERVICES, SUPPORT, OR MATERIALS PROVIDED BY CAI OR CAI'S AUTHORIZED DESIGNEE. CAI EXPRESSLY DISCLAIMS AND CUSTOMER HEREBY ACCEPTS SUCH DISCLAIMER OF ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF NONINFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND VALIDITY OF INTELLECTUAL PROPERTY RIGHTS. CUSTOMER MAY HAVE OTHER STATUTORY RIGHTS. TO THE FULL EXTENT PERMITTED BY LAW, THE DURATION OF STATUTORILY REQUIRED WARRANTIES, IF ANY, SHALL BE LIMITED TO THE SHORTEST PERMISSIBLE DURATION. MOREOVER, IN NO EVENT SHALL WARRANTIES PROVIDED BY LAW, IF ANY, APPLY UNLESS THEY ARE REQUIRED TO APPLY BY STATUTE.

   C. **Limitation of Liability.**
   NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, CAI SHALL NOT BE LIABLE OR OBLIGATED WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL OR EQUITABLE THEORY (i) FOR ANY SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR ANY LOST PROFITS, BUISNESS INTERRUPTION, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES OR RIGHTS); (iii) FOR ANY MATTER BEYOND CAI'S REASONABLE CONTROL. TO THE EXTENT THAT THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES IS PROHIBITED BY LAW, ANY SUCH PROHIBITED LIMITATIONS AND EXCLUSIONS SHALL NOT APPLY TO CUSTOMER.

   D. **Indemnification,**
   Customer shall defend, indemnify and hold harmless CAI and each of its officers, directors, employees and agents and the owner of the intellectual property herein licensed (collectively the **"Indemnified Parties"**) against and in respect of any loss, debt, liability, damage, obligation, claim, demand, judgment or settlement of any nature or kind, including, but not limited to, all reasonable costs and expenses incurred arising out of, resulting from or based upon any pending or threatened claim, action, proceeding or suit that an Indemnified Party may suffer based upon Customer's acts or omissions or upon any breach of any representation, warranty, undertaking or other obligation of Customer under this Agreement.

6. INSURANCE COVERAGE
   CAI shall maintain insurance coverage as follows:
   A. Worker Compensation & Employer's Liability – Employers Compensation Insurance Co – Policy #EIG 1084590 02, 10/01/14 -10/01/15
   B. General Liability and Property Coverage – St. Paul Fire and Marine Insurance Company, Policy #TT09402049, term – 3/15/14 – 3/15/15, General Liability Limit is $2,000,000.
   C. Automobile Liability – St. Paul Fire and Marine Insurance Company, Policy #TT09402049 – term 3/15/14 – 3/15/15, liability limit is $1,000,000.

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

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

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

IN WITNESS WHEREOF:

Customer.

By: _____
Signature

_____
Printed Name

_____
Title

_____
Date

Computer Arts Inc.

By: Shane Harris
Signature

Shane Harris
Printed Name

CEO
Title

8-28-14
Date

ADDENDUM A
To
"MASTER IT Services Agreement"

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

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

Contract Addendum History Table		
Fiscal Year 2012-2013 Purchased	Fiscal Year 2013-2014 Purchased	Fiscal Year 2014-2015 Recommended
175 (Exceeded)	300	~~300~~ 51

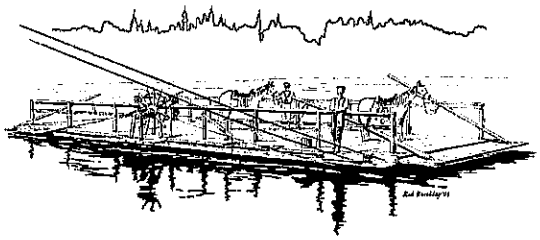
Guaranteed Hours Calculation for new Fiscal Year	
Select number of hours purchased	~~300~~ 51
Multiply by guaranteed rate (see chart above)	~~*70.00~~ 80
(Special Negotiated Rate Incls all Travel Expenses)	
New annual PC/Network Service Contract Price	~~$21,000.00~~ 4,080

Travel Expenses associated with on-site PC/Network support	
Travel Time (one way only) $50.00 p/hr p/Tech	Included
Travel Expense Mileage (round trip $0.56 p/mile)	Included
Travel Expense Meals – Actual	Included
Travel Expense Lodging – Actual	Included

Summary of Payment terms:

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

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



MEMO

CITY OF BONNERS FERRY
CITY ADMINISTRATOR

Date: 17 October 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Residential Water Overage Summary.

Attached is the requested summary of residential water usage. This summary is for residential use only, for 12 consecutive months, and is summarized for 1,000, 1,200, and 1,500 cubic feet.

Now that we have the basic data extracted from the billing system we can run other "what-ifs" if desired.

SJB

ANNUAL WATER USAGE

SEP 2014 AUG 2014 JUL 2014 JUN 2014 MAY 2014 APR 2014 MAR 2014 FEB 2014 JAN 2014 DEC 2013NOV 2013 OCT 2013

1,082 Residential Water Customers

Allowance in cubic feet

Number and percent that would incur overages

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1000	95	94	58	59	118	281	384	622	326	178	103	95
	9%	9%	5%	5%	11%	26%	35%	57%	30%	16%	10%	9%
avg > 1000	1487	1368	1448	2012	1566	2096	2205	3091	2477	1699	1440	1503
1200	60	56	33	30	75	219	304	542	253	124	61	61
	6%	5%	3%	3%	7%	20%	28%	50%	23%	11%	6%	6%
avg > 1200	1711	1546	1706	2896	1831	2373	2494	3382	2873	1957	1667	1726
1500	26	19	15	13	40	151	225	446	182	66	26	26
	2%	2%	1%	1%	4%	14%	21%	41%	17%	6%	2%	2%
avg > 1500	2224	1962	2102	4935	2274	2841	2901	3816	3468	2502	2142	2259
Avg. usage	449	423	388	416	486	767	937	1,717	928	561	441	442
Median	392	373	343	338	401	502	601	1,027	551	419	393	393
Maximum	6,580	2,900	4,905	36,374	6,152	13,024	8,700	34,122	14,516	10,858	4,246	4,516

2014
Association of Idaho Cities
Fall District Meetings

All meetings will be held from 9:00 a.m. - 3:00 p.m.

Coeur d'Alene
October 29
Best Western Plus
Coeur d'Alene Inn
506 W. Appleway Ave.
Coeur d'Alene, ID

Lewiston
October 30
Red Lion Hotel
621 21st Street
Lewiston, ID

Twin Falls
November 5
Canyon Crest
Dining Event Center
330 Canyon Crest Dr.
Twin Falls, ID

Nampa
November 6
Holiday Inn Express
4104 E. Flamingo Ave.
Nampa, ID

Idaho Falls
November 13
Hilton Garden Inn
700 Lindsay Blvd
Idaho Falls, ID

Pocatello
November 14
Clarion Inn
1399 Bench Road
Pocatello, ID

Please visit: www.idahocities.org/districtmeetings for online registration

Registration Form

2014 AIC District Meetings

Coeur d'Alene, Lewiston, Twin Falls, Nampa, Idaho Falls, Pocatello
9:00 a.m. - 3:00 p.m.

FAX TO ASSOCIATION OF IDAHO CITIES AT (208) 344-8677 | MAIL TO 3100 S. VISTA AVENUE, SUITE 310, BOISE, ID 83705

Registration fee: $25.00 (includes lunch)

Register online at www.idahocities.org/districtmeetings or complete the form below.

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

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

Registration fee: $25.00 (includes lunch)

Name_____

Title _____

Organization _____

E-mail address _____

Payment Information:

☐ Check in the mail

☐ Please Invoice

☐ Check Enclosed (Payable to AIC)

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

☐ Mastercard _____

Card Number _____

Expiration Date _____

Billing Address (include zip) _____

_____

Signature of Card Holder_____

_____

Location Attending: ☐ Coeur d'Alene ☐ Lewiston ☐ Twin Falls ☐ Nampa ☐ Idaho Falls ☐ Pocatello

TOPICS INCLUDE:

- Public Defense Reform
- Roles & Responsibilities
- 2015 Legislative Issues
- Financial Reporting Law
- Personnel/Administrative Policies
- Local/Regional Issues

ASSOCIATION OF IDAHO CITIES

www.idahocities.org

Mayor's Proclamation
Recognizing October 23, 2014
As Breast Cancer Awareness, Early Detection Day

Whereas, the sad fact is that one out of eight women will have breast cancer in their lifetime; and

Whereas, early detection of breast cancer is one of the major factors in defeating cancer; and

Whereas, when breast cancer is detected early there is a marked increase in the chance of treating it successfully; and

Whereas, mammograms can sometimes detect a cancer two years earlier than physical exams; and

Whereas, we encourage women in our community to have this extremely important test performed;

Now, therefore, in recognition of breast cancer awareness, I, David K. Anderson, Mayor of Bonners Ferry, Idaho, do hereby proclaim October 23, 2014 to be "Breast Cancer Awareness, Early Detection Day" in Bonners Ferry and urge all citizens to show support.

David K. Anderson, Mayor

Attest:

Kris Larson, City Clerk