

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. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

Vision Statement

Bonnors 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
August 6, 2019
6:00 pm**

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

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

REPORTS

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

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the July 16, 2019 Council meeting minutes

OLD BUSINESS

NEW BUSINESS

4. City – Discuss Building Use Agreement with the Department of Labor for the Visitor's Center {action item}
5. Electric – Consider Joint Pole Use Agreement with EL Automation (attachment) {action item}
6. Street – Consider Storm Drain Repair on Second Street (attachment) {action item}
7. Water – Consider Budget for Dakota Street Well House Construction (attachment) {action item}
8. Water – Consider Purchase of Hydraulic Modeling Software (attachment) {action item}
9. Sewer – Consider Authorization to Solicit Quotes for Lift Station #1 Replacement (attachment) {action item}
10. City – Consider Proposed Budget for Fiscal Year 20 and Publication of Proposed Budget for Fiscal Year 20 {action item}
11. City – Consider 2019 Beverage License for BABA LLC Pending Payment and Receipt of Proper Documentation (attachment) {action item}
12. City – Discuss Vision Statement {action item}
13. Executive Session Pursuant to Idaho Code 74-206, Subsection 1 (b) To 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

ADJOURNMENT

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 16, 2019
6:00 pm**

Mayor David Sims called the Council meeting of July 16, 2019 to order at 6:00 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Valerie Thompson and Ron Smith. Also present were: City Administrator Lisa Ailport, City Engineer Mike Klaus, City Attorney Andrakay Pluid, Police Chief Brian Zimmerman, Clerk/Treasurer Christine McNair, Contract Planner Clare Marley and Economic Development Coordinator Dennis Weed. Members of the public present were: Jerry Higgs, Dave Gray, Denise Crichton, Craig Kelson, Marciavee Cossette, Marty Martinez, Ralph Lotspeich, Julie Williams, Leann Sukenik, Ron Sukenik and Carolyn Testa.

PLEDGE OF ALLEGIANCE

GUEST

PUBLIC COMMENTS

Jerry Higgs said he has noticed the long hours Christine McNair has been working and he appreciates it. Jerry said the Street Department is doing a great job with the highway project, while still staying on top of all of the other things they have to do. Jerry thanked Craig Kelson for standing up to groups that are bringing hate in to our community.

REPORTS

City Administrator Lisa Ailport said the City has been working on the application for a grant for an electric vehicle charging station.

City Engineer Mike Klaus said the test results for the new well came back as zero risk, so we do not have to worry about filtering it, which is good news.

Economic Development Coordinator Dennis Weed said he is continuing to work with a variety of businesses on a number of issues. There was a Visitor's Center volunteer meeting today. It is fully staffed Monday through Saturday. The Visitor's Center has one wall that is dedicated to Idaho.

Urban Renewal District Mayor Sims said there was a meeting last week and they will be moving forward with the new urban renewal district. Mayor Sims said the Job Service is closing the local office and Summer MacDonald is hoping she will be able to use the meeting room at the Visitor's Center.

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the June 25, 2019 Special Council meeting minutes, July 3, 2019 Council meeting minutes, July 9, 2019 Special Council meeting minutes
4. Treasurer's Report

Adam Arthur moved to approve the consent agenda. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

OLD BUSINESS

5. Golf – Consider Approval of Golf Fees and Play Policy (attachment) {action item}

Lisa said the amended areas are underlined in Section VII (b), Section V (b). Some redundant items were removed at the request of the Golf Contractor. Lisa feels this policy is ready for approval. Valerie Thompson moved to approve the Golf Fees and Play Policy. Ron Smith seconded the motion. The motion passed with all in favor.

NEW BUSINESS

6. City – Update from Craig Kelson, City Human Rights Advocate

Craig is hoping the City will consider a declaration of human rights. Craig said the City of Coeur d' Alene and the City of Boise have declarations of human rights. Mayor Sims has asked Andrakay to contact other cities that have a human rights declaration. Mayor Sims said it might be best to incorporate it into the vision statement.

7. Pool – Consider Approval of Pay Application #4 for BF Builders for the Pool Project (attachment) {action item}

Mike Klaus said the pool project is complete, but there are a few items that need to be addressed. The handrail is rusting and needs to be replaced. The concrete needs to have some minor repairs since the cone shapes are falling off. Mike said there is a one year warranty. Rick Alonzo moved to approve pay application #4 for BF Builders in the amount of \$5769.40 for the pool project. Ron Smith seconded the motion. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

8. Planning and Zoning – Consider De-Annexation of Property East of the Fodge Mill (attachment) {action item}

Mayor Sims said we are not making a decision in de-annexation tonight, the decision is to decide how to proceed with the request from the property owners Ron and Leann Sukenik. Clare Marley said there are no procedures on how to de-annex. If the City decides to de-annex this property the County will have to be involved. Ron Sukenik owns four properties and there are other property owners that may also be interested in de-annexing. Ron Sukenik said all the parcels were owned by one owner and that is when the property was brought into the City limits. Ron Sukenik said there are six acres that are not in the flood way and he and Leann are interested in building one house on the lots. Ron Sukenik does not expect any other houses being built in that area. Adam asked if the whole piece is zoned industrial because it was brought in as one parcel. Mayor Sims said yes. Lisa said this is the only area that is able to be developed that is in the flood plain and flood way. There are several restrictions for development in the flood plain areas. Ron Smith asked if it is left the way it is now can a house be built there. Clare Marley said it would require a zone change. Ron Smith said if it is de-annexed, we will lose out on the taxes that are currently being collected. Lisa said yes and any future taxes as well. Valerie asked if Sukeniks are seeking any other services that do not already exist. Ron Sukenik said if the property remains in the City limits, then he would, but if it is de-annexed he would not. Valerie Thompson moved to consider de-annexation of the Sukenik property with a formal petition for de-annexation. Ron Smith seconded the motion. The motion passed with all in favor.

9. Planning and Zoning – Consider Urban Farming Ordinance (attachment) {action item}

Mayor Sims said the ordinances have not been enforced unless there has been a complaint. Mayor Sims said he feels the ordinances either need to be enforced or changed. Andrakay, Lisa and Clare have spent a lot of time working on a new ordinance. Adam asked if it is covered under the nuisance ordinance. Mayor Sims said the current ordinance is fairly simple to enforce since the only zone that animals are allowed are in Zone B. Brain Zimmerman said it would require a full time officer to accurately enforce an animal ordinance. Lisa said there will be an enforcement issue regardless of the ordinance. Mayor Sims said we need to be able to enforce the ordinances. Andrakay said the complaints are very time consuming for something that should be easily complied with. Ron asked what happens if we leave it the way it is. Andrakay explained the steps to correct the problems. Mayor Sims said it would be a good idea to put a link on the website that says what zone they live in and what animals they can have. Clare said there are some changes that need to be made to Zone B. Adam asked if all cities have ordinances that allow farm animals in the city limits. Clare said she researched several cities and not all cities allow farm animals. Andrakay said a lot of people make a lifestyle choice to live in the city limits instead of the county. Lisa recommends staff works with Planning & Zoning to make changes to the Zone B. Adam asked about rabbits. Clare read the definition of domestic livestock. Rick Alonzo moved to have Planning & Zoning and staff work towards a zoning ordinance that helps identify the Zone B domestic livestock and keeping of poultry based on the bullet points presented by Clare Marley, excluding Zones A and AA. Ron Smith seconded the motion. The motion passed with all in favor.

10. City – Consider Approval of High 5 Expenditure for the City of Moyie Springs for Playground Equipment (attachment) {action item}

Lisa said the City of Moyie Springs wants to do a phased approach for playground equipment for the area

behind the City Hall in Moyie Springs. The phases that will be in \$15,000 increments. The details are still being worked out. Mayor Sims said there is community support to have a playground near the Moyie Springs City Hall. Rick asked when the money has to be spent. Valerie Thompson moved to approve the High 5 steering committee to provide the funds for the first phase of the City of Moyie Springs project for \$15,000. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

11. City – Consider Approval of High 5 Expenditure for University of Idaho for Physical Activity Equipment and Nutrition Lesson Kits (attachment) {action item}

Lisa said the University of Idaho is requesting to work with the Friday Friends and Boundary County 4-H to focus on healthy eating. Rick Alonzo moved to approve the High 5 expenditure for the University of Idaho for physical activity equipment and nutrition lesson kits in the amount of \$1,500. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

12. City – Consider Approval of High 5 Expenditure for 9B Trails for One Exercise Equipment Station at the County Park (attachment) {action item}

Lisa said the 9B Trails is requested funding for one exercise equipment station at the county park on the north side of the Kootenai River. Mayor Sims said Boundary County has approved the installation of the equipment stations. Adam Arthur moved to approve the High 5 expenditure for 9B Trails for one exercise equipment station at the county park in the amount of \$2,500. Valerie Thompson seconded the motion. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

13. Electric – Consider Direct Mail of Lighting Kits to Residential Electric Customers (attachment) {action item}

Lisa said there is approximately \$64,000 left in the conservation money. This is the end of the two year funding cycle. Mayor Sims asked if we can carry over any portion of the money. Lisa said \$50,000 can be carried over. The lighting part of the conservation program is going away for the next funding cycle. Adam asked how many of the City buildings have been converted to LEDs. Lisa said she will check with Steve Neumeyer, but she believes most of the buildings have been converted. Adam Arthur moved to approve the direct mail of lighting kits to residential electric customers. Valerie Thompson seconded the motion. The motion passed with all in favor.

ADJOURNMENT

The meeting adjourned at 7:18pm



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 2, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **EL Automation Inc. - Joint Pole Use Agreement**

The City has separate joint pole use agreements with Fatbeam, EL Automation, and Frontier. One of staff's goals has been to have our agreements with joint pole users match in content, and in cost per attachment.

City staff has discussed with EL Automation the idea of replacing the City's agreement with them to match the agreement with Fatbeam, LLC. The attached draft agreement for EL Automation matches the Fatbeam agreement with one exception. On page 9, the City has proposed to add a requirement for the submittal of record drawings by the licensee 60 days after construction of any new attachments.

I recommend that the Council approve replacing the existing agreement with EL Automation with the draft agreement presented with this memo.

Please let me know if you have any questions.

Thank you,

Mike

GENERAL AGREEMENT
FOR JOINT USE OF POLES BETWEEN

EL Automation Inc.

AND

THE CITY OF BONNERS

FERRY, ID

TABLE OF CONTENTS

ARTICLE		PAGE
I	Scope of Agreement	3
II	Definitions	4
III	Construction Practices and Specifications	5
IV	Rentals	7
V	Establishing Joint Use of Poles	7
VI	Unauthorized Attachments	9
VII	Inserting Poles in Existing Lines	9
VIII	Anchors	10
IX	Rights of Way for EL Automation Inc Attachments	10
X	Maintenance of Poles and Attachments	10
XI	Division of Costs	11
XII	Procedure When Character of Circuits Is Changed	12
XIII	Termination of Joint Use	12
XIV	Hazardous / Toxic Waste	12
XV	Defaults	13
XVI	Liability and Damages	13
XVII	Insurance	13
XVIII	Attachments of Other Parties	14
XIX	Assignment of Rights	14
XX	Payment of Taxes	15
XXI	Waiver of Terms and Conditions	15
XXII	Bills and Payment for Work	15
XXIII	Attorney's Fees	15
XXIV	Service of Notices	16
XXV	Term of Agreement	16
XXVI	Existing Agreements	16
XXVII	Dispute Resolution	17
XXVIII	Signatures	18
Exhibit A	Notice of Intent to Modify City of Bonners Ferry Pole Line	19
Exhibit B	Joint Facilities Notification and Application	20

GENERAL AGREEMENT FOR JOINT USE OF POLES

PREAMBLE

This Agreement, effective _____, is made by and between CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, (hereinafter called "Licensor") and EL Automation Inc (hereinafter called Licensee") doing business in the State of Idaho.

WITNESSETH:

WHEREAS, City of Bonners Ferry and EL Automation Inc desire to provide for the joint use of poles when and where such joint use will be of mutual advantage in meeting their service requirements;

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby covenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

(A) This Agreement shall be in effect in the common operating areas covered by the parties hereto as the same may now, or from time to time, exist during the life of this Agreement and shall cover poles now existing or hereafter erected or acquired in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(B) Pole Owner reserves the right to exclude from joint use:

1. Poles which in Owner's judgment are necessary for its own sole use;

and/or

2. Poles which carry, or are intended by Owner to carry, circuits of such a character that in Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following terms shall have the following meanings:

1. JOINT POLE means a utility pole jointly used by Licensor and Licensee.
2. COST as applied to new poles shall mean the cost in place.
3. REMAINING LIFE VALUE as applied to existing poles shall mean the original installed cost less depreciation at the time cost becomes a consideration as in purchase, sales, net loss computations, etc.
4. COMMUNICATIONS FACILITIES, when used to describe facilities attached to a Joint Pole, means facilities used to transmit telephone, cable television, internet or other signals as defined by the National Electric Safety Code. Wireless antenna pole attachments are not allowed under this agreement.
5. NORMAL SPACE ALLOCATION on a Joint Pole is the following described basic space for the exclusive use of each party, respectively, with the associated mutual vertical clearance space for maintenance of separations, in accordance with specifications referred to in Article III. These specifications also provide that certain attachments of one party may be located in and extend vertically through the space reserved for the other party. Space allocations specified below are for rental calculations. Actual construction space allocation may vary. Any space allocation other than this would be by written agreement only on a case-by-case basis.
 - a. For Licensor on primary voltage poles, 10 (ten) feet of space measured from the top of the pole, which will include the 40" safety space. For Licensor on secondary voltage poles, 1'6" (one foot six inches) not including the 40" safety space.
 - b. For Licensee on Licensor owned poles, 3'6" (three foot six inches) above the twenty-foot level which will obtain basic ground clearance as required by specifications referred to in Article III and will permit practical grading of longitudinal and lateral plant, or to the bottom five (5) feet of the pole.

- c. Mutual vertical clearance space on the pole between each company's attachments must never be less than that which will obtain minimum separations as required by the specifications referred to in Article III.
6. MAKE-READY WORK is the process of ensuring the utility poles, upon which the fiber-optic cable and other communication equipment will be installed, are in suitable condition to receive the cable and equipment.

ARTICLE III

CONSTRUCTION PRACTICES AND SPECIFICATIONS

- A. General: Each party shall furnish all personnel, supervision, labor, transportation, tools, equipment, materials and other items for performance of its work under this Agreement. Each party shall perform its work in accordance with industry standards, efficient, safe, orderly and workmanlike manner. Each party shall ensure that all personnel who perform its work shall be fully experienced and properly qualified to perform the same. Any work performed within City rights-of-way requires a City Encroachment/Excavation permit prior to executing any work.
- B. Protection of Property and Persons: Each party shall take appropriate precautions to prevent bodily injury (including death) to persons and damage to any property or environment arising in connection with such party's performance of work or any attachment of such party's equipment to a pole. Such precautions may include, but are not necessarily limited to, the erection and maintenance of barricades, signs, flags, flashers and other safeguards. Any party performing work shall, prior to such performance, inspect the site of such work and all materials, tools, equipment, poles and other items related to such work to discover any conditions involving a risk of bodily injury to persons or a risk of damage to any property or environment and shall be solely responsible for the discovery of and protection against such conditions.
- C. Electric Circuits: Prior to performing any work, Licensee shall satisfy itself as to the nature of the electric circuits attached to the poles to which such work relates. Licensee shall ensure that such circuits continue in normal operation at all times during performance of work by Licensee. Licensee shall take all precautions which are necessary to prevent bodily injury (including death) and property damage resulting from such circuits in the course of performing its work. In the performance of its work, Licensee shall utilize employees and contractors who are experienced and knowledgeable in working with and in close proximity to energized electrical conductors. Licensee shall be solely responsible for, and Licensor assumes no responsibility under this Agreement for, the training and supervision of employees and contractors of Licensee in safe work practices in proximity to energized electrical conductors.
- D. Worker Safety: Each party shall at all times take all reasonable precautions for the safety of persons working on the construction, operation, and maintenance of its respective poles and equipment, and shall comply with all applicable provisions of Federal, State, and local safety laws. Construction safety shall be the exclusive responsibility of the party conducting the work, and each party shall develop, maintain and enforce a safety program appropriate to the nature of the work performed by that party. All work performed within City rights-of-way requires a traffic control plan to be submitted, in accordance to MUTCD, to the City for review and approval prior to executing any work.

- E. The specifications of each party for the construction, operation and maintenance of its respective poles and other facilities that are jointly used or involved in joint use shall be no less stringent than the requirements of the National Electric Safety Code or the latest supplement or revision thereof and the distribution construction standards of each party or the latest supplement or revision thereof; provided that in the event a lawful requirement of any governmental authority or agency having jurisdiction may be more stringent, the latter will govern. Modification of, additions to, or construction practices supplementing wholly or in part the requirements of the National Electric Safety Code and the distribution construction standards of each party may, when accepted by both parties hereto, likewise govern joint use of poles.
- F. Unless otherwise agreed in writing, attachments shall be made in conformance with the RUS distribution construction standards and in conformance with the National Electric Safety Code.
- G. Licensee (including its employees and contractors) shall not enter the electric utility space for any purpose including making connections to Licensor neutral. If Licensee requires grounding on an existing Licensor pole where grounding conductor does not exist, Licensee shall request that Licensor install grounding at the sole expense of EL Automation Inc, not to exceed Licensor's actual costs.
- H. On Licensor's owned primary-voltage poles, attachment height of Licensee must be no less than ten (10) feet from the top of the pole to allow installation of future transformers and electrical underbuilds. Attachments above this level will only be allowed by special exemption. On service-voltage only poles (600 volts or less), attachment height of Licensee must be no less than 40 inches under the effectively grounded circuits, except as allowed for luminaires and traffic signals as specified in NESC Section 238, or as excepted by Rule 235C2b(1)(a) for mid-span clearances or to the bottom five (5) feet of the pole.
- I. All Communications Facilities shall be attached on the same side of the Joint Pole as any existing Communications Facilities, unless another arrangement is specifically allowed or requested by Licensor.
- J. Unless the attachment is to the bottom five (5) feet of the pole, whenever possible, Licensee shall support its facilities using crossarms; however, Licensee shall not use any crossarm or alley arm brace above the arm which it supports.
- K. No bolt installed to attach Communications Facilities shall extend or project more than one (1) inch beyond its nut.
- L. All Communications Facilities shall have at least forty (40) inches vertical clearance or the requirements of the most recent edition of the National Electric Safety Code, whichever is greater, under the effectively grounded parts of electric supply equipment or the current-carrying parts of such equipment, except when said grounded or current-carrying parts are serving luminaires or traffic signals, as specified in NESC Section 238, or as excepted by Rule 235C2b(1)(a) for mid-span clearances.
- M. All down guys, head guys or messenger dead ends installed by Licensee shall be attached to Joint Poles by the use of through bolts. Such bolts placed in the buck position shall have at least three (3) inches vertical clearance. Under no circumstances shall Licensee install down guys, head guys

or messenger dead ends by means of encircling Joint Poles with such attachments. All guys and anchors shall be installed prior to the installation of any messenger wire or cables.

- N. In the event that any of Licensee's proposed facilities are to be installed upon poles already jointly used by Licensor and other parties, without in any way modifying the clearance requirements set forth in this Agreement, Licensee shall negotiate with such other parties as to clearances between its facilities and the facilities of such other parties. Licensee shall provide written notice to Licensor of agreements reached with such other parties prior to use of such a Joint Pole.
- O. Licensee shall maintain a five (5) foot clear zone around the base of Licensor's poles. No telephone pedestals or other equipment shall be located in the clear zone.
- P. Licensee shall be a member in good standing and participate of the "One Call System" for underground facilities located in all of Licensor's service areas in which Licensee has underground facilities.

ARTICLE IV

RENTALS

- A. By December 31 of each calendar year Licensee shall update its Pole Data Sheet to include all existing pole attachment additions during that year, which were authorized and to remove pole attachments for which it received written notice of removal as provided herein.
- B. Licensee shall update and submit to Licensor Pole Data Sheets no later than December 31 of each year.
- C. The parties hereby agree the attachment rate per pole commencing January 1, 2019 shall be \$12.00 per pole, per year. This rate has been arrived at by mutual agreement and incorporates no particular methodology.
- D. Licensor shall submit an invoice to Licensee for the rental amount owing as calculated using the rates as determined in Article IV, Section C and pole tabulations as set forth in the Pole Data Sheet, and such invoice shall specify the rental period covered. Rental Fees are due and payable net 30 days after billing and considered past due 60 days after billing. Past due Rental Fees are subject to finance charges pursuant to Licensor's policies governing past due utility bills.

ARTICLE V

ESTABLISHING JOINT USE OF POLES

- A. Whenever Licensee desires to place its equipment on any pole owned by Licensor, either as an initial attachment or in addition to attachments already made, Licensee shall make written application and pay associated application fees as adopted by City Council.
- B. After receiving initial application, the Licensor and Licensee will schedule a pre-design meeting to discuss proposed routes, attachments, existing pole conditions, and other design considerations.
- C. After pre-design meeting, licensor will provide licensee with letter summarizing the approved

route and preliminary conditions for attachment.

- D. The licensee shall provide a design package that includes the pole location, pole number, any modifications requested to permit such attachments, and overall plan view, to scale, of the entire route. Design to be completed and submitted by a design professional, experienced and competent to complete design of such work. Design work to also include, but not be limited to;
 - a. An analysis showing the adequacy of the Licensor's structure and support system, once loaded with Licensee's attachments.
 - b. Describe and call out hardware, guying, anchors, and all other components and features to be used during construction.
 - c. An analysis of clearances, re-configuration of poles to accommodate attachments, and space requirements.
 - d. A statement that the design meets requirements of the National Electric Safety Code (NESC).
 - e. If the Licensor determines that any proposed route or particular pole for attachment requires design by a registered professional engineer in order to serve as a joint use route or pole, the Licensor may require the Licensee to provide that design for review and approval before attachments will be allowed.
- E. Licensor will review design plans and will approve, approve with conditions, or disapprove the plans within sixty (60) days of the date of design submittal by Licensee.
- F. No attachments shall be made without prior approval of Licensor. In emergency situations, Licensee may contact Licensor and request verbal permission to attach, with written application to follow.
- G. Upon receipt of notice from Licensor that the application is approved, Licensee shall have the right hereunder to use said space for attachments and circuits of the character specified in the application and in accordance with the terms of this agreement.
- H. If any make-ready work is required before Licensee can begin attachment installation, Licensee will apply to the City of Bonners Ferry Electric Department for all make-ready work required. Licensor will provide licensee with a construction estimate base on the submitted application(s) for construction.
- I. Licensee pays construction estimate prior to Licensor beginning work.
- J. Once Licensor completes make-ready work, Licensor will calculate actual costs of completing the work. If the construction cost exceeds the estimate, the Licensee will be billed for the difference. Likewise, if the construction cost is less than the estimate, the Licensee will be reimbursed for the difference.
- K. If, in the sole judgment of Licensor, the accommodation of any of Licensee's equipment necessitates the rearrangement or addition of any facilities on an existing pole, or the replacement of any existing pole, Licensor shall determine the changes necessary to accommodate the equipment and provide the estimated cost to the Licensee.
- L. If, in the sole judgment of Licensor, Licensee's existing equipment on any pole interferes with or prevents the placing of any additional facilities required by Licensor, Licensor will notify Licensee of the rearrangements of Licensee's equipment, or pole replacement and equipment transfer required in order to continue the accommodation of Licensee's equipment. Licensee will be responsible to rearrange or transfer its facilities at its own costs.

If Licensee's facilities can be rearranged on the existing pole to accommodate the placing of additional Licensor facilities, and Licensee desires to continue to maintain its equipment on the pole and so notifies Licensor, both parties will cooperate in making such rearrangement or transfer and each party will be responsible for its own costs.

If Licensee's facilities cannot be rearranged on the existing pole to accommodate the placing of additional Licensor facilities, and Licensee desires to continue to maintain its equipment on the pole and so notifies Licensor, Licensor will change out the pole to a pole of sufficient height to accommodate both parties at the cost of the Licensee.

If Licensee does not so notify Licensor within 30 days after receipt of Licensor's notice, Licensee shall remove its equipment from such pole within a mutually agreed upon time, not to exceed sixty (60) days after receipt of Licensor's notice. If Licensee has not removed its equipment within the mutually agreed upon time or within sixty (60) days, whichever is less, Licensor may remove, at Licensee's sole risk and expense, Licensee's equipment from the pole and Licensee will reimburse Licensor for the entire cost thereby actually incurred by Licensor; except that, if a third party attacher has facilities on such pole, Licensee's time to remove its equipment shall be tolled until Licensor has notified Licensee that the third party has removed its facilities.

- M. If Licensor needs to replace any joint use pole for its own purpose, Licensee will need to complete re-attachment of its equipment at Licensee's cost.
- N. On Joint Poles each party shall place, maintain, transfer, rearrange and remove its own attachments, place guys to sustain any unbalanced loads caused by its attachments, and perform any tree trimming or cutting incidental thereto. Each party shall perform such work promptly and, in such manner, as not to interfere with the service of the other party.
- O. Once an attachment has been authorized, billing for that attachment will commence 30 days from the date of authorization and will continue until a notification of termination has been received and verified by Licensor. If Licensee decides to not make an attachment after it has been authorized, Licensee shall notify Licensor to that effect. It shall not be the obligation of Licensor to verify that an attachment has been made once it has been authorized.
- P. Licensor may permit bonding of Licensee's facilities to their multi-grounded neutral (MGN) at those locations where it is beneficial and/or required, and specifically allowed by Licensor.
- Q. Once an attachment is authorized, Licensee may attach an identification tag to the pole to facilitate tracking, as long as the ID tag does not interfere with Licensor's use of the pole. ID tag design, size, content, and placement to be approved by Licensor prior to attachment.
- R. Billing for pole attachments shall continue until such time as the Licensee notifies the Licensor in writing that the pole attachment has been removed.
- S. If Licensor removes its equipment from a pole and intends to abandon pole completely, Licensee will be required to enter into a separate agreement to continue using pole, as abandoned poles will not be maintained by Licensor.
- T. Within 60 days of installation of any equipment or attachments, EL Automation will submit to the City record drawings of all installed fiber and associated appurtenances by a design professional, with a statement by the design professional indicating that all installed components meet NESC and City of Bonners Ferry Standards and requirements.

ARTICLE VI

UNAUTHORIZED ATTACHMENTS

- A. If Licensee attaches equipment to a pole without obtaining prior authorization from Licensor in accordance with this Agreement, Licensor may remove unauthorized attachments immediately, if the electrical system integrity or safety is jeopardized by the attachment or, may assess Licensee an 'Unauthorized Attachment Charge', in the amount of 5 times the annual rent, plus 5 years back rent. Said 'Unauthorized Attachment Charge' shall be payable to Licensor within thirty (30) days after receipt of the invoice for that charge. Past due Unauthorized Attachment Fees are subject to finance charges at the rate of 10% per annum. This charge is considered a liquidated damage and not a penalty since actual damages may be difficult to ascertain.
- B. If, in the judgment of Licensor, such attachment must be removed, but does not create an immediate safety or electrical system problem, Licensee shall remove said attachment within sixty (60) working days of written notification to do so, unless otherwise mutually agreed upon.
- C. No act or failure to act by Licensor with regard to the Unauthorized Attachment shall be deemed as a ratification of or permission for the Unauthorized Attachment. If any such permission should be subsequently issued, such permission shall not operate retroactively or constitute a waiver by Licensor of any of its rights and privileges under this Agreement; provided, however, that Licensee shall be subject to all liabilities, obligations and responsibilities of this Agreement from its inception in regard to the Unauthorized Attachment.

ARTICLE VII

INSERTING POLES IN EXISTING LINES

(A) In the event Licensor needs to insert a pole in a line where Licensee has attachments on either side of the new pole, Licensor shall notify Licensee of such intent in writing.

(B) Within thirty (30) days after the receipt of such notice, Licensee shall reply in writing, stating whether it does, or does not, desire space on said pole. If Licensee does desire such space, it shall make written application as outlined in Article V.

ARTICLE VIII

ANCHORS

- A. Anchors for new construction will not be intended for joint use unless approved by Licensor in writing. When both parties agree that joint use of anchors meets all size, strength and operational parameters, and written permission from Licensor has been granted, Licensor will place the anchors at time new poles are set; however, additional anchoring costs resulting from accommodating the needs of Licensee shall be paid by Licensee. Each party shall place its own attachments on the new poles and place guys to sustain any unbalanced loads caused by its attachments.
- B. When, in the opinion of both parties, existing anchors are adequate in size and strength to

support equipment of both parties, meet Licensor's operational requirements, and Licensor has granted Licensee written permission for joint use, Licensee may attach its guys there, and pay to Licensor one-half (½) the current installed cost of a like anchor. When the anchors do not meet these parameters, the party requiring additional anchors shall, at its own expense, install their own anchors.

ARTICLE IX

RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

- A. Licensor does not warrant or assure to Licensee, any right-of-way privileges or easements on, over, or across streets, alleys, and public thoroughfares, and private or publicly owned property, and if Licensee shall at any time be prevented from placing or maintaining its attachments on Licensor's poles because of lack of such rights, no liability on account thereof shall attach to Licensor. Each party shall be responsible for obtaining its own easements and rights-of-way.
- B. All licenses granted hereunder shall be conditioned upon continued compliance with all right-of-way and easement requirements. If at any time objection is made thereto and Licensee is unable to satisfactorily adjust the matter within a reasonable time, Licensor may, upon written notice to Licensee, require Licensee to remove its attachments from the effected poles, and Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense.

ARTICLE X

MAINTENANCE OF POLES AND ATTACHMENTS

- A. Licensor shall maintain its Joint Poles in a safe and serviceable condition and in accordance with the specifications referred to in Article III, and shall replace, reinforce or repair such of said poles as necessary for continued compliance with those specifications.
- B. Any clearing or re-clearing of existing right of way and any tree trimming necessary for the establishment of new joint use or ongoing maintenance of existing joint use shall be performed by the Licensor or a mutually acceptable contractor. Each party shall bear fifty percent (%50) of the cost of any such right of way clearing and trimming. If more than one communication provider is attached to the pole, the cost will be equally shared by all parties.

ARTICLE XI

DIVISION OF COSTS

- (A) The cost in place of new Joint Poles under this Agreement shall be borne by the parties as follows:
 - 1. For new pole lines:

- a) The Cost in place of a Joint Pole taller or stronger than the Normal Joint Pole, the extra height or strength of which is due wholly to Licensor's requirements (including requirements as to keeping Licensor's wires clear of trees) shall be borne by Licensor, however, the costs required to reattach Licensee's cable and equipment at will be borne by the Licensee.
 - b) A Joint Pole installed which is due wholly to Licensee's requirements shall be paid for by Licensee based on process described in Article V for make-ready work.
 - c) If a joint use pole needs to be replaced for the benefit of both the Licensor and the Licensee, the cost split between the two parties will be negotiated on a case-by-case basis.
2. For existing pole lines:
- a) Should Licensee, solely for its own benefit, need an Intersect Pole placed in Licensor's lead, cost and ownership of Intersect Pole shall be as follows:
 - (1) Licensee will make application to the Licensor, as it would for make-ready work as outlined in Article V. Licensor may reject request.
 - (2) If Licensor rejects the request, then Licensee can place their own Intersect Pole between Licensor's poles under Licensor's lead, provided that all applicable provisions of Federal, State, and local safety laws are maintained, and specific permission is granted to Licensee by Licensor. Licensee will be required to procure a Right of Way Encroachment and Excavation Permit from the City of Bonners Ferry Prior to completing work. Licensee shall pay all costs and assume ownership of the new pole, and send notice to the other party to attach, if applicable.

ARTICLE XII

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

Whenever either party desires to change the character of its circuits on Joint Poles to the extent that such change affects the facilities of the other party, the party contemplating the change shall give sixty (60) days written notice of such contemplated change. The parties shall then cooperate in determining the conditions under which joint use may be continued on a mutually satisfactory basis.

ARTICLE XIII

TERMINATION OF JOINT USE

(A) If Licensor desires at any time to abandon any Joint Pole, it shall give written notice thereof to Licensee. Once Licensor has removed all of its attachments thereon, Licensee shall remove its

attachment within thirty (30) days or assume ownership of the original pole for all purposes and shall indemnify and hold harmless the former owner of such pole from all obligations, liabilities, damages, costs, expenses, or charges incurred in connection with such pole thereafter. If facilities of another party licensed by Licensor interfere with Licensee's good faith effort to affect such removal work, Licensor shall postpone the requirement to remove Licensee's attachments until the other party's facilities have been removed. Licensee shall then have thirty days to remove its facilities once Licensor has sent notification.

(B) Licensee may at any time abandon the use of a Joint Pole by giving due notice thereof in writing to Licensor and by removing any and all attachments it may have thereon. Such notice shall constitute a termination of Licensee's existing permit for use of such pole. Reuse of any abandoned pole by Licensee will require reauthorization by Licensor in accordance with Article V, as if it were a new attachment.

ARTICLE XIII

HAZARDOUS/TOXIC WASTE

The parties acknowledge that during the period covered by this Agreement, an agency of the federal, state or local government may classify chemicals used as preservative or other treatment of the poles subject to this agreement as hazardous or toxic waste requiring special disposal procedures. The party which is the owner of a given pole at time of disposal shall bear the full cost of any special disposal procedures.

ARTICLE XV

DEFAULTS

(A) If either party shall default in any of its obligations under this Agreement and such default continues thirty (30) days after notice thereof in writing by the other party, the party not in default may suspend the rights of the party in default hereunder as far as concerns the further granting of joint use. If such default shall continue for a period of sixty (60) days after such suspension, the party not in default may terminate this Agreement. Such suspension or termination shall in no way relieve the defaulting party of its obligation, regarding payment and other matters, which were incurred during the period this contract was in force.

(B) If either party shall make default in the performance of any work which it is obligated to do under this Agreement at its sole expense, and such default continues thirty (30) days after notice thereof in writing by the other party, the other party may elect to do such work, and the party in default shall reimburse the other party for the actual cost thereof. Failure on the part of the defaulting party to make such payment within sixty (60) days after presentation of bills for said work, shall, at the election of the other party, constitute a default under Section (A) of this Article.

(C) The right of termination of further use shall be in addition to, and not in lieu of, any other rights and remedies otherwise available to the non-defaulting party

ARTICLE XVI

LIABILITY AND DAMAGES

Each party shall indemnify, protect, save harmless and insure the other from and against any and all claims and demands for damages to property, and for injury or death to persons, including payments made under any Workers' Compensation Law or under any plan for employees' disability and death benefits, and including all expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the erection, maintenance, presence, use, rearrangement or removal of the attachments to the poles or by the proximity of the cables, wires, apparatus and appliances to those of the other party or by any act of either party, its agents and employees on or in the vicinity of the poles; provided, however, either party shall not be liable for any injury, death, loss, damage, or destruction caused by the gross negligence or willful misconduct of the other party or its employees, agents, contractors or others acting on the other party's behalf.

ARTICLE XVII

INSURANCE

(A) **Worker's Compensation:** Licensee shall at all times during the term of this Agreement ensure that, with respect to any person performing work on its behalf, Licensee and its contractors and subcontractors maintain in effect coverage of insurance in accordance with the applicable laws relating to worker's compensation insurance. Licensee shall carry insurance in such form and by a carrier approved by the state industrial commission (and/or choose an acceptable rated company, such as a Best AA company), as to protect the parties from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result from or by reason of such loss, injury or damage.

(B) **Property Damage and Liability Insurance Policy Provisions:** Licensee shall, during the period of this Agreement, maintain public liability and property damage insurance with coverage limits of not less than \$5,000,000 combined single limit. Licensee shall furnish a certificate of insurance to Licensor showing coverage through an insurance carrier licensed in the state or states where Licensee has attachments on joint use poles, on which certificate of insurance shows that Licensor is an additional insured by the terms of said policy of insurance. Said certificate of insurance will provide 30 days notice of cancellation or material change in coverage.

(C) Licensee shall obtain and maintain business automobile insurance with a limit of no less than \$2,000,000 combined single limits of bodily injury and property damage, including owned, non-owned and hired car liability applicable to any licensed vehicle used in connection with Licensee's work on or use of Licensor's Structures. Licensor shall be named as an additional insured under such policy.

ARTICLE XVIII

ATTACHMENTS OF OTHER PARTIES

(A) Only Licensor may allow third parties to attach to and maintain facilities on the poles it owns. Licensor shall be responsible for the administration of all attachments supported by such pole and shall collect all rental payments for the use of such pole space. Licensor may allow third parties to attach to and maintain facilities within the space allocated to Licensee (including cross-arms) only with the written consent of Licensee. Licensee shall not prohibit third party attachments for reasons other than space, strength or clearance requirements. The third party shall reimburse Licensee one-half (½) of the original cost of the cross-arm.

(B) Rearrangements of the facilities owned by either party to this Agreement to accommodate the attachments of a third party shall be accomplished at the expense of the third party requesting an attachment.

ARTICLE XIX

ASSIGNMENT OF RIGHTS

Except as otherwise provided in this Agreement neither party hereto shall assign or otherwise transfer this Agreement or any of its rights or interest hereunder, or in any of the Joint Poles, or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party, provided, however, that nothing herein contained shall prevent or limit the right of either party to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such merger or consolidation, its rights and obligation hereunder shall pass to, and be acquired and assumed by the purchaser, foreclosure, or a company resulting from a merger or consolidation, as the case may be.

ARTICLE XX

PAYMENT OF TAXES

Each party shall pay promptly all taxes and assessments lawfully levied on its own property attached to Joint Poles, and the taxes and the assessments which are levied on Joint Poles shall be paid by Licensor, except that any tax, fee, or charge levied on Licensor's poles solely because of their use by Licensee shall be paid by Licensee; provided, however, that this does not include taxes, fees or charges related to revenue received for attachment rental.

ARTICLE XXI

WAIVER OF TERMS OR CONDITIONS

The failure of either party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XXII

BILLS AND PAYMENT FOR WORK

Upon completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within sixty (60) days after the completion of such work an itemized statement of the costs and such other party shall within sixty (60) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XXIII

ATTORNEY'S FEE

In the event either party is required to bring suit for the collection of amounts due or the enforcement of any right hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees, including attorney's fees at trial and on appeal.

ARTICLE XXIV

SERVICE OF NOTICES

(A) Whenever in this Agreement notice is provided to be given by either party to the other, such notice shall be in writing and given by personal delivery or by United States Mail, postage prepaid, addressed as follows:

To Licensor: City of Bonners Ferry
Attention: City Engineer
Address: 7232 Main St.
Bonners Ferry, ID 83805

To Licensee: EL Automation Inc
Attention: Eric Lederhos
64 Automation Lane
Bonners Ferry, ID 83805

Should a future electronic notification system be established which meets the requirements of both parties, this method of notification may be instituted for delivery of notices.

ARTICLE XXV

TERM OF AGREEMENT

(A) Subject to the provisions of Article XV, Defaults, this Agreement shall remain in full force and effect for one (1) year or until earlier terminated per the terms hereunder. This Agreement shall automatically renew for one (1) year terms unless either party gives written notice to the other party of its intent to terminate not less than thirty (30) days prior to the end of the term then expiring. Provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination. If the Licensee fails to complete construction on the poles of the Licensor within one hundred eighty (180) days of the execution of this agreement, then this agreement will be null and void, and no further force and effect. Upon termination of this Agreement, Licensee shall remove all of its attachments from the poles of the Licensor within one hundred eighty (180) days after the effective date of such termination. Should Licensee fail to comply, the Licensor may elect to do such work and the Licensee shall pay the Licensor the cost.

ARTICLE XXVI

EXISTING AGREEMENTS

(A) This Agreement supersedes all prior Agreements between the parties or their predecessors and any amendments and supplements thereto for the joint use of poles within the territory covered by this Agreement. All existing contacts made by or reserved on behalf of either party which are now covered by approved permits or by applications in progress for permits, shall continue in effect under the terms and conditions of this Agreement. Nothing herein contained shall relieve either party from obligations and liabilities that arose or were incurred under such agreements made prior to the date hereof.

(B) Nothing in the foregoing shall preclude the parties to the Agreement from preparing such supplemental operating routines or working practices as they may mutually agree in writing to be necessary or desirable to effectively administer the provisions of this Agreement.

(C) This Agreement shall be governed under the laws of the State of Idaho.

ARTICLE XXVII

DISPUTE RESOLUTION

If any dispute or claim arises out of the interpretation, performance, or breach of this Agreement, the parties agree that either of the parties may request a meeting for the purpose of resolution of any such dispute. This meeting shall be held as soon as possible to attempt in good faith to resolve the dispute. Representatives of both parties having the authority to resolve the dispute will attend this meeting.

ARTICLE XXVIII

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective representatives thereunto duly authorized, as of the day and year above written.

City of Bonners Ferry

(Seal)

By: _____
Print Name: David Sims
Title: Mayor
Date: _____

Attest

EL Automation Inc

(Seal)

By: _____
Print Name: Eric Lederhos
Title: Owner
Date: _____

Attest

EXHIBIT A

NOTICE OF INTENT TO MODIFY CITY OF BONNERS FERRY POLE LINE

Date: _____

Work Order #: _____

TO:
EL Automation Inc.
Attention:
64 Automation Lane
Bonners Ferry, ID 83805

FROM:
City of Bonners Ferry
Joint Facilities
7232 Main St.
Bonner Ferry, ID

City of Bonners Ferry intends to modify an existing overhead power line by means of:

- Replacing pole(s) that currently have joint use contacts
- Retiring or abandoning pole(s) that currently have joint use contacts
- Inserting pole(s) in existing power line that have joint use contacts on adjacent structures
- Relocating pole(s) that currently have joint use contacts

Street Address (if known):

**City of Bonners Ferry Pole numbers
as listed below: (or as indicated on
attached drawing)**

Sec-TWP-Range: _____
County: _____
State: _____
Latitude: _____
Longitude: _____

Representative for City of Bonners Ferry

Notes:

- Once City of Bonners Ferry has removed all of its facilities from a pole, ownership of the pole shall be transferred to EL Automation Inc and EL Automation Inc shall be responsible for maintenance and removal of the old pole.
- Prior to attaching to an insert pole, EL Automation Inc must submit an application for attachment in accordance with Article V of Agreement.

If this notification applies to relocated poles, what is EL Automation Inc intent? Please respond within 10 days.

Date

Representative for EL Automation Inc.

EXHIBIT B

Joint Use Design Check List

Cover Page:

- Vicinity map
- Job title, Company name and engineering company name
- Written scope of work
- Date of submittal plus dates of all revisions
- Field engineers name and contact information
- Draftsman/engineer name and contact information
- City of Bonners Ferry pole attachment tally
 - Distribution poles
 - New risers to be placed on City of Bonner Ferry poles
- Key detail showing symbols and descriptions
- General notes

Print Details:

- Note pole number, size and class, year. If stamp cannot be read measure Ground Line circumference (GLC) and note on print
- Show span lengths.
- Height of lowest power facility: Neutral or bottom of 3 rack or radio or antenna (radio requires 40in separation)
Could be Top of power riser in this case also provide bottom of 3 rack
Also height of power drip loop at its lowest point.
Also note side of neutral attachment. RS or FS (road side or field side)
- Height of bottom of Street Light mast arm (this is in addition to neutral or 3 rack) include street light drip loop.
- Height of all existing communications attachments
Verify that proper 40 inch separation exists to power and each are 1ft below the other.
- Note side of attachment for all attachments. RS for road side, FS for field side.

EXHIBIT B
ROUTE APPLICATION

--

This Route Application ("RA") is made to the Joint Use Master License Agreement between City of Bonners Ferry and _____ (Licensee), dated _____. Terms used in the RA have the same meaning as such terms in the agreement unless otherwise indicated.

INSTRUCTIONS: Complete all details below and provide the RA, a one-sheet vicinity map of the route and pole-by-pole design details to City of Bonners Ferry Joint Use. Priority to construct will be established by the date the completed application is received and approved. Rent will start on the date of the completed approved application. Identify each cable and messenger by diameter and weight. Provide overall bundle sizes for overlashed facilities.

Application for Use
 Termination of Use
 Other _____

ROUTE	Starting Address	
	Route Description	
	Ending Address	

CABLE (see instructions)	Application: check all that apply	<input type="checkbox"/> Video	<input type="checkbox"/> Audio	<input type="checkbox"/> Data
		messenger	cable #1	cable #2 (overlashed)
	Messenger/Cable type			
	Installed Tension at 0 C			
	Weight (lbs per 1000 feet)			
	Diameter (inches)			

	NEW CONTACTS	OVERLASHED CONTACTS
PROPOSED feet of duct	_____	_____
ATTACHMENTS no. of City of Bonners Ferry distribution poles	_____	_____
no. of City of Bonners Ferry transmission poles	_____	_____
no. of conduit risers on City of Bonners Ferry poles	_____	N/A
no of attachments to City of Bonners Ferry anchors	_____	N/A

SCHEDULE Construction Start Date	_____
---	-------

FOR CITY OF BONNERS FERRY USE ONLY	
Received _____	Approved as complete Permit from _____ to _____
Notified of Omissions _____	Other (see attachment) _____

Submission of this Route Application constitutes Licensee's acceptance of City of Bonners Ferry standard permit conditions. Licensee understands that failure to meet a condition of approval means a failure to install in accordance with the permit and may render the permit denied. City of Bonners Ferry does not warrant the extent of its rights-of-way and easements. Before installing any Attachment to City of Bonners Ferry poles or placing any anchors, Licensee shall secure any required permission or consent from federal, state, county or municipal authorities, or from owners of the property upon which poles may be located, to install and maintain Licensee's Attachments thereon. Licensee shall not infer any such permission or consent from City of Bonners Ferry from any permit. Licensee shall indemnify and hold harmless City of Bonners Ferry and its representatives, agents, officers, and employees from and against any and all loss, damage or liability resulting from any failure to procure the necessary consent or permission addressed above.

For _____	For City of Bonners Ferry
By: _____	By: _____
Print Name & Job Title: _____	Print Name & Job Title: _____
Phone: _____	Phone: _____
Date: _____	Date: _____

Non-Refundable Application Processing Fee: Accounting: \$ _____	Check # _____	<input type="checkbox"/> Invoiced
---	---------------	-----------------------------------

Exhibit B Continued
Application Fees

Poles	Base Fee	Additional fees
1-10	\$250.00	Plus actual costs of services *
11-50	\$500.00	Plus actual costs of services *
51+	\$1,000.00	Plus actual costs of services *

*Actual Costs include staff time and will be applied after base fee is exhausted. Typical costs incurred:

- Engineering \$68/Hr
- Electrical Superintendent \$70/Hr
- Admin/Clerical \$20/Hr



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 2, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: Streets - 2nd Street Storm Drain Repair

The street department and KG&T Septic have recently investigated a storm drain problem on 2nd Street. When rainfall is significant, stormwater does not flow adequately from 2nd Street between General Feed and Bonner Street. City staff and KG&T have determined that a section of 8" storm drain in front of the Eagles building has collapsed and is blocked by roots.

Stormwater eventually filters through the roots at the blockage point, but causes flooding for several hours prior water evacuation. The recent investigation also revealed that the storm drain is also disjointed just before water enters a storm manhole at Bonner Street. Staff received a verbal quote from KG&T to fix the collapsed section of main the disjointed pipe, for \$5,000, and will try to obtain a written quote for this work prior to the Council meeting.

I recommend that the Council authorize staff to move forward with KG&T to complete this work at the verbally quoted price of \$5,000.

Please let me know if you have any questions.

Thank you,

Mike



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 2, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Water - Dakota Well House Construction**

The plans for the Dakota Street well house are nearly complete and I have put together an estimate for its construction. I have attached the estimate for construction that shows the estimated total with, and without City labor included. While the City does not have IDEQ approval to build the well house yet, I anticipate that we will have that approval in early September.

I am requesting approval for this project so that we can begin procuring the equipment and materials needed for this project. I request that the Council authorize staff to construct the Dakota Street well house at an estimated expense of \$310,000, including City labor.

Please let me know if you have any questions.

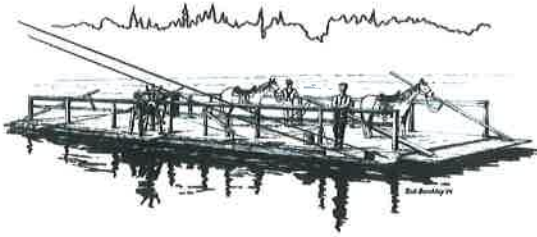
Thank you,

Mike

Dakota Street Well House

Construction Cost Estimate (8-2-2019)

<u>Item</u>	<u>Estimated Cost</u>
Electrical Service	\$ 21,000
Electrical and Controls	\$ 30,000
Generator	\$ 26,000
Pump and Pitless Adapter	\$ 45,000
Piping	\$ 30,000
Building	\$ 85,000
Fencing and Gates	\$ 10,000
Site Gravel and Fabric	\$ 8,000
Estimated Total	\$ 255,000
City Labor Estimate	\$ 55,000
Grand Total	\$ 310,000



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 2, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Water - Hydraulic Modeling Software**

In the past, a consultant has assembled and operated a hydraulic model of the City's water system. A water model is primarily used to analyze the following within a water system:

- Available pressures and water flows.
- Fire flow availability.
- Hydraulic constraints, such as pipe size restrictions.
- The effects of residential, commercial, and industrial growth.

The advantage of owning this software is that staff could model the City water system when the analyses above are required. InfoWater by InnoVyz is a version of water modeling software that operates on top of ArcGIS mapping. When a model is assembled, both ArcView and InfoWater are used simultaneously.

I am planning to complete an addendum to the City's water system master plan (WSMP) over the next winter. Part of the WSMP update will include modeling the system to look at current hydraulic constraints. The InfoWater software has a one-time cost of \$1,575, and a recurring maintenance fee of \$845 per year. I request that the Council approve the purchase of the water modeling software for a total of \$2,420.

Please let me know if you have any questions.

Thank you,

Mike



6720 SW Macadam Ave., Suite 150
 Portland, OR 97219
 P: 1 888 554 5022
 sales-americas@innovyze.com

Quotation #190765878

Date of Quote: 26 July 2019

Your Account Team: Collin Harris
 Greg Brazeau

SHIP TO

City of Bonners Ferry
 Mike Klaus
 7232 Main St
 Bonners Ferry, ID 83805
 P: 208-267-5581
 mklaus@bonnersferry.gov

BILL TO

City of Bonners Ferry
 Mike Klaus
 7232 Main St
 Bonners Ferry, ID 83805
 P: 208-267-5581
 mklaus@bonnersferry.gov

Innovyze License Agreement stipulates that licenses are not transferrable and must be used at the location for which they are purchased.

Qty	Product	Unit Price	Total Amount
1	InfoWater (250 Links)	\$1,575.00	\$1,575.00
1	InfoWater (250 Links) - InfoCare	\$845.00	\$845.00
		Tax	\$0.00
		FREIGHT/HANDLING	
		TOTAL (U.S. Dollars)	\$2,420.00

Quotation #190765878 is valid through: 25 August 2019

METHOD OF PAYMENT (Choose One)

Signed Authorization (see below)

Purchase Order No: _____ (Terms = 30 days)

Check No: _____ Date Mailed: _____
Make checks payable to Innovyze, Inc.

FEDERAL TAX ID: 59-3169325

I Agree to the Terms of this Quote _____

(Please print Name of authorized Manager) (Title)

_____ (Date)

(Signature of authorized Manager)



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: August 2, 2019
To: City Council
From: Mike Klaus, City Engineer
Subject: **Sewer - Authorization to Solicit Quotes for Lift Station #1 Replacement**

The City's wastewater master plan identified several sewer lift station needs, one them being the replacement of Lift Station #1 (LS#1). City staff included the replacement of LS#1 in the approved 2019 capital budget, and would like to replace this station before winter. The estimated cost in the capital budget was listed as \$225,000.

I believe that the equipment cost for this project will be under \$200,000, which allows the City to procure 3 quotes for the equipment. I am requesting that the Council allow staff to solicit quotes to bring to Council for approval at a future Council meeting.

Please let me know if you have any questions.

Thank you,

Mike

No. 2019-20

City of Bonners Ferry

2019

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT BABA LLC doing business as Sam's Stop & Shop #14 licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapter 23-903 and 23-916 Idaho Code Annotated, the laws of the State of Idaho, and Municipal Ordinances on file in the Office of the City Clerk, in regard to the sale of alcoholic liquor within the corporate limits of the City of Bonners Ferry, Idaho.

APPROVED:

Mayor

ATTEST:

Clerk

Date

On Premises	
LIQUOR	00.00
BEER: Container Only	00.00
Draft/Container	00.00
WINE	00.00
Off Premises	
BEER: Container	25.00
Keg, Jug and container	000.00
WINE	100.00
Transfer Fee-Liquor, Beer, Wine	00.00
TOTAL FEE \$	<u>\$125.00</u>

THIS LICENSE EXPIRES DECEMBER 31, 2019

This License Must Be Conspicuously Displayed