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
July 1, 2014
6:00 p.m. Budget Workshop
7:00 p.m. Regular Meeting

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 June 17, 2014 Council Meeting Minutes and June 25, 2014 Special Council Meeting Minutes

OLD BUSINESS
5. Water/Sewer/Street – Discuss Water, Sewer, and Street Departments (attachment)
6. City – Discuss Wages

NEW BUSINESS
7. Golf – Authorize Mayor to Sign Log Purchase Agreement with Fodge Pulp, Inc. for Pulp Wood Sale (attachment)
8. City – Approve Special Event Permit for Jordon Productions, Inc. Three Ring Circus on July 6, 2014 at the Fairgrounds (attachment)
9. City – Approve Special Event Permit for Bonners Ferry Chamber of Commerce for Kootenai River Days on July 25-27, 2014 (attachment)
10. Electric – Authorize Mayor to Sign Letter Agreement and Bill of Sale from Bonneville Power Administration for the Moyie Substation Purchase (attachment)
11. Water – Authorize Mayor to Sign Agreement with John Griffin for Back-up Operator (attachment)
12. Police – Discuss Take Home Vehicles (attachment)
13. Fire – Discuss Communications Grant Match
14. City – Discuss Information Systems Use Policy (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**

15. Electric – ICUA Annual Meeting in Boise from July 22 to July 24, 2014
17. Parks – Claim for Damage and Liability Claim (attachment)
18. Electric – Data for Department of Energy Report for Fiscal Year 2013 (attachment)
Date: 25 June 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Water/Sewer/Street Departments.

This memo is to recommend the Council consider; merging the subject departments into a “Public Works Department”, have John Youngwirth be the acting public works superintendent, advertise internally for a public works superintendent, and advertise for an entry level maintenance laborer for the public works department.

SJB
POLICY III.H

A. GENERAL

It is the goal of the City of Bonners Ferry to hire and/or promote individuals whose skills, abilities, and attitudes best enhance the City’s ability to provide the best possible level of cost effective service to its citizens. This policy is not applicable to Mayoral appointments and volunteers.

B. ADVERTISING

1. All open positions will be advertised at the State of Idaho Job Service.

2. Job postings are to reference the City’s equal employment opportunity and non-discrimination policies.

3. Positions may also be advertised in the local newspaper, industry trade journals and websites when appropriate to increase the pool of qualified applicants.

4. The time the position is open for submission of applications is based on the time expected to obtain a list of qualified applicants. If after the position is closed and there is a desire to obtain additional applicants the position will be readvertised.

5. Candidates will be required to turn in the standard application form and a copy of their valid driver’s license to the job service and may be required to include resumes, letters of references, and/or certifications.

6. Exception: For positions to be filled with in-house candidates the opening will be noticed to all potentially qualified employees. The notice will include the position and closing dates. Also refer to the personnel policy 3A.IV.E.

C. INTERVIEWING

1. A list of individuals for interview will be made from review of the applications. This review will include contacting references and where possible additional people who know the applicant.

2. When possible the City will interview a slate of two to four applicants.

3. The interview team will consist of the same three or four individuals for all candidates with at least one interview team member being a City employee from outside the department with the open position.

D. PRE-EMPLOYMENT CHECKS
    (APPLICABLE TO HIRES WHO ARE NOT CURRENT EMPLOYEES)

1. Further contact of references and existing and prior employers will be made if the person is not well known.

2. All potential employees will have a pre-employment physical and drug test.

3. The City will conduct a criminal background check on applicants.

E. RECOMMENDATION AND CONFIRMATION

Page 1 of 2

Approved by City Council Jul 2009
Revised 6 May 2014
3H hiring policy (6May2014) 8 May 2014
1. From the interviewed candidates the supervisor will recommend to the Mayor and Council the person to be hired.

F. PROBATIONARY EMPLOYEES

It is the policy of the City of Bonners Ferry that any employee who applies for a promotion of any kind within the department in which they are currently employed, must be in good standing and not on probationary status. Probationary status may be the result of the employee being a newly hired employee, for disciplinary actions, or any other documented reason.
E. PREFERENCE FOR HIRING FROM WITHIN

Qualified individuals who are already employees of Bonners Ferry may be given preference over outside applicants to fill vacancies in the work force. Employees may be selected for transfer to positions without following the selection procedures normally required for hiring of new employees.

F. PERSONNEL POLICY SUBJECT TO CHANGE WITHOUT PRIOR NOTICE

The rules contained in this Personnel Policy are subject to change, without prior notice, at any time in the sole discretion of the City Council.

V. EMPLOYMENT START-UP

A. EMPLOYMENT FORMS TO BE COMPLETED

The following forms must be completed before the employee may begin work for Bonners Ferry:

1. Employment application form
2. Withholding allowance form W-4
3. Employment eligibility verification form I-9
4. Drug testing forms
5. Insurance forms
6. Insurance information about dependents (if coverage is available)
7. Any other benefit forms necessary for employee information

B. PAYROLL REPORTING SYSTEMS

Reports of hours worked and leave time must be completed in a timely manner in accord with procedures established by the city clerk’s office. Each report of employee time should be signed by both the supervisor and by the employee and should contain a certification that it is a true and correct record of the employee's time and benefit usage for the time period covered. Any employee with concerns about his/her compensation, rate of pay, payroll status, deductions, etc. shall communicate such concerns to the city clerk’s office as soon as any such concern becomes evident. If the response from the city clerk’s office is unsatisfactory, the employee should address the issue to his/her immediate supervisor in order to resolve stated concerns. A written record of such issues should be maintained in the employee’s personnel file.

C. DISTRIBUTION OF POLICY
Date: 26 June 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Fodge Pulp Contract.

This memo is to recommend that the City enter into the attached contract for the sale of pulp wood to Fodge Pulp.
Between Fodge Pulp, Inc. ("BUYER") - and - Seller:

Seller: City of Bonners Ferry

P. O. Box 149
Bonners Ferry, ID 83805

PHONE #: 208-267-3105

FEDERAL TAX I.D. #: 82-6000166

Date: 7-1-14

Buyer agrees to purchase from Seller and Seller agrees to sell to Buyer, upon the following terms and General Terms and Conditions of Purchase set forth herein.

Description and quality: ____________________________

Quantity: ____________________________

Term: One month. Needs to be renewed each month.

Delivery terms and shipment schedule: Logs will be delivered to the Fodge Pulp plant 7 a.m. to 3 p.m. Monday through Friday. No Bull or Ponderosa Pine.

Price: LP Pine Ponderosa Pine Hemlock
       Spruce Red Fir White Fir
       Alpine Fir Larch

Loads must be sorted by price. Mixed loads will be paid lowest price.

Payment Terms: Log delivered 1-15 paid 20th, Log delivered 16-31 paid 5th.
Fodge will not be responsible for damage to trucks which results from off-loading double-ended logs or short logs on long loads. Fodge's will not be responsible for damage to pick-ups, small trucks or small trailers which are not properly equipped to allow for enough room for forks of loads.

Special Stipulations: ____________________________

is an independent contract. All delivered lots will be free of liens and/or encumbrances.

Fodge Pulp Inc. will deduct .70/ton and send the State of Idaho #
Fodge Pulp Inc. will deduct .97/ton and send the State of Montana #

LENGTHS: Minimum all species 12 feet
DIAMETERS: (Inside Bark) Minimum top with 100% chippable wood 3 inches
           Minimum top w/defect (see ex. below) 8 inches
           Maximum large end 25 inches
           Logs over 25 inches are considered cull.
           Maximum length 40 feet

Allowable hole or heart rot is half the diameter of log.

The following are not acceptable chip logs: Any char or burned logs, severe crook, split logs, catfaces, pie cuts, forked tops, cedar logs, any log less than ½ the diameter sound chippable wood. All logs to be trimmed and limbs removed. Deductions will be made on a % of the load for any unacceptable wood. No birch, no cedar.

THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, OR ATTACHED HERETO, ARE AGREED TO AND FORM A PART OF THIS CONTRACT.

SELLER: City of Bonners Ferry

By: ____________________________
Title: Mayor
Date: 7-1-14

BUYER:

By: ____________________________
Title: ____________________________
Date: ____________________________
CITY OF BONNERS FERRY, IDAHO
APPLICATION FOR CITY SPECIAL EVENT PERMIT
(REQUIRED UNDER ORDNANCE NO. 468)

Date of Application: 4-7-14
License Issued to: Jordan Productions, Kelly Jordan
Business Name: Jordan Productions Inc.
Mailing Address: 2040 S. Pearl St. Las Vegas, NV 89121
Physical Address: 1650 Port Final, Bonners Ferry
Phone Number: 702.450.2642
Type of Event: Circus
Dates of Event: July 5, 2014
Location of Event: Boundary Co. fair, 920 undead
Time of Event: 5:30

By application, we agree to hold the City harmless from any and all acts of malfeasance and nonfeasance of the licensee, its agents, employees and guests; and
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.
$35.00 Event Fee plus $100.00 Cleanup Fee

Applicant Signature: [Signature]
Office/Title: Manager of Operations

Office Use: 6/18/14
Fee Paid: $100 Date: 6-18-14 Receipt No: 11607-12
Approved By: [Signature]
Date: [Signature]

Page 1 of 2
CITY OF BONNERS FERRY, IDAHO
APPLICATION FOR CITY SPECIAL EVENT PERMIT
(REQUIRED UNDER ORDINANCE NO. 458)

Date of Application: 6-27-2014

License Issued to: 

Business Name: Bonners Ferry Chamber of Commerce

Mailing Address: PO Box X

Physical Address: 

Phone Number: 208-267-5922

Type of Event: Kootenai River Days

Dates of Event: July 25th - 27th, 2014

Location of Event: Boundary County Fairgrounds - City of BF

Time of Event: 

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.

Authorized Signature for Applicant: Patti Bronson

Printed Name: Patti Bronson

Office/Title: Chamber of Commerce Chairperson

Office Use:

Fee Paid: $135.00 Date: 6-27-14 Receipt No. 

Approved By: Date: 
# Certificate of Liability Insurance

**Date**: 6/25/2014

**Producer**: Pace-Kerby & Co., Inc.

**Address**: P. O. Box 809

**City**: Bonners Ferry

**State**: ID

**ZIP**: 83805

**Contact**

**Name**: Darrell Kerby
**Phone**: (208) 267-3123
**Fax**: (208) 267-6980
**Email**: dkerby@pace-kerby.com
**Address**: dkerby@pace-kerby.com

**Insurers**: Scottsdale Insurance Company

**Naic #:**

**Insured**: Bonners Ferry Chamber of Commerce, Inc.
& Boundary Search & Dive Rescue Team, Inc.

**Address**: P.O. Box X

**City**: Bonners Ferry

**State**: ID

**ZIP**: 83805

### Coverages

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<thead>
<tr>
<th>Class</th>
<th>Type of Insurance</th>
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<td></td>
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**Renewal Date**: 01/25/14

**Policy Number**: CP82034472

**Policy Term**: 01/25/14 - 01/27/14

### Automobile Liability

- Combined Single Limit
- Bodily Injury (Per Person)
- Bodily Injury (Per Accident)
- Property Damage (Per Accident)

### Worker's Compensation and Employers Liability

- [Y] N/A

### Description of Operations / Locations / Vehicles

- Bike/Run Special Event
- Street Dance Special Event

### Certificate Holder

**Email**: klarson@bonnersferry.id.go

**City**: Bonners Ferry

**Attn**: Kris

**Address**: P.O. Box 149

**City**: Bonners Ferry

**State**: ID

**ZIP**: 83805

### Cancellation

**Should Any of the Above Described Policies Be Cancelled Before the Expiration Date Thereof, Notice Will Be Delivered in Accordance With the Policy Provisions.**

**Authorized Representative**: Darrell Kerby/DR

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The ACORD name and logo are registered marks of ACORD.
Date: 26 June 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Moyie Substation Purchase.

Attached is the sale agreement for the purchase of the Moyie Substation that we have previously discussed. The sale price of the substation is $110,000. In 2013 we paid approximately $42,614 in delivery charges for the use of this substation.

STB
June 24, 2014
In reply refer to: TERR-3
Facility: Moyie Substation [MOYE-SS-1]

David Anderson, Mayor
City of Bonners Ferry
P.O. Box 149 [7232 Main Street]
Bonners Ferry, ID 83805

Honorable Mayor Anderson,

By this Letter Agreement ("Agreement"), the United States of America, Department of Energy, Bonneville Power Administration ("Seller" or "BPA"), agrees to sell, using a Bill of Sale, certain facilities, equipment and fixtures (together referred to as "the Equipment") to the City of Bonners Ferry ("Purchaser" or "City"). BPA and City are separately and jointly referred to in this Agreement as "Party" and "Parties," respectively.

The Equipment is located in the City’s Moyie Substation, situated in the W1/2SW1/4, Section 15, Township 62 North, Range 2 East, Boise Meridian, Bonner County, Idaho. The Equipment included in this sale shall be listed on Exhibit A1 of the Bill of Sale.

Certain facilities equipment and fixtures associated with Moyie Substation will be retained by BPA ("BPA Equipment") and are excluded from this sale. BPA Equipment shall be listed on Exhibit A2 of the Bill of Sale.

Tract No.: MOYE-SS-1 – Case File No. 20070043
Facility: Moyie Substation
Page 1 of 4
For and in consideration of the promises and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following terms and conditions:

1. **PURCHASE PRICE**
The total purchase price for the Equipment ("Purchase Price") shall be ONE HUNDRED AND TEN THOUSAND DOLLARS ($110,000).

2. **PAYMENT TERMS**
The purchase price shall be paid electronically. Written instructions will be provided by BPA.

3. **EFFECTIVE DATE:**
This Agreement shall be effective upon signature of both Parties.

4. **RESPONSIBILITIES OF THE PARTIES**
   
   A. BPA shall sell the Equipment to City by Bill of Sale, included with this Agreement for your approval and signature. The Parties agree to execute all documents necessary to implement the provisions of this Agreement.
   
   B. City agrees to accept the responsibility for future replacements, operation and maintenance expenses related to the Equipment.

4. **RISK OF LOSS; RELIABILITY STANDARDS**
The cost of loss or damage to the Equipment shall be upon Seller until the Effective Date.

The cost of loss or damage to the Equipment shall be upon Purchaser as of the Effective Date.

The Parties agree that the benefits and burdens of ownership, including adherence to all applicable Western Electricity Coordinating Council ("WECC") and North American Electric Reliability Corporation ("NERC") reliability standards and policies, shall pass from Seller to Purchaser from and after the Effective Date of this Agreement.
5. **SOLD “AS IS”**
Purchaser agrees that the Equipment sold by Seller is sold on an “AS IS” basis. The Parties acknowledge that Purchaser has had adequate opportunity to inspect the Equipment prior to the time of this Agreement.

6. **ENVIRONMENTAL CONDITION**
As of the Effective Date, Purchaser shall assume responsibility for any past, present, or future environmental contamination resulting from hazardous substances, toxic materials or petroleum products in, on, or at the site. The Purchaser hereby releases Seller from any claims Purchaser may have relating to the environmental condition of the Equipment.

7. **MODIFICATION**
Any modification of this Agreement must be in writing and signed by the Parties. The Parties shall not be bound by any oral representations or statements.

8. **SUBSTATION MATTERS**
See the attached Exhibit A, incorporated herein by this reference, for additional terms and conditions specific to the sale of the Equipment.

9. **SUCCESSORS OR ASSIGNS**
The terms and conditions of this Agreement are binding on all successors or assigns of the Parties.

10. **SIGNATURES**
The signatories represent that they are authorized to enter into this Agreement on behalf of the Party for whom they sign.

Enclosed for signature are two originals of this Agreement and two originals of the Bill of Sale. Please sign the Agreement and return a fully executed original to BPA. If the Bill of Sale meets with City approval, please sign both original Bill of Sale documents and return both originals to BPA. Upon verification of receipt of the purchase price, BPA will sign the Bill of Sale and return a fully executed original to City.

**First Class Mail**
Bonneville Power Administration
Realty Specialist – TERR-3
Facilities, Sales & Acquisitions
P.O. Box 3621
Portland, OR 97208-3621

**Overnight Delivery Service**
Bonneville Power Administration
Realty Specialist – TERR-3
Facilities, Sales & Acquisitions
905 NE 11th Avenue
Portland, OR 97232

Tract No.: MOYE-SS-1 – Case File No. 20070043
Facility: Moyie Substation
Page 3 of 4
If you have any questions, please call BPA's Transmission Account Executive for the City of Bonners Ferry, Ken Johnston, at 360-619-6009.

Sincerely,

Joseph E. Cottrell II
Manager, Real Property Field Services
Bonneville Power Administration

ACCEPTED:

City of Bonners Ferry

By: ________________

Name: David Anderson
(Print/Type)

Title: Mayor

Date: ________________

Cc: Annie Terracciano, General Manager
Northern Lights, Inc.
P.O. Box 269 [421 Chevy Street]
Sagle, ID 83860-0269

Tract No.: MOYE-SS-1 – Case File No. 20070043
Facility: Moyie Substation
Page 4 of 4
EXHIBIT A

SUBSTATION MATTERS

All capitalized terms used but not otherwise defined in the Agreement shall have the meaning given to such terms within the electric utility industry.

A. As soon as practical after BPA executes the Bill of Sale, BPA shall deliver to City all drawings, operations and maintenance manuals, and warranties in BPA’s possession which pertain to the Property.

B. Beginning with the first billing month after payment of the Purchase Price is received by BPA, BPA shall cease assessing City the Delivery Charge for power delivered to City at Moyie Substation.

C. City shall be responsible for providing AC and DC power sources to the substation control house for BPA Equipment, including but not limited to, meters and meter panels, and their replacement units.

D. City agrees that the Moyie Substation shall not be renamed, and that the substation equipment identification numbers shall remain the same.

E. City shall be responsible for transmission losses through the delivery segment power transformer, as set forth in separate correspondence. BPA will calculate transmission losses between the Point of Delivery and the Point of Metering, including estimation for the electric station service, if necessary. A copy of the initial calculations will be furnished prior to suspension of Delivery Charges. The effective date for implementing the calculations is the same date as for the suspension of the Delivery Charges, as set forth in Section B of this Exhibit A.

F. City shall be responsible for providing commercial telephone service for BPA’s use for revenue metering at the substation, including a line sharing switch, if needed. BPA will coordinate with the City regarding any change in plan of service for metering access and the City will accommodate any mutually agreed upon plan of service.
<table>
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<th>Quantity</th>
<th>BPA Equipment Numbers</th>
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### EXHIBIT A2
MOYIE SUBSTATION
EQUIPMENT TO BE RETAINED

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BILL OF SALE

The UNITED STATES OF AMERICA, Department of Energy, Bonneville Power Administration ("Seller" or "BPA"), for and in consideration of ONE HUNDRED AND TEN THOUSAND DOLLARS ($110,000), does hereby sell to the CITY OF BONNERS FERRY ("Purchaser" or "City"), the facilities, equipment and fixtures described in the attached Exhibit A1, incorporated herein by reference, located in the City's Moyie Substation situated in the W1/2SW1/4, Section 15. Township 62 North, Range 2 East, Boise Meridian, Bonner County, Idaho.

BPA and City have entered into a Letter Agreement dated _____________, 2014 ("Agreement"). All terms and conditions of the Agreement are incorporated herein by this reference.

The facilities, equipment and fixtures described in Exhibit A1 were assigned for disposal pursuant to authority contained in the Act of August 20, 1937, (16 U.S.C. §832a), as amended, and applicable orders and regulations promulgated thereunder.

IN WITNESS WHEREOF, BPA has caused this instrument to be executed as of _____________, 2014.

UNITED STATES OF AMERICA
Department of Energy
Bonneville Power Administration

By __________________________
Joseph E. Cottrell II
Manager, Real Property Field Services

Accepted:
CITY OF BONNERS FERRY

By __________________________
Date____________________, 2014
David Anderson
Mayor
Date: 26 June 2014
To: City Council
From: Stephen Boorman, City Administrator
Subject: Backup Water Plant Operator of Record.

The City is required by DEQ to have a Class 3 water plant operator and a Class 3 back-up water plant operator. Our main operator is Doug Ladely and with the resignation of Mr. Griffin we do not have a back operator. Mr. Griffin has proposed to continue to work on an as needed basis to serve as our back-up class three operator to meet our regulatory requirements.

Therefore we would recommend that the City enter into the proposed attached agreement.

STB
City of Bonners Ferry  
Water System  
Back-up Operator Agreement

Mayor David Anderson  
City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, Idaho 83805

RE: Back-up Operations Support for Mr. Doug Ladely & W/S Department

It is with great privilege that I provide the subject agreement for your consideration. Hence, I have developed a fairly good fundamental understanding of both water & wastewater systems during my time spent here at the City of Bonners Ferry.

As such, I recommend the following for your consideration & approval:

- Periodically, spend time with Mr. Ladely to stay abreast & up to date on current system issues,
- And provide back-up relief for Mr. Ladley for planned and/or unplanned absences.

The compensation for this support that I feel is both equitable & fair to both parties is as such:

1. When necessary, all time spent with Mr. Ladely assisting him, staying fresh on system issues, etc. shall be compensated at $22.50 per hour.
2. When necessary, all time spent relieving him during his absences shall be compensated at $27.50 per hour.
3. When necessary, stand by pay for after hours when relieving him during his absences shall be compensated at $41.25 per day.

Lastly, this agreement shall be on a month to month basis. Should there be any questions and/or comments regarding this matter, I would be more than happy to meet with you and/or the City Council for further discussion. If this meets your approval, please provide a signature below, make a copy of the agreement for your records and we can establish a mutually agreeable date for me to begin support.

Sincerely,

John F. Griffin  
Back-up/Support Operator  
P.O. Box 35  
Bonners Ferry, Idaho 83805

David Anderson  
Mayor, City of Bonners Ferry
CITY OF BONNERS FERRY
VEHICLE USE POLICY

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

Approved by City Council
6 December 2011
Revised:
1) PURPOSE

A. This Policy outlines the use of vehicles for work used on behalf of City of Bonners Ferry.

B. Operators of City of Bonners Ferry-owned or leased motor vehicles shall always drive safely, legally and courteously, remembering that they are directly responsible for maintaining both City of Bonners Ferry-owned property and public trust.

C. Employees are expected to operate vehicles safely. It is the policy of City of Bonners Ferry to provide a safe working environment that protects our employees and our citizens from injury and property loss. The City of Bonners Ferry considers the use of vehicles part of the working environment. The City of Bonners Ferry is committed to safe responsible employee driving behavior that reduces the risk of personal injury and property loss.

D. This policy applies to all employees and agency volunteers* who operate vehicles on agency business. These drivers will be referred to as “employee drivers” and will be reviewed by managers and supervisors to ensure full implementation and compliance.

*Volunteers are those that volunteer on a regular basis, not one-time volunteers.

2) USE

A. Vehicles owned or leased by City of Bonners Ferry are to be used for the functions of City of Bonners Ferry. Personal use or any other type of use must be authorized by the governing board.

B. Each Department Head is entrusted with the care and keeping of the vehicles assigned to that department and may assign that responsibility to an employee.

C. Some employees may be assigned a vehicle that is driven home; such personal use, if allowed, may be a taxable benefit.

Agency Owned Vehicles

Vehicles:

Employees must be authorized by their supervisor to operate an agency vehicle.

Vehicles over 26,000 gross vehicle weight, Buses, and Vans over 15 passengers require a commercial driver's license (CDL).

Personal Vehicles on Agency Business

Employees who drive their personal vehicles on agency business are subject to the requirements of this policy including:

1. Maintaining auto liability insurance with minimum state limits.

2. Maintain vehicle in a safe operating condition when driven on agency business.

D. De Minimis Transportation Allowed

1. As defined as “de minimis transportation” by the IRS:

   a. “You can exclude the value of any de minimis transportation benefit you provide to an employee from the employee's wages. A de minimis transportation benefit is any local transportation benefit you provide to an employee if it has so little value (taking into account how frequently you provide transportation to your employees) that accounting for it would be unreasonable or administratively impracticable. For
example, it applies to occasional transportation fare you give an employee because
the employee is working overtime if the benefit is reasonable and is not based on
hours worked.”

2. This would include items such as conducting City business late or having an early
departure.

3) ASSIGNED OR PERMISSIVE DRIVERS

A. Each employee assigned to a City of Bonners Ferry vehicle or employees who operate a City
of Bonners Ferry fleet vehicle are required to have a valid driver’s license. Should an
employee’s Driver’s License expire, be revoked or suspended, the employee shall
immediately notify his or her supervisor. At the time of the suspension, the employee’s City
of Bonners Ferry vehicle-use privileges will be suspended until the employee’s Driver’s
License has been fully restored and validated.

B. In addition to the employee assigned or permitted to drive a City of Bonners Ferry vehicle,
he or she may allow others, as necessary, to operate the vehicle if they have a valid driver’s
license and are 25 years of age or older.

C. Each employee assigned or permitted to operate a City of Bonners Ferry vehicle shall be
responsible for the following:

3. Proper and safe operation of the vehicle;

4. Service and maintain the vehicle in accordance with the manufacturer’s
recommendations;

5. Maintain vehicle registration, license plates and inspections; and

6. Participate in vehicle safety and defensive driving training as required by City of
Bonners Ferry.

4) DRIVER EVALUATION

The City reserves the right to evaluate and limit the driving of any employee at anytime. The
employee shall be evaluated and selected based upon their driving ability. To evaluate
employees as drivers, management may:

A. Review past driving performance and work experience through reference checks with
previous employers.

B. Review the employee’s Drivers License Record (DLR).

C. Ensure the employee has a valid driver’s license.

D. Ensure the employee is qualified to operate the type of vehicle he/she will drive.

5) SEATBELT USE

Except as authorized herein, all drivers and passengers are required to utilize seatbelts as
mandated by law. Exception: Sworn law enforcement officers may dispense with wearing
safety restraints in specific tactical situations or when it reasonably appears that, due to unusual
circumstances, wearing a seatbelt would hinder rather than increase safety (Idaho Code 49-
673(2)(b)).
6) MOBILE COMMUNICATION DEVICE, CELL PHONE AND COMPUTER USE
The driver of a City of Bonners Ferry vehicle, or any other vehicle being used for City of Bonners Ferry business, is prohibited from any data entry using a mobile communication device, cell phone or computer of any type while the vehicle is in motion. A mobile communication device is defined as “a text messaging device or a wireless, two-way communication device designed to receive and transmit voice or text communication”. This does not apply to City of Bonners Ferry work-related two-way radios. Exception: Sworn law enforcement officers may use mobile communication devices in specific tactical situations.

7) SMOKING PROHIBITED IN VEHICLES
Smoking is expressly prohibited in all City of Bonners Ferry vehicles.

8) IMPAIRED DRIVING
The driver must not operate a vehicle when his/her ability to do so is impaired or influenced by: alcohol, illegal drugs or other illegal substances, prescribed or over-the-counter medication, or illness, fatigue or injury.

The employee driver is obligated to report to his/her supervisor any reason that may affect his/her ability to drive safely.

9) PROOF OF INSURANCE
Employee drivers must make sure that the current insurance card is kept in the vehicle at all times.

10) ACCIDENT REPORTING
A. In the event of an accident, the driver shall, when possible, first check on the safety and welfare of all persons involved and seek immediate medical attention should it be required for themselves or others. If possible, move the vehicle to a safe location out of the way of traffic.

B. Drivers shall always have a police officer investigate any accident that involves a City of Bonners Ferry vehicle. This will help ensure that City of Bonners Ferry is protected from unwarranted claims. Whenever possible the City will have the Boundary County Sheriff’s office or the Idaho State Police investigate an incident involving a City employee while working or involving a City owned vehicle.

C. Do not discuss fault with, or sign anything from anyone except for a police officer, a representative from ICRMP, or an authorized representative of City of Bonners Ferry.

D. Drivers shall notify their supervisor as soon as possible of the accident and report the extent of the injuries and property damage involved.

E. Drivers shall cooperate fully with ICRMP Claims Department in the handling of the claim.

F. Any employee in an accident shall also comply with the City Policy – 3B Drug and Alcohol Testing.

11) TRAFFIC VIOLATIONS
All fines and other criminal penalties due to violations of the law by the driver are the personal responsibility of the driver of any City of Bonners Ferry vehicle. These costs are not reimbursable by City of Bonners Ferry and must be paid promptly by the driver.
12) VEHICLE MAINTENANCE AND REPAIR

A. The City mechanic is responsible for all vehicle maintenance, determining appropriate repair, and scheduling of repairs. Including repairs done in-house, those scheduled at outside facilities, and dealer warranty work.

B. All major repairs or major maintenance needs will be coordinated between the City Mechanic and the effected department head.

13) POLICE DEPARTMENT SPECIFIC POLICIES

A. General Vehicle Operating Procedure

1. In order for an officer to be assigned a take home vehicle they must reside within the city limits. Exceptions to this would be for a canine officer or other circumstances that may arise with council approval.

2. Only Police employees, Reserve Officers, and Interns may operate Police vehicles. The city mechanic is allowed to operate the vehicle. In the event of an emergency, at the direction of a Police Officer, a citizen may operate a Police vehicle.

3. The use of seat belts is mandatory for drivers, passengers, and prisoners.

4. Operation of a Police vehicle under the influence of alcohol or drugs is considered serious misconduct and will expose the officer to immediate termination.

5. Police officers must obey all traffic laws and operate the vehicle in a safe and courteous manner. The exception is when the officer is running with lights and/or siren. The officer must still drive defensively and remember they are only requesting the right of way with the lights and/or siren.

6. Each officer is responsible for the cleanliness (exterior and interior) and overall maintenance of their assigned Police vehicle. Each officer will be responsible for contacting the city mechanic or making arrangements for day shift personnel to do so when service or repairs are required.

7. Weather permitting they will wash their police vehicle at their residence or use prisoners at the jail. The car wash is only to be used during the cold months or if an extenuating circumstance arises during their shift.

8. The use of the Police vehicle is to go to and from work and is for the benefit of the City of Bonners Ferry and its citizens. Any misuse of this policy, as determined by the Chief of Police, will immediately lead to that officer’s loss of the use of the take home vehicle. It could also lead to other disciplinary actions. The officer will check in and out of service at their residence. Personal use of the Police vehicle is prohibited.

9. Off street parking shall be available at the officer’s residence.

10. Vehicles shall be locked when not attended.

11. All firearms shall be removed from the interior of the vehicle and placed in the trunk, if equipped, or properly secured in the residence.

12. When an officer is on vacation or out of the area in excess of one week the vehicle shall be stored in a secure garage at the officer’s residence or at the Police Department or City yard.
VEHICLE ASSIGNMENT AGREEMENT

The undersigned hereby acknowledges receipt of an agency-owned or agency insured vehicle. I understand that this vehicle is to be regularly maintained and serviced, according to the service schedule outlined in the owner’s manual or the instructions issued by the Fleet Safety Coordinator, whichever is appropriate.

Further, it is agreed this vehicle will be operated in a safe manner and in compliance with this policy. I agree to be responsible for all traffic and parking violations that occur while the vehicle is assigned to me.

I understand articles of this agreement apply regardless of who is operating this vehicle.

I agree to promptly report all accidents or incidents resulting in injury or damage to the vehicle or other property, no matter how slight.

I understand I am required to maintain a valid driver’s license. Further, I herewith grant _________________ the right to investigate my driver’s license record any time. My current drivers license is issued from the State of _________________ and is License Number ________________.

I understand the operation of this vehicle in a safe operating condition is my responsibility. If this vehicle becomes unsafe, it is my responsibility to notify my supervisors immediately.

I have read and agree to the provisions of this vehicle assignment agreement and the requirements of the Vehicle Use Policy.

________________________________________
Print Full Name

________________________________________
Signature

________________________________________
Date
ACKNOWLEDGMENT OF RECEIPT OF CITY OF BONNERS FERRY Bonners Ferry VEHICLE USE POLICY.

I, ___________________________ acknowledge receipt of the ________________ Vehicle Use Policy, adopted on __________.

Please initial each statement below if it is true.

____ I understand that it is my responsibility to read and understand the contents of this Policy.

____ I understand that I am obligated to perform my duties of employment in conformance with the provisions of this Policy and any additional rules, regulations, policies or procedures imposed by the department in which I work whether or not I choose to read the Policy.

____ I understand that this Policy may be modified without prior notice to me.

____ I understand that should this Policy be modified that I will be provided with a copy of the modification.

DATED this __________ day of __________________, 20___.

________________________________________________________
(Employee)

I, ___________________________, provided a copy (either electronically or by paper) of the (City of Bonners Ferry) Vehicle Use Policy, as adopted by the governing Board on ________________ to ___________________________, on this __________ day of ____________, 20___.

________________________________________________________
(Name - Title - Department)
TO: Bonners Ferry City Council
FROM: Andrakay Pluid, City Attorney
DATE: June 26, 2014
RE: Information Systems Use Policy

At the request of staff and several department heads, I am recommending that the Council consider adopting the attached Information Systems Use Policy. The bulk of this policy is based on ICRMP's sample policy and outlines appropriate use of City technology resources such as computer and internet access by employees.

[Signature]

Andrakay Pluid, City Attorney
City of Bonners Ferry Information Systems Policy

(1) Our e-mail, computer, Internet and voice mail systems are City of Bonners Ferry property. Anything you create or load on the systems becomes our property.

(2) These systems are in place to facilitate your ability to efficiently and productively do your job. To that end, these systems are solely for business purposes. Only "incidental personal use," (see below) that does not interfere with work or consume City of Bonners Ferry resources will be allowed.

(3) We reserve the right to intercept, monitor, copy, review and download any communications or files you create or maintain on these systems, at any time, without prior notice to you.

(4) Software. The City of Bonners Ferry purchases and licenses the use of various computer software programs for business purposes. The City of Bonners Ferry does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City of Bonners Ferry does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. Illegal duplication of software and its related documentation for personal use is also prohibited.

(5) E-mail and Internet Access. E-mail and Internet access is provided by the City of Bonners Ferry to enhance communications and provide access to work related information and technology. Consequently, employees should always ensure that the business information contained in Internet E-mail messages and other transmissions is legal, accurate, appropriate and ethical. The following are examples of prohibited uses of E-mail and Internet systems.

- Sending or posting discriminatory, harassing, or threatening messages or images.
- Using City of Bonners Ferry time and resources for personal gain.
- Stealing, using or disclosing someone else's code or password without authorization.
- Unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material.
- Engaging in unauthorized transactions that may incur as cost to the organization or initiate unwanted Internet or e-mail services and transmissions.
- Sending or posting messages or material that could damage the City of Bonners Ferry's image or reputation.
- Participating in the viewing or exchange of pornography or obscene materials.
- Sending or posting messages that defame or slander other individuals.
- Attempting to break into the computer system of another organization or person.
- Refusing to cooperate with a security investigation.
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities.
- Using the Internet for political causes or activities, religious activities, or any sort of gambling.
- Jeopardizing the security of the organization's electronic communications systems.
- Passing off personal views as representing those of the City of Bonners Ferry.
• Sending anonymous e-mail messages.
• Unauthorized participation in or use of chat rooms.
• Logging on or using another employee's computer without authorization.
• Engaging in any other illegal activities.

*Regular monitoring of Internet activity will occur.*

(6) Personal Use. As indicated in this policy, computers, Internet access and e-mail are provided primarily for work related activities. However, occasional personal use may be permitted on a limited basis within the guidelines established by this policy provided that such use does not result in a cost to the City of Bonners Ferry or significantly interfere with City of Bonners Ferry business operations, availability of resources for business use or the employee's job performance.

(7) Your consent to and compliance with these information system policies is a term and condition of your employment. Failure to abide by these rules or to consent to any interception, monitoring, copying, reviewing, and downloading of any communications or files is grounds for discipline, up to and including termination.

I have received and understand this policy.

Employee Signature ________________________________ Date __________________

cc: Personnel File
SAVE THE DATE...

JULY 9, 2014
1:30-3:00PM

ICB Center- Auditorium
414 N. Church, Sandpoint

THE 1964 CIVIL RIGHTS ACT...

WHAT LOCAL GOVERNMENT NEEDS TO KNOW...

Sponsored by Idaho Transportation Dept. and Bonner County Transportation Team

For more information, contact Susan at 597-7337 or sklebert@ctai.org
NOTICE OF TORT
For Damage or Injury

ATTENTION:
This form is to be completed by the claimant and is a requirement that if used, be presented to and filed with the clerk or secretary of the public entity involved. This form is being provided as a courtesy to assist you in filing your claim. Providing this form to you is not an admission nor shall it be construed to be an admission of liability or an acknowledgement of the validity of a claim by the political subdivision. Legal requirements for filing claims can be found in the Idaho Code: Title 6, Chapter 9. All claims must be filed promptly and in writing.

Name: Cheryl K. Jackson
Address: P.O. Box 1615  2017 Kani Kso St
City: Bonners Ferry  State: ID  Zip Code: 83805

Address for the Six Months Prior to the Date of the Damage or Injury Occurred:

Home Number:  (208) 597-2942 Work Number:  (208) 597-2942

Date of Incident: 06/18/2014 Time: 2:00 A.M. or P.M.
Location of Occurrence: Chinook and Hwy 95
Injuries that Resulted: Neck and shoulder muscle pain

Provide a Description of What Happened:
(please attach any additional information you deem necessary)

I was waiting on Chinook St to pull onto Hwy 95 when a city work truck backed into the passenger side of my white '97 Chevy Blazer.

I hereby certify that I have read the above information and it is true and correct to the best of my knowledge.

I hereby make a claim against The City of Bonners Ferry (a public entity)
for damages and injuries in the amount of
(damage, injury, etc.)

If you were injured and you are on medicare/medicaid, please fill out the following as required by 42 U.S.C. 1395.
Date of Birth ____________________________
SSN ____________________________
Medicare/Medicaid Number ____________________________

Signature: ____________________________ Date: 06/20/2014

RECEIVED
JUN 20 2014
CITY OF BONNERS FERRY
Mailed to ICRMP 6/20-14
KCL
My 1st Report of an Incident/Accident  
(To be completed by the Risk Manager and sent to ICRMP  
when a **CLAIM** is filed **against** you.)

# Liability Claim

**Injury or Property Damage to Others**

<table>
<thead>
<tr>
<th>Name of Our Entity:</th>
<th>City of Bonners Ferry</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td>P.O. Box 149, Bonners Ferry, ID 83805</td>
</tr>
<tr>
<td>Phone #:</td>
<td>(208) 267-3105</td>
</tr>
<tr>
<td>Date Incident Occurred:</td>
<td>6-18-14</td>
</tr>
<tr>
<td>Where did the Incident Occur?</td>
<td>Chinook Street</td>
</tr>
</tbody>
</table>

Has a Tort Claim been filed? **No**  
If so, When?

Describe What Happened: Bob Tritt, parks employee, was backing out of a small parking area adjacent to Chinook Street with the city's small dump truck when he struck a vehicle. The tail gate of the truck was open and it broke off the passenger side mirror, made a small dent under the mirror, and scratched the windshield of the vehicle he hit. There was no damage to the city vehicle.

<table>
<thead>
<tr>
<th>Who reported the claim to you?</th>
<th>John Youngwirth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department Involved in Incident:</td>
<td>Street / Parks</td>
</tr>
<tr>
<td>Employee(s) Involved in Incident:</td>
<td>Bob Tritt</td>
</tr>
</tbody>
</table>

Date Claim for Damage received in writing: **N/A**

Date Signed: **6-20-14**

Risk Manager Signature: **Kris Larson**

(Please attach any additional documentation you deem necessary)
<table>
<thead>
<tr>
<th>Year</th>
<th>Loss History 4,000 Cycles</th>
<th>1,000 Cycles</th>
<th>500 Cycles</th>
<th>Summer Calendar 12/01 Peak Kwh</th>
<th>Winter Calendar 12/01 Peak Kwh</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013</td>
<td>3,001</td>
<td>884</td>
<td>716</td>
<td>12,803</td>
<td>16,300</td>
</tr>
<tr>
<td>2014</td>
<td>3,002</td>
<td>882</td>
<td>714</td>
<td>12,802</td>
<td>16,298</td>
</tr>
<tr>
<td>2015</td>
<td>3,003</td>
<td>880</td>
<td>712</td>
<td>12,801</td>
<td>16,295</td>
</tr>
<tr>
<td>2016</td>
<td>3,004</td>
<td>878</td>
<td>710</td>
<td>12,799</td>
<td>16,286</td>
</tr>
<tr>
<td>2017</td>
<td>3,005</td>
<td>876</td>
<td>708</td>
<td>12,798</td>
<td>16,276</td>
</tr>
<tr>
<td>2018</td>
<td>3,006</td>
<td>874</td>
<td>706</td>
<td>12,796</td>
<td>16,257</td>
</tr>
<tr>
<td>2019</td>
<td>3,007</td>
<td>872</td>
<td>704</td>
<td>12,794</td>
<td>16,238</td>
</tr>
<tr>
<td>2020</td>
<td>3,008</td>
<td>870</td>
<td>702</td>
<td>12,792</td>
<td>16,219</td>
</tr>
<tr>
<td>2021</td>
<td>3,009</td>
<td>868</td>
<td>700</td>
<td>12,790</td>
<td>16,199</td>
</tr>
</tbody>
</table>

Note: The above table represents a sample of data for the years 2013 to 2021, showing the loss history for 4,000, 1,000, and 500 cycles. The data includes summer and winter calendar peak kWh values.