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 <u>Public Hearing</u> portion of the agenda. Any individual who wishes may address the council on any issue, whether on the agenda or not, during the <u>Public Comments</u> period. Normal business will preclude public participation during the business portion of the meeting with the discretion left to the Mayor and Council. <u>Special accommodations</u> to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

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. We are an inclusive city that welcomes all people, regardless of race, religion, color, national origin, sex, age, disability, sexual orientation, or gender identity and encourages their participation in city government and city programs.

AGENDA
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 21, 2020
6:00 pm

PLEDGE OF ALLEGIANCE

GUESTS

Toni Hackwith – 2019 Audit Presentation Sue Ireland – Mine Expansion Presentation

PUBLIC COMMENTS

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

REPORTS

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

CONSENT AGENDA – {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll
- 3. Approval of the July 7, 2020 Council meeting minutes
- 4. Treasurer's Report

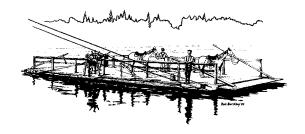
OLD BUSINESS

- 5. Electric/Water/Sewer Discuss Consumer Price Index Regarding Rate Increases (attachment) {action item}
- 6. Electric Consider the Results of the Surveys and the Radio Frequency Study from Avista Edge
- 7. Electric Consider Authorizing the Mayor to Sign the Term Sheet with Avista Edge for a Three-year Pilot Program (attachment) {action item}
- 8. Street Consider Street Name for the Wilson Street Solomon Street Corridor Project (attachment) {action item}

NEW BUSINESS

- 9. Police Consider Authorizing Council to Sign the Proclamation in Support of Law Enforcement (action item)
- 10. City Consider the Proposal from TowerPoint (attachment) {action item}
- 11. Street Consider Authorizing the Mayor to Sign the Professional Service Agreement with Century West for the Garden Lane Extension Project Design (attachment) {action item}
- 12. Pool Consider Extending the Pool Closing Date Until September 5, 2020 (attachment) {action item}
- 13. City Discuss the Vision Statement (action item)

ADJOURNMENT





Date: July 17, 2020 To: City Council

From: Mike Klaus, City Engineer

Subject: Engineer's Report for July 21, 2020

Below is a summary of the projects that are currently being constructed or are in the planning phase:

<u>Splash Pad:</u> Construction of the splash pad is still taking place, with completion expected in the next 10 days. The City Street department completed all of the prep work shown in the first photo. Below are some photos of the construction to date.

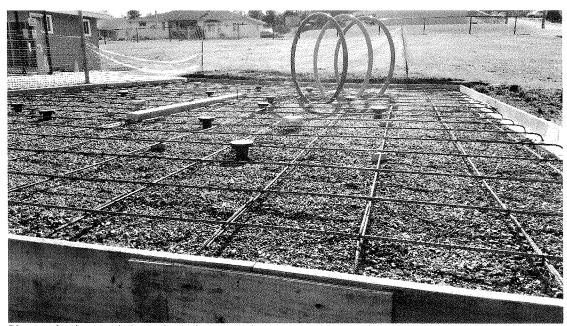
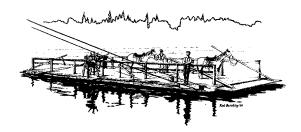
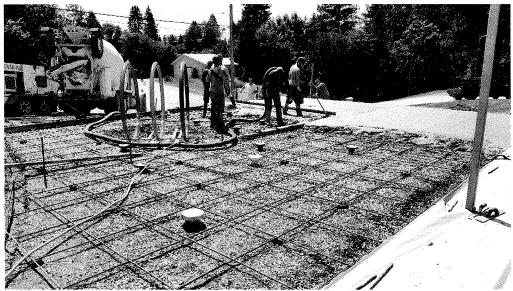
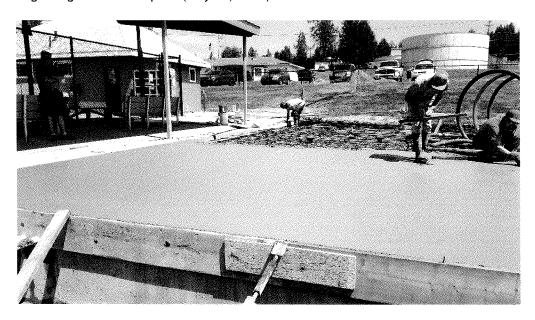


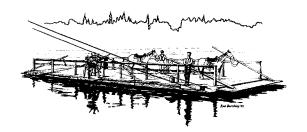
Photo of rebar and risers for splash pad features (June 23, 2020)





Beginning of concrete pour (July 15, 2020)







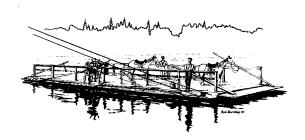
Pressure washing slab on July 16, 2020

The next steps in completing the splash pad are listed below:

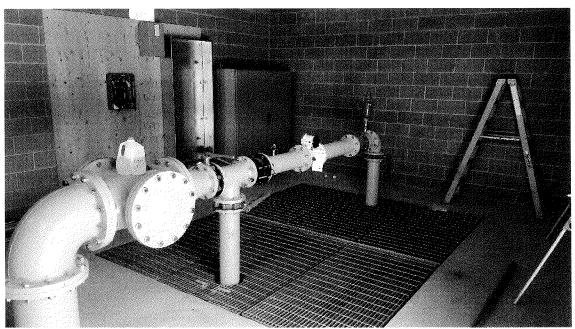
- 1. Apply 2 coats of sealer to concrete.
- 2. Install fencing along perimeter of pad.
- 3. Complete plumbing tie-in to control manifold.
- 4. Complete electrical work for control valves.
- 5. Complete control valve vault.

Well House:

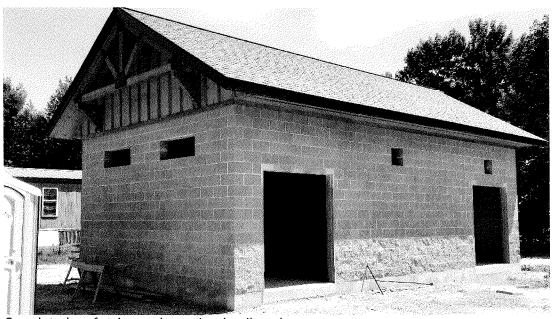
The City water department has been working on finishing the well house. The picture summary below shows much of the work completed to date.



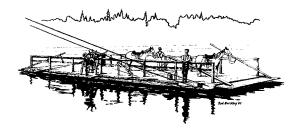
MEMO CITY OF BONNERS FERRY CITY ENGINEER

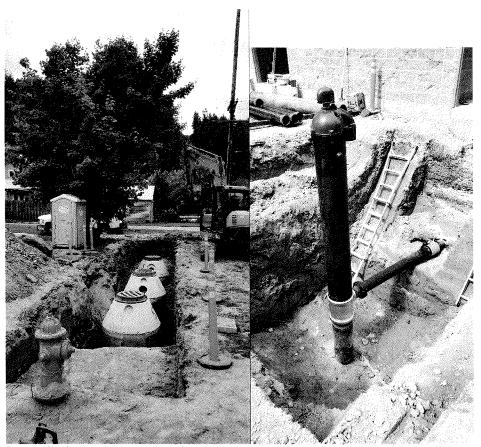


Well house - floor grating installed, and electrical panels.



Completed roof, trim, and exterior detail work.





Pump discharge basin west of well house. Well pump connection to well house.

The well pump and motor have also been installed. The approved budget for this project was \$310,000, and to date the City has spent just under \$200,000. It is expected that the project will be completed for estimated amount.

The work to complete the project from this point forward will include the following:

- 1. Electrical and controls works.
- 2. Fiber communication from well house to water treatment plant.
- 3. Site grading and rock.
- 4. Fencing.
- 5. Inside carpentry, including insulation in roof, and doors.





Dakota Street Water Main

Welch-Comer is nearly complete with the design of the water main that will connect the new well house to the water system. This project will include installing an 8-inch slip-lined main into an existing 10-inch steel main that crosses under the BNSF tracks, southwest of the well house.

This water main installation is critical to delivering water from the new well house to the water system. The City should be able to bid this project out in the next 2 weeks. I will bring those numbers to Council when they are received.

Lift Station #1

I have been working on preliminary engineering to prepare for the replacement of Lift Station #1. This project was budgeted for FY2020, and staff is hoping to have the lift station replaced before the end of the year.

Moyie Hydro and FERC

The FERC has completed their review of the Part 12 Safety Inspection Report that was completed and submitted in 2018 by the City with our consultant, HDR Engineers. Comments on the report have been provided to the City and will require that additional engineering work be completed by HDR. I am currently working with Keith Moen, PE with HDR to provide the Council with a scope and fee for completing the work required by the FERC.

Please call me or email with any questions you may have for me.

Thank you,

Mike

MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
July 7, 2020
6:00 pm

Mayor Dick Staples called the Council meeting of July 7, 2020 to order at 6:00 pm. Present for the meeting were: Council Members Rick Alonzo, Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, City Engineer Mike Klaus, City Police Chief Brian Zimmerman and City Attorney Andrakay Pluid. Members of the public present were: Jerry Higgs, Henry Yoder, Alan Hinson, Warren Campbell, Robert Lavala, Sheila Lavala, Courtney Frost, Denise Crichton, Steve Tanner, Loretta Hunsaker, Steve Nelson, Mat Surprenant, Stephanie Franke, Brion Poston, Craig Kelson, Rob Tompkins, Glenda Novinger and Sharon Hatch.

PLEDGE OF ALLEGIANCE

<u>GUESTS</u> Courtney Frost - Presentation Regarding the High 5 Community Transformation Grant Lisa said this was a very successful grant to reduce childhood obesity and offer more access to healthy foods. Courtney said the community transformation grant private nonprofit foundation. Youth behavioral health, healthcare innovations and children's health. It is a three-year grant focused on access to healthy activity and healthy food. When Bonners Ferry applied there were 20 applications. The three finalists were Sandpoint, Rexburg and Bonners Ferry. The foundation works with communities to address children's health, because the foundation doesn't know the communities.

The two phases to the grant process are: technical assistance, funding and implementation. The steering committee included: Boundary County School District, Boundary Community Hospital, Boundary County Parks and Recreation, Boundary County Library, Boundary County Extension Office, City of Bonners Ferry and a Citizen at Large. The steering committee was able to leverage money from Innovia for the synthetic ice rink and the splashpad, Selkirk Association of Realtors for the bike and pedestrian plan, Equinox Foundation for the BOCO backpack program and Community Block Grant for the pool rehabilitation. The committee was able double the money by leveraging \$250,000 for the community projects.

Rob Tompkins said it was eye opening when all the groups came together. Rob thanked the City of Bonners Ferry for creating a rec center that is not in a building.

Courtney said programs, policy, partnership and projects is the model for the transformation grant. The more "P's" that are involved the more successful the grant will be. Courtney congratulated all of the work that was done and is hopeful the City of Bonners Ferry will continue to work with the Blue Cross Foundation in the future.

Valerie Thompson thanked everyone involved since this has benefited many children in the community.

PUBLIC COMMENTS

Henry Yoder said the Ministerial Association is concerned about the vision statement. He doesn't understand why sexual orientation and gender identity is included when it already states sex, which is male and female. The vision statement doesn't match together and is welcoming the spirit of lawlessness, which will destroy the social and moral fabric of this community. Suggesting advanced gender confusion to innocent boys and girls is child abuse, we detest such a perverse statement and respectfully request it be changed.

Robert Lavala said several people were concerned about item #12. Robert said clear language for agenda items is necessary. The City website is outdated and needs to be updated.

Loretta Hunsaker said she is here regarding the water and sewer rates. There were five years of substantial rate increases. Loretta hopes Council will take local demographics into consideration. The Seattle consumer price index is not relevant. She doesn't understand the reason for continuously increasing the rates. Loretta suggested decreasing the amount of the general fund transfer from water and sewer. She hopes Council will take a good look at things before a final decision is made and at this point she is against an increase in rates.

Warren Campbell said wants to know where the scientific evidence is for social distancing and wearing face masks. He feels it is ludicrous. The average person knows this is a scam perpetrated on the American people to subdue them and make them sheeple. A state representative from Post Falls said that there has not been a respirator used in the five northern counties for Coronavirus.

Steve Tanner encourages Council to remove the second sentence of the vision statement. Steve spoke with David Sims and David said the City had an unofficial liaison with the Human Rights Task Force. Steve recommends the City doesn't have a liaison with them since they are a liberal organization that promote the agenda of the LBGTQ. Steve feels this is a huge issue that we don't need to be part of.

Craig Kelson, with the Boundary County Human Rights Taskforce, said he is a liaison to the City. He appreciates Council welcoming all walks of life to participate and feels Council is a kind and generous group.

Stephanie Franke said there are a few items in the joint pole use agreement that need to be corrected, since it has EL Automation and Fat Beam listed and it shouldn't. Christine thanked Stephanie for noticing those and said the changes were made to the copy the Mayor will sign tonight.

Sharon Hatch said Bonners Ferry cannot live in fear of lawsuits as a way to guide our life. Insurance has become the ruler of entities. She and her family have put on fireworks displays for the last 29 years. Everyone has lost a lot this year and need something to celebrate. She is willing to do a fireworks show this year.

Jerry Higgs said he, as a City resident, still takes issues with people who are not citizens of the City trying to affect the policy that affects the citizens of the City. Jerry feels that people that are afraid to sacrifice some of their freedoms for benefit of their fellow citizens are being selfish.

REPORTS

Adam asked about the swimming pool sign for the North bound lane. Lisa said there was a special pole ordered for the swimming pool sign for the North bound lane and it has been installed. Mayor Staples asked about completion of the splash pad. Lisa said money has been secured from the Blue Cross foundation for an enhancement for the splash pad. Mike anticipates it will be completed this month.

Economic Development Coordinator Dennis Weed said the broadband grant will happen with the City of Moyie Springs and Boundary County. Dennis said there are several help wanted signs and few people looking for employment.

Ralph Lotspeich said the golf course has been really busy and the course is in really good shape.

CONSENT AGENDA – {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll
- 3. Approval of the June 16, 2020 Council meeting minutes, June 23, 2020 Special Council meeting minutes Adam Arthur moved to approve the consent agenda. Rick Alonzo seconded the motion. The motion passed. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes

OLD BUSINESS

4. Electric/Water/Sewer – Discuss Consumer Price Index Regarding Rate Increases (attachment) {action item} Mike said at the last Council meeting he was directed to provide the history of the rate increases. The Consumer Price Index (CPI) listed is not the Seattle CPI or any geographic area. Mike used the CPI U is the general index that encompasses about 87% of the United States' population. Mike said there are over 20 different rate classes in the utilities. In 2015, there were several improvements to the water and sewer systems, that were necessary to maintain the infrastructure. Most customers feel that smaller yearly incremental increases are better than a larger increase after several years of no increases. Mayor Staples asked about information going back past 2009. Mike presented a 100-year rolling average for the CPI. Ron asked if the base currently is \$11.46 with CPI would be \$12.72, water currently \$53.80 and CPI \$35.24, sewer currently \$37.68 CPI \$14.77. Mike said there are two ways to pay for capital projects: either reserve or by getting a loan. Rick said the cost of service analysis (COSA) was done to make sure we had enough money in reserve so we don't have to borrow money to repair/replace infrastructure. Adam said he is concerned with the CPI since it would have the rates lower than what we need to maintain the infrastructure. Mayor Staples wants to look at the numbers further back. Mayor Staples tabled this to the next meeting.

NEW BUSINESS

5. City – Rich Beck Regarding Abandon Properties in the City Limits (action item)

Rich Beck said he is concerned with the old China Kitchen, the old vacuum place, the old Harvest Foods, the old mill site and the buildings on this block. He spoke to the police regarding these properties. Rich wants to know if there are City ordinances regarding abandon properties. His son was the caddy for Mrs. Albertson and told her about the properties, she said she didn't know there were any problems. Rich would like to see the City do something about the abandon properties because it is not a good thing for the town. Ron Smith said he feels the same way, but there is something on the books about the conditions of the properties. Andrakay said there is a nuisance property ordinance. Rich asked if the ordinances can be re-written. Andrakay said unfortunately, no. Valerie asked if that is something that has to be taken up with the State Legislature. Andrakay said the City can't pass an ordinance that interferes with the rights of a property owner and their ability to do what they want with the property. Rich said the property next to the current Safeway building is a detriment and people have been caught back there with drugs. Rich asked if someone calls the City, please don't say the properties aren't a problem, since it is. Brian said the police have caught some kids drinking and using drugs during their lunchtime. Rick said that Dennis Weed has been working for years to sell or lease the property and Albertson's have been non-cooperative. Dennis said there have been 10-12 companies that have been interested and have not been able to negotiate with the Albertson's executive team.

- 6. Golf Brion Poston Regarding Donation of the Green Fees from the Friends of Mirror Lake Golf Tournament to the Friends of Mirror Lake (action item)
- Brion said the Friends of Mirror Lake are having a golf tournament August 7, 2020 and are asking the City to donate the green fees from the tournament. The Friends of Mirror Lake help with projects at the golf course to take some pressure off the City. Rick Alonzo moved to donated the green fees from the Friends of Mirror Lake golf tournament to the Friends of Mirror Lake. Adam Arthur seconded the motion. The motion passed. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes
- 7. Golf Discuss Golf Course Project Recommendations by the Friends of Mirror Lake (attachment) {action item} Adam said he is concerned with the cart path projects. Adam wants to make sure that the projects are completed so there is not any cost to the taxpayers if there are any issues. Adam asked if this list has gone through the golf committee. Steve Nelson said last fall, they were told to work through the golf course manager. Steve asked if the projects can be covered under Ralph's insurances. The Mayor will talk to Andrakay about the insurance. Ron asked if all the work on the list will be done by the Friends of Mirror Lake. Steve said yes. Brion said John Youngwirth is now on the golf committee. Mayor Staples said drainage is an issue with the cart paths and Mike should be consulted. Ron Smith moved to approve the list of improvements recommended by the Friends of Mirror Lake in coordination with the golf course manager. Adam Arthur seconded the motion. The motion passed. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes
- 8. Water/Sewer Consider Authorizing the Mayor to Sign the Final Pay Application, Change Orders #2 and #3 and Close Out Documentation from Wink Inc. for the Wilson Street Solomon Street Corridor Project (attachment) {action item}

Mike said the overall revised amount for the project is \$365,335.02. There was a \$10,000-\$12,000 savings on the engineering portion of the project. Rick Alonzo moved to approve the final payment to Wink Inc for \$169,117.27 and authorize the Mayor to sign all the change orders, pay applications and close out documentation. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

- 9. Electric Consider Authorizing the Mayor to Sign the Joint Pole Use Agreement with IIG (attachment) {action item} Mike said IIG requested a pole use agreement. Mike said there is a new addition for the pole use agreement on page 14 at the bottom regarding insurance. Mike recommends adding bonding to future agreements. Mayor Staples asked about the fees on page 22. Mike explained the rates. Mike said the rates have not been adjusted. Mayor Staples recommends looking at the rates. Ron asked if there is maximum number that can be on the poles. Mike said there is and that depends on the condition of the pole, wind loading, ice loading and weight. Ron Smith moved to authorize the Mayor to sign the joint pole use agreement with IIG with the edits and final review. Adam Arthur seconded the motion. The motion passed. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes
- 10. Electric Consider Job Description for Moyie Hydro Backup Operator (attachment) {action item} Lisa said there was not a true job description for this position. Lisa is hoping for cross-training employees. Valerie said it is essential to cross train employees and make sure they are able to do their other job as well. Adam Arthur moved to approve the job description for the Moyie Hydro backup operator. Rick Alonzo seconded the motion. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes
- 11. Street Consider Street Name for the Wilson Street Solomon Street Corridor Project (attachment) {action item} Lisa reviewed the naming process and it can be a Lane, Drive, Street or Parkway. Mayor Staples wants to hear what the public has for recommendations. Rick Alonzo moved to table this item and receive recommendations from the general public.

- 12. City Consider Extending the COVID-19 Policy until December 31, 2020 (attachment) {action item} Mayor Staples said this is an internal employee leave policy. Rick Alonzo moved to extend the COVID-19 leave policy until December 31, 2020. Adam Arthur seconded the motion. The motion passed. Adam Arthur yes, Valerie Thompson yes, Rick Alonzo yes, Ron Smith yes
- 13. City Consider Affirming the Mayoral Appointment of Dave Walter and David Sims to the Urban Renewal Agency Board for a Five-Year Term {action item}

Mayor Staples said they are both on the board now and are willing to serve another five-year term. Adam Arthur moved to affirm the Mayoral appointment of Dave Walter and David Sims to the Urban Renewal Agency Board for a five-year term. Rick Alonzo seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

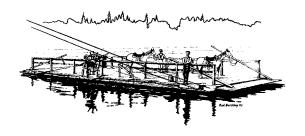
14. City – Discuss Submitting a Letter of Intent to Participate and Receive Funds from the Coronavirus Relief Fund in the Form of Property Tax Relief (attachment) {action item}

Ron asked if there is going to be some type of legislation for this. Lisa said there is a request to the federal level to make sure the program complies with federal regulations. Lisa said the letter of intent is due by July 17, 2020. Valerie said the state's recommendation is not compliant with the federal policy at this time since it states it is not for tax relief and she is concerned. Mayor Staples asked if the letter of intent is non-binding. That is the understanding, that it is not binding. Andrakay is skeptical about this being compliant with the federal CARES Act. The letter of intent is just saving our spot in the program. Rick Alonzo moved to submit a letter of intent to participate and receive funds from the Coronavirus Relief Fund in the form of property tax relief if it proves legal to do it. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

15. City – E.L. Internet Northwest Regarding Broadband Internet Services *Information Only* Stephanie presented an information packet regarding and promoting EL. Internet Northwest. In the 10 years of serving Boundary County they have never had a rate increase and have had three rate decreases. They are constantly increasing the capabilities of their system. There is a map of the service area and speed tests to go along with the services offered in Bonners Ferry.

ADJOURNMENT

The meeting adjourned at 8:20 pm





Date: July 17, 2020 To: City Council

From: Mike Klaus, City Engineer Subject: Utility Rate Increases

Since the last Council meeting, staff has compiled the historic rates that were Available. Since the cost of providing utilities escalates over time, I recommend selecting an escalation rate, or methodology that attempts to keep pace with the growing cost of providing these services. I also recommend yearly escalation to help avoid the need to raise rates a large amount in a single year in the future.

Most of the customer input I have received indicates that both residential and commercial customers would rather see smaller, incremental rate increases than large jumps that are harder to plan for. I would like to offer the following as possible options for the Council to consider:

- 1. Adopting a 20-year rolling average of the CPI, which is approximately 2.2% at this time, and revisiting the 20-year rolling average on a yearly basis.
- 2. Adopt another percentage that the Council believes to be appropriate for this year.
- 3. Commission staff to work with a rate-setting advisor, such as FCS, to develop another rate that could be specific to utilities.

Staff is glad to help Council in any way that you direct with respect to utility rates. I have attached a spreadsheet with the historic water, sewer, and electric rates, that extends to our present rates.

Please call me or email with any questions you may have for me.

Thank you,

Mike

Residential Utility Rate History

Electric Rates

	Base Rate	١	Base Rate	Ki	lowatt per
	Inside		Outside	Н	our Charge
10/1/2019	\$ 11.46	\$	16.33	\$	0.06570
10/1/2009	\$ 10.47	\$	14.91	\$	0.06000
8/1/2008	\$ 9.95	\$	14.17	\$	0.05400
7/1/2006	\$ 7.65	\$	10.90	\$	0.05000
7/1/2003	\$ 4.46	\$	6.37	\$	0.05000
8/1/2001	\$ 4.13	\$	5.90	\$	0.04600

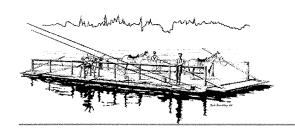
Sewer Rates

Per Equivalent Dwelling Unit

	•		_
10/1/2020	\$	37.68	
10/1/2019	\$	37.68	
10/1/2018	\$	33.67	
10/1/2017	\$	31.26	
10/1/2016	\$	28.05	
10/1/2015	\$	24.84	
10/1/2013	\$	21.63	
10/5/2010	\$	21.00	
10/1/2009	\$	17.00	
5/1/2009	\$	12.15	
4/1/2006	\$	10.15	
10/1/2002	\$	7.00	

Water Rates

			0	verage	
	Base	Rate	C	Charge	
10/1/2020	\$	53.80	\$	0.02162	1300 cubic feet allowed in base rate
10/1/2019	\$	53.80	\$	0.02162	1300 cubic feet allowed in base rate
10/1/2018	\$	51.24	\$	0.02059	1300 cubic feet allowed in base rate
10/1/2017	\$	48.80	\$	0.01961	1300 cubic feet allowed in base rate
10/1/2016	\$	46.27	\$	0.01968	1200 cubic feet allowed in base rate
10/1/2015	\$	44.26	\$	0.01779	1200 cubic feet allowed in base rate
10/1/2013	\$	42.15	\$	0.01694	1000 cubic feet allowed in base rate
10/5/2010	\$	40.14	\$	0.01613	1000 cubic feet allowed in base rate
4/1/2009	\$	29.00	\$	0.01165	1000 cubic feet allowed in base rate
10/1/2006	\$	17.20	\$	0.01165	1000 cubic feet allowed in base rate
12/1/2005	\$	37.48	n/a		
2/1/2004	\$	29.00	n/a		
10/1/2000	\$	24.17	n/a		
9/1/1997	\$	16.67	n/a		



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator LMA

DATE: July 16, 2020

RE: Avista Edge Term Sheet

The attached term sheet has been worked on by both staff and Avista Edge for the 3 year pilot study that will commence sometime this late summer or early fall. Staff's goal of this term sheet and under the pilot study is to cover our costs associated with providing the ISP service. Avista's role is to provide the equipment and support the call center for Level 1 and Level 3 support (see attached RACI sheet). Avista will be here on Tuesday to share the results of the RF Study and to discuss with council the term sheet as provided.

Based on the work completed, staff feels that the term sheet provided does insure to the citizens of Bonners Ferry that we can cover our costs for providing this new service.

A quick summary of the term sheet includes:

- Acknowledges the 3 year pilot program where either party can choose to leave provided each gives notice to one another; a full contract would be forthcoming;
- Initial Pricing tiers and leased equipment
- Cost sharing between each party; the terms stipulate that the city would receive 10% of the overall monthly rates or actual expenses covered whichever is greater;
- Avista will insure, through quarterly reviews of our actual expenses, the city costs are covered through rates paid by customers;
- Roles of the City and Avista Edge defined through the attached RACI sheet:

City Responsibility and Accountability- Under the Proposed Term Sheet

Administration- Clerk's Dept.	Role
Customer Acquisition	City would do marketing provide information on
	hooking up to internet.
Customer Billing & Collection	City would bill and collect funds for customers
	who sign up for internet service
Utility Coordination for new	City Admin Staff would coordinate with utility
customers	crews to arrange new connections
Utility- Electric Dept.	Role
Level 2 Support	Utility Crews would install collars at the
	customer's request and/or remove collars.

Working with the EDC Director, we provided a summary through the attached excel spread sheet of what our estimated costs would be and compared that with anticipated customer hook-ups and rate of hook-ups. From the attached spread sheet, Council can see how we can provide a sustainable service to future customers with the expected 10% revenue sharing and \$150.00 hook-up fee.

City Income:

City Hook Up Fee	\$150.00/ initial	500 units	\$75,000.00
·	request		
City Rate Revenue	10% or cost coverage	500 units @10/% @ 60.00/month	\$74,580.00
City Rate	10% or cost coverage		\$93,225.00

Should Council agree with the term sheet as provided, a motion to authorize the Mayor to sign the term sheet would be required.

Please let me know if you have any questions.

Avista Edge and

The City of Bonners Ferry, Idaho

Internet Service Provider Technology and Services for the City of Bonners Ferry 07/21/2020

This **Term Sheet** summarizes the principal terms of the proposed agreement between Avista Development, Inc., a Washington State Corporation d/b/a "Avista Edge" (herein referred to as "Avista") and the City of Bonners Ferry, Idaho (herein referred to as the "City"). This non-binding term sheet is in connection with a possible transaction whereby the City would engage Avista for services and technology allowing the City to offer internet as an essential service to its electric customers as an internet service provider (herein referred to as "ISP"). This term sheet does not create any legally binding obligation or any commitment until the definitive agreements are executed and delivered by all parties involved in the transaction, except as otherwise provided herein.

1. Executive Summary.

Avista and the City wish to enter into a three-year agreement where Avista will provide the City technology, services and resources (herein referred to as "Avista Service"), enabling the City to offer retail high speed fixed wireless internet service to cover at least 80% of the City's ISP Service Area defined below.

2. ISP Service Area.

The ISP Service Area includes all residential (single family, duplex, tri-plex and four-plex) single phase properties and all single phase commercial (four meters or less) properties within the incorporated city limits of Bonners Ferry, Idaho and the City's electric customers located outside of city limits, where the Avista Radio Frequency study shows availability of Avista Service. Avista cannot guarantee 100% coverage due to the physical nature of wireless broadband (herein referred to as "ISP Service Area").

3. Grants.

Broadband grants received as a result of this partnership during the term of the contract shall be put towards Avista's recovery of direct capital costs first. Said grants may require a modification to the contract, e.g. term of the contract.

4. General Business Description.

The City and Avista will enter into a Master Lease Agreement, pursuant to which Avista will lease the City one electric meter collar, including antenna, on a monthly term, for every City electric customer that desires the highspeed fixed wireless internet service as part of the Avista Service. The meter collar and antenna will be installed by the City at the customer's point of electric service. The City will bill for ISP service monthly alongside the customer's current electric service on a single bill.

This lease will include, at no additional charge, Avista's supplied internet backhaul, wired and wireless network infrastructure, Avista's Level 1, Level 2 and Level 3 professional support team, one

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¹ Avista Part Numbers AE-1000 and AE-1500 or AE-2000. Additionally, Avista will supply one each of AE-W100 and AE-B100 at no charge, and AE-CS100, AE-CS200 and AE-CS300 at no charge.

Avista Edge and

The City of Bonners Ferry, Idaho

Internet Service Provider Technology and Services for the City of Bonners Ferry 07/21/2020

Avista gateway per customer and two of Avista's in home routing and wireless mesh devices per customer. The lease will also provide that Avista will replace defective equipment at Avista's cost and expense, and that Avista will replace equipment that is broken or damaged by the City or its customers at the City's cost and expense (including reasonable restocking or administrative fees charged by Avista). If equipment is not generating revenue, it will be returned to Avista or re deployed by the City on the terms and conditions set forth in the lease. At the end of the lease term, at Avista's option, the City will be required to remove and return the equipment to Avista at the City's cost and expense, less shipping; said shipping costs to be pre-approved by Avista or approval to use Avista's shipping account.

In consideration for said lease, the City will pay Avista the gross revenue billed to internet customers on a monthly basis (net 15), less the City's actual, documented direct costs incurred in connection with delivering the internet service (which shall not exceed 10% of gross revenue on a quarterly basis without written approval of Avista). For the avoidance of doubt, (i) the calculation of "gross revenue" shall not include any discounts or refunds (without authorization from Avista), and shall be net of any local, state, federal taxes or any regulatory or franchise fees on retail internet service, and (ii) the parties intend that (A) Avista shall be paid no less than 90% of the gross revenue described in this paragraph, as determined and trued up on a quarterly basis and (B) the City will be paid, on an annual basis, no more than necessary to recoup its direct costs and establish a reasonable reserve for future costs, which together shall not exceed 10% of gross revenue, in each case subject to applicable law. In the event the City is required by a final, non-appealable judgment of a court having jurisdiction to disgorge payments received pursuant to this arrangement, Avista shall be entitled to such amounts.

The terms of the City's service agreements for internet with its customers, including without limitation service pricing and install and disconnect fees, will be subject to the reasonable review and approval of Avista. The parties' anticipated initial pricing is set forth below under Paragraph 7 (Initial Pricing Tiers).

5. Roles of Avista and the City.

The principal documents will detail the roles and responsibilities of Avista and the City consistent with the RACI chart attached as Exhibit A.

6. Parts and Service Reference.

- 1. Avista Internet Service Meter Collar (AE-1000)
- 2. Avista Antenna (AE-1500)
- 3. Avista Directional Antenna (AE-2000)
- 4. Avista Fixed Wireless Network (AE-W100)
- 5. Avista Internet Backhaul (AE-B100)

Avista Edge and

The City of Bonners Ferry, Idaho

Internet Service Provider Technology and Services for the City of Bonners Ferry 07/21/2020

6. Avista Broadband Over Powerline (BPL) Gateway (AE-BPL100)

- 7. Avista In-home Router (Eero)
- 8. Avista In-home Beacon (Eero Beacon)
- 9. Avista Level 1 Customer Service (AE-CS100)
- 10. Avista Level 2 City Back Office Service (AE-CS200)
- 11. Avista Level 3 Network Tech Support (AE-CS300)
- 12. Avista Joint Use Service (AE-JS100) (Optional. To be governed by separate contract and is here for reference only.)

7. Initial Pricing Tiers.

Service Tier	Pricing
25/5 Residential	\$60/month
100/10 Residential	\$75/month
100/10 Business Class	\$95/month
City-Owned Property	\$[TBD]

8. Principal Documents.

Avista anticipates that the transactions contemplated by this term sheet will be governed by the following principal documents and agreements. The agreements will contemplate an initial term of service of three (3) years, subject to reasonable extension and renewal options.

After the date this term sheet is mutually executed by Avista and the City, the parties will cooperate to negotiate and finalize the principal documents and agreements:

- Master Services Agreement
- Master Lease Agreement
- AE-1000 et. al. Lease (Avista high speed fixed wireless Internet service meter collar and components)
- Avista Service Level Agreements
- Avista Retail Pricing
- Other agreements reasonably necessary to effectuate the transactions contemplated by the foregoing

Avista Edge and

The City of Bonners Ferry, Idaho

Internet Service Provider Technology and Services for the City of Bonners Ferry

07/21/2020

9. Additional ISP's Acknowledgment; Exclusivity.

• For a period of 60 days, the City agrees not to solicit offers from other parties of any kind related to the City providing ISP services. The City also agrees to inform Avista in writing in case the City is approached for any internet service transaction or participation in State or Federal funding for internet service. This Paragraph 9 shall not limit the City's ability to work with entities seeking to deliver ISP services that do not involve the City delivering such service.

10. Changes to Terms.

- The City and Avista recognize that, due to the unknown costs the City and Avista each may incur
 for the obligations laid out in the RACI, the pricing described under "Initial Pricing Tiers" may
 need to be reevaluated in the future on the terms and conditions set forth in the principal
 documents.
- The City and Avista agree that changes may be made to this term sheet as needed by mutual written agreement.

11. Publicity.

• Each party agrees that this term sheet is for a potential partnership between the City and Avista. It is being signed with the understanding that neither party will publicly announce this partnership, or its terms, including the name of the parties involved, consideration amount, or business to any third party without mutual consent of the parties, except where disclosure is required by law. Notwithstanding any other provision of this term sheet to the contrary, this provision titled "Publicity" shall be binding upon the parties to this term sheet and shall survive the termination hereof for a period of twenty-four (24) months.

12. Termination.

- Avista will prepare final documents and work with the City's legal counsel to present for City Council consideration no later than September 1st, 2020.
- Either party may terminate this agreement by a simple notice including email before the signing of the definitive agreements. No party is required to give the reasons for the same. The provisions under the paragraph heading "Publicity" shall survive the termination of this term sheet as provided therein.

13. Expiration Date.

These terms are valid until and will expire on September 1st, 2020.

Avista Edge and

The City of Bonners Ferry, Idaho

Internet Service Provider Technology and Services for the City of Bonners Ferry 07/21/2020

This term sheet is not a contract or a binding agreement but just an expression of a possible business

transaction between the City and Avista. No party will be bound for a transaction until and unless definitive agreements are executed by the parties to this transaction.

CITY OF BONNERS FERRY, IDAHO	AVISTA DEVELOPMENT, INC. (dba Avista Edge)
By:	By:
James R. Staples, Mayor	Mark W. Gustafson, Director

Attachments: Exhibit A

	City Admin	City Call Call Center	City Light Department	City Finance/Billing	City External Comms	City Mayor	City Council	Regional Economic Dev Director	Governor / Commerce / Broadband Office	Avista Edge BOD		oduct / Operations	Avista Edge VP HR/Legal	Avista Edge VP Business Development	Avista Edge Senior Network Engineer	Avista Edge Delivery Manager	Avista Edge CPE Engineer	Avista Edge CPE Manufacturer	Avista Edge Senior RF Planner	vista Edge R&D	Avista Edge Customer Service Manager	Avista Edge Marketing						
Avista Edge Meeting Requirements			Ţ								RACH	Break	kdow	'n									Wo	ork Estir	nates	(hrs / c	custom	ıer)
Prepare for Quarterly Executive Board Meeting		1	-							Α.	R	С	С	С	С	C	С	ε	С	C		С				mi		- b
Prepare for weekly Executive Meeting	С	С	С	c	C			c		1	Α	R	R	R	c		С	c	c	C	c	C			1			-i
Prepare for weekly / monthly / quarterly City Partner Meeting		c	c		Ċ	1	Ι	ı	1	71		c	à			c				c	C	c						ļ
Avista Edge Planning and Design		ļ			- 								ļ				<u> </u>		ļ	ļ			2					-
Radio Requirements / RF Survey	1 1	1	С	1	1						: T	Α	С	1	C	C	1	1	R		: c	- 1	3-1					
Make ready/construction	c	1	c	c		1	1	С			1	Α	c	c	c				С	С	c	i	***		1-7			
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Billing Integration	C	С		Α		1	1	1			Α	c	1	o j -		R					c	C			1	ļ		
City Level 1 / Level 2 support			-	<u> </u>																								
Customer Acquisition	А	С	С	С	С	С	1	С	1	1	1	С	1	Α	1		1				c	R	411		1-1	, min		
Customer Onboarding / Scheduling	ī	Α	R	С	1	1	ı	ı	ı		1	С	j	1		T	T	1			R	1	ami					
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Customer Support Level 2 (Meter Collar)	А	С	R	С	1	-1	1	1	1		1	С	1	1	- 1	1	c				R	1						1.
Billing / Collections	А	С	- 1	R	С	-1	1				- 1	1	1	1						: ···	C		Wil					
Customer Equipment Returns	Α	С	R	С	1											C				ļ	Ţ		31					
Avista Edge Level 3 support		-	ļ											}		÷		ļ	<u> </u>	ļ						mh		
Level 3 support	1	C	c	1	С	ı				; 1	С	Α	1	1	R	R	R	R	R	R	R	- 1						
Responsible			ļ	ļ	į						ļ	ļ	ļ	ļ									IJJ.	İ		iİ	<u>l</u>	.l

	City Admin	City Finance/Billing	City External Comms	City Mayor	City Council	Regional Economic Dev Director	Governor / Commerce / Broadband Office	Avista Edge BOD	Avista Edge CEO/CTO	Avista Edge VP Product / Operations	a Edge VP HF	Avista Edge VP Business Development	Avista Edge Senior Network Engineer	Avista Edge Delivery Manager	Avista Edge CPE Engineer	CPE Man	Avista Edge Senior RF Planner	vista Edge R&D	Avista Edge Marketing Avista Edge Customer Service Manager	1	от видения выправления в возвить в выправнительний в в в в в в в в в в в в в в в в в в в		
Those who do the work to achieve the task. There is typically one role with a participation type of <i>Responsible</i> , although others can be delegated to assist in the work required (see also <i>RASCI</i> below for separately identifying those who participate in a supporting role).																							
Accountable (also Approver or final Approving authority) Those who are ultimately accountable for the correct and thorough completion of the deliverable or task, and the one to whom Responsible is accountable. In other words, an Accountable must sign off (Approve)																							
on work that <i>Responsible</i> provides. There must be only one <i>Accountable</i> specified for each task or deliverable. Consulted Those whose opinions are sought; and with whom there is two-way		 				ļ																	
communication. Informed Those who are kept up-to-date on progress, often only on completion of the task or deliverable; and with whom there is just one-way communication.		 1																					

Governor / Commerce / Broadband Office Avista Edge VP Business Development Avista Edge Customer Service Manager Avista Edge VP Product / Operations Avista Edge Senior Network Engineer Regional Economic Dev Director Avista Edge CPE Manufacturer Avista Edge Senior RF Planner Avista Edge Delivery Manager Avista Edge CPE Engineer Avista Edge VP HR/Legal Avista Edge CEO/CTO City Light Department City Call Call Center Avista Edge Marketing City External Comms City Finance/Billing Avista Edge BOD Avista Edge R&D City Mayor City Council City Admin

Very often the role that is Accountable for a task or deliverable may also be Responsible for completing it (indicated on the matrix by the task or deliverable having a role Accountable for it, but no role Responsible for its completion, i.e. it is implied). Outside of this exception, it is generally recommended that each role in the project or process for each task receive, at most, just one of the participation types. Where more than one participation type is shown, this generally implies that participation has not yet been fully resolved, which can impede the value of this technique in clarifying the participation of each role on each task.

			Bonners Ferry City	Revenue			Bonners	Ferry City Costs	
								Includes M&O	.,
								2.5	
							\$35	90 minutes per collar	\$75
			\$150	75		Monthly Hours	Hourly Rate	Monthly Hours	Hourly Rate
Month	Number of Customers	Cumulative Total	Hook up Fee	Monthly Fee 10%	Cumulative Revenue	Billing Department	Billing Department	Electrical Department	Electrical Department
11/30/2020	20	20	\$3,000	\$150.00	\$3,150	25	\$875	50	\$3,750.00
12/31/2020	20	40	\$3,000	\$300.00	\$6,450	10	\$350	50	\$3,750.00
1/31/2021	20	60	\$3,000	\$450.00	\$9,900	10	\$350	50	\$3,750.00
2/28/2021	20	80	\$3,000	\$600.00	\$13,500	10	\$350	50	\$3,750.00
3/31/2021	20	100	\$3,000	\$750.00	\$17,250	10	\$350	50	\$3,750.00
4/30/2021	20	120	\$3,000	\$900.00	\$21,150	10	\$350	50	\$3,750.00
5/31/2021	20	140	\$3,000	\$1,050.00	\$25,200	10	\$350	50	\$3,750.00
6/30/2021	20	160	\$3,000	\$1,200.00	\$29,400	10	\$350	50	\$3,750.00
7/31/2021	20	180	\$3,000	\$1,350.00	\$33,750	10	\$350	50	\$3,750.00
8/31/2021	20	200	\$3,000	\$1,500.00	\$38,250	10	\$350	50	\$3,750.00
9/30/2021	20	220	\$3,000	\$1,650.00	\$42,900	10	\$350	50	\$3,750.00
10/31/2021	20	240	\$3,000	\$1,800.00	\$47,700	10	\$350	50	\$3,750.00
11/30/2021	20	260	\$3,000	\$1,950.00	\$52,650	10	\$350	50	\$3,750.00
12/31/2021	20	280	\$3,000	\$2,100.00	\$57,750	10	\$350	50	\$3,750.00
1/31/2022	20	300	\$3,000	\$2,250.00	\$63,000	10	\$350	50	\$3,750.00
2/28/2022	20	320	\$3,000	\$2,400.00	\$68,400	10	\$350	50	\$3,750.00
3/31/2022	20	340	\$3,000	\$2,550.00	\$73,950	10	\$350	50	\$3,750.00
4/30/2022	20	360	\$3,000	\$2,700.00	\$79,650	10	\$350	S0	\$3,750.00
5/31/2022	20	380	\$3,000	\$2,850.00	\$85,500	10	\$350	50	\$3,750.00
6/30/2022	20	400	\$3,000	\$3,000.00	\$91,500	10	\$350	50	\$3,750.00
7/31/2022	10	410	\$1,500	\$3,075.00	\$96,075	10	\$350	25	\$1,875.00
8/31/2022	10	420	\$1,500	\$3,150.00	\$100,725	10	\$350	25	\$1,875.00
9/30/2022	5	425	\$750	\$3,187.50	\$104,663	10	\$350	12.5	\$937.50
10/31/2022	5	430	\$750	\$3,225.00	\$108,638	10	\$350	12.5	\$937.50
11/30/2022	5	435	\$750	\$3,262.50	\$112,650	10	\$350	12.5	\$937.50
12/31/2022	5	440	\$750	\$3,300.00	\$116,700	10	\$350	12.5	\$937.50
1/31/2023	5	445	\$750	\$3,337.50	\$120,788	10	\$350	12.5	\$937.50
2/28/2023	5	450	\$750	\$3,375.00	\$124,913	10	\$350	12.5	\$937.50
3/31/2023	5	455	\$750	\$3,412.50	\$129,075	10	\$350	12.5	\$937.50
4/30/2023	5	460	\$750	\$3,450.00	\$133,275	10	\$350	12.5	\$937.50
5/31/2023	5	465	\$750	\$3,487.50	\$137,513	10	\$350	12.5	\$937.50
6/30/2023	5	470	\$750	\$3,525.00	\$141,788	10	\$350	12.5	\$937.50
7/31/2023	5	475	\$750	\$3,562.50	\$146,100	10	\$350	12.5	\$937.50
8/31/2023	5	480	\$750	\$3,600.00	\$150,450	10	\$350	12.5	\$937.50
9/30/2023	5	485	\$750	\$3,637.50	\$154,838	10	\$350	12.5	\$937.50
10/31/2023	5	490	\$750	\$3,675.00	\$159,263	10	\$350	12.5	\$937.50
11/30/2023	5	495	\$750	\$3,712.50	\$163,725	10	\$350	12.5	\$937.50
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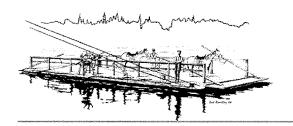
12/31/2023	5	500	\$750	\$3,750.00 \$168,225	10	\$350	12.5	\$937.50
1/31/2024	0	500	\$0	\$3,750.00 \$171,975	10	\$350	0	\$0.00
2/29/2024	0	500	\$0	\$3,750.00 \$175,725	10	\$350	0	\$0.00
3/31/2024	0	500	\$0	\$3,750.00 \$179,475	10	\$350	0	\$0.00
4/30/2024	0	500	\$0	\$3,750.00 \$183,225	10	\$350	0	\$0.00
5/31/2024	0	500	\$0	\$3,750.00 \$186,975	10	\$350	0	\$0.00
6/30/2024	0	500	\$0	\$3,750.00 \$190,725	10	\$350	0	\$0.00
7/31/2024	0	500	\$0	\$3,750.00 \$194,475	10	\$350	0	\$0.00
8/31/2024	0	500	\$0	\$3,750.00 \$198,225	10	\$350	0	\$0.00
Total	500	\$	75,000.00 \$	93,225.00	\$	13,825.00	\$	93,750.00

1000 50.00% Acceptance Rate

		City	75		
	Difference	monthly income	Avist	Edge Revenue	
Cumulative Costs				Α	vista net rev
\$4,625.00	(\$1,475.00)	(\$1,475.00)	\$1,500.00	\$150.00	\$1,350.00
\$8,725.00	(\$2,275.00)	(\$800.00)	\$3,000.00	\$300.00	\$2,700.00
\$12,825.00	(\$2,925.00)	(\$650.00)	\$4,500.00	\$450.00	\$4,050.00
\$16,925.00	(\$3,425.00)	(\$500.00)	\$6,000.00	\$600.00	\$5,400.00
\$21,025.00	(\$3,775.Ca))	(96.0382)	\$7,500.00	\$750.00	\$6,750.00
\$25,125.00	(\$3,975.00)	(\$200.00)	\$9,000.00	\$900.00	\$8,100.00
\$29,225.00	(54,075.00)	(\$50.00)	\$10,500.00	\$1,050.00	\$9,450.00
\$33,325.00	(53,925 00)	\$100.00	\$12,000.00	\$1,200.00	\$10,800.00
\$37,425.00	(\$3.675.00)	\$250.00	\$13,500.00	\$1,350.00	\$12,150.00
\$41,525.00	(\$3,275,00)	\$400.00	\$15,000.00	\$1,500.00	\$13,500.00
\$45,625.00	(\$2,725.00)	\$550.00	\$16,500.00	\$1,650.00	\$14,850.00
\$49,725.00	(\$2,025.00)	\$700.00	\$18,000.00	\$1,800.00	\$16,200.00
\$53,825.00	(\$1,175.00)	\$850.00	\$19,500.00	\$1,950.00	\$17,550.00
\$57,925.00	(5.175-00)	\$1,000.00	\$21,000.00	\$2,100.00	\$18,900.00
\$62,025.00	\$975.00	\$1,150.00	\$22,500.00	\$2,250.00	\$20,250.00
\$66,125.00	\$2,275.00	\$1,300.00	\$24,000.00	\$2,400.00	\$21,600.00
\$70,225.00	\$3,725.00	\$1,450.00	\$25,500.00	\$2,550.00	\$22,950.00
\$74,325.00	\$5,325.00	\$1,600.00	\$27,000.00	\$2,700.00	\$24,300.00
\$78,425.00	\$7,075.00	\$1,750.00	\$28,500.00	\$2,850,00	\$25,650.00
\$82,525.00	\$8,975.00	\$1,900.00	\$30,000.00	\$3,000.00	\$27,000.00
\$84,750.00	\$11,325.00	\$2,350.00	\$30,750.00	\$3,075.00	\$27,675.00
\$86,975.00	\$13,750.00	\$2,425.00	\$31,500.00	\$3,150.00	\$28,350.00
\$88,262.50	\$16,400.00	\$2,650.00	\$31,875.00	\$3,187.50	\$28,687.50
\$89,550.00	\$19,087.50	\$2,687.50	\$32,250.00	\$3,225.00	\$29,025.00
\$90,837.50	\$21,812.50	\$2,725.00	\$32,625.00	\$3,262.50	\$29,362.50
\$92,125.00	\$24,575.00	\$2,762.50	\$33,000.00	\$3,300.00	\$29,700.00
\$93,412.50	\$27,375.00	\$2,800.00	\$33,375.00	\$3,337.50	\$30,037.50
\$94,700.00	\$30,212.50	\$2,837.50	\$33,750.00	\$3,375.00	\$30,375.00
\$95,987.50	\$33,087.50	\$2,875.00	\$34,125.00	\$3,412.50	\$30,712.50
\$97,275.00	\$36,000.00	\$2,912.50	\$34,500.00	\$3,450.00	\$31,050.00
\$98,562.50	\$38,950.00	\$2,950.00	\$34,875.00	\$3,487.50	\$31,387,50
\$99,850.00	\$41,937.50	\$2,987.50	\$35,250.00	\$3,525.00	\$31,725.00
\$101,137.50	\$44,962.50	\$3,025.00	\$35,625.00	\$3,562.50	\$32,062.50
\$102,425.00	\$48,025.00	\$3,062.50	\$36,000.00	\$3,600.00	\$32,400.00
\$103,712.50	\$51,125.00	\$3,100.00	\$36,375.00	\$3,637.50	\$32,737.50
\$105,000.00	\$54,262.50	\$3,137.50	\$36,750.00	\$3,675.00	\$33,075.00
\$106,287.50	\$57,437.50	\$3,175.00	\$37,125.00	\$3,712.50	\$33,412.50

\$107,575.00	\$60,650.00	\$3,212.50	\$37,500.00	\$3,750.00	\$33,750.00
\$107,925.00	\$64,050.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$108,275.00	\$67,450.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$108,625.00	\$70,850.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$108,975.00	\$74,250.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$109,325.00	\$77,650.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$109,675.00	\$81,050.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$110,025.00	\$84,450.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
\$110,375.00	\$87,850.00	\$3,400.00	\$37,500.00	\$3,750.00	\$33,750.00
					\$839,025.00
•		\$87,850.00	\$932,250.00	\$93,225.00	\$ 839,025.00
					*

\$2,000,000 12% 3 years \$ 720,000.00



CITY OF BONNERS FERRY

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

TO:

Mayor and City Council

FROM:

Lisa Ailport, City Administrator

LMA

DATE:

July 16, 2020

RE:

Street Names

At the July 7th Council meeting, Council requested that Staff hold a survey online through our social media page asking for suggestions on the new street name. A survey was prepared through Survey Monkey and shared on our social media page. The Bonners Ferry Herald picked up on the post and reposted on their page as well.

As a result of the survey there was support for the name of Selkirk Street, more so than any of the other suggested names by staff. Additionally, the following streets were suggested more than once:

Lucero Street
Sims Street
Trump Street
Ethan Martin or Martin Street
Sturgeon Street
Valley View

Staff contact Stuart Hills, through their representative Clarence Ansley, about the road name and they suggested the name Foust Street. Mr. Ansley wrote: "Considering the long standing relationship with city, employment opportunities and overall positive affects the Foust family has had in Bonners Ferry for multiple generations my one and only recommendation would be Foust St."

The following names were listed once:

John Deer St.

Golden Eagle St.

Ferry St.

Kent St.

Overlook St.

Freedom Way

Coolidge St.

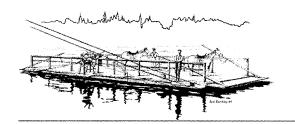
Davis St.

Hoover St.

Grayson St.

Black Rifle Blvd.

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator LMA

DATE: July 16, 2020

RE: TowerPoint Acquisition, LLC Proposal

TowerPoint Acquisition, LLC recently contacted the City to look at making an offer to acquire the lease that we hold with American Towers for the cell tower site located just south of the city yard. According to TowerPoint's website, they are a telecommunications infrastructure and real estate investment company operating throughout North America.

"We are the industry's longest standing cell tower lease acquisition company and we continue to be a leading provider of capital and liquidity to cell tower site owners across the United States." [From TowerPoint's website https://towerpoint.com/]

The existing 20-year contract through American Tower is set to expire in January of 2025. The lease payment each year is determined by a 3% escalation of the previous year's rates. Since inception the city has received \$142,316.42.

TowerPoint Acquisition, LLC has made an offer to purchase the leased area from us for an amount of \$180,000 paid over a 10 year period with yearly installments of 18,000.00 respectively in exchange for a 99 year lease on the property.

This means TowerPoint would assume the lease agreement with American Towers for up to the point at which the tower is removed or 99 years, whichever is greater.

The American Towers lease is up in 5 years and last year American Towers sought to renegotiate the terms of the agreement in an effort to gain more years on the lease and reduce monthly payment *or* make a lump sum payment to the city for a full exclusive lease. Working with the City Attorney we attempted to negotiate the same terms as we are under now and correct some language in the contract to bring us into alignment with the Idaho State Constitution, but ultimately did not reach the point of consensus on those terms to be able to come to council with it.

Presuming we are able to keep our existing lease with American Towers for another 20 years (2040) on the same terms as we have now, when extrapolated out the amount the city could receive would be an estimated amount of \$321,674.46. Five of these years are

guaranteed under our existing contract, which amounts to \$59,554.49 (See table below).

Year	Am	erican Towers	TowerPoint	Summary
2020	\$	11,217.36	18,000.00	Guaranteed
2021	\$	11,553.88	18,000.00	Guaranteed
2022	\$	11,900.50	18,000.00	Guaranteed
2023	\$	12,257.51	18,000.00	Guaranteed
2024	\$	12,625.24	18,000.00	Guaranteed
2025	\$	13,003.99	18,000.00	
2026	\$	13,394.11	18,000.00	
2027	\$	13,795.94	18,000.00	
2028	\$	14,209.82	18,000.00	
2029	\$	14,636.11	18,000.00	
2030	\$	15,075.19		
2031	\$	15,527.45		
2032	\$	15,993.27		
2033	\$	16,473.07		
2034	\$	16,967.26		
2035	\$	17,476.28		
2036	\$	18,000.57		
2037	\$	18,540.59		
2038	\$	19,096.80		
2039	\$	19,669.71		
2040	\$	20,259.80		
2041	\$	20,867.59		
2042	\$	21,493.62		
2043	\$	22,138.43		
2044	\$	22,802.58		
2045	\$	23,486.66		
2020-2029	\$	128,594.46	\$180,000.00	\$51,405.54
2021-2024	\$	59,554.49		-
2020-2040	\$	321,674.46	\$180,000.00	(\$141,674.46)

When comparing American Towers lease agreement for the next 10 years (assuming the contract continues after 2025 on the same terms as we have today), the city will receive \$143,669.66 to TowerPoints \$180,000.00 offer. However, if we look out farther to the year 2040, assuming the same terms with American Towers, the city will receive \$321,674.46, a loss of \$141,674.46.

A couple of unknowns at this point are whether we can successfully negotiate terms similar to what we have now with American Towers for another 20 years. Also, we don't know if technology will change in the future making cell towers obsolete. Considering the above and the unknowns presented, staff is seeking guidance from Council on whether to consider the offer by TowerPoint to sell our existing lease? If so, staff would need a motion and direction to move forward.

Please let me know if you have any questions.

Thank you.



June 24, 2020

City of Bonners Ferry ID ("Landlord") PO Box 149 Bonners Ferry, ID 83805-0149

Re: Letter of Intent to Purchase Interest in Wireless Site ("LOI")

Dear,

In consideration of ten dollars (\$10), the receipt and sufficiency of which is hereby acknowledged, your signature below grants to TowerPoint Acquisitions, LLC and its successors and assigns (including its asset holding company TPA IV, LLC) ("TowerPoint") exclusivity to purchase your interest in the Lease(s)("Lease(s)" as further described in Exhibit A) through an assignment of the Lease and the grant of an underlying telecommunications easement pursuant to the terms herein (the "Transaction"). TowerPoint may close on the Transaction no later than fourteen (14) days after the following closing contingencies are met: (1) receipt of the due diligence items listed in Exhibit B; (2) receipt of a title commitment from TitleVest Agency, LLC (a subsidiary of First American Title Insurance Company) as the escrow/closing agent (the "Escrow Agent") showing title clear of any liens, encumbrances, outstanding taxes which are otherwise due and payable, or other unsatisfied title closing requirements necessary for an insured closing with marketable title; (3) your approval of the Easement Agreement in a mutually agreeable form; (4) proper documentation of the Lease and rents, including your affirmation that you have not received any written or verbal notice of termination, modification or other correspondence from the tenant related to the Lease; (5) compliance with any tenant right of first refusal or consent requirement, if applicable, related to Landlord's assignment of the Lease; and (6) TowerPoint's desktop environmental database search returns a determination of "Low" or "Moderate" risk ("Closing Contingencies"). The basic terms of the transaction are as follows:

and the following section is a second section of the section of the second section of the section of the second section of the section of t	Purchase Summary
PURCHASE PRICE	\$180,000.00 paid in 10 installment payments with TowerPoint paying \$18,000.00 of the Purchase Price at closing and
PURCHASE PRICE	9 additional installments of \$18,000.00 annually thereafter.
LEGAL STRUCTURE	Telecommunications Easement
TERM LENGTH	for a term of ninety-nine (99) years
REVENUE SHARING	TowerPoint Site Management Agreement: 50% in favor of the Landlord

- Purchase Price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.
- TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees.

TowerPoint pays for due diligence costs, the title insurance policy, and standard closing costs. Each party bears its own legal expenses. Landlord pays transfer/stamp or other tax (if any) and recording fees. Purchase price shall be pro-rated at closing based on interim monthly or annual rent payments and a rent check redirection period of the two (2) months following closing. Landlord shall retain rent checks for pro-rated periods and during the redirection period.

From the date you execute this LOI through the date which is thirty (30) days from the date the Closing Contingencies are met, you agree not to directly or indirectly solicit, initiate or participate in any discussions or negotiations with, or encourage or respond to any inquiries or proposals by, any persons, company or group other than TowerPoint concerning your Lease. You agree to promptly notify TowerPoint if any person, company or group seeks to initiate any discussions regarding your Lease. You further agree to work in good faith with TowerPoint to close this Transaction. This LOI is intended as and shall be a legally binding commitment for you to sell your Lease. The terms of this LOI are confidential and may not be disclosed without the prior written consent of TowerPoint, except to professionals engaged to evaluate and conduct the Transaction on your behalf. You acknowledge that TowerPoint has given you no tax or legal advice in evaluating the Transaction.

To the extent the terms of this LOI represent an offer by TowerPoint, the terms herein are subject to change by TowerPoint after July 25, 2020 if this LOI is not mutually executed. TowerPoint reserves the right to change the terms of this LOI following expiration.

Sincerely, TowerPoint Acquisitions, LLC	Accepted and Agreed: City of Bonners Ferry ID	
Jesse M. Wellner, Chief Executive Officer June 24, 2020	Landlord's Signature	Date
	Print Name:	
	Title:	



Exhibit A

Site Location and Lease Terms

Site Location: 6382 Hoover St, Bonners Ferry, ID 83860

Wireless Tenants	Current Rent	Rent Payment Frequency	Escalation (CPI, % or \$)	Escalation Frequency	Date of Next Escalation
AMT	\$934.78	Monthly	3%	Annual	March 1, 2021

Pricing is based on the Lease Terms above and is subject to confirmatory due diligence of the Lease Terms.

Initial Here:



Exhibit B

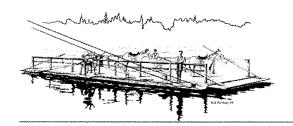
Required Due Diligence Items

- 1. Executed Lease including any and all Amendments thereto (as well as any lease commencement letters, notices, or other correspondence regarding the Lease)
- 2. Proof of Rent Payments under the Lease (minimum of 3 months received in the last 6 months); e.g.: copies of rent checks/stubs and/or direct deposit statements.
- 3. Landlord Request for Information (RFI): Completed and executed including social security numbers for individuals with 20% or greater ownership positions in the entity which owns the property.
- 4. Landlord's comments or Landlord's counsel's comments, if any, to the Easement Agreement ("Easement") to be provided under separate cover (to be finalized in a mutually agreeable Easement) or return the Easement with each page initialed showing approval of the form Easement.
- 5. If an existing mortgage is in place on the property: A Mortgage Statement and Lender contact information for obtaining a non-disturbance agreement from Lender (required only if the property is encumbered by a Mortgage, Deed of Trust, Line of Credit or similar instrument).
- 6. Legal entity organizational documents (including any Amendments thereto) showing proof of authority, as applicable below, for all entities owning an interest in the Property:

Corporation	LLC	General Partnership	Limited Partnership	Condominium Association	Cooperative Corporation (i.e.: Housing Co-op)	Trust
Articles of Incorporation	Articles of Organization	Certificate of Partnership	Certificate of Limited Partnership	Condominium Declaration	Articles of Incorporation	Trust Agreement
Signed Corporate Bylaws	Signed Operating Agreement	Signed General Partnership Agreement	Signed Limited Partnership Agreement	Signed Condominium Bylaws	Signed Corporate Bylaws	Certificate of Trust

Within 10 days of signing this LOI, I agree to provide to TowerPoint the Required Due Diligence Items listed above to facilitate a timely close under the terms of this LOI.

Initial Here:



CITY OF BONNERS FERRY

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

TO:

Mayor and City Council

FROM:

Lisa Ailport, City Administrator

LMA

DATE:

July 17, 2020

RE:

Century West Engineer- Request to design Garden Lane Extension

In 2019 the City applied for an LRHIP grant through the Local Highway Technical Assistance Council (LHTAC) and received a \$100,000.00 to construct Garden Lane from its terminus at Garden Lane Court to Fry Street.

In late 2019 we hired Glahe and Associates to survey the area to allow for construction design to occur. Since then we have not had the bandwidth within our existing staff to complete this project. In late January, I sought a 1 year extension with LHTAC to allow us an opportunity to look for help with the design of this street.

Of particular concern are where Garden Lane and Garden Court come together, the right of way and design need to be compatible with the constraints this area proposes (see screen shot below). Both roads need to tie in together and we know this area will be challenging.



We are asking Council to consider the attached scope of service to have Century West Engineering assist the city with designing this street and connection. The total cost of the design is estimated at \$26,000 and working with Century West they are willing to allow us to pay for this cost over two fiscal years.

I have worked with the Clerk to cover the cost over the two fiscal years and still be balanced in the budget. Prior to the meeting with Council I will work with the Clerk to get current actual and current budgeted numbers for the 2021 fiscal year.

If approved, we are asking Council to authorize the Mayor to sign the Professional Service Agreement with Century West Engineering in the estimated amount of \$26,000.00 to be billed over the two fiscal years.

In the mean time, if anyone on Council has any questions, please feel free to contact me about them.

Thank you.

PROFESSIONAL SERVICES AGREEMENT

AGREEMENT made between The City of Bonners Ferry Governmental Entity, a political subdivision of the state of Idaho, herein "ENTITY" and, Century West Engineering herein "CONTRACTOR".

The parties agree as follows:

- 1. <u>SCOPE OF WORK</u>: ENTITY engages CONTRACTOR to perform the work associated with the attached exhibit A.
- 2. <u>PAYMENT</u>: ENTITY agrees to pay CONTRACTOR for his services rendered under this Agreement in an amount not to exceed the lump sum of \$26,000.00 dollars, as dictated by the Bonners Ferry City Council and communicated to the CONTRACTOR. The parties agree that CONTRACTOR will invoice ENTITY for payment under this Agreement for services rendered herein.
- 3. <u>RIGHT OF CONTROL</u>: CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.
- 4. <u>INDEPENDENT CONTRACTOR RELATIONSHIP</u>: CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.
- 5. <u>FEDERAL</u>, STATE, AND LOCAL PAYROLL TAXES: Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.
- 6. <u>LICENSES AND LAW</u>: CONTRACTOR represents that he possess the skill and experience necessary and all licenses required to perform the services under this agreement. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.
- 7. <u>FRINGE BENEFITS</u>: Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.

- 8. <u>WORKER'S COMPENSATION</u>: CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or shall provide proof that such worker's compensation insurance is not required under the circumstances.
- 9. <u>EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES</u>: CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.
- 10. <u>EFFECTIVE DATE</u>: This contract will run from the date at which it is signed by both parties until such time as the services are deemed no longer needed by the Mayor and Council or contract fulfillment is reached.
- 11. <u>WARRANTY</u>: CONTRACTOR warrants that all materials and goods supplied under this Agreement shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
- 12. <u>INDEMNIFICATION</u>: CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.
 - 13. <u>WAIVER OF CLAIMS</u>: CONTRACTOR, by signature of this document does hereby waive any rights to any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts up to \$1,000,000 against the ENTITY.
 - 14. <u>NONWAIVER</u>: Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
 - 15. <u>CHOICE OF LAW</u>: Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the state of Idaho.
 - 16. <u>ENTIRE AGREEMENT</u>: This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.
 - 17. <u>SEVERABILITY</u>: If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.
 - 18. <u>ATTORNEY FEES</u>: Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this	day of	, 2020.
ENTITY:		CONTRACTOR:
T ((T) 1		By Carl
James R. "Dick	"Staples, Mayor	Owner

and Negligent

ATTEST:	
Christine McNair, Clerk	

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

Exhibit A

Century West Engineering Scope of Service

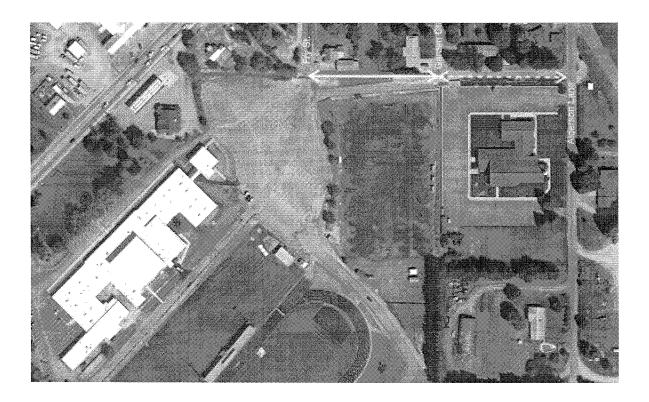


EXHIBIT A CENTURY WEST ENGINEERING SCOPE OF SERVICES

PROJECT UNDERSTANDING

The City of Bonners Ferry has initiated a project to provide an off-highway connection between Fry Street and Garden Court. A recent transportation planning effort identified the opportunity to improve Garden Lane for use by motorists, bicyclists and pedestrians between Garden Court and Fry Street to open an alternate access between the schools and the homes on the east side of US-95. A Local Rural Highway Investment Program (LHRIP) grant was awarded to the City by the Local Highway Technical Assistance Council with construction to be completed in 2021. The grant will help fund construction and construction administration for the extension of Garden Lane from Garden Court to Fry Street.

The City would like to develop a plan and roadway cross-section that will fit within the 50' right-of-way that has been provided by the school district and maintain the existing stormwater drainage patterns. In addition, the City would like the concept plans to review the opportunity to improve vehicle connectivity and pedestrian facilities between Garden Court and Alderson Lane (County Rd 21-6).



The City has contracted with Glahe & Associates to collect topographic survey data for right-of-way area on the school property. The survey information will be made available for design purposes.

The scope of services for this agreement are intended to cover the following services:

May 28, 2020 Page 1



TASK 1: PROJECT MANAGEMENT

This task includes the management of the project team. The project team is comprised of members of Century West Engineering.

1. 1 Administration

- a. Maintain project records, budgets, and communications related to the scope of work for the duration of the project.
- b. Provide monthly updates to the City to review status of tasks, schedule and budget.

1. 2 Meetings

- a. Kickoff Meeting: The project team shall take part in an initial kickoff meeting with City staff to delineate scope, schedule, and budget constraints.
- b. <u>Project Coordination</u>: Consultant will coordinate meetings with the Owner to review corridor concepts and assist with outreach to neighboring properties and stakeholders, as needed. The budget will support attendance for up to three (3) 1 hour meetings and two site visits if necessary.

TASK 2: INITIAL DATA COLLECTION AND BOUNDARY SURVEY

The City will provide the boundary survey, topographic survey and survey control information for design purposes. Survey data collection is not a part of the Consultant's scope of work.

Task 3: SUPPLEMENTAL DATA COLLECTION AND CONCEPTUAL DESIGN

Consultant will rely upon the topographic survey and right-of-way information provided by the City as a basis for the design. Additional topographic survey data between Garden Court and Alderson Ln (County Rd 21-6) will be provided by the City.

3. 1 Topographic Survey Verification and Base File Setup

Consultant will review the topographic survey completed by the surveyor to compile an initial AutoCAD base map. Part of the verification process will include a review of the above-grade features and any 'one-call' locates obtained by the project surveyor as a quality control measure. Consultant assumes the following:

- a. Public and/or franchise utility as-built information will be provided during the "one-call" utility locate process completed by the Surveyor and any on-site utility as-built information will be provided by the Owner.
- b. Verification of underground public utility lines will be from above ground field survey information (visible utility appurtenances, public utility paint marks, etc.) and provided as-built information. Consultant will not physically locate underground utility lines.

3. 2 Concept Design Drawings

The consultant will develop no more than 3 concept alternatives for Garden Lane between Fry Street and Alderson Lane (County Rd 21-6). The concept alternatives will consider the elements provided in the City's Transportation Plan and the recent Wilson to Solomon Corridor layout. Each concept alternative will include schematic layouts and cost estimates for consideration by the City.

3. 3 Right-of-way or Easement Acquisition

If additional right-of-way or easements are required to accommodate the preferred alternative, the City will provide or perform acquisition services. Right-of-way or easements acquisition is not a part of the Consultant's scope of work.

May 28, 2020 Page 2



Task 4: PLANS, SPECIFICATIONS AND ESTIMATES (PS&E)

A single concept will be selected upon which the remaining design shall be based.

4. 1 Preliminary PS&E

The Consultant will provide two sets of preliminary plans, specifications and estimates for roadway improvements and multimodal facilities between Alderson Lane (County Rd 21-6) and Fry Street. The design plans will be developed for each block so that they can be bid as one project or easily separated so that construction could accommodate a two bid alternates. The preliminary PS&E will include:

- a. Plan and profile for the roadway improvements and pathway layouts.
- b. Cross-section of the roadway corridor and pavement sections for roadway construction.
- c. Establishment of horizontal and vertical layout of the roadway, pathway and finished grade surface elevations.
- d. Stormwater drainage collection and distribution design.
- e. Bidding and contract requirements that generally follow the Idaho Standards for Public Works Construction (ISPWC) standard format.
- f. Technical Specifications that utilize ISPWC standards.
- g. Plan sets that are 11"x17" format.

If a phased approach requires that the two projects are bid separately then a contract addendum will be negotiated to accommodate the necessary changes to the bid advertisement, bid documents and adjustments to the plan sheets.

4. 2 Final Design

Upon receipt of comments from the City of Bonners Ferry, the Consultant will update and prepare final bidding documents. These shall include final plans, specifications, and cost estimates.

Task 5: ADVERTISE, BID AND AWARD

The consultant will prepare the Advertisement for Bids and provide and electronic copy to the City. The City shall make arrangement to place the ad in the paper of record. In addition, the consultant will:

- a. Provide documents to prospective bidders and plan centers.
- b. Respond to bidders' inquiries, issue clarifications and/or prepare addendums as required.
- c. Attend bid opening, evaluate bids, prepare bid tabulation and recommend award of construction contract.

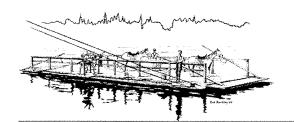
FEES

The fees for the Scope of Services above will be Lump Sum at a not-to-exceed amount of \$26,000.

Additional services requested and approved by the Owner not included within this Scope of Services will be negotiated as a Contract Addendum as agreed upon. Examples of work that is not included in the scope of service described above include:

- a. Traffic studies.
- b. Supplemental topographic or right-of-way data collection.
- c. Geotechnical investigations and reports.
- d. Construction administration and observation services.

May 28, 2020 Page 3



CITY OF BONNERS FERRY

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

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator LMA

DATE: July 17, 2020

RE: City Pool 2020 Season

The city pool generally shuts down in mid August due to guard availability. Typically this is due to guards who leave for college, who participate in the county fair or start school sports in the late summer. As a result of the loss of guards we don't have enough certified employees to safely operate the pool, therefore we close.

Normally, August is the warmest month of the year, so closing the pool down during this time is a community drawback and the public objects to this each season. As a result, staff is always looking for an option for keeping the pool open until around the first week of September.

We have been approached by someone who has their lifeguarding certificate who recently moved to our area and is interested is helping to keep the pool open. We are also working with our guards to see if there is enough interest from the existing guards to keep the pool open.

The question to Council is whether we should continue down this path to keep the pool open for an additional three weeks, until around September 5th. We would look to keep the pool hours on reduced hours, similar to our weekend hours. This means we would open at 12:30 for lap swim, 1:30 for Open Swim and 5:30-6:30 for family swim. Outside of the additional employment costs, there will be additional costs with operating the pool which I have provided in the table below:

The table is based on staying open an additional 21 days, until Saturday, September 5th.

Additional Labor	Product	Utility
\$9.50/Hr for 7 Hours each	Additional Chlorine and	Heating = \sim \$1,300.00/Month
day = \$66.50 Per day/	other chemical costs	Water= $\pm 1,000.00$
Employee or about		=\$2,300.00 / 30 = \$76.60/day
\$300/day		_
21 days @\$300 = \$6,300.00	\$500.00	=21 days @\$76.66= \$1,610.00
Total:		±\$8,400.00

Christine will provide a copy of the current financials for the pool with this memo. Please let me know if there is anything additional we can provide.

07/17/20 10:42:45

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Page: 1 of 1 Report ID: B240B

For the Year: 2020 - 2021

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	enditure	Ē

Account Object	16-17	Actuals 17-18	als	19-20	Current Budget 19-20	8% Exp. 19-20	Prelim. Budget 20-21	Budget Changes 20-21	Final Budget 20-21	% Old Budget 20-21
1000 GENERAL										
462000 Swimming Pool										
100 Waqes Only	27,223	18,424	35,461	11,367	37,760	30%	37,760		37,760	
101 Overtime Wages	2,335	895	2,978	96	1,000	10%	1,000		1,000	100%
	630	577	733		500				0	%0
130 Compensated Leave					0					%
	2,291	1,518	2,981	872	2,300	38%	2,300		2,300	
150 Retirement	621	338	821	276	500		500		50(
	1,144	1,199	1,102	1,102	1,500		1,150		1,150	77%
	1,314	468	1,534	451	1,500		1,575		1,575	
	10,488	8,828	6,789	8,322	10,000		8,000		8,000	
					0				0	
	2,328	1,346	17,539	382	1,200					%0
	9,783	6,022	8,334	5,002	7,000		8,000		8,000	
-	1,075	1,088	1,313	570	750		750		75(100%
_	543	634	678	868	750	120%	925		926	
900 Capital Outlay						%			0	
Account:	59,775	41,337	80,263	29,340	64,760	45	61,960	0	61,960	e 90 %
Fund:	59,775	41,337	80,263	29,340	64,760	45%	61,960	0	61,960	- 00 % %
Grand Total:	59,775	41,337	80,263	29,340	64,760	0	61,960	0	61,960	

CITY OF BONNERS FERRY Revenue Budget Report MultiYear Actuals For the Year: 2020 - 2021 Current 16-17 17-18 18-19 19-20 19-20
10,670 10,190 5,274 4,257
15,944 14,447
15,944 14,447
15,944 14,447