

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. 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
Bonnors Ferry City Hall
7232 Main Street
267-3105
July 7, 2020
6:00 pm

PLEDGE OF ALLEGIANCE

GUESTS Courtney Frost - Presentation Regarding the High 5 Community Transformation Grant

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 June 16, 2020 Council meeting minutes, June 23, 2020 Special Council meeting minutes

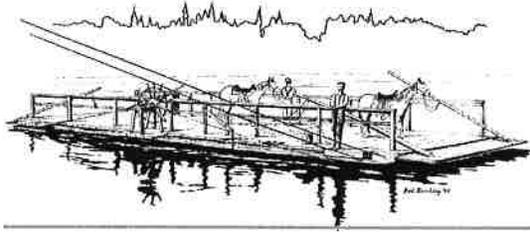
OLD BUSINESS

4. Electric/Water/Sewer – Discuss Consumer Price Index Regarding Rate Increases (attachment) {action item}

NEW BUSINESS

5. City – Rich Beck Regarding Abandon Properties in the City Limits {action item}
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}
7. Golf – Discuss Golf Course Project Recommendations by the Friends of Mirror Lake (attachment) {action item}
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}
9. Electric – Consider Authorizing the Mayor to Sign the Joint Pole Use Agreement with IIG (attachment) {action item}
10. Electric – Consider Job Description for Moyie Hydro Backup Operator (attachment) {action item}
11. Street – Consider Street Name for the Wilson Street – Solomon Street Corridor Project (attachment) {action item}
12. City – Consider Extending the COVID-19 Policy until December 31, 2020 (attachment) {action item}
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}
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}
15. City – E.L. Internet Northwest Regarding Broadband Internet Services *Information Only*

ADJOURNMENT



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 2, 2020
RE: **Admin Update**

Hwy 95 Updates

Staff contacted the local ITD superintendent regarding the requests made at the last meeting on the truck ramp weeds and garbage. The Superintendent responded immediately that they would schedule to work in the area picking up trash and dealing with the weeds. He also mentioned that they will be combing the ramp.

Swimming signs- Last summer ITD provided the city with two blue information signs indicating swimming activities are down Madison Street (see photo below).



Striping- much of the road striping is completing through town, with the exception of the south hill area. ITD will work to complete this strip in the coming weeks. According to the ITD superintendent, they were waiting until scheduled work was completed which would affect the highway striping.

Moyie Hydro Project

Staff has been working with our bond counsel and our financial advisor to develop the next steps in putting together the bond parameters ordinance. Currently we are working with the Clerk's office on estimating the remaining fiscal year revenues and expenses to insure that we can look the best to any potential bank who may respond to our request for submissions. Staff will follow up on any conclusive direction we get in the coming weeks.

Splash Pad

The City Engineer may cover this in more depth with his update, but we are making progress on the splash pad construction. We have the opportunity to improve our concrete slab at the pad to follow the same sand-wash finish that was done on the pool deck. However the cost to complete this is an additional \$4,000.00 than originally budgeted. Knowing that this small improvement will improve the life of the splash pad, I did reach out to the Blue Cross Foundation and made a pitch to asked if they would help cover the cost of the additional sand-wash finish and they agreed to do it! With this additional improvement, we will be able to finish the pad with this enhanced finish that will be an overall benefit to our community.

We are hopeful that we will be able to open the pad sometime this season, provided we don't run into any unforeseen circumstances.

Please let me know if you have any questions.

**MINUTES
CITY COUNCIL MEETING
Bonners Ferry City Hall
7232 Main Street
267-3105
June 16, 2020
6:00 pm**

Mayor Dick Staples called the Council meeting of June 2, 2020 to order at 6:00 pm. Present for the meeting were: Council Members 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, Carolyn Testa, Denise Crichton, Steve Tanner, Julie Williams, Ralph Lotspeich, Loretta Hunsaker, Faye Almond and Maurine Morrow.

PLEDGE OF ALLEGIANCE

GUESTS Michael Keith and Laura McAloon - Presentation Regarding the Hydroelectric Bond Schedule

1. Electric – Consider Authorizing Drafting of the Bond Parameter Ordinance (attachment) {action item}
Laura McAloon said it is necessary to name a designated representative, which will be able to make decisions regarding the financing. The designated representative can establish the maximum interest rate and the maximum repayment term. Mayor Staples asked if there should be a special council meeting to approve the parameter ordinance. Laura said that is a question for Michael Keith.

Michael Keith said his role is as a placement agent not a financial advisor. Benefits of a parameters ordinance means the City can be reactive and flexible, instead of waiting for a Council meeting to approve the interest rate and the term of the placement. Valerie Thompson asked if there is a benefit to having three people designated to sign off. Michael said it is comfort level of the Council. Laura said it is also for flexibility, in case one of the designees is out of the office that day. Michael discussed the schedule. Michael said the term sheet will be sent to local banks as well as national banks. When the term sheet has been sent to 30 banks usually receive four-eight responses. Then a bank is selected and the paperwork is completed, then it comes before Council for signature, then the placement closes. Valerie Thompson moved to authorize the drafting of the bond parameters ordinance with the designated representatives for the City being the Mayor, the Clerk/Treasurer and the City Administrator, with a maximum interest rate of 3.25% and the maximum repayment term of 20 years. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith - yes

PUBLIC COMMENTS

Ralph Lotspeich said the Friends of Mirror Lake requested he present a list of projects that he will be overseeing this year. Friend of Mirror Lake fundraiser tournament is scheduled for August 7, 2020. Mayor Staples said it is a good idea to have a written list of the projects in case there is other work that needs to be done at the same time as one of the projects, then it can be scheduled with the City. Lisa recommends having this on a future agenda. Ralph said these projects will have to wait until the course conditions are favorable to having equipment on the course. Valerie Thompson thanked Ralph for his professionalism regarding the COVID.

Jerry Higgs feels there are things that have to be done for the overall good and safety of the public.

Carolyn Testa said everything looks great except the runaway truck ramp and is wondering if someone can spray the weeds. Mike Klaus said he will call George from Idaho Transportation Department (ITD) since that is ITD's property.

Steve Tanner said he is again asking for the removal of the last sentence in the vision statement. He said this is a proactive statement not a vision statement and he doesn't feel the City should be involved with it.

REPORTS

Valerie Thompson asked about the bicycle warning system near the City limits near the waterways building. Lisa said it is part of a pilot program for the County required by the Western Federal Lands. This is a warning for drivers to know there is a bicyclist between the signs. Valerie asked if it is just for bicyclists and not pedestrians. Lisa said she is unsure.

Mayor Staples said that everything that was provided to the public regarding the bond election was done by City staff and he thanked the staff for all the hard work.

City Engineer Mike Klaus said the Wilson Street – Solomon Street corridor project will be completed by the July 7, 2020 Council meeting. The well house project is going well. The Street Department has been working hard to finish the splash pad and is doing a great job. Ron asked when the Wilson – Solomon corridor has been completed will it be available for public use. Mike said there is still some work that needs to be done and that will come before Council.

CONSENT AGENDA – {action item}

2. Call to Order/Roll Call
3. Approval of Bills and Payroll
4. Approval of the May 28, 2020 Special Council meeting minutes, June 2, 2020 Council meeting minutes
5. Treasurer's Report

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

OLD BUSINESS

6. Discuss 4th of July Parade {action item} Andrakay said Mr. Leonard requested to be on the agenda and did not request to be removed, that's why it is still on the agenda. Andrakay said if a completed parade permit with a general comprehensive liability insurance policy, Brian Zimmerman and Dave Winey will review it and if everything is acceptable, it will be approved. Ron asked if a million-dollar insurance policy costs \$300 - \$500. Andrakay said that is the range she has heard. Valerie said she feels Andrakay has done a professional job and did not deserve the attacks she received. Mayor Staples said there is no action needed on this item at this point.

NEW BUSINESS

7. Electric/Water/Sewer – Discuss Consumer Price Index Regarding Rate Increases (attachment) {action item}
Mike said Council asked staff to look at inflation rates regarding utility rates. Mike said if rates are not incrementally increased then a large increase has to happen at once and customers do not like large increases. A 20-year rolling average of the CPI was considered and the recommended increase is 2.2% for all utilities. Adam asked if the increases we have taken are in line with the CPI. Lisa said they didn't study that. Valerie wants to see the paperwork for the CPI and the increases before making a decision. Mayor Staples wants to see the rate increases since 2000. Mayor Staples tabled this item for the next agenda.
8. Street – Consider Authorizing the Purchase of a Zero Turn Lawn Mower (attachment) {action item}
Lisa said this item is needed, but was not budgeted. The Urban Renewal rebate can be used to purchase this lawn mower. Valerie asked if there is a way to track the expenses. Christine said we can create a line item to track them if that is what Council wants. Valerie said she thinks it is a good idea to have a specific way to track the expenses. Valerie Thompson moved to purchase the zero-turn mower from Boundary Tractor for \$5,200. Ron Smith seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes
9. Electric – Consider Accepting the Bid from General Pacific for the Electric Vehicle Charging Station and Authorize the Mayor to Sign the Contract with General Pacific Purchase (attachment) {action item}
Lisa said several bids were sent out and only received one bid from General Pacific. Ron asked if the consumer has to pay a fee to use the vehicle charging station. Lisa said yes. Ron asked where the funds will go. Lisa said the electric department. Valerie Thompson moved to accept the bid from General Pacific for the electric vehicle charging station and authorized staff to move forward with the purchase of the station in the amount of \$62,498.00. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes
10. City – Consider Authorizing the Mayor to Sign the Master Service Agreement with Exbabylon for IT Assistance (attachment) {action item}
Lisa said the City is buying a sonic firewall which requires a micro tick that allows for programming. This will save significant costs for subscription fees. Adam asked if this is additional funds. Lisa said she thinks it is in the budget. Adam Arthur moved to authorize the Mayor to sign the master service agreement with Exbabylon for IT assistance. Valerie Thompson seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes
11. Electric – Consider Authorizing the Mayor to Sign the Contract with Three Amigos Underground for Electric Line Work (attachment) {action item}
Lisa said the electric department budgeted \$75,000 to convert overhead lines to underground lines. Lisa said this is for the Tannenbaum Lane area. Ron asked if we have plans to have everything underground. Mike said it is expensive and difficult to have everything underground. This is a problem area and has had several faults. Ron Smith moved to authorize the Mayor to sign the contract with Three Amigos Underground for electric line work. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 7:23 pm

MINUTES
SPECIAL CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
June 23, 2020
5:30 pm

Mayor Dick Staples called the Council meeting of June 23, 2020 to order at 5:30 pm. Present for the meeting were: Council President Rick Alonzo, Council Members Adam Arthur, Valerie Thompson and Ron Smith. Also present were: City Clerk/Treasurer Christine McNair, City Administrator Lisa Ailport, Economic Development Coordinator Dennis Weed. Members of the public present were: Mark Gustafson, David Schaffer, Jerry Higgs, Kevin Lederhos

NEW BUSINESS

1. City – Consider Approval of Avista Edge Term Sheet and Project {action item}

Mayor Staples read from the term sheet. This term sheet is not a contract or binding agreement but an expression of possible business transaction between City of Bonnors Ferry and Avista Edge. No party will be bound for a transaction until and unless pending agreements are executed by the parties in this transaction. Mayor Staples said one of the questions is: does the City want to take on the responsibility of becoming an internet service provider. Lisa said the CARES Act has funding available to bring high speed internet to underserved areas. Mark said Avista Edge signed a letter of intent for a radio frequency study that was completed. Avista Edge wants to do a pilot program with their proprietary equipment that provides internet through an electric meter collar. Avista Edge is an unregulated subsidiary of Avista Utilities and is not a utility. Mark said Avista Edge wants to know if the City is interested in becoming an internet service provider (ISP). The capital expense is approximately \$2 million to get this up and running in the community. There is a revenue sharing for the City's role in this.

Valerie asked if this will be a self-sustaining fund. Lisa said yes. Adam asked at 7% of gross revenue it will be enough to be self-sustaining. Lisa said 7% is the starting point of the negotiations. Valerie said it is difficult to make a decision without the results of the survey. Lisa said a partnership has to happen in order for the grant to be completed and the City has to complete the grant application. Mark said they are hoping to have 80% of coverage and the funding could help expand the coverage area. Avista Edge will have the results of the survey prior to asking the City to sign the term sheet. Mayor Staples feels this is different from the memorandum of understanding (MOU) since this is asking for the City to lease equipment from Avista Edge. Valerie said the MOU demonstrated the desire to become an ISP. Ron asked how much money will the City received from being an ISP with Avista Edge. Mark said 7% of the monthly revenue. Mayor Staples said 7% of \$80.00 is \$5.60 per customer per month. Adam said he is numbers driven and if the numbers don't make sense, he doesn't want to agree to it. Lisa said she is hoping that Council will agree to negotiate for terms that are favorable and then bring the terms back to Council for approval.

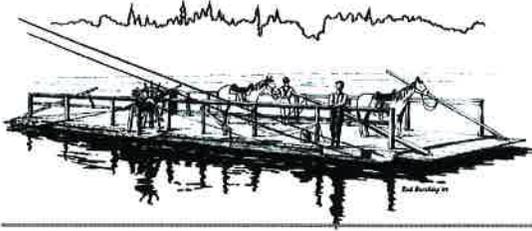
Lisa said Council needs to decide if they want to apply for the CARES Act funding for broadband services. Mark said if the City applies for the grant funding then Avista Edge will negotiate the terms to reflect Avista Edge as the contract partner and present that to Council for the final contract. Adam said it was his impression from the MOU that the City would not have any outlay of money. Lisa said this would be a funneling of money not an outlay. Mayor Staples said this is a totally different item than the MOU. Mark said he feels this is the next step. Adam read the MOU: the City will serve its electric customers with fixed wireless broadband internet service through the City's electric meter infrastructure using Avista Edge's proprietary technology and services.

Mayor Staples said he is concerned with partnering with a private entity. Mark said this a competitive utility service, the citizens have other choices to receive internet service. Ron said 7% doesn't seem like much money. Mark said Avista Edge is providing all the capital to bring this to the City of Bonnors Ferry electric customers. Ron asked if all the money will come from the CARES Act. Lisa said the costs for the City will be billing the customer, paying Avista Edge, physically connecting customers and any service calls required for a meter. Lisa said Avista Edge will manage the customers while the City will manage the service. Adam said it states we will be leasing some items. Lisa said there are still details that need to be worked out.

Valerie Thompson moved to make the City an internet service provider and pursue the CARES Act grant for the purpose of funding broadband services. Adam Arthur seconded the motion. The motion passed. Adam Arthur – yes, Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

ADJOURNMENT

The meeting adjourned at 6:12pm



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: Mike Klaus, PE, City Engineer
DATE: June 30, 2020
RE: Utility Rate Increases

At the first Council meeting in June the Council asked staff to look the Consumer Price Index (CPI) and how it looks compared to rate increases that the City has implemented in the past.

Attached with this memo is a look back from 2009 to present, relative to City rate increases for water, sewer, and electric, compared to the what the CPI increases have been over that same period. I will share this information on the screen at the Council meeting on July 7 to help illustrate to the Council and the public what our historical rates have been and what your options are moving forward.

Please contact me if you have any questions for me, or would like to see any other information at the Council meeting.

Thank you,

Mike

Electric Rate Summary

Year	CPI-U	Residential Base Rate/Month	Residential Power \$/KWH	Rate if CPI Used in Yearly Increases	
				Base	\$/KWH
2009	-0.4	\$ 10.47	\$ 0.060	\$ 10.47	\$ 0.060
2010	1.6	\$ 10.47	\$ 0.060	\$ 10.64	\$ 0.061
2011	3.2	\$ 10.47	\$ 0.060	\$ 10.98	\$ 0.063
2012	2.1	\$ 10.47	\$ 0.060	\$ 11.21	\$ 0.064
2013	1.5	\$ 10.47	\$ 0.060	\$ 11.38	\$ 0.065
2014	1.6	\$ 10.47	\$ 0.060	\$ 11.56	\$ 0.066
2015	0.1	\$ 10.47	\$ 0.060	\$ 11.57	\$ 0.066
2016	1.3	\$ 10.47	\$ 0.060	\$ 11.72	\$ 0.067
2017	2.1	\$ 10.47	\$ 0.060	\$ 11.97	\$ 0.069
2018	2.4	\$ 10.47	\$ 0.060	\$ 12.25	\$ 0.070
2019	1.8	\$ 10.47	\$ 0.060	\$ 12.47	\$ 0.071
2020	2	\$ 11.46	\$ 0.0657	\$ 12.72	\$ 0.073

Note: 2020 CPI estimated at 2%

Water Rate Summary
Residential (meter size <1")

Year	CPI-U	Residential Base Rate/Month	Residential Water \$/Cubic Foot	Rate if CPI Used in Yearly Increases	
				Base	\$/Cubic Foot
2009	-0.4	\$ 29.00	\$ 0.01165	\$ 29.00	\$ 0.01165
2010	1.6	\$ 40.14	\$ 0.01613	\$ 29.46	\$ 0.01184
2011	3.2	\$ 40.14	\$ 0.01613	\$ 30.41	\$ 0.01222
2012	2.1	\$ 40.14	\$ 0.01613	\$ 31.05	\$ 0.01247
2013	1.5	\$ 42.15	\$ 0.01694	\$ 31.51	\$ 0.01266
2014	1.6	\$ 42.15	\$ 0.01694	\$ 32.02	\$ 0.01286
2015	0.1	\$ 44.26	\$ 0.01779	\$ 32.05	\$ 0.01287
2016	1.3	\$ 46.27	\$ 0.01968	\$ 32.46	\$ 0.01304
2017	2.1	\$ 48.80	\$ 0.01961	\$ 33.15	\$ 0.01332
2018	2.4	\$ 51.24	\$ 0.02059	\$ 33.94	\$ 0.01363
2019	1.8	\$ 53.80	\$ 0.02162	\$ 34.55	\$ 0.01388
2020	2	\$ 53.80	\$ 0.02162	\$ 35.24	\$ 0.01416

Note: 2020 CPI estimated at 2%

Sewer Rate Summary
Residential

Year	CPI-U	Residential Base	Rate if CPI Used in Yearly Increases	
		Rate/Month	Base	
2009	-0.4	\$ 12.15	\$	12.15
2010	1.6	\$ 17.00	\$	12.34
2011	3.2	\$ 21.00	\$	12.74
2012	2.1	\$ 21.00	\$	13.01
2013	1.5	\$ 21.63	\$	13.20
2014	1.6	\$ 21.63	\$	13.41
2015	0.1	\$ 24.84	\$	13.43
2016	1.3	\$ 28.05	\$	13.60
2017	2.1	\$ 31.26	\$	13.89
2018	2.4	\$ 33.67	\$	14.22
2019	1.8	\$ 37.68	\$	14.48
2020	2	\$ 37.68	\$	14.77

Note: 2020 CPI estimated at 2%

Consumer Price Index - U

	Annual Avg. Change in CPI-U	Average from 1980-2019	Average from 1990-2019	Average from 2000-2019	Average from 2010-2020
1980	13.5	3.2	2.4	2.2	1.8
1981	10.3				
1982	6.2				
1983	3.2				
1984	4.3				
1985	3.6				
1986	1.9				
1987	3.6				
1988	4.1				
1989	4.8				
1990	5.4				
1991	4.2				
1992	3.0				
1993	3.0				
1994	2.6				
1995	2.8				
1996	3.0				
1997	2.3				
1998	1.6				
1999	2.2				
2000	3.4				
2001	2.8				
2002	1.6				
2003	2.3				
2004	2.7				
2005	3.4				
2006	3.2				
2007	2.8				
2008	3.8				
2009	-0.4				
2010	1.6				
2011	3.2				
2012	2.1				
2013	1.5				
2014	1.6				
2015	0.1				
2016	1.3				
2017	2.1				
2018	2.4				
2019	1.8				
2020	2.0				

FRIENDS OF MIRROR LAKE

2020 PROJECTS in Coordination with GOLF COURSE MANAGER

COMPLETE CART PATH LOOP ON HOLES 1,2, AND 3.

COMPLETE CART PATH ALONG FIRST PART OF HOLE 4

REMOVE POPLAR STUMPS ALONG 1 IN PREPARATION FOR THE CART PATH AND
REMOVE DRIVING RANGE POLES AT THE SAME TIME

REMOVE GROVE OF DEAD AND DYING BIRCH ALONG RIGHT SIDE OF 3

REPLANT APPROPRIATE SPECIES WHERE BIRCH ARE REMOVED ALONG 3

REMOVE DEAD TREE ON BLUE TEE ON 1 AND BEHIND GREEN ON 8

GRIND STUMPS ON HOLES 4-9

DIG REFUSE/BURN PIT WHILE EXCAVATOR IS ON SITE ON EDGE OF ROUGH ON 7

BRING IN MULCH TO COVER EXPOSED ROOTS AROUND THE COURSE



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: June 30, 2020
To: City Council
From: Mike Klaus, City Engineer
Subject: **Water & Sewer Departments - Wilson-Solomon Utility Corridor
Final Pay Application, Change Orders 2 & 3**

Wink Inc. has completed the Wilson-Solomon utility project and has submitted the final pay application and change orders #2 and #3. Century West has verified quantities and pay application amounts, and recommends approval of the submitted requests from Wink Inc. I have also reviewed the attached documentation from Wink Inc and Century West, and recommend approval and payment as requested.

Below is a summary of the project costs related to the contract with Wink Inc.:

Original Contract Amount	\$358,690.00	Includes water, sewer, road base
Change Order #1	\$6,075.00	Excavation and removal of metals
Change Order #2	\$5,319.02	Various required changes to project
Change Order #3	- \$4,749	Reduced materials required
Revised Contract Amount	\$365,335.02	Contract amount increased by \$6,645.02 total, or approximately 2% greater than original contract amount

With this memo, I am recommending that Council approve and authorize the following:

1. Change Orders #1 and #2.
2. Final payment of \$169,117.27 to Wink Inc.
3. Mayor to sign all change orders, pay application, and any other close-out contract documentation.

Please let me know if you have any questions.

Thank you,

Mike

Change Order No. 2

Date of Issuance: 6/19/2020

Effective Date: 6/19/2020

Project: Wilson to Solomon Utility Corridor Project	Owner: City of Bonners Ferry	Owner's Contract No.:
Contract:		Date of Contract: March 26, 2020
Contractor: Wink, Inc.		Engineer's Project No.: 51009.002.01

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Misc. project modifications including a swale and additional fire hydrant install along Solomon Road.

Attachments (list documents supporting change):

Contractor's estimate for misc. project modifications.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>358,690.00</u>	Original Contract Times: <input type="checkbox"/> Working days <input checked="" type="checkbox"/> Calendar days Substantial completion (days or date): <u>60</u> Ready for final payment (days or date): <u>70</u>
[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>6,075.00</u>	[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>1</u> : Substantial completion (days): <u>1</u> Ready for final payment (days): <u>1</u>
Contract Price prior to this Change Order: \$ <u>364,765.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): <u>61</u> Ready for final payment (days or date): <u>71</u>
[Increase] [Decrease] of this Change Order: \$ <u>5,319.02</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): <u>0</u> Ready for final payment (days or date): <u>0</u>
Contract Price incorporating this Change \$ <u>370,084.02</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): <u>61</u> Ready for final payment (days or date): <u>71</u>

RECOMMENDED: By: <u>[Signature]</u> Engineer (Authorized) Name: <u>RYAN LITTMAN</u> Print Name Date: <u>6/19/20</u> Approved by Funding Agency (if applicable):	ACCEPTED: By: _____ Owner (Authorized) Name: _____ Print Name Date: _____	ACCEPTED: By: <u>[Signature]</u> Contractor (Authorized) Name: <u>Alan Winkelseth</u> Print Name Date: <u>6/22/20</u> Date: _____
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CHANGE ORDER 2 ESTIMATE

WINK INC.Crushing. Hauling. Excavating.
Bonners Ferry, ID 208-267-5804

To: Century West Engineering	Contact: Ryan Luttmann
Address:	Phone:
	Fax:
Project Name: Wilson to Solomon Utility Corridor	Bid Number:
Project Location: Bonners Ferry	Bid Date: 5/13/2020

We are pleased to submit the following estimate:

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1. Unmarked Sewer Service Repair - 4/23				
Materials	1	LS	\$50.00	\$50.00
Labor (2 Men)	2	HR	\$55.00	\$110.00
Machines (2 Excavators w/trench box)	2	HR	\$150.00	\$300.00
Total Price for 1. Service Repair:				\$460.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2. Wilson St. Water Main Tie In - 5/1				
Extra Materials (22.5 MJ, 4 grip rings, new nut for city gate valve, 1 Bell Restraint, 1 replacement grip ring)	1	LS	\$843.08	\$843.08
Total Price for 2. Wilson St. Water Connection:				\$843.08

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
3. 48" Storm Conflict - 5/4				
Labor	4	HR	\$55.00	\$220.00
Machines (2 Excavators and Loader)	8	HR	\$155.00	\$1,240.00
Total Price for 3. 48" Storm Conflict:				\$1,460.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
4. 22 Degree Bends - 5/5				
Materials (22s extra cost, 2 replacement grip rings)	1	LS	\$265.04	\$265.04
Labor (to remove 45) & Drive time	2.5	HR	\$55.00	\$137.50
Total Price for 4. 22 Bends:				\$402.54

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
5. City CCTV crew - 5/14				
Sewer main CCTV recording (2 hrs)	1	LS	-\$1,000.00	-\$1,000.00
Total Price for 5. City CCTV crew:				-\$1,000.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
6. Wilson St. Storm Drain Extension 5/16				
1.5 hr Labor, 1.5 Hr Machine, Bedding	1	LS	\$400.00	\$400.00
Total Price for 6. Storm Drain Extension:				\$400.00

CHANGE ORDER 2 ESTIMATE

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
7. Water main casing install for unmarked Solomon sewer crossing 5/28				
Casing install (city provided pipe)	1	LS	\$100.00	\$100.00
Total Price for 7. Casing:				\$100.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
8. Additional 12" HDPE Culvert Install 6/1				
12" HDPE (city provided pipe)	40	LF	\$24.00	\$960.00
Total Price for 8. 12" HDPE:				\$960.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
9. Type 1 3/4 gravel w/ more fines (price reduction)				
Type 1 3/4 substitution	1013.2	CY	-\$0.50	-\$506.60
Total Price for 9. Type 1 substituiou:				-\$506.60

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
10. Swale				
Excavate Swale	1	LS	\$400.00	\$400.00
Total Price for 10. Swale:				\$400.00

Item Description	Estimated Quantity	Unit	Unit Price	Total Price
11. Hydrant				
Hydrant Install - city provided materials	1	LS	\$1,800.00	\$1,800.00
Total Price for 11. Hydrant:				\$1,800.00

Total : \$5,319.02

Change Order No. 3

Date of Issuance: 6/19/2020

Effective Date: 6/19/2020

Project: Wilson to Solomon Utility Corridor Project	Owner: City of Bonners Ferry	Owner's Contract No.:
Contract:	Date of Contract: March 26, 2020	
Contractor: Wink, Inc.	Engineer's Project No.: 51009.002.01	

The Contract Documents are modified as follows upon execution of this Change Order:

Description:
Final quantity adjustment and associated contract cost adjustment.

Attachments (list documents supporting change):

Contract versus actual summary by Century West Engineering dated June 19, 2020.

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$358,690.00

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 60

Ready for final payment (days or date): 70

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2:

\$11,394.02

[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 2:

Substantial completion (days): 1

Ready for final payment (days): 1

Contract Price prior to this Change Order:

\$370,084.02

Contract Times prior to this Change Order:

Substantial completion (days or date): 61

Ready for final payment (days or date): 71

[Increase] [Decrease] of this Change Order:

\$4,749.00

[Increase] [Decrease] of this Change Order:

Substantial completion (days or date): 0

Ready for final payment (days or date): 0

Contract Price incorporating this Change

\$365,335.02

Contract Times with all approved Change Orders:

Substantial completion (days or date): 61

Ready for final payment (days or date): 71

RECOMMENDED:

By: *Ryan Littman*
Engineer (Authorized)

Name: RYAN LITTMAN
Print Name

Date: 6/19/20

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____
Owner (Authorized)

Name: _____
Print Name

Date: _____

ACCEPTED:

By: *Alan Winkelseth*
Contractor (Authorized)

Name: Alan Winkelseth
Print Name

Date: 6/22/20

Date: _____

City of Bonners Ferry
Wilson to Solomon Utility Corridor Project
Application for Payment
Work Completed Through: June 19, 2020

OWNER: City of Bonners Ferry
ENGINEER: Century West Eng. Corp.
CONTRACTOR: Wink Inc.

BID ITEM	BID ITEM DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	CURRENT QUANTITY	PREVIOUS TO DATE QUANTITY	JOB TO DATE QUANTITY	JOB TO DATE AMOUNT	CURRENT MONTH AMOUNT
BID SCHEDULE - BASE BID									
2010.4.1.A.1	MOBILIZATION	1	LS	\$15,000.00	0.10	0.90	1.00	\$15,000.00	\$1,500.00
1001.4.1.A.1	SEDIMENT CONTROL AND CONSTRUCTION SITE MANAGEMEN	1	LS	\$4,500.00	0.10	0.90	1.00	\$4,500.00	\$450.00
301.4.1.A.1	TRENCH EXCAVATION	2680	LF	\$6.00	50.00	2630.00	2680.00	\$16,080.00	\$300.00
305.4.1.A.1	CLASS A-1 PIPE BEDDING	2680	LF	\$7.00	50.00	2630.00	2680.00	\$18,760.00	\$350.00
306.4.1.A.1	TYPE "A" TRENCH BACKFILL	2680	LF	\$14.00	50.00	2630.00	2680.00	\$37,520.00	\$700.00
307.4.1.A.7	MISCELLANEOUS SURFACE RESTORATION	1560	LF	\$1.00	0.00	0.00	0.00	\$0.00	\$0.00
307.4.1.E.1	TYPE "C" SURFACE RESTORATION (GRAVEL ROADWAY)	180	LF	\$4.50	0.00	180.00	180.00	\$810.00	\$0.00
401.4.1.A.1	WATER MAIN PIPE - 8-INCH PVC	1820	LF	\$14.00	50.00	1770.00	1820.00	\$25,480.00	\$700.00
402.4.1.A.1	VALVE - 8-INCH RSGV	7	EA	\$1,800.00	0.00	7.00	7.00	\$12,600.00	\$0.00
402.4.1.A.3	VALVE - AIR RELEASE VACUUM VALVE	1	EA	\$4,300.00	0.00	1.00	1.00	\$4,300.00	\$0.00
403.4.1.A.1	HYDRANT	3	EA	\$6,500.00	0.00	3.00	3.00	\$19,500.00	\$0.00
501.4.1.A.1	GRAVITY SEWER PIPE - 8-INCH PVC	860	LF	\$24.00	0.00	860.00	860.00	\$20,640.00	\$0.00
502.4.1.A.1	SANITARY SEWER MANHOLE - TYPE 1	4	EA	\$4,400.00	0.00	4.00	4.00	\$17,600.00	\$0.00
1005.4.1.A.1	TEMPORARY HYDROMULCHING	5200	SY	\$0.95	900.00	0.00	900.00	\$855.00	\$855.00
TOTAL BASE BID SCHEDULE								\$193,645.00	\$4,855.00

BID SCHEDULE - ADDITIVE ALTERNATE A									
202.4.1.A.1	ROADWAY EXCAVATION	2920	CY	\$8.00	2089.00	1460.00	3549.00	\$28,392.00	\$16,712.00
601.4.1.A.11	18-INCH CMP CULVERT, CORRUGATED GALVANIZED STEEL	120	LF	\$72.00	120.00	0.00	120.00	\$8,640.00	\$8,640.00
802.4.1.B.1	CRUSHED AGGREGATE FOR BASE TYPE I (3/4 in. BASE COURSE)	1025	TON	\$18.00	1013.20	0.00	1013.20	\$18,237.60	\$18,237.60
802.4.1.B.3	CRUSHED AGGREGATE FOR BASE TYPE II (BALLAST)	6025	TON	\$17.00	5794.20	0.00	5794.20	\$98,501.40	\$98,501.40
2050.4.1.C.1	SUBGRADE SEPARATION GEOTEXTILE	4350	SY	\$1.50	4350.00	0.00	4350.00	\$6,525.00	\$6,525.00
TOTAL BASE BID SCHEDULE								\$160,296.00	\$148,616.00

CHANGE ORDER									
CO1	Excavate and Stockpile Garbage - City haul off	1	LS	\$6,075.00	0.00	1.00	1.00	\$6,075.00	\$0.00
CO2	Project Modifications	1	LS	\$5,319.02	1.00	0.00	1.00	\$5,319.02	\$5,319.02
					0.00	0.00	0.00	\$0.00	\$0.00
					0.00	0.00	0.00	\$0.00	\$0.00
					0.00	0.00	0.00	\$0.00	\$0.00
					0.00	0.00	0.00	\$0.00	\$0.00
TOTAL CHANGE ORDER								\$11,394.02	\$5,319.02

Contractor's Certification
The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is

ACCEPTED - Contractor  DATE **6/22/20**

WORK COMPLETED TO DATE	\$365,335.02	\$158,790.02
CONSTRUCTION TOTAL	\$365,335.02	\$158,790.02
RETAINAGE (5%)	\$0.00	\$0.00
LESS PREVIOUS PAYMENTS	\$196,217.75	
AMOUNT DUE	\$169,117.27	

 **6/19/20**
RECOMMENDED FOR APPROVAL - CENTURY WEST ENG. CORP. DATE

APPROVED - CITY OF BONNERS FERRY

DATE

Final Quantity Adjustment
 Prepared by: Century West Engineering Corporation
Wilson to Solomon Utility Corridor Project
 City of Bonners Ferry
 Date: June 18, 2020

BID ITEM	ITEM DESCRIPTION	UNIT PRICE	UNITS	CONTRACT AMOUNT		ACTUAL QUANTITIES		QUANTITY/COST ADJUSTMENT	
				ORIGINAL QUANTITIES	AMOUNT	ACTUAL QUANTITIES	AMOUNT	ADJUSTED QUANTITIES	AMOUNT
BID SCHEDULE - BASE BID									
1	MOBILIZATION	\$15,000.00	LS	1	\$15,000.00	1	\$15,000.00	0.00	\$0.00
2	SEDIMENT CONTROL AND CONSTRUCTION SITE MANAGEMENT	\$4,500.00	LS	1	\$4,500.00	1	\$4,500.00	0.00	\$0.00
3	TRENCH EXCAVATION	\$6.00	LF	2680	\$16,080.00	2680	\$16,080.00	0.00	\$0.00
4	CLASS A-1 PIPE BEDDING	\$7.00	LF	2680	\$18,760.00	2680	\$18,760.00	0.00	\$0.00
5	TYPE "A" TRENCH BACKFILL	\$14.00	LF	2680	\$37,520.00	2680	\$37,520.00	0.00	\$0.00
6	MISCELLANEOUS SURFACE RESTORATION	\$1.00	LF	1560	\$1,560.00	0	\$0.00	(1,560.00)	(\$1,560.00)
7	TYPE "C" SURFACE RESTORATION (GRAVEL ROADWAY)	\$4.50	LF	180	\$810.00	180	\$810.00	0.00	\$0.00
8	WATER MAIN PIPE - 8-INCH PVC	\$14.00	LF	1820	\$25,480.00	1820	\$25,480.00	0.00	\$0.00
9	VALVE - 8-INCH RSGV	\$1,800.00	EA	7	\$12,600.00	7	\$12,600.00	0.00	\$0.00
10	VALVE - AIR RELEASE VACUUM VALVE	\$4,300.00	EA	1	\$4,300.00	1	\$4,300.00	0.00	\$0.00
11	HYDRANT	\$6,500.00	EA	3	\$19,500.00	3	\$19,500.00	0.00	\$0.00
12	GRAVITY SEWER PIPE - 8-INCH PVC	\$24.00	LF	860	\$20,640.00	860	\$20,640.00	0.00	\$0.00
13	SANITARY SEWER MANHOLE - TYPE 1	\$4,400.00	EA	4	\$17,600.00	4	\$17,600.00	0.00	\$0.00
14	TEMPORARY HYDROMULCHING	\$0.95	SY	5200	\$4,940.00	900	\$855.00	(4,300.00)	(\$4,085.00)
BID SCHEDULE - ADDITIVE ALTERNATE A									
15	ROADWAY EXCAVATION	\$8.00	CY	2920	\$23,360.00	3549	\$28,392.00	629.00	\$5,032.00
16	18-INCH CMP CULVERT, CORRUGATED GALVANIZED STEEL	\$72.00	LF	120	\$8,640.00	120	\$8,640.00	0.00	\$0.00
17	CRUSHED AGGREGATE FOR BASE TYPE I (3/4 in. BASE COURSE)	\$18.00	TON	1025	\$18,450.00	1013.2	\$18,237.60	(11.80)	(\$212.40)
18	CRUSHED AGGREGATE FOR BASE TYPE II (BALLAST)	\$17.00	TON	6025	\$102,425.00	5794.2	\$98,501.40	(230.80)	(\$3,923.60)
19	SUBGRADE SEPARATION GEOTEXTILE	\$1.50	SY	4350	\$6,525.00	4350	\$6,525.00	0.00	\$0.00
					\$ 358,690.00		\$ 353,941.00		\$ (4,749.00)



**City of Bonners Ferry
Wilson to Solomon Utility Corridor Project
Construction Summary**

DESCRIPTION OF WORK	ORIGINAL AWARD AMOUNT	FINAL BILLED AMOUNT	DIFFERENCE
Base Bid - Wink, Inc.	\$199,290.00	\$193,645.00	\$ (5,645.00)
Additive Alternate A - Wink, Inc.	\$159,400.00	\$160,296.00	\$ 896.00
Project Changes - Wink, Inc.	\$ -	\$ 11,394.02	\$ 11,394.02
Total Cost - Wink, Inc.	\$358,690.00	\$365,335.02	\$ 6,645.02
Const. Engineering - Century West	\$ 44,000.00	\$ 41,599.14	\$ (2,400.86)
Additional Services Reserve - Century West	\$ 10,000.00	\$ 453.82	\$ (9,546.18)
Total Const. Engineering - Century West	\$ 54,000.00	\$ 42,052.96	\$ (11,947.04)
Overall Construction and Const. Engineering	\$412,690.00	\$407,387.98	\$ (5,302.02)



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

Date: July 1, 2020
To: City Council
From: Mike Klaus, City Engineer
Subject: **Intermountain Infrastructure Group (IIG) - Joint Pole Use Agreement**

Intermountain Infrastructure Group (IIG) has requested to enter into a joint pole use agreement with the City, so that IIG can place fiber on poles owned by the City.

The City has separate joint pole use agreements with Fatbeam, EL Internet, and Frontier (now Zply). One of staff's goals has been to have our agreements with joint pole users match in content, and in cost per attachment. Staff has worked with IIG to develop the proposed attached agreement, that closely resembles the agreements that we have with other communication providers.

I recommend that the Council approve the attached agreement with IIG that is presented with this memo, and authorize the Mayor to sign the document.

Please let me know if you have any questions.

Thank you,

Mike

GENERAL AGREEMENT
FOR JOINT USE OF POLES BETWEEN

IIG

AND

THE CITY OF BONNERS

FERRY, ID

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GENERAL AGREEMENT FOR JOINT USE OF POLES

PREAMBLE

This Agreement, effective _____, is made by and between CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho, (hereinafter called "Licensor") and Intermountain Infrastructure Group, LLC, a Delaware limited liability company with offices at 533 Airport Blvd, Suite 400, Burlingame, CA, 94010 (hereinafter called "Licensee") doing business in the State of Idaho.

WITNESSETH:

WHEREAS, Licensor and Licensee desire to provide for the joint use of poles when and where such joint use will be of mutual advantage in meeting their service requirements;

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

ARTICLE I

SCOPE OF AGREEMENT

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

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

1. Poles which in Licensor's judgment are necessary for its own sole use; and/or
2. Poles which carry, or are intended by Licensor to carry, circuits of such a character that in Licensor's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable.

ARTICLE II

DEFINITIONS

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

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

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

ARTICLE III

CONSTRUCTION PRACTICES AND SPECIFICATIONS

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

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

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

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

ARTICLE IV

RENTALS

- A. By December 31 of each calendar year Licensee shall update its Pole Data Sheet to include all existing pole attachment additions during that year, which were authorized and to remove pole attachments for which it received written notice of removal as provided herein.
- B. Licensee shall update and submit to Licensor Pole Data Sheets no later than December 31 of each year.
- C. The parties hereby agree the attachment rate per pole commencing January 1, 2020 shall be \$12.00 per pole, per year ("Rental Fees"). This rate has been arrived at by mutual agreement and incorporates no particular methodology.
- D. Licensor shall submit an invoice to Licensee for the rental amount owing as calculated using the rates as determined in Article IV, Section C and pole tabulations as set forth in the Pole Data Sheet, and such invoice shall specify the rental period covered. Rental Fees are due and payable net 30 days after billing and considered past due 60 days after billing. Past due Rental Fees are subject to finance charges pursuant to Licensor's policies governing past due utility bills.

ARTICLE V

ESTABLISHING JOINT USE OF POLES

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

route and preliminary conditions for attachment.

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

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

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

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

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

ARTICLE VI

UNAUTHORIZED ATTACHMENTS

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

ARTICLE VII

INSERTING POLES IN EXISTING LINES

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

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

ARTICLE VIII

ANCHORS

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

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

ARTICLE IX

RIGHTS-OF-WAY FOR LICENSEE'S ATTACHMENTS

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

ARTICLE X

MAINTENANCE OF POLES AND ATTACHMENTS

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

ARTICLE XI

DIVISION OF COSTS

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

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

ARTICLE XII

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

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

ARTICLE XIII

TERMINATION OF JOINT USE

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

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

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

ARTICLE XIII

HAZARDOUS/TOXIC WASTE

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

ARTICLE XV

DEFAULTS

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

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

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

ARTICLE XVI

LIABILITY AND DAMAGES

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

ARTICLE XVII

INSURANCE

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

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

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

(D) At Licensor request, Licensee shall furnish to Licensor, at such time and in an amount and form specified by Licensor, a surety bond that covers and ensures the full and timely performance of Licensees obligations under this Agreement and each project relating to the performance of all Work and the removal of all Equipment. Licensor may periodically adjust such surety bond amount from time to time at its sole discretion. Furthermore, the surety bond must be issued by a surety company with a

- minimum Best's rating of A-VII.
- (E) **20.8** The requirements of this Agreement as to insurance and bonds and acceptability to Licensor of insurers and insurance or surety companies and bonds to be maintained by Licensee are not intended to and will not in any manner limit or qualify the liabilities and obligations of or assumed by Licensee under this Agreement.

ARTICLE XVIII

ATTACHMENTS OF OTHER PARTIES

(A) Only Licensor may allow third parties to attach to and maintain facilities on the poles it owns. Licensor shall be responsible for the administration of all attachments supported by such pole and shall collect all rental payments for the use of such pole space. Licensor may allow third parties to attach to and maintain facilities within the space allocated to Licensee (including cross-arms) only with the written consent of Licensee. Licensee shall not prohibit third party attachments for reasons other than space, strength or clearance requirements. The third party shall reimburse Licensee one-half (1/2) of the original cost of the cross-arm.

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

ARTICLE XIX

ASSIGNMENT OF RIGHTS

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

ARTICLE XX

PAYMENT OF TAXES

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

ARTICLE XXI

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XXII

BILLS AND PAYMENT FOR WORK

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

ARTICLE XXIII

ATTORNEY'S FEE

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

ARTICLE XXIV

SERVICE OF NOTICES

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

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

To Licensee:

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

ARTICLE XXV

TERM OF AGREEMENT

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

ARTICLE XXVI

EXISTING AGREEMENTS

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

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

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

ARTICLE XXVII

DISPUTE RESOLUTION

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

ARTICLE XXVIII

SIGNATURES

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

City of Bonners Ferry

(Seal)

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

Attest

(Seal)

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

Attest

EXHIBIT A
NOTICE OF INTENT TO MODIFY CITY OF BONNERS FERRY POLE LINE

Date: _____

Work Order #: _____

TO:

⋮

FROM:

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

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

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

Street Address (if known):

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

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

Representative for City of Bonners Ferry

Notes:

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

If this notification applies to relocated poles, what is Licensee's intent? Please respond within 10 days.

Date

Representative for Licensee

EXHIBIT B

Joint Use Design Check List

Cover Page:

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

Print Details:

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

EXHIBIT B
ROUTE APPLICATION

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

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

Application for Use Termination of Use Other _____

ROUTE	Starting Address	
	Route Description	
	Ending Address	

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

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

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

FOR CITY OF BONNERS FERRY USE ONLY	
Received _____	Approved as complete Permit from _____ to _____
<input type="checkbox"/> Notified of Omissions	<input type="checkbox"/> Other (see attachment) _____

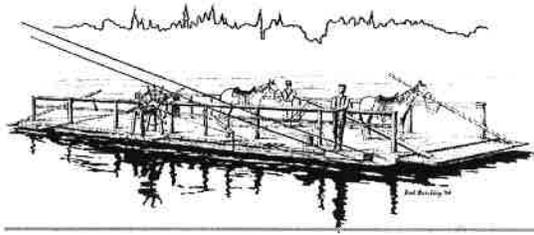
Submission of this Route Application constitutes Licensee's acceptance of City of Bonners Ferry standard permit conditions. Licensee understands that failure to meet a condition of approval means a failure to install in accordance with the permit and may render the permit denied. City of Bonners Ferry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

For <u>Fatbeam LLC</u> :	For City of Bonners Ferry
By: _____	By: _____
Print Name & Job Title: _____	Print Name & Job Title: _____
Phone: _____	Phone: _____
Date: _____	Date: _____

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

Exhibit B Continued
Application Fees

Poles	Base Fee	Additional fees
1-10	\$250.00	Plus actual costs of services *
11-50	\$500.00	Plus actual costs of services *
51+	\$1,000.00	Plus actual costs of services *
<p>*Actual Costs include staff time and will be applied after base fee is exhausted. Typical costs incurred:</p> <ul style="list-style-type: none"> • Engineering \$68/Hr • Electrical Superintendent \$70/Hr • Admin/Clerical \$20/Hr 		



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: June 30, 2020

RE: Moyie Hydro Backup Operator Job Description

The attached job description was developed for the backup operator position at the Moyie Hydro facility. A job description for this position had not previously been approved by Council.

In order to fill the position in the future, it is recommended that Council approve the position through adoption of the job description in our city policy manual.

The description anticipates this position as part time and "as-directed" position, which would be driven or managed primarily by the Power Plant Foreman. If the position is opened, we will be back before the Council to fill the position pursuant to the current hiring freeze directive.

Please let me know if you have any questions.

BACKUP POWERPLANT OPERATOR

GENERAL STATEMENT OF DUTIES:

The Backup Power Plant Operator performs various duties to ensure efficient operation of the hydro electric generation system, to include general mechanical and electrical maintenance tasks as established by the Power Plant Foreman.

The Backup Operator is expected to be able to accomplish their work unaccompanied and remotely, without the assistance of others. Therefore, the plant operator must be able to react to changing and quickly evolving circumstances, including emergency situations, and be responsible to solve problems on their own.

DISTINGUISHING CHARACTERISTICS OF CLASS:

This position is supportive to the Power Plant Foreman and Power Plant Operator and is not intended to be full time. The position serves to assist in operations of the hydro electric power plant on an "As-needed" or "As Directed" basis by either the Plant Foreman or the City Administrator. It is the intent of this position to be part-time or as a partial position, combined with another primary position.

EXAMPLES OF DUTIES:

Work at the Backup Operator will be directed and schedule by the Plant Foreman. Work may include monitoring and recording the various conditions of the plant and electrical instruments; checking all machinery for overall operating temperature and conditions, sometimes hourly; maintaining plant records and charts; cleaning and lubricating equipment.

The position may require fixing minor repairs such as brushes and belt drives; maintaining the building, grounds, and auxiliary equipment.

The operator must be available to take direction and follow orders of any member of the chain of command, including all other duties as assigned by those within the chain.

REQUIRED SKILLS, KNOWLEDGE AND ABILITIES:

Some knowledge of the methods, equipment, materials and terminology used in the operation and care of power plant equipment; have some knowledge of the theory of motors, power generation, and metering; have mechanical aptitude, ability to read gauges and recording devices, ability to keep routine records. Ability to follow written and oral directions.

PHYSICAL REQUIREMENTS:

While performing the duties of these jobs, the employee is regularly required to use hands to finger, handle, or feel objects, tools, or controls and reach with hands and arms. The employee is required to stand, walk, talk, hear, sit, climb or balance; and stoop, kneel, crouch, or crawl.

The employee must occasionally lift up to 100 pounds and move up to 385 pounds. Specific vision abilities required by this position includes close vision, distance vision, color vision, depth perception and the ability to adjust focus.

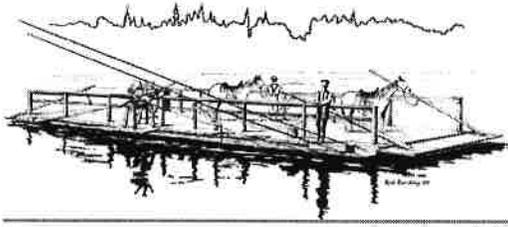
ACCEPTABLE EDUCATION AND EXPERIENCE:

Any combination of training and experience equivalent to graduation from high school which provides the required skills, knowledge and abilities.

CHAIN OF COMMAND: This position's direct chain of command is Plant Foreman, Electric Superintendent, City Administrator. On occasion, the Dam Safety Officer may also provide direction for this position.

SPECIAL REQUIREMENTS:

First aid and CPR certifications.



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: June 29, 2020

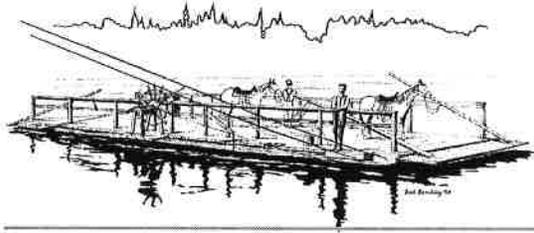
RE: **Street Names**

The new street, commonly referred to as "Wilson to Solomon" is now finished and there is interest from both staff and the public to open the street. In order to open it, we need to name the street.

Internally there have been discussions about the name but no formal recommendations to bring forward. A few of the names that we have come up with internally are:

Selkirk Street
Selkirk View Street
Reagan Street
Buroker Street

Please let me know if you have any questions.



CITY OF BONNERS FERRY

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Phone: 208-267-3105 Fax: 208-267-4375

TO: Mayor and City Council

FROM: Lisa Ailport, City Administrator *LMA*

DATE: June 29, 2020

RE: **COVID Leave Policy**

With COVID-19 cases on the rise in the state and surrounding counties, it is the recommendation of staff that Council consider extending the Interim Employee policy relating COVID-19 until December 31, 2020. This date coincides with the CARES Act timeframe established by the federal government.

The extension of the policy would allow the employees who still have available COVID leave available to continue to access it until December of this year. It is the intent of this recommendation to continue the existing policy forward and not start it over.

Please let me know if you have any questions.

Interim Employee Leave Policy Relating to the COVID-19 Pandemic

The City of Bonners Ferry would like to address the areas of paid leave available to employees who need to be away from work during the COVID-19 pandemic. There have been some concerns with how an employee's PTO and/or sick bank time may be affected as we navigate COVID-19 in the coming weeks and months. For purposes of this policy, the city will make this policy available to all full time hourly and salaried employees' opportunities for paid leave for specific areas identified in this policy. Additionally, seasonal or part time employees will benefit from portions of this policy as well.

This policy shall remain available to employees from the date of adoption by City Council through December 31, 2020. City Council may, at their discretion, extend this policy to a future date. Council also may retract this policy, provided changes in the condition around the virus change as well.

Please know that we continue to examine the situation and assess how we can best support our employees we ask for patience and understanding. Should we need to make additional adjustments due to new information, legislation or state mandates, we will work to address those as soon as we can.

I. Employees who Exhibit Flu Like Symptoms:

Employees who exhibit symptoms of influenza-like illness at work are recommended to seek medical attention and strongly advised to be tested for COVID-19. Additionally those employees, who exhibit symptoms of influenza-like illness during work, should leave the workplace and remain at home until they are symptom-free for at least 72 hours and/or provide medical clearance to the city. Further quarantining may be necessary and the employee, working with their Supervisor, shall determine the proper time frame for returning to work.

If an employee exhibits any of the following symptoms the city may recommend that the employee seek medical attention and strongly advise the employee to be tested for the COVID-19 (based on CDC website):

- Fever;
- Cough;
- Shortness of breath

II. Policy for use of Paid Time Off during COVID-19 Pandemic

The following summarizes the varying degrees in which the COVID-19 virus will affect employees PTO and sick bank time.

1. Employees who are diagnosed with COVID-19:

This section is offered to any employee who is subject to a COVID-19 quarantine or isolation order. Any employee who is diagnosed with the COVID-19 and can demonstrate such diagnosis through proper medical testing is eligible for paid time off for a maximum 30 days to recover. The city will not require the employee to use their PTO or sick bank time as part of this policy.

Communication with the City shall occur via email or phone, as the employee is not encouraged to return to their place of work until compliance with the "returning to work" section of this policy.

Returning to Work

Employees who have contracted COVID-19 should remain at home until they are symptom-free for at least 72 hours and provide medical clearance to the city.

2. Employees who are not diagnosed with COVID-19, but are not able to work.

Employees who are not diagnosed with a confirmed case of COVID-19, but unable to work under the following scenarios are granted two weeks of paid time off, or ten (10) working days away from their positions and the city will not require the employee to use their PTO or sick bank time.

This policy applies to both full time hourly employees, salaried employees, part time and seasonal employees. Part time employees shall receive a prorated share of time off that is reflected of their typical scheduled hourly week:

- Employee who have symptoms of the flu, but waiting on results for COVID-19 testing;
- Employee who have symptoms of the flu, but are not positive for COVID-19;
- Employees who are responsible for care giving for someone who has COVID-19;
- Employees who have come in contact with someone who is confirmed COVID-19;
- Employees who have been advised by a health care provider to self-quarantine due to COVID-19 concerns;
- An employee caring for a child whose school or place of care is closed or the child care provider of the child is unavailable, due to COVID-19 precautions.
- Employees who are quarantined at the direction of the city, via a Supervisor, City Administrator or the Mayor.
- Employees who provide written request for leave due to avoiding exposure to COVID-19 may be granted after approval by the Mayor.

Confirmed COVID-19 Diagnosis

If during the time frame the employee does contract the COVID-19 then the employee shall be eligible for section 1 of this policy.

3. Employees who are not diagnosed with COVID-19, but are not willing to work;

Non essential employees who choose not work due to personal choice or non-COVID related illness may use their PTO and/or sick bank as they normally would. The city will waive the three-day rule for use of sick bank time to be used for this purpose of self quarantining.

Designated highly skilled and essential employees- per previous adopted policy by city council include those who work in the electrical department, at the Moyie Dam and the water treatment facility. These employees will need to coordinate with their supervisor to be eligible for this section of the policy.

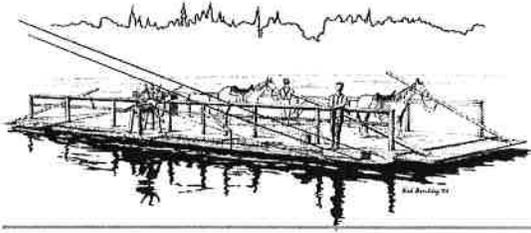
Essential employees whose work includes maintaining safety of human life or the protection of property will also need to coordinate with their supervisor to ensure that public health and safety are maintained. These employees include, the Police Department and Fire Department.

Absence Request Forms should still be sent to supervisors with the appropriate leave hours. A leave request form will be provided by the City.

III. Emergency Family Leave

1. The City will offer up to twelve (12) weeks of FMLA leave to employees, who have been city employees for a minimum of 30 days, who are unable to work or telecommute because they have to care for a minor child if the child's school or place of care has been closed, or if the child care provider of that child is unavailable due to a COVID-19 emergency.
2. The first ten (10) days of this leave are unpaid. However, the employee may use any accrued PTO time or sick-bank time.
3. After the first ten (10) days, the employee shall be eligible to receive up to two-thirds (2/3) of their normal pay.
4. Paid leave is capped at \$200.00/day and \$10,000.00 aggregate pay.

FMLA leave taken by an employee for the purposes of avoiding exposure to the COVID-19 is not allowed or protected under the Emergency Family Leave Act.



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 2, 2020

RE: Corona virus Relief Funds- Letter of Interest to participate

The US CARES Act, established by Congress, provides for the direct relief of COVID-19 related issues through use of Coronavirus Relief Funds (CRF). These funds allow state, local, and tribal communities access to support to ensure each organization can respond accordingly to the health crisis.

Approximately \$1.25 billion in federal funds have been allocated to Idaho and Governor Little's Coronavirus Financial Advisory Committee (CFAC) has made recommendations on how to use the money in response to the CARES Act and the need in communities across Idaho.

One particular program that the CFAC has proposed and the Governor supports is using CRF to cover qualified payroll costs, provided local governments pass the savings on in the form of property tax relief. Two hundred million has been set aside for this program and cities and counties are eligible to apply.

What this means is, the city may request coverage of all payroll costs associated with salary, health benefits and fringe benefits (retirement, health insurance, and workers comp insurance) for public health and safety employees if the city agrees to pass along the resulting budget savings to Idahoans in the form of property tax relief.

So what does that mean to Bonners Ferry?

We can apply to the State of Idaho to cover our payroll costs for our Police and the Fire Department for the months of March-December of 2020, provided in return we would provide a commensurate savings back to the tax payer. We also would be required to not increase our property taxes by any percent increase for the year.

If we look at the numbers it will help illuminate the program opportunities:

Our rough numbers for the 10 month payroll period look like this: We will be required to provide actual through June and estimation from July through December):

Police Payroll:	\$513,694.16
Fire Payroll (including budgeted suppression payroll costs):	\$132,925.00
Total:	\$646,619.16
103% of 2019 Property Tax:	\$676,431.00

The covered amount under the CFAC must not exceed 103% of the property tax relief certified on or before September 20, 2020 and may not exceed actual payroll costs, whichever amount is less.

If approved for the full amount, we would then pass along the ±\$646,619.16 in property tax relief to city residents. In this scenario, a city residents may see a nearly 100% reduction in their property tax for the 2021 tax year.

Other scenarios to consider would be a pro-rata share of the funds that would be allocated to the City for use, which would be a proportionate percentage reduction in property tax. For example, if we apply for \$646,619 and receive only \$200,000.00, we would look to reduce our tax levy a proportionate amount and tax payers would received a smaller reduction in their property tax.

Pro's and Con's with this program-

Pros

The Governor's office has already done much publicizing of this program that the public is very aware that there likely will be some reduction in their property taxes this year.

The public will see a reduction in their property tax and the city will not lose any anticipated revenue for this fiscal year.

Cons

We will have to pass a resolution, pursuant to HB354 which was signed into law this year to capture the foregone taxes for the next fiscal year budget. Failure to pass the resolution would result in loss of the foregone in future years. This would have to be done every year that we keep the foregone taxes available to us.

Property tax payers will see a swing in property taxes over the two year period and we would need to work on messaging with our citizens to understand why one year their taxes fell a certain percentage and the next year they went back up.

There will be additional staff time (namely the clerk's office) to manage and account for the funding actual that are required to be submitted by the dates in the program.

Summary

In order to be eligible for these funds, council would need to direct staff to submit the letter of intent by July 17th. After July 17, we are no longer eligible to have access to these funds. The letter of intent is nonbinding, and we can pull out of the program before September 18th. On or before July 24th the CFAC will submit our proportioned share of the funds based on all the requests that are submitted.

Please let me know if you have any questions.

**Leveraging the CRF to Cover Qualified Payroll Costs if Local Governments
Pass Savings on in Form of Property Tax Relief**

Program Goals

- Allow city and county governments to opt into using CRF dollars to cover the payroll of public health and public safety employees if they agree to pass along the resulting budget savings to Idahoans in the form of property tax relief.
- Support our police, fire, and EMS employees and ensure there are no reductions in public safety during these unprecedented COVID-19 related challenges.
- Provide up to \$200 million in property tax relief to Idahoans.

Conditions of Participation

- The participating local government must pass along covered payroll savings to Idahoans in the form of property tax relief.
- The dollar amount of property taxes certified for the annual budget may not be increased by any growth factor, except for value shown on the new construction rolls and annexations (and other statutory exemptions). Thus, the local government may not take the 3% increase (or any percent increase) and may not use previous foregone.
- The participating local government must submit a notice of intent to participate and provide actual payroll data for the months of March - June as well as estimated payroll data for the months of July – December on the attached spreadsheet no later than July 17, 2020.
- If total amounts submitted by participating local governments exceeds \$200 million, CFAC will determine allocation of funds to participating local governments.
- On or before July 24, 2020, CFAC will provide each participating local government the maximum amount of payroll costs available to local government entities.
- On or before August 1, 2020, participating local governments must certify to DFM the amount of tax relief that they will provide citizens under this program a copy of which shall also be submitted with the county clerk and county treasurer of the respective county.

Payroll Definitions

For the purposes of this program, the following definitions apply:

- “Payroll costs” means the costs associated with salary, health benefits, and variable benefits, including retirement, health insurance, and workers comp. This does not include hazard pay or overtime benefits that have been or will be covered using other sources of federal funds.
- “Public health employees” means the following entities that the local government can attest have been substantially dedicated to COVID:
 - Personnel associated with the Idaho Public Health Districts.

- “Public safety employees” means the following entities that the local government can attest have been substantially dedicated to COVID:
 - County Sheriff deputies, including patrol, jail, and dispatch,
 - County coroners and coroner staff
 - Police officers,
 - Juvenile and adult detention and probation officers,
 - Firefighters,
 - Ambulance – inclusive of EMS and paramedics, and
 - Emergency management and emergency communications employees

How will CFAC Determine How Much of a Local Government’s Payroll Costs Will Be Covered?

- CFAC will need to develop an allocation to each government that opts-in to participating. Approximately \$188 million is available for allocation (in addition to the \$94 million that has already been allocated).
- The allocation per local government will be dependent on the number of entities that opt into participation.
- CFAC will look at an allocation based on population and on estimated payroll expenses.
- Each local government will be provided their allocation estimate by July 24, 2020. If all local governments opt-in, it is likely that the allocation will be less than the total payroll costs.

How Should Local Governments Submit their Notice of Intent by July 17, 2020?

- The clerk of the local government shall notify the CFAC chairman electronically no later than 5:00 p.m. MT on July 17th.
- The notification should note the local government’s intent to participate in this program and will serve as the basis of CFAC establishing an allocation for the local government.
- The notice should be emailed to Alex Adams, CFAC Chairman, at Alex.Adams@DFM.idaho.gov

How Should Local Governments Compute their Payroll for Submission by July 17, 2020

- Payroll costs will only be covered for the time period covered under the CARES Act:
 - March 1, 2020 through December 30, 2020.
- For public health employees, each county should:
 - Multiply its annual health district assessment by 0.8333 to cover the time period covered by the CARES Act (10 months).
 - Multiply the 10-month assessment by 0.80
- For governments that contract with public safety employees:
 - If the contract is with another government entity that is participating in this program, the public safety payroll should be submitted only by the entity directly providing the service. This will avoid duplicate billing for the same employees.

- If the contract is with a private company or with another government entity that is NOT participating in this program, the county should ascertain the amount of the contract that is dedicated to personnel costs.
 - If this information is not readily available from the contractor, the government may multiply the contract by 0.50

How Should Local Governments Certify Their Property Tax Levy?

- The local government should certify their property tax with the State Tax Commission through normal procedures.
- To participate, the dollar amount of property taxes certified for the annual budget may not be increased by any growth factor, except for value shown on the new construction rolls and annexations (and other statutory exemptions).
- The amount of property tax relief will not be certified on the L2 as this will be provided separately by the participating local government.

How will Payroll Costs be Reimbursed?

- After completing their certification of property tax levy, each participating city and county government must submit to DFM their final intent to participate in the property tax relief program as well as the amount of property tax relief that they will provide citizens under this program by September 18, 2020.
- By September 18, 2020, each city and county government must submit documentation to the State Controller on their actual public health and public safety payroll expenses from March 1 through August 30, and their estimated payroll expenses through December 30.
- By October 1, 2020, DFM shall notify county treasurers of the amount of property tax relief for county residents.
- By December 15, 2020, the State Controller sends a check to city and county governments for covered payroll costs:
 - The covered amount must be within the CFAC allocation established for each city/county; **and**
 - The covered amount must not exceed 103% of the property tax relief certified on or before September 20, and may not exceed actual payroll costs, whichever amount is less.

Table 1. Example Local Government

Variable	City 1	City 2
CFAC Allocation	\$5,000,000	\$10,000,000
Certified Property Tax Relief	\$2,000,000	\$5,000,000
Public Health and Public Safety Payroll	\$3,000,000	\$5,500,000

Amount of Payroll to be Reimbursed by Coronavirus Relief Fund	\$2,060,000	\$5,150,000
Description	Reimbursed at 103% of certified property tax relief and within CFAC allocation	Reimbursed at 103% of certified property tax relief and within CFAC allocation

How Will Taxpayers See the Property Tax Savings?

- Property tax savings will show up as a credit on the property tax notice.
- The property tax credit will reduce the overall amount of property taxes paid by Idaho taxpayers.

Who Can I Contact for More Information?

- Alex Adams, CFAC Chairman
Alex.Adams@DFM.idaho.gov
(208) 854-3053

DRAFT