

## 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

Bonners Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

**AGENDA**  
**CITY COUNCIL MEETING**  
**Bonners Ferry City Hall**  
**7232 Main Street**  
**267-3105**  
**February 15, 2022**  
**6:00 pm**

**Join video Zoom meeting:** <https://us02web.zoom.us/j/176727634>

**Meeting ID: 176727634**

**Join by phone: 253-215-8782**

### PLEDGE OF ALLEGIANCE

#### GUEST

Amy Manning with III-A presenting the annual report

Jan Bayer and Cal Bateman with the Boundary County School District regarding the school bond proposal

### 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/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 February 1, 2022 Council meeting minutes
4. Electric – Consider authorizing the Mayor to sign Change Order #3 from S & L Underground for the Moyie Dam Concrete Rehabilitation Project (attachment)

### OLD BUSINESS

5. **Sewer** – Suspend the reading rules and adopt Ordinance #602 for the City Sewer Ordinance {action item}

### NEW BUSINESS

6. **Sewer** – Consider authorizing the Mayor to sign the contract with Welch Comer to develop the site plan for Lift Station #5 (attachment) {action item}
7. **Police** – Consider the purchase of new tasers (attachment) {action item}
8. **City** – Consider authorizing the Mayor to sign the contract with American Tower Corporation for the Hoover Street Cell Tower lease (attachment) {action item}
9. **Executive Session** – Executive session pursuant to Idaho Code 74-206, Subsection 1 (f) to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated by imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement. {action item}

### ADJOURNMENT



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

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**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** February 9, 2022  
**RE:** Admin Update

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American Towers, the operator of the lease at the larger cell tower site near the city yard, has requested to extend our existing contract for an additional 30 years. We have received numerous offers over the years to sell this easement, or to be bought out of the existing land. Over these number of offers council has considered each and ultimately opted to stick with our current lease agreement with American Towers.

The existing contract is set to expire in March of 2030 and in order to show long standing commitments to their co-locators on the tower, they have approached the City with an offer to extend the lease until 2060. The proposal includes a \$5,000.00 signing bonus, along with an offer to double the existing monthly payment at the start of the new contract in, 2030. The attached PDF illustrates what this would look like and the benefit the city would receive over the life of the easement.

## FISCAL IMPACT

From current year to 2051, the amount the city stands to receive is just over \$768,000.00. All this money currently goes towards the support of general fund expenses.

## RECOMMENDATION

I would recommend authorizing the mayor to sign the contract with American Towers and associated documents, to extend a lease agreement to from 2030 to 2060, for the continued use of the city property for placement and use of a cellular tower.

Please let me know if you have any questions.

Thank you.

**MINUTES  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
February 1, 2022  
6:00 pm**

Mayor Dick Staples called the Council meeting of February 1, 2022, to order at 6:00 pm. Present for the meeting were: Council Members Valerie Thompson, Rick Alonzo, Ron Smith. Also, present were: City Engineer Mike Klaus, City Administrator Lisa Ailport, City Clerk/Treasurer Christine McNair, City Attorney Andrakay Pluid and Police Chief Brian Zimmerman. Members of the public present were: David Clark, Dave Gray, Robert Rains and Emily Bosant.

**PLEDGE OF ALLEGIANCE**

**PUBLIC COMMENTS**

There was no public comment.

**REPORTS**

Police Chief Brian Zimmerman said there have been four arrests due to fentanyl in the last two weeks.

City Administrator Lisa Ailport said there will be a kick-off for the Comprehensive Plan re-write with the Planning and Zoning commission on February 17, 2022. The City used \$46,648 of the BPA conservation money to reduce the kilowatt hours by 535,000 kwh.

City Engineer Mike Klaus said most of the work currently is regarding lift station #1 and the work at the Moyie Dam. He is also working on a pump design for the lower pond at the golf course.

**CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
  2. Approval of Bills and Payroll
  3. Approval of the January 18, 2022 Council meeting minutes, January 21, 2022 Special Council meeting minutes
- Rick Alonzo moved to approve the consent agenda. Ron Smith seconded the motion. The motion passed. Valerie Thompson – yes, Rick Alonzo – yes, Ron Smith – yes

**OLD BUSINESS**

**NEW BUSINESS**

4. **Sewer** – Consider Resolution 2022-2-1 for the City Sewer Standards (attachment) {action item}  
Mike said the City has relied on the Idaho standards. These City Sewer Standards give specific for developers and engineers to use. Ron Smith moved to adopt Resolution 2022-2-1 for the City Sewer Standards. Rick Alonzo seconded the motion. The motion passed. Ron Smith – yes, Rick Alonzo – yes, Valerie Thompson – yes
5. **Sewer** – Have the first reading by title only of Ordinance #602 for amendments to Title 10, Chapter 3 and approve the publication summary (attachment) {action item}  
Rick Alonzo moved to have the first reading by title only of Ordinance #602 for amendments to Title 10, Chapter 3 and approve the publication summary. Ron Smith seconded the motion. The motion passed. Rick Alonzo – yes, Ron Smith – yes, Valerie Thompson – yes. Lisa read the Ordinance #602 by title only.
6. **Sewer** – Suspend the reading rules and adopt Ordinance #602 for the City Sewer Ordinance  
Mayor Staples tabled this until the item to the next meeting since it was not agendized as an action item.

**ADJOURNMENT**

The meeting adjourned at 6:10 pm.



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

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**TO:** Mayor and City Council

**FROM:** Mike Klaus, City Engineer

**DATE:** February 7, 2022

**RE:** Electric Department - Moyie Dam Concrete Rehabilitation Project  
Change Order #3 and Pay Application #6

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City staff, S&L Underground, and JUB Engineers have been working in the off season to negotiate the change order amount for remainder of the concrete that needs to be replaced. As I have mentioned to Council at previous meetings, the amount of existing concrete that was removed in the first two phases exceeded what was originally expected.

Large areas of weak concrete was removed in the course of completing the hydro demolition for the first two phases of work, creating larger voids than expected. City staff and the contractor have found it difficult to determine the exact volume of the extra concrete required to replace what was removed because of the variable profile of the concrete.

With the last season as a reference the City and S&L Underground have endeavored to negotiate a volume of excess for the final phase to be completed in the summer 2022. The three parties came to an agreement on estimated percentages of overage and developed the attached Change Order #3 for \$97,000. I believe that Change Order #3 represents an equitable resolution for the City and the contractor and recommend approval. If Change Order #3 is approved, the total sum of the change orders would represent approximately 4.7% of the original bid amount and falls within the amount the City has budgeted for this project.

S&L Underground has also requested a release of retainage from the completed Parts A and C of the project that equates to \$101,598.00. A retainage amount of 5% is typically held out until the end of a project. Since parts A and C are complete and it has been verified with the tax commission that all of the required taxes have been paid by the contractor for those phases, it is reasonable to release the retainage.

With this memo, I recommend to Council that they approve Change Order #3 for \$97,000.00 and approve Application for Payment #6 for \$101,598.00

Please let me know if you have any questions.

Thank you,

Mike

# Change Order

No. 03

Date of Issuance: 1/31/22

Effective Date: 1/31/22

Project: Moyie Dam Concrete Rehabilitation Project	Owner: City of Bonners Ferry	Owner's Contract No.: N/A
Contract: Moyie Dam Concrete Rehabilitation Project – Schedules A, B, C, and Additive Alternative No. 1.	Date of Contract: 02/17/2021	
Contractor: S&L Underground, Inc.	Engineer's Project No.: 20-17-072	

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

**Description:**

Based on concrete quality and removal depths encountered in Schedule A and C in 2021, the Owner anticipates that Concrete Rehabilitation (Item SP-2) quantities estimated for Schedule B will exceed bid quantities. Similar to Change Order 1 discussions for Schedule A and C, the Owner proposes that in-place measuring of cubic yardage is impractical and unsafe for workers on the dam, and that dry bag quantity estimating is not preferred. Accordingly and with similar reasoning as Change Order 1, the Owner agrees to compensate Contractor for bid quantities of SP-2.B and SP-2.B-1, plus an additional 10% (approx. 26 cubic yards) for SP-2.B and SP-2.B-1 (Schedule B). By executing this change order, the Contractor agrees that no additional quantity is due for Concrete Rehabilitation or Hydro-Demolition items for Schedule B work.  
This change order also reconciles actual drain pipe installation quantities for Schedules A and C and establishes a new pay item for drain pipes anticipated under Schedule B.

**Attachments (list documents supporting change):**

**Change Order 3 Breakdown**

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$ 3,699,980.00

[Increase] [~~Decrease~~] from previously approved Change Orders No. 1 to No. 2:

\$ 3,776,980.00

Contract Price prior to this Change Order:

\$ 3,776,980.00

[Increase] [~~Decrease~~] of this Change Order:

\$ 97,000.00

Contract Price incorporating this Change Order:

\$ 3,873,980.00

Original Contract Times:  Working days  Calendar days

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

[Increase] [~~Decrease~~] from previously approved Change Orders No. \_\_\_\_\_ to No. \_\_\_\_\_:

— Substantial completion (days): \_\_\_\_\_

— Ready for final payment (days): \_\_\_\_\_

Contract Times prior to this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

[Increase] [~~Decrease~~] of this Change Order:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

Contract Times with all approved Change Orders:

— Substantial completion (days or date): \_\_\_\_\_

— Ready for final payment (days or date): \_\_\_\_\_

**RECOMMENDED:**

By: Angela Comstock  
Engineer (Authorized Signature)

Name: Angela Comstock, P.E.

**ACCEPTED:**

By: \_\_\_\_\_  
Owner (Authorized Signature)

Name: \_\_\_\_\_

**ACCEPTED:**

By: Shem Johnson  
Contractor (Authorized Signature)

Name: Shem Johnson

**Moyie Dam Concrete Rehabilitation Project - Change Order 3 Breakdown**

Prepared by Angela Comstock, P.E. 1/31/22

Item	Description	Bid Quantity	CO Quantity	Bid Price	Net Change
SP-2.B	Schedule B - Concrete Rehabilitation (Plan Quantity)	235 CY	23.5 CY	\$3,500	\$82,250
SP-2.B-1	Demolition and Rehabilitation Contingency	25 CY	2.5 CY	\$3,500	\$8,750
SP-3	Drain Pipe Installation (Schedules A and C)*	20 EA	2 EA	\$500	\$1,000
SP-3.1	Drain Pipe Installation (Schedule B)**	0 EA	10 EA	\$500	\$5,000
<b>Change Order 3 Total</b>					<b>\$97,000</b>

Original Contract Amount \$ 3,699,980.00  
Contract Amount with CO1 and CO2 \$ 3,776,980.00  
**Contract Amount with CO3 \$ 3,873,980.00**

\* Actual quantity installed

\*\* Estimated quantity to be installed

**Contractor's Application for Payment No. Six (06)**

Application Period: <b>Work Accomplished Through Nov 11, 2021</b> Application Date: Jun 26, 2022	Via (Engineer): J-U-B ENGINEERS, Inc.
To (Owner): City of Bommers Ferry	Contract: Moyie Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternate No. 1
Project: Moyie Dam Concrete Rehabilitation Project	Contractor's Project No.: 20-17-072
Owner's Contract No.:	Engineer's Project No.:

**Application For Payment  
Change Order Summary**

Approved Change Orders Number	Additions	Deductions	
1	\$77,000.00	\$0.00	
2	\$0.00	\$0.00	
3	\$97,000.00	\$0.00	
4		\$0.00	
5			
6			
7			
8			
9			
10			
<b>TOTALS</b>		\$174,000.00	\$0.00
<b>NET CHANGE BY CHANGE ORDERS</b>		\$174,000.00	

1. ORIGINAL CONTRACT PRICE \$ 3,699,980.00
2. Net change by Change Orders \$ 174,000.00
3. Current Contract Price (Line 1 + 2) \$ 3,873,980.00
4. TOTAL COMPLETED AND STORED TO DATE (Column F on Progress Estimate) \$ 2,054,960.00
5. RETAINAGE:
  - a. 1 (A-C) 4% 0% X \$ 2,031,950.00 Work Completed \$ -
  - a. 2 (B, C) 5% X \$ 23,000.00 \$ 1,150.00
  - b. 5% X \$ - Stored Material \$ -
  - c. Total Retainage (Line 5a + Line 5b) \$ 1,150.00
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c) \$ 2,053,810.00
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application) \$ 1,952,212.00
8. AMOUNT DUE THIS APPLICATION \$ 101,598.00
9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above) \$ 1,820,170.00

Payment of: \$101,598.00  
 (Line 8 or other - attach explanation of the other amount) 1/31/22 (Date)

is recommended by: J-U-B ENGINEERS, Inc. (Date)

Payment of: \$101,598.00 (Date)

is approved by: City of Bommers Ferry (Date)

Approved by: Funding Agency (if applicable) (Date)

Approved by: Funding Agency (if applicable) (Date)

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 not defective.

Signature: [Signature] Date: 1/31/22  
 By: S&L Underground

**Contract Day Summary**

Feb 18, 2021 Notice to Proceed Date

The Date of Substantial Completion for Schedule A is on or before 10/31/2021.

The Date of Substantial Completion for Schedule B is on or before 10/31/2022.

The Date of Substantial Completion for Schedule C is on or before 10/31/2023.

The Date of Readiness for Final Payment for Schedule A is on or before 11/30/2021.

The Date of Readiness for Final Payment for Schedule B is on or before 11/30/2022.

The Date of Readiness for Final Payment for Schedule C is on or before 11/30/2023.



**Progress Estimate**

City of Bismarck  
 Mayne Dam Concrete Rehabilitation Project - Schedules A, B, C and Additive Alternates No. 1  
 Application Period: Nov 11, 2021  
 Application Number: 518 (06)  
 Application Date: Jan 25, 2022

Contractor's Application

Item	A			B			C			Work Completed		E	F	G
	Bid Item No.	Description	Unit of Met.	Unit Price	Total Price	Bid Qty	Only Previous Applications	Only This Period	D.1	D.2	Materials Presently Stored (net in C or D)			
<b>BASE BID</b>														
<b>Schedule A - WEST SPILLWAY</b>														
02010.A	Mobilization, Bonding, Staging and Access	1	LS \$110,000.00	\$110,000.00	\$110,000.00	1.00				\$ 110,000.00		\$110,000.00	100.0%	\$0.00
02225.A	Hydro-Demolition	7429	SF \$60.00	\$444,540.00	\$444,540.00	7,429.00				\$ 444,540.00		\$444,540.00	100.0%	\$0.00
02374.A	Erosion Control and Mitigation	1	LS \$60,000.00	\$60,000.00	\$60,000.00	1.00				\$ 60,000.00		\$60,000.00	100.0%	\$0.00
SP-1.A	Work Plan	1	LS \$5,000.00	\$5,000.00	\$5,000.00	1.00				\$ 5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.A	Concrete Rehabilitation (Plan Quantity)	154	CY \$3,500.00	\$539,000.00	\$539,000.00	154.00				\$ 539,000.00		\$539,000.00	100.0%	\$0.00
SP-2.A-1	Demolition and Rehabilitation Contingency	15	CY \$3,500.00	\$52,500.00	\$52,500.00	15.00				\$ 52,500.00		\$52,500.00	100.0%	\$0.00
<b>Schedule B - EAST SPILLWAY</b>														
02010.B	Mobilization, Bonding, Staging and Access	1	LS \$170,000.00	\$170,000.00	\$170,000.00	0.00				\$ -		\$ -	0.0%	\$170,000.00
02225.B	Hydro-Demolition	8517	SF \$60.00	\$511,020.00	\$511,020.00	8,517.00				\$ -		\$ -	0.0%	\$511,020.00
02374.B	Erosion Control and Mitigation	1	LS \$80,000.00	\$80,000.00	\$80,000.00	0.20				\$ 16,000.00		\$16,000.00	20.0%	\$72,000.00
SP-1.B	Work Plan	1	LS \$5,000.00	\$5,000.00	\$5,000.00	1.00				\$ 5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.B	Concrete Rehabilitation (Plan Quantity)	226	CY \$3,500.00	\$791,000.00	\$791,000.00	226.00				\$ -		\$ -	0.0%	\$791,000.00
SP-2.B-1	Demolition and Rehabilitation Contingency	22	CY \$3,500.00	\$77,000.00	\$77,000.00	22.00				\$ -		\$ -	0.0%	\$77,000.00
<b>Schedule C - DAM FACE</b>														
02010.C	Mobilization, Bonding, Staging and Access	1	LS \$60,000.00	\$60,000.00	\$60,000.00	1.00				\$ 60,000.00		\$60,000.00	100.0%	\$0.00
02225.C	Hydro-Demolition	4382	SF \$60.00	\$262,920.00	\$262,920.00	4,382.00				\$ 262,920.00		\$262,920.00	100.0%	\$0.00
02374.C	Erosion Control and Mitigation	1	LS \$50,000.00	\$50,000.00	\$50,000.00	1.00				\$ 50,000.00		\$50,000.00	100.0%	\$0.00
02600.C	Site Rehabilitation	1	LS \$75,000.00	\$75,000.00	\$75,000.00	1.00				\$ 75,000.00		\$75,000.00	100.0%	\$0.00
SP-1.C	Work Plan	1	LS \$5,000.00	\$5,000.00	\$5,000.00	1.00				\$ 5,000.00		\$5,000.00	100.0%	\$0.00
SP-2.C	Concrete Rehabilitation (Plan Quantity)	70	CY \$3,500.00	\$245,000.00	\$245,000.00	70.00				\$ -		\$ -	0.0%	\$245,000.00
SP-2.C-1	Demolition and Rehabilitation Contingency	10	CY \$3,500.00	\$35,000.00	\$35,000.00	10.00				\$ 35,000.00		\$35,000.00	100.0%	\$0.00
AUD ALT NO. 1	Drain Pipe Installation	20	EA \$500.00	\$10,000.00	\$10,000.00	22.00				\$ 11,000.00		\$11,000.00	100.0%	\$-1,000.00
<b>CHANGE ORDER NO. 1</b>														
SP-2.A	Schedule A - Concrete Rehabilitation (Plan Quantity) - CO 1	8	CY \$3,500.00	\$28,000.00	\$28,000.00	8.00				\$ 28,000.00		\$28,000.00	100.0%	\$0.00
SP-2.C	Schedule C - Concrete Rehabilitation (Plan Quantity) - CO 1	14	CY \$3,500.00	\$49,000.00	\$49,000.00	14.00				\$ 49,000.00		\$49,000.00	100.0%	\$0.00
<b>CHANGE ORDER NO. 2</b>														
NCA	CO#2 a work schedule CO only.	0	NA \$0.00	\$0.00	\$0.00	0.00				\$ -		\$ -	0.0%	\$0.00
<b>CHANGE ORDER NO. 3</b>														
SP-2.B	Schedule B - Concrete Rehabilitation (Plan Quantity)	23.5	CY \$3,500.00	\$82,250.00	\$82,250.00	0.00				\$ -		\$ -	0.0%	\$82,250.00
SP-2.B-1	Demolition and Rehabilitation Contingency	2.5	CY \$3,500.00	\$8,750.00	\$8,750.00	0.00				\$ -		\$ -	0.0%	\$8,750.00
SP-3	Drain Pipe Installation (Schedules A and C) Quantity Adjustment	2	EA \$500.00	\$1,000.00	\$1,000.00	0.00				\$ -		\$ -	0.0%	\$1,000.00
SP-3.1	Drain Pipe Installation (Schedule B)	10	EA \$500.00	\$5,000.00	\$5,000.00	0.00				\$ -		\$ -	0.0%	\$5,000.00
<b>Totals: A</b>														
<b>Totals: B</b>														
<b>Totals: C</b>														
<b>Totals: B w/ CO#2</b>														
<b>Totals: A+B+C+CO#1</b>														
<b>Totals: ALL</b>														
											\$0.00	\$2,054,980.00	53.0%	\$1,819,020.00



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER

**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer  
**DATE:** February 7, 2022  
**RE:** Lift Station #5 Site Plan

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I have been working with Welch Comer and Associates to assist in creating a site plan for replacing lift station #5 which is located on BNSF property west of Super 1 Foods. In the City's Wastewater Master Plan, replacing lift station #5 is identified as one of the top priorities. A few years ago the City planned to move forward with its replacement, but lacked sufficient funds to complete it, even with the help of a grant. So the City installed a chopper pump at lift station #5 to help alleviate some of the maintenance problems until a new station could be purchased.

One of the challenges to replacing the station is having to move it within BNSF property. To complete that process takes time and a site plan. I asked Welch Comer to help with that process and they have provided the attached agreement and scope of work. Once their work is complete the City will have a topographic site plan that can be used for designing the replacement lift station. Staffs intention is to have the site plan and permission to move the lift station in 2022, and have a design ready for construction in 2023.

With this memo I request that the Council approve the attached agreement with Welch Comer and Associates for \$7,500.

Please contact me with any questions you may have.

Thank you,

A handwritten signature in blue ink that reads "Mike".

Mike

## SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of \_\_\_\_\_ (“Effective Date”) between City of Bonners Ferry (“Owner”) and Welch Comer & Associates, Inc. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Lift Station Relocation (“Project”).

Engineer’s services under this Agreement are generally identified as follows: (“Services”).

City has an existing wastewater lift station located with BNSF railroad right of way. They wish to retain Engineer to assist in potentially relocating the lift station.

Preliminary Engineering Phase:

Engineer will:

- Prepare preliminary site plan for BNSF.
- Coordinate with BNSF and prepare an application for a new lift station.
- Make a determination of land acquisition feasibility.
- Prepare a base map and topographic survey for project design.

Assumptions:

- City will pay all permit fees.
- Preparation of a preliminary engineering report and lift station design is not included in this scope of service but may be added by Client.
- Title reports (if required) will be paid as a reimbursable expense, with prior City authorization.

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Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

## 2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

## 2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:
1. An amount equal to the cumulative hours charged to the Project by each class of Engineer's employees times standard hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
  2. Engineer's Standard Hourly Rates are attached as Appendix 1.
  3. Engineer's Reimbursable Rate Schedule is attached as Appendix 2.
  4. The total compensation for Services and reimbursable expenses shall not exceed \$7,500.00 without prior written approval.
  5. Engineer may alter the distribution of compensation between individual phases of the work to be consistent with services actually rendered, but shall not exceed the total estimated compensation amount unless approved in writing by Owner.

2.03 *Compensation for Reimbursable Expenses and Subconsultants:* The amounts payable to Engineer for Reimbursable Expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses and Subconsultants allocable to the Project, the latter multiplied by a factor of 1.15.

2.04 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 1.

### 3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,
    - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
    - b. By Engineer:
      - 1) Upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
      - 2) Upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
    - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
    - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

### 4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited

license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
  2. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
  3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
  4. Such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank

Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

- M. CERTIFICATION CONCERNING BOYCOTT OF ISRAEL: Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein

#### 6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

#### *Definitions*

- B. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- C. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### *Attachments:*

Appendix 1, Engineer's Standard Hourly Rates

Appendix 2, Engineer's Reimbursable Rate Schedule



IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Bonners Ferry

Engineer: Welch Comer & Associates, Inc.

By: \_\_\_\_\_

By: [Signature]

Print name: \_\_\_\_\_

Print name: Steven B. Cordes, P.E.

Title: \_\_\_\_\_

Title: Principal

Date Signed: \_\_\_\_\_

Date Signed: 2/3/22

Address for Owner's receipt of notices:

Address for Engineer's receipt of notices:

City of Bonners Ferry

Welch Comer & Associates, Inc.

PO Box 149

330 E. Lakeside Avenue, ste 101

Bonners Ferry, ID 83805

Coeur d'Alene, ID 83814

PM Approval [Signature]

Peer Review

This is **Appendix 1 to EXHIBIT C**, consisting of 1 page, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated February 2022.

### **Standard Hourly Rates Schedule**

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A. *Standard Hourly Rates:*

Standard Hourly Rates are set forth in this Appendix 1 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit. The Standard Hourly Rates Schedule will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C.

The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

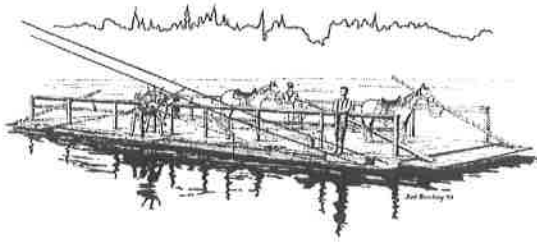
Special Services	\$250.00/hour
Expert Witness	280.00/hour
Public Involvement Specialist	125.00/hour
Principal Engineer III	225.00/hour
Principal Engineer II	210.00/hour
Principal Engineer I	195.00/hour
Sr. Project Manager	180.00/hour
Project Manager	165.00/hour
Engineer VI	170.00/hour
Engineer V	165.00/hour
Engineer IV	155.00/hour
Engineer III	140.00/hour
Engineer II	130.00/hour
Engineer I	120.00/hour
Engineering Assistant	70.00/hour
Sr. Engineer Tech II	120.00/hour
Sr. Engineer Tech I	110.00/hour
Engineering Technician	100.00/hour
Environmental Scientist	115.00/hour
Survey Manager	180.00/hour
Professional Land Surveyor II	165.00/hour
Professional Land Surveyor I	155.00/hour
Crew Chief II	120.00/hour
Crew Chief I	115.00/hour
Crew Member	100.00/hour
Survey Technician II	115.00/hour
Survey Technician I	110.00/hour
GIS Manager	133.00/hour
GIS Technician II	110.00/hour
GIS Technician I	95.00/hour
Engineering Designer I	125.00/hour
Cad Technician IV	120.00/hour
Cad Technician III	110.00/hour
Cad Technician II	100.00/hour
Cad Technician I	90.00/hour
Sr. Project Administrator	92.00/hour
Project Administrator	82.00/hour
Sr. Administrative Assistant	72.00/hour
Administrative Assistant	62.00/hour
No Charge Services	0.00/hour

**Reimbursable Expenses Schedule**

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Reimbursable Expenses will be adjusted annually to reflect equitable changes in the compensation payable to Engineer per Exhibit C. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

Letter/Legal Size Copies/Impressions (B/W)	\$0.10/page
Double Sided Letter & Legal Size Copies/Impressions (B/W)	\$0.13/page
Ledger Size Copies/Impressions (B/W)	\$0.20/page
Double Sided Ledger Size Copies/Impressions (B/W)	\$0.25/page
Cardstock Copies/Impressions (B/W)	\$0.31/page
Letter/Legal Cardstock Copies/Impressions (Color)	\$0.99/page
Ledger Size Copies/Impressions (Color)	\$1.98/page
Color Transparency	\$2.49/page
Plot on Paper B&W (18" x 24")	\$0.90/sheet
Plot on Paper Color (18" x 24")	\$4.50/sheet
Plot on Paper B&W (18" x 27 ")	\$0.90/sheet
Plot on Paper Color (18" x 27 ")	\$4.50/sheet
Plot on Photo Paper/Mylar (18" x 27")	\$8.25/sheet
Plot on Paper B&W (22" x 34")	\$1.80/sheet
Plot on Paper Color (22" x 34")	\$9.00/sheet
Plot on Paper B&W (22" x 36")	\$1.80/sheet
Plot on Paper Color (22" x 36")	\$9.00/sheet
Plot on Paper B&W (24" x 36")	\$1.80/sheet
Plot on Paper Color (24" x 36")	\$9.00/sheet
Plot on Paper B&W (30" x 42")	\$2.70/sheet
Plot on Paper Color (30" x 42")	\$13.50/Sheet
Plot on Paper B&W (34" x 44")	\$3.30/sheet
Plot on Paper Color (34" x 44")	\$16.50/sheet
Plot on Paper B&W (36" x 48")	\$3.60/sheet
Plot on Paper Color (36" x 48")	\$18.00/sheet
Plot on Paper B&W (36" x 120")	\$9.00/sheet
Plot on Paper Color (36" x 120")	\$45.00/sheet
Mileage (auto)	\$0.585/Mile
Ortho Rectified Aerial Image	\$1,000/each
GPS Per Hour Billing	\$30.00/hour
GPS Per Hour Billing – Base and Rover	\$60.00/hour
Robotics Hourly Billing- 2 Man	\$35.00/hour
Robotics Hourly Billing – 1 Man	\$60.00/hour
Digital Level	\$15.00/hour
Water Pressure Recorder	\$35.00/day
Meals and Lodging	Per Diem Rate
Pix4D Survey Software	\$200.00/each
Virtual Surveyor Software	\$20.00/hour



## CITY OF BONNERS FERRY

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

### MEMO- POLICE DEPARTMENT

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**TO:** Mayor and City Council  
**FROM:** Brian Zimmerman, Police Chief  
**DATE:** August 30, 2021

**RE: TASER**

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In our attempt to schedule a re-certification for our officers and the use of the TASER, we learned they will not currently train and re-certify on the X26 model. They are roughly 20 years old and certainly obsolete, but we had no idea we couldn't recertify with our units.

The Ninth Circuit Court of Appeals have made it very clear that we are required to have these tools at our disposal for the 'use of force continuum.' It is not an option.

The updated version is a TASER 7 and the quote from Axon Enterprise, Inc, (The manufacture of the TASER) is \$16,610. This package includes holsters, a charging bank, and cartridges for training.

I am asking for the approval for this purchase.

Brian

Brian Zimmerman  
Chief of Police  
Bonners Ferry Police Department



# MEMO

CITY OF BONNERS FERRY  
OFFICE OF THE CITY ADMINISTRATOR

---

**TO:** Mayor and City Council  
**FROM:** Lisa Ailport, City Administrator *LMA*  
**DATE:** February 9, 2022  
**RE:** American Towers Request to Extend Lease to 2060

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American Towers, the operator of the lease at the larger cell tower site near the city yard, has requested to extend our existing contract for an additional 30 years. We have received numerous offers over the years to sell this easement, or to be bought out of the existing land. Over these number of offers council has considered each and ultimately opted to stick with our current lease agreement with American Towers.

The existing contract is set to expire in March of 2030 and in order to show long standing commitments to their co-locators on the tower, they have approached the City with an offer to extend the lease until 2060. The proposal includes a \$5,000.00 signing bonus, along with an offer to double the existing monthly payment at the start of the new contract in, 2030. The attached PDF illustrates what this would look like and the benefit the city would receive over the life of the easement.

## FISCAL IMPACT

From current year to 2051, the amount the city stands to receive is just over \$768,000.00. All this money currently goes towards the support of general fund expenses.

## RECOMMENDATION

I would recommend authorizing the mayor to sign the contract with American Towers and associated documents, to extend a lease agreement to from 2030 to 2060, for the continued use of the city property for placement and use of a cellular tower.

Please let me know if you have any questions.

Thank you.

## THE FIRST AMENDMENT TO LAND LEASE AGREEMENT

This First Amendment to Land Lease (this "**Amendment**") is made effective as of the latter signature date hereof (the "**Effective Date**") by and between **The City of Bonners Ferry**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**") (Landlord and Tenant being collectively referred to herein as the "**Parties**").

### RECITALS

**WHEREAS**, Landlord owns the real property described on Exhibit A attached hereto and by this reference made a part hereof (the "**Parent Parcel**"); and

**WHEREAS**, Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 24, 2005 (as the same may have been amended, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises are also described on Exhibit A; and

**WHEREAS**, Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein; and

**WHEREAS**, Tenant has granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA; and

**WHEREAS**, Landlord and Tenant desire to amend the terms of the Lease to extend the term thereof and to otherwise modify the Lease as expressly provided herein.

**NOW THEREFORE**, in consideration of the foregoing recitals and the mutual covenants set forth herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **One-Time Payment.** Tenant shall pay to Landlord a one-time payment in the amount of **Five Thousand and No/100 Dollars (\$5,000.00)**, payable within thirty (30) days of the Effective Date and subject to the following conditions precedent: (a) Tenant's receipt of this Amendment executed by Landlord, on or before January 17, 2022; (b) Tenant's confirmation that Landlord's statements as further set forth in this Amendment are true, accurate, and complete, including verification of Landlord's ownership; (c) Tenant's receipt of any documents and other items reasonably requested by Tenant in order to effectuate the transaction and payment contemplated herein; and (d) receipt by Tenant of an original Memorandum (as defined herein) executed by Landlord.
2. **Lease Term Extended.** Notwithstanding anything to the contrary contained in the Lease or this Amendment, the Parties agree the Lease originally commenced on April 1, 2005, and, without giving effect to the terms of this Amendment but assuming the exercise by Tenant of all remaining renewal options contained in the Lease (each an "**Existing Renewal Term**" and, collectively, the "**Existing Renewal Terms**"), the Lease is otherwise scheduled to expire on March 31, 2030. In addition to any Existing Renewal Term(s), the Lease is hereby amended to provide Tenant with the option to extend the Lease for each of six (6) additional five (5) year renewal terms (each a "**New Renewal Term**" and, collectively, the "**New Renewal Terms**"). Notwithstanding anything to the contrary contained in the Lease, as modified by this Amendment, (a) all Existing Renewal Terms and New Renewal Terms shall

automatically renew unless Tenant notifies Landlord that Tenant elects not to renew the Lease at least sixty (60) days prior to the commencement of the next Renewal Term (as defined below) and (b) Landlord shall be able to terminate the Lease only in the event of a material default by Tenant, which default is not cured within sixty (60) days of Tenant's receipt of written notice thereof, provided, however, in the event that Tenant has diligently commenced to cure a material default within sixty (60) days of Tenant's actual receipt of notice thereof and reasonably requires additional time beyond the sixty (60) day cure period described herein to effect such cure, Tenant shall have such additional time as is necessary (beyond the sixty [60] day cure period) to effect the cure. References in this Amendment to "**Renewal Term**" shall refer, collectively, to the Existing Renewal Term(s) and the New Renewal Term(s). The Landlord hereby agrees to execute and return to Tenant an original Memorandum of Lease in the form and of the substance attached hereto as **Exhibit B** and by this reference made a part hereof (the "**Memorandum**") executed by Landlord, together with any applicable forms needed to record the Memorandum, which forms shall be supplied by Tenant to Landlord.

3. **Rent and Escalation.** The Parties hereby acknowledge and agree that all applicable increases and escalations to the rental payments under the Lease shall continue in full force and effect through March 31, 2030. Commencing on April 1, 2030, the rent payable from Tenant to Landlord under the Lease is hereby increased to **One Thousand Eight Hundred Twenty-Nine and 49/100 Dollars (\$1,829.49)** per month (the "**Rent**"). Commencing on April 1, 2031, and on each successive annual anniversary thereof, Rent due under the Lease, as modified by this Amendment, shall increase by an amount equal to **three percent (3%)** of the then current Rent. In the event of any overpayment of Rent prior to or after the Effective Date, Tenant shall have the right to deduct from any future Rent payments an amount equal to the overpayment amount. Notwithstanding anything to the contrary contained in the Lease, all Rent and any other payments expressly required to be paid by Tenant to Landlord under the Lease and this Amendment shall be paid to **CITY OF BONNERS FERRY ID**.
4. **Landlord and Tenant Acknowledgments.** Except as modified herein, the Lease and all provisions contained therein remain in full force and effect and are hereby ratified and affirmed. In the event there is a conflict between the Lease and this Amendment, this Amendment shall control. The Parties hereby agree that no defaults exist under the Lease. To the extent Tenant needed consent and/or approval from Landlord for any of Tenant's activities at and uses of the site prior to the Effective Date, including subleasing to American Tower, Landlord's execution of this Amendment is and shall be considered consent to and approval of all such activities and uses and confirmation that no additional consideration is owed to Landlord for such activities and uses. Landlord hereby acknowledges and agrees that Tenant shall not need consent or approval from, or to provide notice to, Landlord for any future activities at or uses of the Leased Premises, including, without limitation, subleasing and licensing to additional customers, installing, modifying, repairing, or replacing improvements within the Leased Premises, and/or assigning all or any portion of Tenant's interest in the Lease, as modified by this Amendment. Tenant and Tenant's sublessees and customers shall have vehicular (specifically including truck) and pedestrian access to the Leased Premises from a public right of way on a 24 hours per day, 7 days per week basis, together with utilities services to the Leased Premises from a public right of way. Upon request by Tenant and at Tenant's sole cost and expense and for no additional consideration to Landlord, Landlord hereby agrees to promptly execute and return to Tenant building permits, zoning applications and other forms and documents, including a memorandum of lease, as required for the use of the Leased Premises by Tenant and/or Tenant's customers, licensees, and sublessees. Landlord hereby appoints Tenant as Landlord's attorney-in-fact coupled with an interest to prepare, execute and deliver land use and zoning and building permit applications that concern the Leased Premises, on behalf of Landlord with federal, state and local governmental authorities, provided that such applications shall be limited strictly to the use of the Leased Premises as a wireless telecommunications facility and that such attorney-in-fact shall not allow Tenant to re-zone or otherwise reclassify the Leased Premises or the

Parent Parcel. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment.

5. **Non-Compete**. During the original term, any Existing Renewal Terms, and/or any New Renewal Terms of the Lease, as modified by this Amendment, Landlord shall not sell, transfer, grant, convey, lease, and/or license by deed, easement, lease, license or other legal instrument, an interest in and to, or the right to use or occupy any portion of the Parent Parcel to any person or entity directly or indirectly engaged in the business of owning, acquiring, operating, managing, investing in or leasing wireless telecommunications infrastructure (any such person or entity, a "**Third Party Competitor**") without the prior written consent of Tenant, which may be withheld, conditioned, and/or delayed in Tenant's sole, reasonable discretion.
  
6. **Limited Right of First Refusal**. The Parties acknowledge and agree that Section 13 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the obligations of the Parties with respect to Tenant's right of first refusal shall be controlled by this Section of this Amendment. Notwithstanding anything to the contrary contained herein, this paragraph shall not apply to any fee simple sale of the Parent Parcel from Landlord to any prospective purchaser that is not a Third Party Competitor or to American Tower. If Landlord receives an offer or desires to offer to: (i) sell or convey any interest (including, but not limited to, leaseholds or easements) in any real property of which the Leased Premises is a part to a Third Party Competitor or (ii) assign all or any portion of Landlord's interest in the Lease to a Third Party Competitor (any such offer, the "**Offer**"), Tenant shall have the right of first refusal to purchase the real property or other interest being offered by Landlord in connection with the Offer on the same terms and conditions. If Tenant elects, in its sole and absolute discretion, to exercise its right of first refusal as provided herein, Tenant must provide Landlord with notice of its election not later than forty-five (45) days after Tenant receives written notice from Landlord of the Offer. If Tenant elects not to exercise Tenant's right of first refusal with respect to an Offer as provided herein, Landlord may complete the transaction contemplated in the Offer with the Third Party Competitor on the stated terms and price but with the express condition that such sale is made subject to the terms of the Lease, as modified by this Amendment. Landlord hereby acknowledges and agrees that any sale or conveyance by Landlord in violation of this Section is and shall be deemed to be null and void and of no force and effect. The terms, provisions, and conditions of this Section shall survive the execution and delivery of this Amendment. For the avoidance of doubt, American Tower, its affiliates and subsidiaries, shall not be considered a Third Party Competitor and this provision shall not apply to future transactions with American Tower, its affiliates and subsidiaries.
  
7. **Landlord Statements**. Landlord hereby represents and warrants to Tenant that: (i) to the extent applicable, Landlord is duly organized, validly existing, and in good standing in the jurisdiction in which Landlord was organized, formed, or incorporated, as applicable, and is otherwise in good standing and authorized to transact business in each other jurisdiction in which such qualifications are required; (ii) Landlord has the full power and authority to enter into and perform its obligations under this Amendment, and, to the extent applicable, the person(s) executing this Amendment on behalf of Landlord, have the authority to enter into and deliver this Amendment on behalf of Landlord; (iii) no consent, authorization, order, or approval of, or filing or registration with, any governmental authority or other person or entity is required for the execution and delivery by Landlord of this Amendment; (iv) Landlord is the sole owner of the Leased Premises and all other portions of the Parent Parcel; (v) to the best of Landlord's knowledge, there are no agreements, liens, encumbrances, claims, claims of lien, proceedings, or other matters (whether filed or recorded in the applicable public records or not) related to, encumbering, asserted against, threatened against, and/or pending with respect to the Leased Premises or any other portion of the Parent Parcel which do or could (now or any time in the future) adversely impact, limit, and/or impair Tenant's rights under the Lease, as amended and modified by this



Amendment; (vi) so long as Tenant performs its obligations under the Lease, Tenant shall peaceably and quietly have, hold and enjoy the Leased Premises, and Landlord shall not act or permit any third person to act in any manner which would interfere with or disrupt Tenant's business or frustrate Tenant or Tenant's customers' use of the Leased Premises and (vii) the square footage of the Leased Premises is the greater of Tenant's existing improvements on the Parent Parcel or the land area conveyed to Tenant under the Lease. The representations and warranties of Landlord made in this Section shall survive the execution and delivery of this Amendment. Landlord hereby does and agrees to indemnify Tenant for any damages, losses, costs, fees, expenses, or charges of any kind sustained or incurred by Tenant as a result of the breach of the representations and warranties made herein or if any of the representations and warranties made herein prove to be untrue. The aforementioned indemnification shall survive the execution and delivery of this Amendment.

8. **Notices.** The Parties acknowledge and agree that Section 20 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date the notice address and requirements of the Lease, as modified by this Amendment, shall be controlled by this Section of this Amendment. All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 7232 Main Street, Bonners Ferry, ID 83805; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; with copy to: American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801; and also with copy to: Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the Parties, by thirty (30) days prior written notice to the others in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
9. **Counterparts.** This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument, even though all Parties are not signatories to the original or the same counterpart. Furthermore, the Parties may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Parties agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent as an original signature.
10. **Governing Law.** The Parties acknowledge and agree that Section 18 of the Lease is hereby deleted in its entirety and is of no further force and effect. From and after the Effective Date and notwithstanding anything to the contrary contained in the Lease and in this Amendment, the Lease and this Amendment shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.
11. **Waiver.** Notwithstanding anything to the contrary contained herein, in no event shall Landlord or Tenant be liable to the other for, and Landlord and Tenant hereby waive, to the fullest extent permitted under applicable law, the right to recover incidental, consequential (including, without limitation, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages.
12. **Tenant's Securitization Rights; Estoppel.** Landlord hereby consents to the granting by Tenant and/or American Tower of one or more leasehold mortgages, collateral assignments, liens, and/or other security interests (collectively, a "***Security Interest***") in Tenant's (or American Tower's) interest in the Lease, as

amended, and all of Tenant's (or American Tower's) property and fixtures attached to and lying within the Leased Premises and further consents to the exercise by Tenant's (or American Tower's) mortgagee ("**Tenant's Mortgagee**") of its rights to exercise its remedies, including without limitation foreclosure, with respect to any such Security Interest. Landlord shall recognize the holder of any such Security Interest of which Landlord is given prior written notice (any such holder, a "**Holder**") as "Tenant" hereunder in the event a Holder succeeds to the interest of Tenant and/or American Tower hereunder by the exercise of such remedies. Landlord further agrees to execute a written estoppel certificate within thirty (30) days of written request of the same by Tenant, American Tower or Holder.

13. **Taxes.** During the term of the Lease, as modified by this Amendment, Tenant shall pay when due all real property, personal property, and other taxes, fees, and assessments that are directly attributable to Tenant's improvements on the Leased Premises (the "**Applicable Taxes**") directly to the local taxing authority to the extent that the Applicable Taxes are billed directly to Tenant. Tenant hereby agrees to reimburse Landlord for any Applicable Taxes billed directly to Landlord (which shall not include any taxes or other assessments attributable to periods prior to the Effective Date). Landlord must furnish written documentation (the substance and form of which shall be reasonably satisfactory to Tenant) of any Applicable Taxes along with proof of payment of the same by Landlord. Landlord shall submit requests for reimbursement in writing to: *American Tower Corporation, Attn: Landlord Relations, 10 Presidential Way, Woburn, MA 01801* unless otherwise directed by Tenant from time to time. Subject to the requirements set forth in this Section, Tenant shall make such reimbursement payment within forty-five (45) days of receipt of a written reimbursement request from Landlord. Anything to the contrary notwithstanding, Landlord is only eligible for reimbursement if Landlord requests reimbursement within one (1) year after the date such taxes became due. Additionally, Landlord shall not be entitled to reimbursement for any costs associated with an increase in the value of Landlord's real property calculated based on any monetary consideration paid from Tenant to Landlord. If Landlord fails to pay when due any real property, personal property, and other taxes, fees, and assessments affecting the Parent Parcel, Tenant shall have the right, but not the obligation, to pay such taxes on Landlord's behalf and: (i) deduct the full amount of any such taxes paid by Tenant on Landlord's behalf from any future payments required to be made by Tenant to Landlord hereunder; (ii) demand reimbursement from Landlord, which reimbursement payment Landlord shall make within thirty (30) days of such demand by Tenant; and/or (iii) collect from Landlord any such tax payments made by Tenant on Landlord's behalf by any lawful means.
14. **Conflict/Capitalized Terms.** The Parties hereby acknowledge and agree that in the event of a conflict between the terms and provisions of this Amendment and those contained in the Lease, the terms and provisions of this Amendment shall control. Except as otherwise defined or expressly provided in this Amendment, all capitalized terms used in this Amendment shall have the meanings or definitions ascribed to them in the Lease. To the extent of any inconsistency in or conflict between the meaning, definition, or usage of any capitalized terms in this Amendment and the meaning, definition, or usage of any such capitalized terms or similar or analogous terms in the Lease, the meaning, definition, or usage of any such capitalized terms in this Amendment shall control.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

**LANDLORD:**

**The City of Bonners Ferry,**  
a municipal corporation

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT:**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC, a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**Commencing at a point which is 20 feet South of the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 27, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; thence South 310 feet to a point; thence West approximately 475 feet to a point; thence North 310 feet to a point; thence East 475 feet, more or less, to the Point of Beginning.**

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That portion of the SE1/4 of the SE1/4 of Section 27, Township 52 North, Range 1 East, B.M., Boundary County, Idaho; described as follows:

Beginning at the northeast corner of the SE1/4 of the SE1/4 of said Section 27, from which the southeast corner of said SE1/4 of the SE1/4 of Section 27 bears S00°00'00"W; thence S78°27'05"W 446.94 feet to the TRUE POINT OF BEGINNING; thence N90°00'00"E 30.00 feet; thence S00°00'00"W 75.00 feet; thence N90°00'00"W 40.00 feet; thence N00°00'00"E 70.00 feet; thence N90°00'00"E 10.00 feet to the TRUE POINT OF BEGINNING;

Containing 2,800 square feet.

EXHIBIT A CONTINUED

ACCESS AND UTILITIES

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A strip of land, twenty feet (20') wide, across a portion of the SE1/4 of the SE1/4 of Section 27, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; being ten feet (10') wide on each side of the following described centerline:

Beginning at the northeast corner of the SE1/4 of the SE1/4 of said Section 27, from which the southeast corner of said SE1/4 of the SE1/4 of Section 27 bears S00°00'00"W; thence S76°27'05"W 446.94 feet to the TRUE POINT OF BEGINNING; thence N00°00'00"E 81.89 feet, more or less, to the point of terminus on the southerly right-of-way line of Hoover Road.

Containing 1,638 square feet, more or less

## **EXHIBIT B**

# **FORM OF MEMORANDUM OF LEASE**

**Prepared by and Return to:**

American Tower  
10 Presidential Way  
Woburn, MA 01801  
Attn: Land Management/Alijah Seay, Esq.  
ATC Site No: 413862  
ATC Site Name: ID1 OCALLAGHANS ID  
Assessor's Parcel No(s): B00000279010

**Prior Recorded Lease Reference:**

Book \_\_\_\_\_, Page \_\_\_\_\_  
Document No: 219402  
State of Idaho  
County of Boundary

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**MEMORANDUM OF LEASE**

This Memorandum of Lease (the "**Memorandum**") is entered into as of the latter signature date hereof, by and between **The City of Bonners Ferry**, a municipal corporation ("**Landlord**") and **Cellco Partnership d/b/a Verizon Wireless** ("**Tenant**").

**NOTICE** is hereby given of the Lease (as defined and described below) for the purpose of recording and giving notice of the existence of said Lease. To the extent that notice of such Lease has previously been recorded, then this Memorandum shall constitute an amendment of any such prior recorded notice(s).

1. **Parent Parcel and Lease.** Landlord is the owner of certain real property being described in **Exhibit A** attached hereto and by this reference made a part hereof (the "**Parent Parcel**"). Landlord (or its predecessor-in-interest) and Tenant (or its predecessor-in-interest) entered into that certain Land Lease Agreement dated February 24, 2005 (as the same may have been amended from time to time, collectively, the "**Lease**"), pursuant to which the Tenant leases a portion of the Parent Parcel and is the beneficiary of certain easements for access and public utilities, all as more particularly described in the Lease (such portion of the Parent Parcel so leased along with such portion of the Parent Parcel so affected, collectively, the "**Leased Premises**"), which Leased Premises is also described on **Exhibit A**.
2. **American Tower.** Tenant, Verizon Communications Inc., a Delaware corporation, and other parties identified therein, entered into a Management Agreement and a Master Prepaid Lease, both with an effective date of March 27, 2015 and both with ATC Sequoia LLC, a Delaware limited liability company ("**American Tower**"), pursuant to which American Tower subleases, manages, operates and maintains, as applicable, the Leased Premises, all as more particularly described therein. In connection with these responsibilities, Tenant has also granted American Tower a limited power of attorney (the "**POA**") to, among other things, prepare, negotiate, execute, deliver, record and/or file certain documents on behalf of Tenant, all as more particularly set forth in the POA.
3. **Expiration Date.** Subject to the terms, provisions, and conditions of the Lease, and assuming the exercise by Tenant of all renewal options contained in the Lease, the final expiration date of the Lease would be March 31, 2060. Notwithstanding the foregoing, in no event shall Tenant be required to exercise any option to renew the term of the Lease.

ATC Site No: 413862  
VZW Site No: 157567  
Site Name: ID1 OCALLAGHANS ID



4. **Leased Premises Description.** Tenant shall have the right, exercisable by Tenant at any time during the original or renewal terms of the Lease, to cause an as-built survey of the Leased Premises to be prepared and, thereafter, to replace, in whole or in part, the description(s) of the Leased Premises set forth on **Exhibit A** with a legal description or legal descriptions based upon such as-built survey. Upon Tenant's request, Landlord shall execute and deliver any documents reasonably necessary to effectuate such replacement, including, without limitation, amendments to this Memorandum and to the Lease.
5. **Right of First Refusal.** There is a right of first refusal in the Lease.
6. **Effect/Miscellaneous.** This Memorandum is not a complete summary of the terms, provisions and conditions contained in the Lease. In the event of a conflict between this Memorandum and the Lease, the Lease shall control. Landlord hereby grants the right to Tenant to complete and execute on behalf of Landlord any government or transfer tax forms necessary for the recording of this Memorandum. This right shall terminate upon recording of this Memorandum.
7. **Notices.** All notices must be in writing and shall be valid upon receipt when delivered by hand, by nationally recognized courier service, or by First Class United States Mail, certified, return receipt requested to the addresses set forth herein: to Landlord at: 7232 Main Street, Bonners Ferry, ID 83805; to Tenant at: Verizon Wireless, Attn.: Network Real Estate, 180 Washington Valley Road, Bedminster, NJ 07921; **with copy to:** American Tower, Attn.: Land Management, 10 Presidential Way, Woburn, MA 01801, **and also with copy to:** Attn.: Legal Dept. 116 Huntington Avenue, Boston, MA 02116. Any of the parties hereto, by thirty (30) days prior written notice to the other in the manner provided herein, may designate one or more different notice addresses from those set forth above. Refusal to accept delivery of any notice or the inability to deliver any notice because of a changed address for which no notice was given as required herein, shall be deemed to be receipt of any such notice.
8. **Counterparts.** This Memorandum may be executed in multiple counterparts, each of which when so executed and delivered, shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.
9. **Governing Law.** This Memorandum shall be governed by and construed in all respects in accordance with the laws of the State or Commonwealth in which the Leased Premises is situated, without regard to the conflicts of laws provisions of such State or Commonwealth.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Landlord and Tenant have each executed this Memorandum as of the day and year set forth below.

**LANDLORD**

**2 WITNESSES**

**The City of Bonners Ferry,**  
a municipal corporation

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

State/Commonwealth of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

*[SIGNATURES CONTINUE ON FOLLOWING PAGE]*

**TENANT**

**WITNESS**

**Cellco Partnership d/b/a Verizon Wireless**

By: ATC Sequoia LLC,  
a Delaware limited liability company  
Title: Attorney-in-Fact

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**WITNESS AND ACKNOWLEDGEMENT**

Commonwealth of Massachusetts

County of Middlesex

On this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, before me, the undersigned Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument, the person(s) or the entity upon which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

[SEAL]

**EXHIBIT A**

*This Exhibit A may be replaced at Tenant's option as described below.*

**PARENT PARCEL**

*Tenant shall have the right to replace this description with a description obtained from Landlord's deed (or deeds) that include the land area encompassed by the Lease and Tenant's improvements thereon.*

The Parent Parcel consists of the entire legal taxable lot owned by Landlord as described in a deed (or deeds) to Landlord of which the Leased Premises is a part thereof with such Parent Parcel being described below:

**Commencing at a point which is 20 feet South of the Northeast corner of the Southeast Quarter of the Southeast Quarter of Section 27, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; thence South 310 feet to a point; thence West approximately 475 feet to a point; thence North 310 feet to a point; thence East 475 feet, more or less, to the Point of Beginning.**

**LEASED PREMISES**

*Tenant shall have the right to replace this description with a description obtained from the Lease or from a description obtained from an as-built survey conducted by Tenant.*

The Leased Premises consists of that portion of the Parent Parcel as defined in the Lease which shall include access and utilities easements. The square footage of the Leased Premises shall be the greater of: (i) the land area conveyed to Tenant in the Lease; (ii) Tenant's (and Tenant's customers) existing improvements on the Parent Parcel; or (iii) the legal description or depiction below (if any).

That portion of the SE1/4 of the SE1/4 of Section 27, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; described as follows:

Beginning at the northeast corner of the SE1/4 of the SE1/4 of said Section 27, from which the southeast corner of said SE1/4 of the SE1/4 of Section 27 bears S00°00'00"W; thence S76°27'05"W 446.94 feet to the TRUE POINT OF BEGINNING; thence N90°00'00"E 30.00 feet; thence S00°00'00"W 70.00 feet; thence N90°00'00"W 40.00 feet; thence N00°00'00"E 70.00 feet; thence N90°00'00"E 10.00 feet to the TRUE POINT OF BEGINNING.

Containing 2,800 square feet.

EXHIBIT A CONTINUED

**ACCESS AND UTILITIES**

The access and utility easements include all easements of record as well that portion of the Parent Parcel currently utilized by Tenant (and Tenant's customers) for ingress, egress and utility purposes from the Leased Premises to and from a public right of way including but not limited to:

A strip of land, twenty feet (20') wide, across a portion of the SE1/4 of the SE1/4 of Section 27, Township 62 North, Range 1 East, B.M., Boundary County, Idaho; being ten feet (10') wide on each side of the following described centerline:

Beginning at the northeast corner of the SE1/4 of the SE1/4 of said Section 27, from which the southeast corner of said SE1/4 of the SE1/4 of Section 27 bears S00°00'00"W; thence S75°27'05"W 446.94 feet to the TRUE POINT OF BEGINNING; thence N00°00'00"E 81.89 feet, more or less, to the point of terminus on the southerly right-of-way line of Hoover Road.

Containing 1,638 square feet, more or less.