

# CITY OF IDAHO CITY



## REGULAR CITY COUNCIL MEETING

Wednesday March 10, 2021

6:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

### Join Zoom Meeting

<https://us02web.zoom.us/j/88170506387?pwd=NzNzNzcyZkhDMGRHNm5QRnZMK3V6UT09>

Meeting ID: 881 7050 6387

Passcode: 548664

CALL MEETING TO ORDER  
ROLL CALL  
PLEDGE OF ALLEGIANCE

### I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

- A. APPROVAL OF MINUTES: FEBRUARY 24, 2021 **ACTION ITEM**
- B. IDAHO CITY EVENT CHECKLIST **ACTION ITEM**
  - 1. 4H SHOW – UNIVERSITY OF IDAHO EXTENSION – MICHELLE DIEHL
  - 2. IDAHO CITY OFF ROAD STAMPEDE – THE GO AGENCY – CAE ODELL
- C. BILLS/PAYABLES: FEBRUARY 25, 2021 THROUGH MARCH 10, 2021 **ACTION ITEM**

### II. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. **ACTION ITEM**

### III. ENGINEER'S REPORT

- 1. **ACTION ITEM** TASK ORDER 294-03 MISCELLANEOUS WASTEWATER FACILITY EVALUATION STRATEGIC PLANNING
- 2. **ACTION ITEM** TASK ORDER 294-04 WASTEWATER REUSE ANNUAL REPORT

### IV. OLD BUSINESS

### V. NEW BUSINESS

- 1. **ACTION ITEM** IDAHO CITY HIGH SCHOOL SENIOR PROJECT – COLE CAPSON
- 2. WHITE CLOUD COMMUNICATIONS INC – BROADBAND – ERIK SPRINGER

### VI. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. **ACTION ITEM**

- 1. ORDINANCE NO. 362 CITY OF IDAHO CITY FRANCHISE AGREEMENT WITH IDAHO POWER

## VII. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. **ACTION ITEM**

## VIII. EMPLOYEE UPDATES

- A. PUBLIC WORKS
- B. LAW ENFORCEMENT
- C. CLERK/TREASURER'S OFFICE

## IX. COUNCIL UPDATES

## X. MAYOR UPDATES

## XI. CITIZEN COMMENTS

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. In order to ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the Mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

## ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:  
Phillip J Canody  
Council members:  
Tom Secor Jr  
Ken Everhart  
HD Hillyard  
David Martin

Chief of Police:  
Mark Otter  
Public Works:  
Tami Franklin  
Gene Bettys  
Dominick Nalley

City Clerk-Treasurer:  
Nancy Ling  
Deputy Clerk:  
Sue Robinson  
Janitorial  
Dale Rutter

511 Main Street  
PO Box 130  
Idaho City, ID 83631  
(208)392-4584  
[4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)  
[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com)  
[idahocitypublicworks@gmail.com](mailto:idahocitypublicworks@gmail.com)

# CITY OF IDAHO CITY



## REGULAR CITY COUNCIL MEETING

Wednesday February 24, 2021

6:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

### Join Zoom Meeting

<https://us02web.zoom.us/j/89297808713?pwd=MnFORXIDODBZZVJwVFVUQWt1dIN6QT09>

Meeting ID: 892 9780 8713

Passcode: 258507

## MINUTES

CALL MEETING TO ORDER: Mayor Canody called the meeting to order at 6:00 pm.

ROLL CALL: Everhart, Secor, Hillyard and Martin (Zoom video and showed up in person after minute approval) present.

PLEDGE OF ALLEGIANCE: Mayor Canody led the pledge of allegiance.

### I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

#### A. APPROVAL OF MINUTES: **ACTION ITEM** January 20,27, 2021

Hillyard made a motion to approve the minutes dated January 27, 2021, seconded by Secor. 2 ayes, Everhart abstains, Martin in transit.

#### B. IDAHO CITY EVENT CHECKLIST: **ACTION ITEM**

##### 1. THE GO AGENCY – THE IDAHO CITY OFF-ROAD STAMPEDE

Tabled until more information can be provided about the actual use of the rodeo arena itself. Council is hesitant to approve until further information is given and John Roberts from Parks and Recreation can give feedback. Council has asked for the group to talk with Parks and Rec and come to the council meeting when it is added once again.

##### 2. IDAHO CITY CHAMBER OF COMMERCE – THE 35<sup>TH</sup> ANNUAL IDAHO CITY CHILI COOK OFF

Chief Otter has reviewed and has no issue at this time, Hillyard motion, seconded by Martin. Everhart made for alcohol variance, seconded by Secor. 4 ayes. Everhart made a motion to approve the alcohol variance, seconded by Secor. 4 ayes.

#### C. BILLS/PAYABLES: **ACTION ITEM** January 21, 2021 through February 10, 2021 and February 11, 2021 through February 24, 2021

Secor made a motion to approve the bills dated January 21, 2021 through February 10, 2021 in the amount of \$22974.02. Everhart seconded, 4 ayes. Secor made a motion to approve the bills dated February 11, 2021 through February 24, 2021 in the amount of 16300.81 seconded by Hillyard. 4 ayes. Including 3<sup>rd</sup> pay request from Mountain Waterworks in the amount of \$4575.00

### II. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. **ACTION ITEM**

### III. ENGINEER'S REPORT

#### 1. UPDATES

Everhart explained the meeting with Mountain Waterworks about the changes made to the existing RO treatment site. They will use the existing building and mechanics but streamline it and make it more user friendly. They will work with Kurita (formally Tonka) to make the needed changes and adjustment to get it up and going in the near future. Kurita will perform the start up and make sure all is going accordingly, the membranes will need to be replace, it was the understanding Tonka would cover this, not the case. Kurita will

perform and replace membranes at the cost to the city. Mountain Waterworks has been working on obtaining a grant to help finish this project, membranes should be covered in this.

2. **CHANGE ORDER #1 FOR KURITA AMERICA, JOB #J0030269 ACTION ITEM**

Secor made a motion to approve the change order #1 for Kurita America in the amount of \$48700.00, seconded by Martin. 4 ayes.

IV. **OLD BUSINESS**

V. **NEW BUSINESS**

1. **LETTER OF SUPPORT FOR IDAHO CITY FIRE PROTECTION DISTRICT – TERRY TEETER ACTION ITEM**

Idaho City Fire Protection district is looking to get a new engine to help streamline with all the other equipment they have to better serve the Idaho City Fire District. Secor approved a letter of support from the city for the Idaho City Fire District, seconded by Everhart. 4 ayes.

VI. **ORDINANCES AND RESOLUTIONS**

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. **ACTION ITEM**

1. **2nd AMENDMENT SANCTUARY RESOLUTION**

After further review, Secor made a motion to adopt Resolution 2021-01 making Idaho City a 2<sup>nd</sup> Amendment Sanctuary City, seconded by Hillyard. 4 Ayes.

2. **IDAHO POWER FRANCHISE ORDINANCE-REVIEW**

After further review the council has asked for this item to be tabled for the next council meeting, it will be formally introduced by council by title only, and then published in the Idaho World before adopting.

VII. **COMMITTEE REPORTS**

A. **PARKS & RECREATION COMMISSION**

John Roberts reported to council that a parks and rec had a full quorum in January, looking at funding for ball parks, he will continue communications with the 4H and the Go Agency, and give feedback after the next meeting. He will schedule a special meeting to address this in time for the next council meeting.

B. **HISTORIC PRESERVATION COMMISSION**

No one present.

C. **PLANNING & ZONING COMMISSION**

Nancy Ptak reported for planning and Zoning updates. Comprehensive plan is still getting worked on, too many members are on the commission, tow will have to step down. Nancy will just be administrator only. One more will have to step down. It will be addressed at the upcoming meeting. Everhart expressed concern regarding the portion of the zoning ordinance regarding the density of building allowed on lots. Social media has drummed up some scares, nothing has legitimately brought to the council or planning and zoning. The city is currently working on the ordinance to update and will be continued to work on it along with the comprehensive plan. It will be ongoing until it has been fine-tuned throughout time.

D. **IDAHO CITY CHAMBER OF COMMERCE**

No one present.

VIII. **EXECUTIVE SESSION**

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. **ACTION ITEM**

IX. **EMPLOYEE UPDATES**

A. **PUBLIC WORKS**

Tami Franklin sent in report as follows, the alternator on the grader broke, Councilman Secor fixed. A new one has been ordered. Opening up well site for March 3<sup>rd</sup> for the engineers, slushing streets, need pothole patch materials. Grader blew transmission line, it's fixed. Backhoe has been serviced. Report of sewer smell from gas station, found the source, part of RV sewer house got stuck along with a large chunk of concrete. All fixed.

1. **RAW WATER WELL PUMP #1**

Tami reported back in February that the raw water well pump has been clogged and not been able to use, the problem was notice back in November of 2020 during the higher turbidity and low sand bay levels. She needs the council to be aware of that it is still inoperable, it is completely plugged or possibly collapsed, the last time it was on to alternate with the other one, the city lost all the water in the sand bays because it would not pump, the alarms did not sound to notify and when it was finally noticed the bays were down to 20 to 30 inches when normally they are between 55 and 80. Hoping there is not damage to the bays. With all the environmental issues surrounding the water flow and extra sediment flowing into the system causing breakdowns and equipment to not work properly, this could be seen as an emergency funding issue. To repair this in time for spring runoff is most unlikely. The city will need some help in addressing these issues.

B. **LAW ENFORCEMENT**

Mark Burnell gave an update to the council; he is started up a community support group for the police department in Idaho City. They would like to have the proper training and education and resources for the emergency departments and looking for creative ways to obtain the funding. They are recruiting new hires with



experience, veterans so to speak. Looking to use part of the chamber's office at the Visitor's Center. Still needing to ask for this from the chamber, the location is great for the public and would feel more approachable for them to do so.

#### C. CLERK/TREASURER'S OFFICE

Clerk Ptak updated the council on the ongoing search of better service for the IT service. The original company of Corp Tech was a great fit for the city, since the merge with Nu MSP, the quality just has not been there. MicroTech Solutions is one on the radar right now and will be doing a complete go through and give an estimate to update the council. She and the mayor will be meeting with a broadband company to look into what it would take to bring broadband to Idaho City. She has been doing some research for some time now and the most recent was a write up on the city of Wendell. White Cloud communications did that project, they will be the ones meeting with her and the mayor next week. Clerk Ptak would like to point out that most of the updates and improvements in the front office have had to do with technology and a big importance on staying on it so it will not cost the city huge in the future to get caught up as it did in the past. Once again, getting ready for audit still and it will be done remotely, again, emphasis on technology upgrades and keeping up with the times as funding allows.

#### X. COUNCIL UPDATES

Councilman Secor, Hillyard and Martin had nothing new for updates. Everhart had an informal conversation with Troy Ashworth of Mores Creek Subdivision. He was interested in what the next steps would need to be done to move forward in the future phases. Lots are getting sold and looking to open the next phase. Everhart explained the future water and sewer projects and the time frame they would be looking at. Other land zoning and services were talked about, nothing official.

#### XI. MAYOR UPDATES

Mayor Canody wanted to take the time to thank all the public works for the hard work they have been doing on the streets.

#### XII. CITIZEN COMMENTS

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Jon Adams approached the council with his ongoing issues and frustrations with the city not having a local building inspector. He has been taking the classes and exams, working with the previous inspector Sean Nelson and hoping to incorporate this into his business. He plans to continue working on getting certified and offer his services to Idaho City.

#### ADJOURNMENT 7:32 pm

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

ATTEST:

Date approved:

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Nancy L Ptak, City Clerk-Treasurer

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Phillip Canody, Mayor

Mayor:  
Phillip J Canody  
Council members:  
Tom Secor Jr  
Ken Everhart  
HD Hillyard  
David Martin

Chief of Police:  
Mark Otter  
Public Works:  
Tami Franklin  
Gene Bettys  
Dominick Nalley

City Clerk-Treasurer:  
Nancy Ling  
Deputy Clerk:  
Sue Robinson  
Janitorial  
Dale Rutter

511 Main Street  
PO Box 130  
Idaho City, ID 83631  
(208)392-4584  
[4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)  
[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com)  
[idahocitypublicworks@gmail.com](mailto:idahocitypublicworks@gmail.com)



Nancy L Ptak <idahocityclerk@gmail.com>

## June 11th event check list and proof of insurance...

Jeff and Michelle Diehl <[REDACTED]>

Wed, Feb 24, 2021 at 5:51 PM

To: Nancy L Ptak <idahocityclerk@gmail.com>, idahoforester@gmail.com

Good evening all,

Thank you so much for working with our 4H program!

Even though we moved our Ranch portion, we are looking forward to having our Cloverbud Carnival and Horse Show on Friday June 11th; approx. times are 10:00-3:00. I'm guessing around 20-30 families w/ different kinds of small animals will be involved. The horse portion: maybe around 10-15 horse trailers is my hope! We'll see as we get closer to the planning stages.

We would still like to have access to the sound booth as noted in our event checklist.

Thanks again and I look forward to hearing back from y'all soon!

Respectfully,

Michelle Diehl

Mountaineers 4H

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### 2 attachments



4-H Event check list June 11 RM initialed.pdf

144K



UI 4-H ID City - Mountaineers Club FY 21 (002).pdf

79K

City of Idaho City



## IDAHO CITY EVENT CHECKLIST

EVENT SPONSOR: University of Idaho Extension, (Rebecca Mills, representative.)  
DATE(S): June 11 -12  
EVENT NAME: 4H Show  
PERSON IN CHARGE: Michelle Diehl  
ADDRESS: 442 Robie Creek Rd Boise ID 83716  
PHONE: Daytime [REDACTED] Evenings [REDACTED]

### 1. PARK POLICY

THE EVENT SPONSOR HAS READ THE IDAHO CITY PARK POLICY AND AGREES TO COMPLY AND TO SEE THAT EVENT PARTICIPANTS COMPLY WITH THE BEST OF THEIR ABILITIES.  
INITIAL HERE MD

### 2. EVENT DESCRIPTION

BRIEFLY DESCRIBE WHAT YOUR EVENT ENCOMPASSES:

Mountaineer 4H Club would like to host a Horse Show for our 4H horse project kids; our cloverbuds (ages 5-7) will also have a time slot to present their animals/ projects. All our events will take place at the Jim Haswell Rodeo Arena.

Due to livestock, we will need to use water at facilities. We are a 501c3 non profit and are not charging any fees for spectators.

### 3. SITE PLAN

ATTACH A SITE PLAN SHOWING THE EXACT LOCATION OF ALL THE DIFFERENT FUNCTIONS OR YOUR EVENT (I.E. SHOW PERFORMANCE SPACES; VENDOR AREAS; EMERGENCY SERVICES; TRASH RECEPTACLES; PORTA POTTIES; PROPOSED PARKING USES, ETC.)

### 4. EVENT HOURS

WHAT ARE THE DAILY HOURS OF OPERATION FOR YOUR EVENT?

Friday June 11, 2021 - 10:00am - 4:00pm (cattle will hopefully arrive around this time; ranch kids may be using the arena in the evening.)  
Saturday June 12, 2021 - 9:00am - dark

### 5. GENERATORS OR AMPLIFIED SOUND SYSTEMS

ARE YOU PROPOSING TO USE ELECTRICAL GENERATORS OR AMPLIFIED SOUND SYSTEMS?

☒ YES ☐ NO

IF SO, PLEASE SHOW THEIR LOCATIONS ON YOUR SITE PLAN AND DESCRIBE IN THE SPACE PROVIDED BELOW WHAT THEY WILL BE USED FOR AND WHAT PRECAUTIONS YOU ARE TAKING TO SEE THAT THEY ARE USED PROPERLY AND SAFELY.

We would like to request access to the sound booth at rodeo grounds for announcements, music, and show results

**6. \*\*\*DESCRIBE BELOW YOUR PLANS FOR TRASH DISPOSAL. WHAT ARE YOUR PLANS FOR TRASH COLLECTION AND CONTAINMENT, RECEPTACLE LOCATIONS AND AFTER-EVENT CLEANUP?**

We are a small group, so we'll have our own trashbags, and take all trash out ourselves, hopefully to the dump before they close

**\*\*\*ITEMS 7, 8 AND 9 MUST BE PREAPPROVED BY THE CITY CHIEF OF POLICE AND INITIALED PRIOR TO SUBMITTAL TO THE CITY CLERK FOR COUNCIL REVIEW. \*\*\***

A FEE FOR COUNCIL APPROVED EVENTS WILL BE SET AT \$25.00 AN HOUR PER OFFICER TO COVER ADDITIONAL COVERAGE OF LAW ENFORCEMENT IF DEEMED NECESSARY. THE NUMBER OF HOURS FOR EVENTS WILL BE DETERMINED BY THE IDAHO CITY CHIEF OF POLICE.

**7. \*\*\*DESCRIBE BELOW YOUR SECURITY PLAN AND YOUR EMERGENCY SERVICES PLAN FOR THE EVENT:**

N/A

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

**8. \*\*\*DESCRIBE BELOW YOUR TRAFFIC CONTROL/PARKING PLAN:**

N/A - The Rodeo Grounds will be sufficient enough space for our families and attendees. Due to livestock, there will be some families staying overnight in area above playground and/or across from arena. Cattle will arrive on Friday for our Ranch portion of show/ clinic, hoping they are loaded back out on Saturday evening.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

**9. \*\*\*CONSUMPTION OR POSSESSION OF ALCOHOL**

WILL ALCOHOL BE CONSUMED OR POSSESSED AT THE EVENT? ☐ YES ☒ NO

IF SO, IF MORE THAN A KEG OR THREE (3) CASES ARE POSSESSED BUT NOT OFFERED FOR SALE, A PERMIT MUST BE SECURED FROM THE CITY.

WILL THE ALCOHOL BE OFFERED FOR SALE? ☐ YES ☒ NO

IF YES, PROPER PERMITS MUST BE SECURED FROM THE STATE OF IDAHO AND THE CITY OF IDAHO CITY AND A DESIGNATED AREA FOR SALE AND CONSUMPTION IS REQUIRED. SHOW THE LOCATION OF THIS DESIGNATED AREA ON YOUR SITE PLAN.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

#### **10. PROOF OF INSURANCE**

ATTACH A COPY OF THE FORM SHOWING THE CITY OF IDAHO CITY AS CO-INSURED IN THE AMOUNT OF \$1,000,000.

#### **11. VENDOR PERMITS**

THE EVENT SPONSOR IS AWARE THAT ANY VENDOR WITHIN THEIR EVENT MUST HAVE A VENDOR'S PERMIT FROM THE CITY PRIOR TO CONDUCTING BUSINESS AND TAKES FULL RESPONSIBILITY HEREIN TO SEE THAT COMPLIANCE IS MET.

INITIAL HERE N/A

#### **12. FOOD CONCESSIONS**

WILL YOU OR ANY OF YOUR VENDORS BE SERVING, SELLING, OR GIVING AWAY FOOD?

YES ☒ NO ☐

IF SO, THE PROPER PERMITS FROM THE CENTRAL DISTRICT HEALTH DEPARTMENT MUST BE SECURED.

#### **PARKS AND RECREATION FEE SCHEDULE**

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR CITY RECREATION FACILITIES AS FOLLOWS:

1. COMMERCIAL OR DEDICATED USE OF ANY CITY RECREATIONAL FACILITIES SHALL BE 5% OF GROSS PROCEEDS OR A MINIMUM CHARGE OF \$75.00 PER DAY PLUS 6% USE TAX.

THE FOLLOWING SECURITY DEPOSIT IS REQUIRED, REFUNDABLE IF RENTAL REQUIREMENTS ARE COMPLETED:

50 TO 99 PEOPLE \$50.00, 100 TO 249 PEOPLE \$100.00, 250 PEOPLE OR MORE \$300.00

EXCEPTIONS MAY BE SET BY THE CITY COUNCIL BASED ON RECOMMENDATION FROM THE IDAHO CITY PARKS AND RECREATION COMMISSION.

#### **VEDORS FEES**

1. VENDORS LICENSE DAILY FEE \$15.75.
2. VENDORS LICENSE DAILY FEES (NONPROFIT ORG.) \$7.35.
3. VENDORS LICENSE YEARLY FEE (NON-REFUNDABLE) \$52.50.
4. CARNIVAL OR PUBLIC ENTERTAINMENT WITH LESS THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE \$210.00.
5. CARNIVAL OR PUBLIC ENTERTAINMENT WITH MORE THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE SHALL BE \$21.00 PER CONCESSION, RIDE OR SIDESHOW.

AN ADDITIONAL EVENT LICENSE FEE MAY BE REQUIRED FOR CARNIVALS, PUBLIC ENTERTAINMENT, OR SPONSORED EVENTS IN AN AMOUNT APPROVED BY THE CITY COUNCIL AS MEETING THE CITY'S EXPENSES RELATED TO THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PUBLIC WORKS AND POLICE.



A PERMITTEE FOR A CARNIVAL, PUBLIC ENTERTAINMENT, OR SPONSORED EVENT SHALL ESTABLISH FINANCIAL RESPONSIBILITY IN THE FORM OF AN INSURANCE POLICY ISSUED JOINTLY TO THE OWNER AND THE CITY OF IDAHO CITY IN THE MINIMUM AMOUNT OF ONE MILLION DOLLARS, SINGLE LIMIT.

#### COMMUNITY HALL RENTAL FEES

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR THE COMMUNITY HALL AS FOLLOWS:

1. NON-PROFIT GROUPS \$42.00 PER DAY PLUS (\$2.52) 6% USE TAX
2. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$84.00 FOR 5 OR FEWER HOURS PLUS (\$5.04) 6% USE TAX
3. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$157.50 FOR MORE THAN 5 HOURS PLUS (\$9.45) 6% USE TAX

A \$50.00 DEPOSIT REQUIRED; REFUNDABLE IF RENTAL AGREEMENT REQUIREMENTS ARE COMPLETED.

THE COUNCIL CAN WAIVE A PORTION OF THE FEE OR SET A MONTHLY USE FEE FOR GROUPS DESIRING TO USE THE HALL ON A SET SCHEDULE FOR A CLASS OR MULTI-DAY EVENT.

#### OFFICE USE ONLY:

ALL ATTACHMENTS AND/OR PERMITS AND FEES RECEIVED:

SITE PLAN \_\_\_\_\_

PROOF OF INSURANCE \_\_\_\_\_

ALCOHOL/CATERING PERMITS \_\_\_\_\_

VENDOR'S PERMITS \_\_\_\_\_

DATE EVENT CHECKLIST RECEIVED AND FOUND TO BE COMPLETE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

#### AFTER EVENT COMMENTS:

WAS THE SITE CLEANED UP PROPERLY IN A TIMELY FASHION? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

DID THE EVENT SPONSOR MEET ALL OF THEIR OBLIGATIONS AND RESPONSIBILITIES? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

SHOULD THIS PARTY BE ALLOWED TO USE CITY PROPERTY AGAIN? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

SIGNED: \_\_\_\_\_

**STATE OF IDAHO  
CERTIFICATE OF FINANCIAL RESPONSIBILITY  
FY21**

The State of Idaho and its departments and agencies are self-funded for their public liability exposures. The State of Idaho has created The Retained Risk Account, administered by the Dept. of Administration, Risk Management Program, (Idaho Code §67-5776), as a means for payment of losses not otherwise insured and suffered by the state as to property and risks which at the time of loss were eligible for such payment. The Retained Risk Account is governed by eligibility guidelines for coverage pursuant to Idaho Code §67-5776 (1). Self-retention is not insurance.

**NAME OF AGENCY:**

State of Idaho/**UNIVERSITY OF IDAHO, COLLEGE OF  
AGRICULTURAL AND LIFE SCIENCES**  
Risk Management Program, Dept. of Administration  
P.O. Box 83720  
Boise, Idaho 83720-0079

**CERTIFICATE HOLDER:**

**CITY OF IDAHO CITY  
511 MAIN STREET  
IDAHO CITY, ID 83631**

**DESCRIPTION OF COVERED  
OPERATION:**

As of the date hereof, the State of Idaho's Retained Risk Liability Account established under Idaho Code 67-5776, is funded and in effect subject to the Idaho Tort Claims Act Idaho Code (6-901 et. Seq.) including and without limitation Idaho Code 6-926, on behalf of the Agency named above, within the Retained Risk Account Coverage described below, arising from negligent actions of the State of Idaho/University of Idaho, College of Agricultural and Life Sciences, as respects the Mountaineers 4-H club hosting a horse show at Idaho City Rodeo grounds commencing June 11, 2021 to June 12, 2021. Participants and their animals are not afforded protection under the state's liability program.

**RETAINED RISK ACCOUNT  
COVERAGE**

**INDEMNIFICATION  
PROVIDED BY**

**EFFECTIVE  
DATES OF  
CERTIFICATE**

**LIMITS OF  
LIABILITY  
EACH  
OCCURRENCE**

Comprehensive General Liability For:  
Bodily Injury including  
*Personal Injury,  
Error & Omission and  
Medical Malpractice, if applicable*  
Property Damage

State of Idaho  
Retained Risk Account

June 11, 2021 to  
June 12, 2021

\$500,000

**If applicable:**

Comprehensive Auto Liability For:  
Bodily Injury and  
Property Damage

State of Idaho  
Retained Risk Account

February 10, 2021

\_\_\_\_\_  
Date Issued

  
\_\_\_\_\_  
Authorized Representative

In the event of any material change in this program, the State of Idaho-Risk Management Program will give 30 days' written notice to the party to whom this certificate is issued, but failure to give such notice shall impose no obligation upon the State of Idaho and the Risk Management Program.

Submitted Oct, 2020

~~Adell~~

City of Idaho City



## IDAHO CITY EVENT CHECKLIST

EVENT SPONSOR: The Gio Agency  
DATE(S): June 12<sup>th</sup>, 2021  
EVENT NAME: The Idaho City Off-Rd Stampede  
PERSON IN CHARGE: Cae Adell  
ADDRESS: 106 N. 6<sup>th</sup> St Boise ID, 83702  
PHONE: Daytime [REDACTED] Evenings [REDACTED]

### 1. PARK POLICY

THE EVENT SPONSOR HAS READ THE IDAHO CITY PARK POLICY AND AGREES TO COMPLY AND TO SEE THAT EVENT PARTICIPANTS COMPLY WITH THE BEST OF THEIR ABILITIES.  
INITIAL HERE CO

### 2. EVENT DESCRIPTION

BRIEFLY DESCRIBE WHAT YOUR EVENT ENCOMPASSES:

Off-Rd Stampede, Includes a Forest Paker Run + Venue  
games including ATV Skeeer, Jousting, Shalern race. Event  
Host local vendors, live music, & a beer garden

### 3. SITE PLAN

ATTACH A SITE PLAN SHOWING THE EXACT LOCATION OF ALL THE DIFFERENT FUNCTIONS OR YOUR EVENT (I.E. SHOW PERFORMANCE SPACES; VENDOR AREAS; EMERGENCY SERVICES; TRASH RECEPTACLES; PORTA POTTIES; PROPOSED PARKING USES, ETC.)

### 4. EVENT HOURS

WHAT ARE THE DAILY HOURS OF OPERATION FOR YOUR EVENT?

June 12<sup>th</sup>, 2021 8 AM - 6 pm

### 5. GENERATORS OR AMPLIFIED SOUND SYSTEMS

ARE YOU PROPOSING TO USE ELECTRICAL GENERATORS OR AMPLIFIED SOUND SYSTEMS?

☒ YES ☐ NO

IF SO, PLEASE SHOW THEIR LOCATIONS ON YOUR SITE PLAN AND DESCRIBE IN THE SPACE PROVIDED BELOW WHAT THEY WILL BE USED FOR AND WHAT PRECAUTIONS YOU ARE TAKING TO SEE THAT THEY ARE USED PROPERLY AND SAFELY.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. \*\*\*DESCRIBE BELOW YOUR PLANS FOR TRASH DISPOSAL. WHAT ARE YOUR PLANS FOR TRASH COLLECTION AND CONTAINMENT, RECEPTACLE LOCATIONS AND AFTER-EVENT CLEANUP?

Venue: AS Marked on the Venue Map, trash cans will be placed at all Entrances + Exits on-site. Trash will be disposed of After the event at Available public Dumpsters.

\*\*\*ITEMS 7, 8 AND 9 MUST BE PREAPPROVED BY THE CITY CHIEF OF POLICE AND INITIALED PRIOR TO SUBMITTAL TO THE CITY CLERK FOR COUNCIL REVIEW. \*\*\*

A FEE FOR COUNCIL APPROVED EVENTS WILL BE SET AT \$25.00 AN HOUR PER OFFICER TO COVER ADDITIONAL COVERAGE OF LAW ENFORCEMENT IF DEEMED NECESSARY. THE NUMBER OF HOURS FOR EVENTS WILL BE DETERMINED BY THE IDAHO CITY CHIEF OF POLICE.

7. \*\*\*DESCRIBE BELOW YOUR SECURITY PLAN AND YOUR EMERGENCY SERVICES PLAN FOR THE EVENT:

The Stampede will have 2-3 Security personnel at the venue location working from 10-6. Security will help oversee Alcohol distribution & consumption, as well as general public safety. Services will be provided by Corey Cook @ protector services of Idaho.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

8. \*\*\*DESCRIBE BELOW YOUR TRAFFIC CONTROL/PARKING PLAN:

At the Rodeo grounds, we will have Marked Spacing for parking vehicles, Loading Zones, & EMS lanes. The Entrance of the venue will have yield /stop signs around the venue for extra safety precautions.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

9. \*\*\*CONSUMPTION OR POSSESSION OF ALCOHOL

WILL ALCOHOL BE CONSUMED OR POSSESSED AT THE EVENT? ☒ YES ☐ NO

IF SO, IF MORE THAN A KEG OR THREE (3) CASES ARE POSSESSED BUT NOT OFFERED FOR SALE, A PERMIT MUST BE SECURED FROM THE CITY.

WILL THE ALCOHOL BE OFFERED FOR SALE? ☒ YES ☐ NO

IF YES, PROPER PERMITS MUST BE SECURED FROM THE STATE OF IDAHO AND THE CITY OF IDAHO CITY AND A DESIGNATED AREA FOR SALE AND CONSUMPTION IS REQUIRED. SHOW THE LOCATION OF THIS DESIGNATED AREA ON YOUR SITE PLAN.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

#### **10. PROOF OF INSURANCE**

ATTACH A COPY OF THE FORM SHOWING THE CITY OF IDAHO CITY AS CO-INSURED IN THE AMOUNT OF \$1,000,000.

#### **11. VENDOR PERMITS**

THE EVENT SPONSOR IS AWARE THAT ANY VENDOR WITHIN THEIR EVENT MUST HAVE A VENDOR'S PERMIT FROM THE CITY PRIOR TO CONDUCTING BUSINESS AND TAKES FULL RESPONSIBILITY HEREIN TO SEE THAT COMPLIANCE IS MET.

INITIAL HERE CO

#### **12. FOOD CONCESSIONS**

WILL YOU OR ANY OF YOUR VENDORS BE SERVING, SELLING, OR GIVING AWAY FOOD? ☒ YES ☐ NO

IF SO, THE PROPER PERMITS FROM THE CENTRAL DISTRICT HEALTH DEPARTMENT MUST BE SECURED.

#### **PARKS AND RECREATION FEE SCHEDULE**

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR CITY RECREATION FACILITIES AS FOLLOWS:

1. COMMERCIAL OR DEDICATED USE OF ANY CITY RECREATIONAL FACILITIES SHALL BE 5% OF GROSS PROCEEDS OR A MINIMUM CHARGE OF \$75.00 PER DAY PLUS 6% USE TAX.

THE FOLLOWING SECURITY DEPOSIT IS REQUIRED, REFUNDABLE IF RENTAL REQUIREMENTS ARE COMPLETED:

50 TO 99 PEOPLE \$50.00, 100 TO 249 PEOPLE \$100.00, 250 PEOPLE OR MORE \$300.00

EXCEPTIONS MAY BE SET BY THE CITY COUNCIL BASED ON RECOMMENDATION FROM THE IDAHO CITY PARKS AND RECREATION COMMISSION.

#### **VEDORS FEES**

1. VENDORS LICENSE DAILY FEE \$15.75.
2. VENDORS LICENSE DAILY FEES (NONPROFIT ORG.) \$7.35.
3. VENDORS LICENSE YEARLY FEE (NON-REFUNDABLE) \$52.50.
4. CARNIVAL OR PUBLIC ENTERTAINMENT WITH LESS THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE \$210.00.
5. CARNIVAL OR PUBLIC ENTERTAINMENT WITH MORE THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE SHALL BE \$21.00 PER CONCESSION, RIDE OR SIDESHOW.

AN ADDITIONAL EVENT LICENSE FEE MAY BE REQUIRED FOR CARNIVALS, PUBLIC ENTERTAINMENT, OR SPONSORED EVENTS IN AN AMOUNT APPROVED BY THE CITY COUNCIL AS MEETING THE CITY'S EXPENSES RELATED TO THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PUBLIC WORKS AND POLICE.



A PERMITTEE FOR A CARNIVAL, PUBLIC ENTERTAINMENT, OR SPONSORED EVENT SHALL ESTABLISH FINANCIAL RESPONSIBILITY IN THE FORM OF AN INSURANCE POLICY ISSUED JOINTLY TO THE OWNER AND THE CITY OF IDAHO CITY IN THE MINIMUM AMOUNT OF ONE MILLION DOLLARS, SINGLE LIMIT.

**COMMUNITY HALL RENTAL FEES**

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR THE COMMUNITY HALL AS FOLLOWS:

1. NON-PROFIT GROUPS \$42.00 PER DAY PLUS (\$2.52) 6% USE TAX
2. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$84.00 FOR 5 OR FEWER HOURS PLUS (\$5.04) 6% USE TAX
3. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$157.50 FOR MORE THAN 5 HOURS PLUS (\$9.45) 6% USE TAX

A \$50.00 DEPOSIT REQUIRED; REFUNDABLE IF RENTAL AGREEMENT REQUIREMENTS ARE COMPLETED.

THE COUNCIL CAN WAIVE A PORTION OF THE FEE OR SET A MONTHLY USE FEE FOR GROUPS DESIRING TO USE THE HALL ON A SET SCHEDULE FOR A CLASS OR MULTI-DAY EVENT.

**OFFICE USE ONLY:**

ALL ATTACHMENTS AND/OR PERMITS AND FEES RECEIVED:

SITE PLAN \_\_\_\_\_

PROOF OF INSURANCE \_\_\_\_\_

ALCOHOL/CATERING PERMITS \_\_\_\_\_

VENDOR'S PERMITS \_\_\_\_\_

DATE EVENT CHECKLIST RECEIVED AND FOUND TO BE COMPLETE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

**AFTER EVENT COMMENTS:**

WAS THE SITE CLEANED UP PROPERLY IN A TIMELY FASHION? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

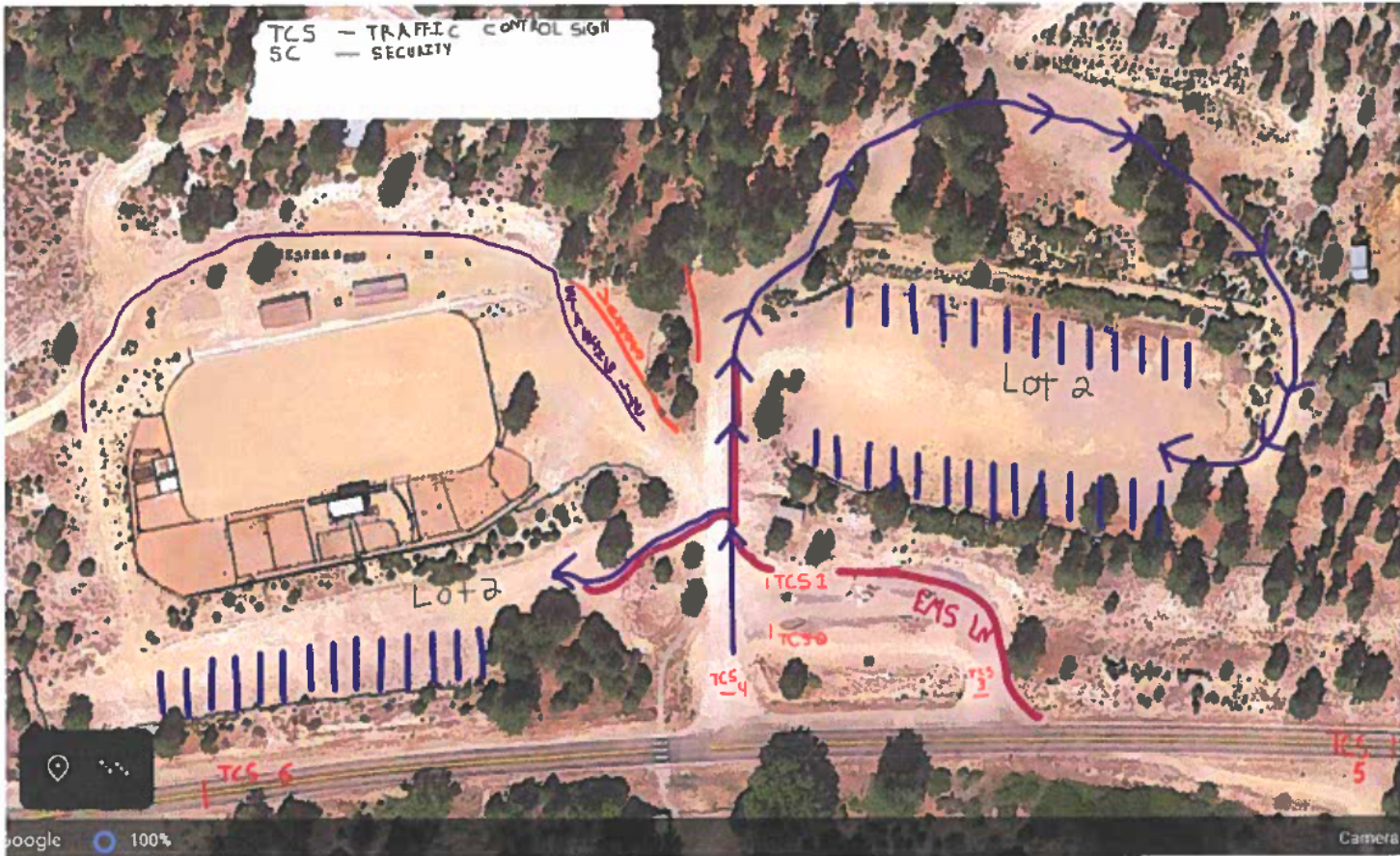
DID THE EVENT SPONSOR MEET ALL OF THEIR OBLIGATIONS AND RESPONSIBILITIES? ☐ YES ☐ NO

COMMENTS \_\_\_\_\_

SHOULD THIS PARTY BE ALLOWED TO USE CITY PROPERTY AGAIN? ☐ YES ☐ NO

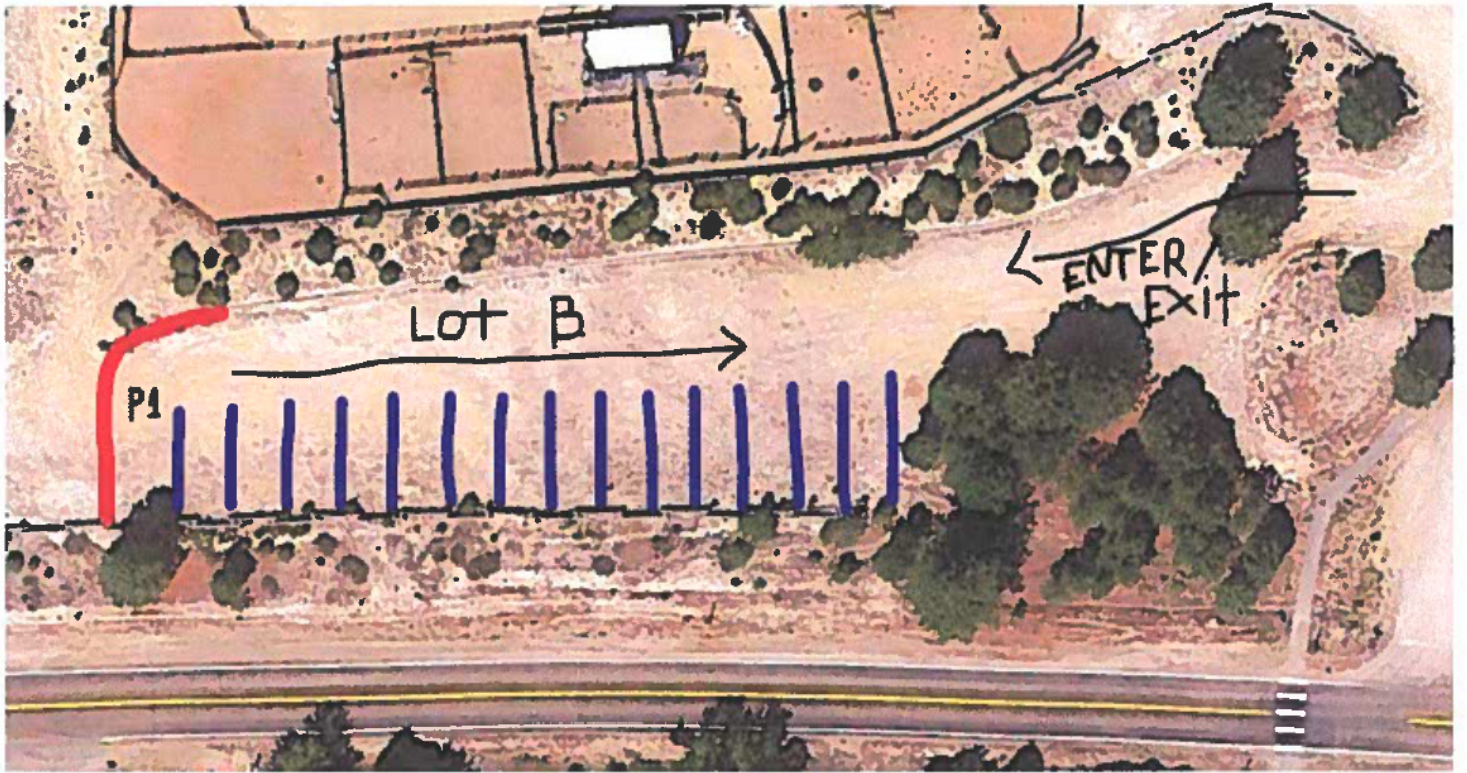
COMMENTS \_\_\_\_\_

SIGNED: \_\_\_\_\_











Nancy L Ptak <idahocityclerk@gmail.com>

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## Wastewater System: Task Orders for Council Review/Mayor Execution

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**Kristina Gillespie** <KGillespie@mountainwtr.com>  
To: Nancy L Ptak <idahocityclerk@gmail.com>  
Cc: Ed Stowe <EStowe@mountainwtr.com>

Mon, Mar 1, 2021 at 11:28 AM

Hi Nancy,

Regarding our recent discussions with City, Ed has generated the attached task orders for review by Council and execution by the Mayor:

- Task Order 294-03
  - IDEQ Compliance Negotiation
- Task Order 294-04
  - Wastewater Reuse Annual Report

Once signed, if you can send me a scanned copy of the signature pages I will repackage for our files and the work will begin immediately.

Please let me know if you have any questions.

Thank you,

Kristina

**Kristina Gillespie-Jaques** | [Mountain Waterworks, Inc.](#)

BUSINESS MANAGER

Boise – Lewiston – McCall

P 208.780.3997

C 208.602.4623

E [kgillespie@mountainwtr.com](mailto:kgillespie@mountainwtr.com)

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### 2 attachments



**TaskOrder\_294-03\_WW-IDEQ.pdf**  
508K



**TaskOrder\_294-04\_WW Reuse Report.pdf**  
505K





Nancy L Ptak <idahocityclerk@gmail.com>

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## Senior project by Cole Capson

Cole Capson

To: "idahocityclerk@gmail.com" <idahocityclerk@gmail.com>

Tue, Mar 2, 2021 at 10:17 AM

My senior project is to do a DUI awareness skit we are hoping to use placer Street if the snow doesn't melt fast enough for March 31 for this event. The sheriffs department is fine with doing this. I am hoping to talk about this on the meeting at City Hall at 6 PM March 10. I am doing this project with Jim Bryant and many other people who are willing to make this a project to remember.



## **TASK ORDER NO. 294-03**

### **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

**CITY OF IDAHO CITY (OWNER) AND MOUNTAIN WATERWORKS, INC (ENGINEER)**

This Task Order is made this \_\_\_\_ day of \_\_\_\_\_, 2021 and entered into by and between the City of Idaho City, Idaho a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as City, and accepted by Mountain Waterworks, Inc., hereinafter referred to as "Engineer" pursuant to the mutual promises, covenant, and conditions contained in the Master Agreement between the above mentioned parties dated June 24<sup>th</sup>, 2020. The Project Name for this Task Order No. 294-03 is as follows:

### ***MISCELLANEOUS WASTEWATER FACILITY EVALUATION AND STRATEGIC PLANNING***

#### **PROJECT UNDERSTANDING**

The City completed a Wastewater Facility Plan in 2016. The Facility Plan evaluated the condition of the wastewater collection and treatment system, identified deficiencies, and provided a recommended alternative for collection system and treatment process upgrades to meet future surface water discharge or wastewater reuse permit limits. The City selected two of the alternatives identified: collection system improvements and construction of an activated sludge treatment process. The City is currently under an Idaho Department of Environmental Quality (IDEQ) compliance agreement with respect to necessary upgrades to the wastewater treatment system.

#### **SCOPE OF WORK**

The Engineer's scope of services, time of completion and compensation shall be as set forth herein. The Engineer will work with the City and IDEQ to accomplish the following:

#### **TASK 01: ENGINEERING SERVICES**

##### **Task 01A: Wastewater Facility Evaluation and Strategic Planning**

- i. Consultant will review the 2016 Wastewater Facility Plan for completeness and adherence to applicable standards including IDEQ standards for facility planning of wastewater facilities.

- ii. Consultant will facilitate meeting between Idaho City and IDEQ regarding status of the current compliance agreement, re-use permit status, and potential wastewater system upgrades.

#### ***Deliverables***

- Meeting notes and recommended course of action relative to wastewater treatment facilities, and viability of long-term wastewater reuse for the City.

### **ASSUMPTIONS & EXCLUSIONS**

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The following tasks are not included within the scope of work:

- Preparation of new re-use permit application and any design is not included in the proposed scope of service, including amendments to the 2016 Wastewater Facility Plan.

### **TIME OF COMPLETION & COMPENSATION SCHEDULE**

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The following schedule is based on a Notice to Proceed (NTP) from the City of Idaho City by March 15, 2021. An NTP issued on a different date will change the schedule accordingly.

COMPLETION & COMPENSATION SCHEDULE			
Task	Description	Due Date	Compensation
1	Meeting Notes and recommended action by the City relative to:  1) Compliance Agreement 2) Re-use Permit 3) Proposed Wastewater System Upgrades	April 15, 2021	\$4,000
TASK ORDER TOTAL:			\$4,000

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 294-03 is \$4,000. No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City in the form of a Change Order. The hourly rates for services and direct expenses are per the Master Agreement (by this reference made a part hereof) and will be the basis for any additions and/or deletions in services rendered.

**Mountain**  
**WATERWORKS**

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CITY OF IDAHO CITY, IDAHO

MOUNTAIN WATERWORKS, INC

BY: \_\_\_\_\_

Phillip Canody, Mayor

BY: Tim Farrell

Tim Farrell, P.E. Vice President

Dated: \_\_\_\_\_

Dated: 03/01/2021



## Standard Hourly Rates Schedule - 2021

### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 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.

### B. The Standard Hourly Rates:

Billing Class/Description	Hourly Rate
Principal Engineer.....	\$170.00
Senior Project Manager .....	\$160.00
Project Manager.....	\$135.00
Senior Technical Consultant .....	\$125.00
Senior Project Engineer .....	\$120.00
Project Engineer .....	\$110.00
Staff Engineer 2 .....	\$100.00
Staff Engineer 1 .....	\$90.00
CAD Manager .....	\$110.00
Senior Technical Designer .....	\$100.00
Project Administrator .....	\$75.00
Project Designer .....	\$80.00
Financial Consultant .....	\$85.00
Construction Manager.....	\$110.00
Infrastructure Specialist .....	\$110.00
Licensed Utility Operation .....	\$85.00
Administration 2 .....	\$75.00
Administration 1 .....	\$60.00
Bookkeeping .....	\$80.00



## Mountain Waterworks, Inc.

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### C. Reimbursable Expenses Schedule:

1. Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment annually. Reimbursable expenses for services performed on the date of the Agreement are:

Plan Sheet Copies .....	\$0.50 /sq. ft.
Reproducible Black and White Copies (Paper).....	\$0.25 /copy
Reproducible Color Copies (Paper).....	\$0.95 /copy
Equipment Rental .....	Negotiated per Project
Other Direct Costs .....	Cost times 1.10

#### Notes:

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.
- Mileage is billed at the current rate approved by the IRS, currently .56 cents per mile.
- All sub-consultant fees, laboratory costs, and application fees are billed at cost to projects plus (10%) percent.

# **Mountain Waterworks, Inc.**

## *Terms & Conditions*

### **A. FEES AND PAYMENT.**

1. The fee for services will be based on MOUNTAIN WATERWORKS' standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus ten percent (10%) service charge to cover overhead and administration.
2. Payment shall be due within thirty (30) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within sixty (60) days from the date of invoice, MOUNTAIN WATERWORKS may, after giving seven (7) days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, MOUNTAIN WATERWORKS will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due MOUNTAIN WATERWORKS pursuant to this Agreement shall be a condition precedent to OWNER using any of MOUNTAIN WATERWORKS' professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of eighteen percent (18%) per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial thirty (30) day period following date of invoice.

**B. COMMENCEMENT OF WORK.** The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of MOUNTAIN WATERWORKS for more than sixty (60) days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

### **C. MISCELLANEOUS PROVISIONS.**

#### **1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY.**

- (a) MOUNTAIN WATERWORKS will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name OWNER as an additional insured on the General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) Allocation of Risk – In recognition of the relative risks and benefits of the Project to both the OWNER and MOUNTAIN WATERWORKS, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of MOUNTAIN WATERWORKS and MOUNTAIN WATERWORKS' officers, directors, employees, agents, and consultants to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to MOUNTAIN WATERWORKS services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by MOUNTAIN WATERWORKS under this Agreement.
- (c) OWNER hereby understands and agrees that MOUNTAIN WATERWORKS has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at OWNER's premises, or in connection with or related to this project with respect to which MOUNTAIN WATERWORKS has been retained to provide professional engineering services. The compensation to be paid MOUNTAIN WATERWORKS for said professional engineering services is in no way commensurate with, and has not been calculated with reference to,

the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalies, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring MOUNTAIN WATERWORKS to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring MOUNTAIN WATERWORKS to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and MOUNTAIN WATERWORKS does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) MOUNTAIN WATERWORKS shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of MOUNTAIN WATERWORKS, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, MOUNTAIN WATERWORKS makes no warranty, whether express or implied, as to the actual capacity, drawdown, and/or temperature of any proposed water well(s), or the quality of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. OWNER understands and agrees that MOUNTAIN WATERWORKS' responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## **2. STANDARD OF CARE.**

MOUNTAIN WATERWORKS and its employees, subsidiaries, independent professional associates, sub consultants and subcontractors will exercise that degree of care ordinarily practiced under similar circumstances by design professionals providing similar services. OWNER agrees that services provided will be rendered without any warranty, express or implied. However, in no event shall MOUNTAIN WATERWORKS be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder.

## **3. DOCUMENTS.**

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of MOUNTAIN WATERWORKS, except where by law or precedent these documents become public property. OWNER agrees to hold harmless, indemnify, and defend MOUNTAIN WATERWORKS, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of MOUNTAIN WATERWORKS.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for OWNER, are and shall remain the sole property of MOUNTAIN WATERWORKS.
  - (c) MOUNTAIN WATERWORKS' liability to OWNER for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. MOUNTAIN WATERWORKS makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by MOUNTAIN WATERWORKS under this Agreement. In no event shall MOUNTAIN WATERWORKS, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for OWNER's sole use. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of MOUNTAIN WATERWORKS.
4. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by OWNER, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on MOUNTAIN WATERWORKS' reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse MOUNTAIN WATERWORKS for termination costs.
5. **WAIVER.** MOUNTAIN WATERWORKS' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
6. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between OWNER and MOUNTAIN WATERWORKS relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
7. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
8. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by MOUNTAIN WATERWORKS through exercise of its experience and judgment in applying presently available cost data, but it is recognized that MOUNTAIN WATERWORKS has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that MOUNTAIN WATERWORKS cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from MOUNTAIN WATERWORKS' cost estimates.
9. **INJURY TO WORKERS.** It is understood and agreed that MOUNTAIN WATERWORKS' fee is based on MOUNTAIN WATERWORKS being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and OWNER agrees to insert into all contracts for construction between OWNER and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both OWNER and MOUNTAIN WATERWORKS from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of OWNER or MOUNTAIN WATERWORKS.
10. **SITE VISITS.** Visits to the construction site and observations made by MOUNTAIN WATERWORKS as part of services during construction under this Agreement shall not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall

not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by MOUNTAIN WATERWORKS are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

11. **ON-SITE MONITORING.** When MOUNTAIN WATERWORKS provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard OWNER against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are generally being fulfilled. Their day-to-day monitoring will not, however, cause MOUNTAIN WATERWORKS to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
12. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.







## **TASK ORDER NO. 294-04**

### **AGREEMENT FOR PROFESSIONAL SERVICES**

#### **BETWEEN**

#### **CITY OF IDAHO CITY (OWNER) AND MOUNTAIN WATERWORKS, INC (ENGINEER)**

This Task Order is made this \_\_\_\_ day of \_\_\_\_\_, 2021 and entered into by and between the City of Idaho City, Idaho a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as City, and accepted by Mountain Waterworks, Inc., hereinafter referred to as "Engineer" pursuant to the mutual promises, covenant, and conditions contained in the Master Agreement between the above mentioned parties dated June 24<sup>th</sup>, 2020. The Project Name for this Task Order No. 294-03 is as follows:

### ***WASTEWATER REUSE ANNUAL REPORT***

#### **PROJECT UNDERSTANDING**

The City has requested Mountain Waterworks develop the annual reuse report required under the City's IDEQ Wastewater Reuse Permit M-108-03 (the Permit) for submittal to IDEQ.

#### **SCOPE OF WORK**

The Engineer's scope of services, time of completion and compensation shall be as set forth herein. The Engineer will develop a Reuse Annual Report including the following information for the 2020 reporting period:

- A brief interpretive discussion of all required monitoring data.
- Results of required monitoring as outlined in the Permit.
- Status of the compliance activities as outlined in the Permit.
- A summary of all noncompliance events that occurred during the reporting year.
- Submittal of calculations for hydraulic loading rates and constituent loading rates as required by the Permit.
- Submittal of all available laboratory analytical reports, chain of custody forms, and flow data.
- Discussion of major maintenance activities such as equipment replacement and facility maintenance that took place during the 2020 reporting period.

## **TASK 01: ENGINEERING SERVICES**

### **Task 01A: Wastewater Reuse Annual Report**

- i. Consultant will develop the Reuse Annual Report for the 2020 reporting period as required by the Permit.

#### *Deliverables*

- 2020 Reuse Annual Report and submittal to IDEQ and City.

## **ASSUMPTIONS & EXCLUSIONS**

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The following tasks are not included within the scope of work:

- Consultant will rely on laboratory data, in-house testing results, operator logs, maintenance records, and other information provided by City to complete the Reuse Annual Report.
- Consultant will incorporate applicable permit data into the Reuse Annual Report, but Consultant is not responsible for the accuracy or completeness of data collected by others.

## **TIME OF COMPLETION & COMPENSATION SCHEDULE**

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The following schedule is based on a Notice to Proceed (NTP) from the City of Idaho City by March 15, 2021. An NTP issued on a different date will change the schedule accordingly.

COMPLETION & COMPENSATION SCHEDULE			
Task	Description	Due Date	Compensation
1	Wastewater Reuse Annual Report	April 30, 2021	\$6,000
TASK ORDER TOTAL:			\$6,000

The Not-To-Exceed amount to complete all services listed above for this Task Order No. 294-04 is \$6,000. No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City in the form of a Change Order. The hourly rates for services and direct expenses are per the Master Agreement (by this reference made a part hereof) and will be the basis for any additions and/or deletions in services rendered.

**Mountain**  
**WATERWORKS**


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**CITY OF IDAHO CITY, IDAHO**

**MOUNTAIN WATERWORKS, INC**

BY: \_\_\_\_\_

Phillip Canody, Mayor

BY:  \_\_\_\_\_

Tim Farrell, P.E. Vice President

Dated: \_\_\_\_\_

Dated: 03/01/2021 \_\_\_\_\_



## Standard Hourly Rates Schedule - 2021

### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix 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.

### B. The Standard Hourly Rates:

Billing Class/Description	Hourly Rate
Principal Engineer .....	\$170.00
Senior Project Manager .....	\$160.00
Project Manager.....	\$135.00
Senior Technical Consultant .....	\$125.00
Senior Project Engineer .....	\$120.00
Project Engineer .....	\$110.00
Staff Engineer 2 .....	\$100.00
Staff Engineer 1 .....	\$90.00
CAD Manager .....	\$110.00
Senior Technical Designer .....	\$100.00
Project Administrator .....	\$75.00
Project Designer .....	\$80.00
Financial Consultant .....	\$85.00
Construction Manager.....	\$110.00
Infrastructure Specialist .....	\$110.00
Licensed Utility Operation .....	\$85.00
Administration 2 .....	\$75.00
Administration 1 .....	\$60.00
Bookkeeping .....	\$80.00

## Mountain Waterworks, Inc.

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### *C. Reimbursable Expenses Schedule:*

1. Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment annually. Reimbursable expenses for services performed on the date of the Agreement are:

Plan Sheet Copies .....	\$0.50 /sq. ft.
Reproducible Black and White Copies (Paper).....	\$0.25 /copy
Reproducible Color Copies (Paper).....	\$0.95 /copy
Equipment Rental .....	Negotiated per Project
Other Direct Costs .....	Cost times 1.10

#### **Notes:**

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.
- Mileage is billed at the current rate approved by the IRS, currently .56 cents per mile.
- All sub-consultant fees, laboratory costs, and application fees are billed at cost to projects plus (10%) percent.

# **Mountain Waterworks, Inc.**

## ***Terms & Conditions***

### **A. FEES AND PAYMENT.**

1. The fee for services will be based on MOUNTAIN WATERWORKS' standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus ten percent (10%) service charge to cover overhead and administration.
2. Payment shall be due within thirty (30) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within sixty (60) days from the date of invoice, MOUNTAIN WATERWORKS may, after giving seven (7) days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, MOUNTAIN WATERWORKS will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due MOUNTAIN WATERWORKS pursuant to this Agreement shall be a condition precedent to OWNER using any of MOUNTAIN WATERWORKS' professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of eighteen percent (18%) per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial thirty (30) day period following date of invoice.

### **B. COMMENCEMENT OF WORK.** The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of MOUNTAIN WATERWORKS for more than sixty (60) days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

### **C. MISCELLANEOUS PROVISIONS.**

#### **1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY.**

- (a) MOUNTAIN WATERWORKS will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name OWNER as an additional insured on the General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) Allocation of Risk – In recognition of the relative risks and benefits of the Project to both the OWNER and MOUNTAIN WATERWORKS, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of MOUNTAIN WATERWORKS and MOUNTAIN WATERWORKS' officers, directors, employees, agents, and consultants to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to MOUNTAIN WATERWORKS services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by MOUNTAIN WATERWORKS under this Agreement.
- (c) OWNER hereby understands and agrees that MOUNTAIN WATERWORKS has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at OWNER's premises, or in connection with or related to this project with respect to which MOUNTAIN WATERWORKS has been retained to provide professional engineering services. The compensation to be paid MOUNTAIN WATERWORKS for said professional engineering services is in no way commensurate with, and has not been calculated with reference to,



the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring MOUNTAIN WATERWORKS to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring MOUNTAIN WATERWORKS to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and MOUNTAIN WATERWORKS does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) MOUNTAIN WATERWORKS shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of MOUNTAIN WATERWORKS, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, MOUNTAIN WATERWORKS makes no warranty, whether express or implied, as to the actual capacity, drawdown, and/or temperature of any proposed water well(s), or the quality of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. OWNER understands and agrees that MOUNTAIN WATERWORKS' responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## **2. STANDARD OF CARE.**

MOUNTAIN WATERWORKS and its employees, subsidiaries, independent professional associates, sub consultants and subcontractors will exercise that degree of care ordinarily practiced under similar circumstances by design professionals providing similar services. OWNER agrees that services provided will be rendered without any warranty, express or implied. However, in no event shall MOUNTAIN WATERWORKS be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder.

## **3. DOCUMENTS.**

- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of MOUNTAIN WATERWORKS, except where by law or precedent these documents become public property. OWNER agrees to hold harmless, indemnify, and defend MOUNTAIN WATERWORKS, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of MOUNTAIN WATERWORKS.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for OWNER, are and shall remain the sole property of MOUNTAIN WATERWORKS.
  - (c) MOUNTAIN WATERWORKS' liability to OWNER for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. MOUNTAIN WATERWORKS makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by MOUNTAIN WATERWORKS under this Agreement. In no event shall MOUNTAIN WATERWORKS, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for OWNER's sole use. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of MOUNTAIN WATERWORKS.
4. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by OWNER, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on MOUNTAIN WATERWORKS' reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse MOUNTAIN WATERWORKS for termination costs.
5. **WAIVER.** MOUNTAIN WATERWORKS' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
6. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between OWNER and MOUNTAIN WATERWORKS relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
7. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
8. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by MOUNTAIN WATERWORKS through exercise of its experience and judgment in applying presently available cost data, but it is recognized that MOUNTAIN WATERWORKS has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that MOUNTAIN WATERWORKS cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from MOUNTAIN WATERWORKS' cost estimates.
9. **INJURY TO WORKERS.** It is understood and agreed that MOUNTAIN WATERWORKS' fee is based on MOUNTAIN WATERWORKS being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and OWNER agrees to insert into all contracts for construction between OWNER and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both OWNER and MOUNTAIN WATERWORKS from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of OWNER or MOUNTAIN WATERWORKS.
10. **SITE VISITS.** Visits to the construction site and observations made by MOUNTAIN WATERWORKS as part of services during construction under this Agreement shall not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall

not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by MOUNTAIN WATERWORKS are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

11. **ON-SITE MONITORING.** When MOUNTAIN WATERWORKS provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard OWNER against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are generally being fulfilled. Their day-to-day monitoring will not, however, cause MOUNTAIN WATERWORKS to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
12. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.



SAMPLE

**MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF  
IDAHO CITY AND WHITE CLOUD COMMUNICATIONS INC.**

**1. Parties.**

This Memorandum of Understanding is made and entered into by and between the City of Idaho City, and White Cloud Communications Inc., an Internet Service Provider.

**2. Purpose.**

The City of Idaho City would like to expand access, for their citizens, to broadband internet through the use of the Governor's Broadband Initiative. In the event grants become available, the City of Idaho City will need to partner with a for profit entity to own and operate the infrastructure.

The purpose of this MOU is to establish the relationship between The City of Idaho City and White Cloud Communications. White Cloud Communications will expend significant time and resources to prepare for and be ready to apply for a grant.

White Cloud Communications desires to partner with the City of Idaho City in applying for a grant to improve broadband accessibility in Idaho City.

**3. Agreement**

The City of Idaho City agrees to choose White Cloud Communications Inc. as their partner in the event that grants become available.

White Cloud Communications agrees to do everything possible to increase the chances of success for Idaho City to receive a grant and to complete the work as best as possible, if a grant is awarded.

If awarded, the City of Idaho City and White Cloud Communications Inc. will use Region IV Development Association Inc. to provide grant writing and project administrative services to help the City comply with the conditions of the Grant Program.

**4. Signatures**

CITY OF IDAHO CITY

WHITE CLOUD COMMUNICATIONS INC.

By: \_\_\_\_\_  
Name, Mayor

By: \_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ORDINANCE NO. 362

read title only

"AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF IDAHO CITY, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF TEN (10) YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE."

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF IDAHO CITY, IDAHO THAT;

SECTION 1. The City of Idaho City, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of ten (10) years from and after \_\_\_\_\_ (the effective date of this ordinance), however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.



SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. The City shall have the right and privilege to string and maintain wires for its internal communications for its fire, police, airport and other services upon the poles and other facilities erected and maintained by the Grantee hereunder, subject to the Rules and Regulations of the Idaho Public Utilities Commission. The City shall string, maintain and operate such wires at its own expense, risk and responsibility, and in accordance with all legal requirements and good engineering practices and in such manner as not to impose any additional expense upon Grantee of its said poles and facilities. Any such wires of the City shall be subject to interference by the Grantee only when necessary in the maintenance, operation or repair of the Grantee's own fixtures, wires, facilities and appurtenances.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of \$1,000,000 per occurrence. The City of Idaho City shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above \$1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. As compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July and October, an amount equivalent to one percent (1%) of Grantee's "gross revenues" for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 4, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period not to exceed three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Idaho City, the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from

submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance No. 252, dated July 26, 1996, shall terminate upon the effective date of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on \_\_\_\_\_.

PASSED AND ADOPTED by the Council of the City of Idaho City this \_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED by the Mayor this \_\_\_\_ day of \_\_\_\_\_, 2021.

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

(Seal)

**ACCEPTANCE**

**IDAHO POWER COMPANY**, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2021.

By: \_\_\_\_\_  
Adam Richins  
SVP & Chief Operating Officer

**ATTEST:**

\_\_\_\_\_  
Secretary

(Seal)