AGENDA
Donnelly City Council
Regular Meeting
Monday, February 26, 2018 at 6:00 pm
Donnelly Community Center

ROLL CALL

PLEDGE OF ALLEGIENCE

CONSENT AGENDA: (one motion needed for the Consent Agenda)
Vouchers January 18th thru February 21st, 2018
Treasurer’s Report for January 2018
City Council Minutes – January 22, 2018, January 29, 2018
Payroll Summary – February 1, February 5, February 15, 2018

PUBLIC HEARING CONTINUED:
AB 18-21 Request to approve Conditional Use Permit (CUP) 17-01 Horizon Towers Cell Tower

BUSINESS AGENDA:
AB 18-20 Request to approve Amendment of Donnelly City Code 18.70.030C – Ordinance 237
AB 18-23 Introduction of lease proposal from Horizon Towers
AB 18-25 West Central Mountains Economic Development Council Update – Andrew Mentzer
AB 18-26 Water System Improvement – Well Bid Acceptance
AB 18-27 Lake Shore Rate Change Proposal – Memorandum of Understanding Draft
AB 18-28 Request to adopt Resolution 2018-007 Fair Housing Month Proclamation
AB 18-29 Authorize Mayor to Sign Statement of Agreement – Idaho Unified Certification Program (Idaho Transportation Department)
AB 18-30 Request to adopt Resolution 2018-008 Arbor Day Proclamation and to remit 2018 Arbor Day Grant Program
AB 18-31 Request to Authorize Clerk to apply for the 2018-2019 Idaho Community Review

EXECUTIVE SESSION:
Pursuant to Idaho Code § 74-206, convene in executive session to: (1) (a) & (b) consider personnel matter;

ADJOURN: Monday, March 19, 2018 at 6:00 p.m.
CITY OF DONELLY
Claim Details by Posted Date
For Claims from 01/22/18 to 02/21/18

... Over spent expenditure

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<th>Document #/Line #</th>
<th>Disc $</th>
<th>PO #</th>
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02/21/18
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CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 01/22/18 to 02/21/18
Page: 7 of 9
Report ID: AP100V
* ... Over spent expenditure

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**This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted.**
### Our Investments & Cash...
Balances as of January 31, 2018

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### Our Cash Flows...

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## City of Donnelly

### LOT Actual Dollars Earned per Month

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<th>FY11</th>
<th>FY12</th>
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<th>FY14</th>
<th>FY15</th>
<th>FY16</th>
<th>FY17</th>
<th>FY18</th>
<th>% Increase from LY</th>
<th>LY YTD</th>
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*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.
MINUTES

Meeting called to order by Councilman Stayton at 6:00 p.m.

Roll Call: Councilor Minshall, Councilor Atkinson, Councilor Davenport and Councilor Stayton were present. Clerk Hedges was also present. Mayor Koch was absent.

Pledge of Allegiance

CONSENT AGENDA:

Vouchers, December 19 through January 18th, 2018 Clerk asked to add the following vouchers. Frontier $33.88 Idaho Power $1223.31 Star News $27.89 State Insurance Fund $1587.00 Wells Fargo Finance $190.00. Totaling $3,062.08.
Motion by Davenport, 2nd by Atkinson to approve the vouchers with the added into record. Motion carried.

City Council Minutes – December 18, 2017
Motion by Minshall, 2nd by Davenport to approve the City Council minutes for December 18, 2017. Motion carried.

Payroll Summary -- December 21, 2017, January 4th, January 5th, January 18th, 2018
Motion by Davenport, 2nd by Minshall to approve payroll summaries for the period of December 21, 2017 through January 18, 2018. Motion carried.

SWEARING IN NEWLY ELECTED OFFICIALS
AB 18-18 Installation of newly elected City Council members – Wendy Davenport and Rheta Atkinson. Councilor Stayton was nominated for Council President.
Motion by Minshall, 2nd by Davenport to appoint Councilor Stayton as Council President. Minshall – yes, Davenport – yes, Atkinson – yes, Stayton – yes.

Public Hearing:

Councilman Stayton opened Public Hearing at 6:05 p.m.

AB 18-19 Request to approve Resolution 2018-004 Sanitary Sewer Rate Increase.
Clerk read resolution to include the $4 increase on the Sewer Base Rate that was received from North Lake Sewer District.

In Favor of — Rene Wehrli stated that she was in support as the City has to operate and the costs need to be passed on for the City to run successfully.
No other comments received

Neutral — none

Opposed — none

Closed at 6:07 p.m.
Motion by Davenport, 2nd by Stayton to approve Resolution 2018-004 Sewer Base Rate Increase.
Motion carried.

Councilman Stayton opened Public Hearing at 6:09

AB 18-20 Request to approve Amendment of Donnelly City Code 18.070.030 C

P&Z Administrator - Delta James gave a brief explanation of the proposed change. This is a proposed code amendment to remove the prohibition of the free-standing communication towers within the light industrial zoned properties. Currently the code section 18.70.030 lists wireless telecommunication facilities under the conditional use in that zone but then states in parentheses that free-standing wireless towers are prohibited. This amendment would remove this prohibition but still require a conditional use permit to place one. Although this is related to the proposed cell tower it is separate.

In Favor of: Rene Wehrli

Neutral: none

Opposed:

Deidra Abrams, McCall - When the code was created there had to be a reason why it was in there and why we would want to take it out.

Jeff Abrams, Jefferson Road, McCall – Feel like it is an easy way out and what the city should do is adopt specific code related to cell towers based on community standards and public input but not a capricious decision just to remove it and say a CUP is going to cover all concerns. A specific City code written for cell towers with public option and comment.

Steve Kimball, Payette Street, Donnelly – rather than just amending the code there should be an explanation to the residents on how it changes connects to the comprehensive plan. This created a vision and blueprint for growth and development in Donnelly. And specific talks about low structures low signs and low development. Rather than simply amending the code they need an explanation of what in the comprehensive plan is off key or why the ordinance should be changed as it seems as the ordinance really aligns well with the comprehensive plan. This would create disconnect with the comprehensive plan and it clearly spells out the height limits.

Administrator James – there is a code section that specifically spells out wireless telecommunication facilities within the code. So, when a telecommunication facility proposal comes in under current code it has to meet all development standards of the wireless communications chapter of the code as well as
be subject to the prohibited or not prohibited uses within each zone. Does not know the history behind or the logic behind the current code of its prohibition of the free-standing communication towers.

Clerk Cami Hedges – It was an oversite. Ordinance 210 was adopted to allow free-standing communication towers and to set the development standard. Then when the P&Z commission did a revamp of all the zoning ordinances that was oversite that it was to allow the telecommunication towers. It was always thought that it was allowed in the light industrial zone.

P&Z Commissioner Gene Tyler it was an oversite and it was the intent to allow under a CUP in the light industrial zone.

Councilman Stayton closed the public hearing at 6:17 p.m.

Council discussion – Minshall still a little confused does not understand. James stated that it is staffs understanding that this was just an oversite as when Ordinance 210 was adopted it brought in the development standards it was thought to be allowed in the Light Industrial zone, but the prohibition was never lifted in the zone. At this time no free standing wireless communication towers are not allowed in any zone within the city, but this amendment would allow under a conditional use permit in the light industrial zone but still prohibit in any other zone.

Davenport asked how do we know that it was the intent to allow in the light industrial zone. What year was Ordinance 210 was adopted.

Administrator James – Only by P&Z Commissioners history and staff at the time the code was updated in 2015-16.

Clerk Hedges – The ordinance was adopted prior to 2013.

Administrator James – The broader question is whether or not you want to allow such facilities in your jurisdiction or not and if you do see that they should go somewhere in your jurisdiction they P&Z commission recommendation is the Light Industrial areas.

Clerk Hedges – When the amendment was done in 2015-16 they did not go back to the 210 Ordinance to see what it said. Staff does not believe that there were any changes done in the LI zone during this update.

Stayton asked what the options were for council to make a decision at this very moment. No further questions.

Motion by Stayton, 2nd by Davenport to table AB 18-20 decision until the next regular meeting, none opposed, Motion carried.

Councilman Stayton open Public Hearing 6:24 pm

AB18-21 Request to approve Conditional Use Permit (CUP) 17-01 Horizon Towers Cell Tower

P&Z Administrator Delta James Staff Report –Provided an overview of the land use application. Application from Horizon Tower, property owner is City of Donnelly, site located at the LI zoned property at the railroad right of way to the very north of the property. Plans in the packet that show the location. Currently the DCC prohibits the free-standing wireless communications in the Light Industrial zone, should you approve this it would be condition upon the approval of the code amendment.
This is unusual as the property is owned by a municipality. The FCC Act 1996 has guidelines and states guidelines on how a municipality can or cannot regulate these things. Most of the concerns about health and proximity to these kinds of developments. In the packet I have provided you the FCC 1996 act that specifically relates to this. It also states that you can not deny on health safety issues alone. The municipality can place conditions upon the application but very hard to prohibit or deny on personal property. This is unique and on City property and could chose not to allow on that property because you the city own the property. And subject to approval of lease agreement. It is at your discretion to make the decision.

Public hearing was held on November 6th and received public testimony and continued their discussion to the December 5, 2017 to receive more information from the applicant, including drainage, snow storage, generator noise. December 4th P&Z review the additional information and recommend the CUP permit to the City Council for approval subject to the conditions of approval at the end of the staff report. The decision was unanimous, and there was one commissioner absent at that meeting. One commissioner expressed that he would not like to limit the height of the tower. It is an application for a single mono-pine design that would house up to three wireless providers and resemble a pine tree. The proposed height would be 85 feet to have the highest antenna and the tree itself would be a little taller to resemble a tree. Placement of equipment at the base, power cabinets with 20KW backup power generator. Each provider would have its own generator. Power and utilities are proposed underground, construction of a chain link fence around the perimeter of approximately 50'x50' area at the base and site obscuring slats in the chain link fence to screen. There would also be a 12ft gravel access provided within a 15ft wide easement area. There is a snow storage area to the west of the leased area. Enough area to park a maintenance vehicle and to turn in a forwardly motion to exit. The tower will be visible from SH 55 which is a scenic byway, so a lot of esthetics were taken in the mono-pine to make it tree-like as possible, which are indicated in the conditions of approval. Also, some final plans would need review by City engineer prior to building permit. Also, a condition of approval requires that 2 natural pine trees of not less than 20ft tall shall be planted at the base, with the idea that as they grow up they will create a more natural look and small grove there. A landscaping plan will also be required and reviewed a staff level. Guidelines were also set for when maintenance would be performed on the generators to only occur between 8-5 weekdays and only once per month. Facility cannot be operated until all conditions are met and permits have been approved. Makes all conditions contingent upon the City entering into a mutually agreed upon lease agreement with the applicant. Lastly this condition ties back into the code amendment approval by council.

Applicant Representative Zach Williams – Horizon Towers, went to P&Z and asked for their feedback on the application and met all the conditions that they asked for. Adding trees, adding foliage, painting the bark, etc. Want to make it visually pleasing as possible. Want to provide better coverage for the entire area as there is a coverage gap with carriers up here and Verizon has seen that and been alerted of that and that is what they are trying to fill. Also, this tower would be co-inhabited for 3 carriers instead of seeing 3 different towers in the area. There are multiple things out that talk about health concerns and ionizing and non-ionizing frequencies. Cell towers are non-ionizing like radio frequencies and your television compared to ionizing frequencies like x-ray and ultraviolet lights. Section 704 of the telecommunications act does talk about that. Looking for approval meeting conditions and looking at the light industrial zone as the comprehensive plan indicates instead of one of the other areas.

In favor of:
Clerk Hedges read written comments into record:
Elizabeth Jones -Norwood Rod, Donnelly – (M.S. Public Health, Epidemiology) I am resident of Donnelly, and am writing in support of the proposed cell phone tower. When I chose to explore cell tower risks, I chose to look at the experts for answers. The experts in cancer, and disease clusters/trends come from
the American Cancer Society, and the Center for Disease Control, where in the case of the latter, some of
the world’s best health data interpreters reside. These organizations support the notion that cell
towers do not pose a risk to our health. This has been pointed out by those against the towers, that
there are many studies that have concluded there are dangers in cell phone towers. While it is true that
such studies exist, most were found to NOT meet the standards of responsible scientific analysis. These
irresponsible studies frighten the public, rather than provide them with legitimate research conclusions.
By eliminating, not including or failing to explore known significant risk factors for poor outcomes,
dangerously inaccurate findings can be reported. Information like parental smoking, a highly processed
food diet, water supply, family health histories are very important pieces of the puzzle that need to be
gathered when doing disease research – especially cancers. In some of the studies that reported
findings, the proximity to the cell phone towers wasn’t even included. Why is it okay to assume there is
a giant conspiracy in our country to benefit Verizon, but not okay to accept the findings of our true
experts at the Center of Disease Control? We are in dire need of improved cell service. The options
of providers are limited, and cell service is sub-standard. In many of these areas, we have reduced ability
of both residents and visitors to not only complete calls without them dropping, but accessing help
when needed. These are true problems here; problems that we have all experienced. The experts have
reviewed all studies and have eliminated those that did not meet the standards of a responsible study.
The experts say the towers do not pose a risk. In matters concerning health, I rely on the experts. I
hope that you will as well.

**John Sommerwerck – Sandy Drive, Donnelly** – I would like you to approve the proposed cell tower. I
ask that you consider the following facts and arguments in favor of approving the cell tower. To date
each side has present studies which align with their thinking. I urge you to consider the source and
quality of those studies. Personally, I would go with mainstream organizations; such as the CDC and the
American Cancer Society. Beyond the studies, consider the fact that we live in a highly litigious country
with well over 200,000 cell towers. Some have been around for over 30 years. Many are installed near
hospitals, schools and densely populated areas. If cell towers posed a health risk, wouldn’t you think
that some lawyer somewhere would have filed a successful lawsuit? As to the noise produced by the
occasional test of the back-up generator, is it any louder, more frequent or closer to town than the
emptying of the roll-offs at the recycling center? Should we ban all uses that require a backup
generator? Maybe we should talk to the Donnelly Fire Department and Frontier about their backup
generators and the noise they create during tests. For both livability and development, unreliable cell
service (especially during emergencies) and slow, unreliable internet service (for those without access to
cable) are major detractors to living and doing business in the Donnelly area. It would be great if we
could have more choices and better cell services. This proposed tower goes a long way to making this a
reality. You now have the power to erase these negatives while at the same time tapping a source of
revenue other than new taxes. I urge you to consider the know negative consequences of denial versus
conjectural consequences presented to date. I urge you to approve the construction of the cell tower.

**Dieter & Celia Wiesemann** – As long-time tax payers in Valley County, we are in favor to build the cell
tower.

**TJ Kemp M.D.** – I am unable to attend the public hearing tonight, so I am emailing my position instead. I
am writing in SUPPORT of the new cell phone tower. I have a second home in Donnelly, and over the
past year the cell service has deteriorated to the point where it is almost unusable. Being a doctor from
Boise, it is critically important that I remain in contact with my office and patients, even when away. I
really enjoy spending time in Donnelly with my family and supporting the local economy. But not having
adequate signal on my phone has meant less time that I can spend there when I need to remain in
contact with my patients. When I purchased my Donnelly property a year ago, the signal was far better.
In fact, that was one of the main reasons I bought in Donnelly was because of the superior signal
compared to McCall. I think when people are looking to become a part of a community in this day in
age, staying connected is a key factor in their decision. It is for that reason that you should strongly support this tower. It is vital to the economy of Donnelly. I wish that I could attend this evening’s meeting to contribute to the process. I hope this email helps with your decision.

Jerry & Noel Kuhnhausen – we will not be able to attend the meeting on next Monday but would like to put in a very strong YES to the cell tower. We are 30-year residents of Valley County and would welcome any improvement in the current abysmal phone service.

Beverly Pressman – Homer Lane, Donnelly – I am writing in approval of the proposed cellular phone tower. I certainly understand the concerns and need for precautions. I also believe that we need to make a decision based on truly scientific research and reputable sources. In my own search for information, I have been amazed at the amount of biased data online, rather than conclusions of professional scientific methods. I encourage you to visit the following latest online data, reports, and recommendations of the World Health Organization and American Cancer Society. Both sources recommend care be taken regarding site location, public education and understanding. They also stress the need to communicate accurate current health information regarding electromagnetic fields to reduce fears and mistrust. As published by the World Health Organization most recent 2018 online series, which is referring to data presented by the American Cancer Society: “Some people have expressed concern that living, working, or going to school near a cell phone tower might increase the risk of cancer or other health problems. At this time, there is very little evidence to support this idea.” (followed by discussing three main points that argue against cellular phone towers being able to cause cancer). I trust a decision will be based on current knowledge and continued awareness, not emotional fears.

Scott Pressman M.D. – Donnelly – I am in favor of the Donnelly Cell Tower as it would provide better service and fewer dead spaces which will improve emergency communication for the entire valley. This will definitely improve health care access and reduce risk.

George & Glenda Cox - Please count 2 votes for a yes on cell tower. We see a great value in having this tower. We see this all the time in other cities.

Councilman Stayton asked for any additional supporters.

Susan Dorris – Eld Lane, Donnelly – I live within the city limits of Donnelly. I support placing a cell tower in the Donnelly Light Industrial park. This is an appropriate place within the city limits for the tower. Our population is expanding and the number of visitors traveling to our area to recreate is expanding every year. The need for our population and our visitors to stay connected in this increasing on-line world will only grow. As Donnelly is centrally located in the Long Valley, we are an ideal location for a tower. There will be one here soon; if not on City property, then on someone’s private property nearby. I do understand there are concerns regarding health implications of a cell tower and various studies have been cited in this regard. If the cited studies are scrutinized, they are very small and based upon poor science, drawing false conclusions. There are various large studies done in the United States that come to a different conclusion. Boise valley has numerous cell towers to support their expanding population. Many of these towers are located ON school grounds around the Treasure Valley. Please support the placement of this cell tower in the Light Industrial part in the City of Donnelly.

Scott Pressman M.D. – Homer Lane, Donnelly – I am a retired physician and there was a letter to the editor in the Star News that expresses some concerns that people have, and I would like to speak to some of those. #1 there are literally billions of cell phones on earth now and over 200,000 cell towers in the United States and probably a million worldwide if in China, Europe, South America, Asia and those areas. There have been no documented negative effects from it. We have been around FM, AM, TV for
decades 60 to 70 years and cell towers have been around for 20 and where Stu Young said, it is a legal society if there was something going on out their lawyers would be jumping on it. You could have a lawsuit for a spilled cup of coffee and make it and this is bigger. I did send in the American Cancer Society data paper to you and would also like to give you the World Health Organization paper that will allow you to scrutinize what the world feels about this situation. Understand that fears are great, we all have them, but when you make a decision there are negatives on the other side and positives. We have numerous blackout areas here and in those blackout areas if we have an accident, heart attack, stroke, you are going to delay medical care to those people so doing nothing is not doing nothing it is a strong negative and those are real issues for your local community they are not kind of vague fears. So understand doing nothing is a strong negative to your community for at least that reason. The letter also talks about property values going down because of the cell tower. Conversely, I think property values will go up. Look at the number of people now who do in home work. Architects, Engineers, Educators, consultants, those people have a wonderful opportunity to move up to this wonderful area and contribute to the community with very little or no negatives and if you have poor cell communication here those people are not going to come, and they can’t work out of their homes. So property values are going improve not decrease by having a cell tower here. Your tourism will increase if people can access cells. Lastly education, we no longer have the Encyclopedia Britannica we have google. If you do not allow your children and education to have access equal to what the City kids are getting what New York kids are getting they are not going to be successful in their life journey, they are not going to have the opportunities that they will have if they have good structural support. Donnelly has done a great job with their education here, but it needs to continue to keep up with the times. Let those kids have the opportunity to improve their lives. I think if one looks at the use of Light Industrial property, I don’t think you can find something that is more benign and more beneficial to all the citizens in this valley. This about the facts and not about the fears.

Dale Guyer – Lee Way, Donnelly – Represents Arrowhead Points Subdivision in Donnelly and is in support of the cell tower application. Very limited about our cell phones and we have people who live there and work from home and use their internet and have a hard time connecting and it is something to think about.

Rene Wehrli - Halferty Street, Donnelly – Support

Neutral: None

Opposed:

Clerk Hedges did not receive any additional written responses.

Charles & Mary Stegner – Finn Church, McCall – Opposed

Deirdre Abrams – Jefferson Road, McCall – (written comment) I work as a teacher at Donnelly Elementary and spend more time in Donnelly than I do at home. I love this town and its residents with all my heart!! However, if a cell tower is built as close to the school as is proposed, I would probably choose to transfer to a different school. Why not put it far from the school? I also know a lot of parents who would move their kids to a different school.

Jean Keese – Black Pine Road, Donnelly – I appreciate the intent to create better cell coverage and it is a good idea. However, I think that there are better solutions that are not near property owners, children, and community. Also, this proposal is near a scenic byway, and there has been studies that shows a decrease in property values and to address the many health studies that were referenced. My understanding is the World Health Organization is actually put cell radiation in the same category as
DNT that is a carcinogenic substance. As far as the American Cancer Society goes as to my knowledge no know studies have been conducted. So I would be interested in seeing that information that does exist and it is also important to know that the American Cancer Society is not biased and has many corporate interests which include telecommunication companies. My letter sites this information in more detail.

Steve Kimball – Payette Street, Donnelly – I want to talk about what a special place Donnelly is and what really makes it so unique and so special. I want to start to talk about the Comprehensive plan. The Comprehensive plan is a really important and critical tool for the city it relays out the vision for the town over time and establishes what the key assets are for the town and it basically serves as a blueprint to evaluate the growth and development and ensures that they key assets of the town and the most significant things to preserve for the town. Donnelly’s comprehensive plan was approved in 2014 and is an excellent plan and kudos to those that developed it and approved it. It identifies some of the many assets of the town and are the unique scenic and historic attributes. Basically, we have a genuine authentic rustic town around us here that looks much like it did in its origin many many years ago. Things are genuine authentic and are not, we don’t’ have things built up like Boise, we got low line structures and it is just subtle. There is a ora of historic rustic subtle here. The Comprehensive Plan acknowledges those and talks about the threats and basically what the City should consider when it talks about the proposal. What we want to preserve is the authenticity of the town and the historic nature and over and over the Comprehensive plan talks about keeping things low, keeping signs low, keeping buildings low, no free-standing towers, those kinds of things. So, I would like to say Donnelly deserves respecting the Comprehensive Plan with the values and vision that was established to guide our development. These towers proposed, however they try to design, they look around the state and the county and they are artificial, they stick out, so what we are talking about is having an 85’ artificial fake tree, and currently there is nothing like that. So buy putting this up it would be seen from the residential and the business section of town and as you approach from the scenic byway. Its going to be a very different look, you are going to have something that will attract attention, some people will say that damn thing looks ugly and others will say what a joke. There are going to question, don’t these people appreciate what they got here. People coming here from other places who have these things are going to value the fact that Donnelly doesn’t and once they go up it will be like Eagle, like Meridian, Coeur d Alene. What we have here that is truly unique and different will be breached, what we had as the origin of the town and what we really value here. I would like you to see through the eyes of people who really value the historic, genuine, subtle and that we want to be different here and want to be unique and that is what will attract people. This is a gateway, crossroads to recreation we don’t want to start putting things up that looks like suburbia, like the city like other places. What is going to be the value of Donnelly over time that resembles the unique and historic, authentic, rustic town. That is what the Comprehensive plan sets forth, so I ask you to respect the plan and if you really want this thing then go back and change the plan and explain to the people in Donnelly why we want to part from the authentic, historic, rustic, subtle area, maybe we want to move to a new technology, more of the urban, semi urban era around our town, but I say keep it simple, keep it rustic, make it a place that is different, not a place where it starts blaming, don’t start that slippery slope that makes us start looking like other places. As far as health goes, look at those studies carefully and people are right there are studies that say that there is no impact to health and there are studies that say there is. The problem to all the studies is that there is short term. There is not one long term study, because these things have not been around for decades. So what we are talking about is that uncertainty, there is no certainty that there is radiation omitted from the towers, and then it will create a question basically an Asterix to whether it is safe or not and what will cause and the perception will cause people to avoid moving here or sending there kids here, maybe not all of them, but does Donnelly want to be an Asterix according to the health or the school area. I say no, we don’t want to create that question.
Jeff Abrams – Jefferson Road, McCall - Thanks again for letting me address the council. I was actually struck really strongly by two things in particular as a result of the testimony and a result of the law. One I would encourage all of the commissioners tonight to basically disregard any comments about health. The representative from Horizon introduced health issues, concerns, data and some of the testimony in opposition to the tower has done the same on the other side. You are not allowed to do this with for consideration with this kind of proposal. What you have to do is consider other legal ramifications that you can use to either support coverage or support a rejection for this proposal, so that is one point. Second big point is of all the comment that you have had in favor of the proposal tonight, I didn’t hear anybody say that they want it right here in town in the light industrial area. Nobody said it. Their concerns that you have heard, 95% of the folks that are voicing them say they don’t have coverage and they want help. Emergency services, communications for our occupational concerns, but they didn’t say they want it right in town. So that is very important to me. They are saying yes we want coverage, they are not saying that they want it right here. It does happen as Delta, Ms James brought up the facility is proposed on your property, you have grounds to reject this lease flat out. In considering that I would also have you examine the interest on the City side, and have you be able to come back to questions about what obviously you are going to support it you are making income on it. So potentially there is a conflict of interest there as you need to. There is nothing that says you need to maximize income off of your property that you own. So just be prepared for people to come back after your decision that they may look at your income as a motivating factor as wanting to sign the lease. Scenic byway have you guys looked at the impact up to the scenic byway and have you looked at whether or not precedence has been in construction of such telecommunication facilities in scenic byways, is there a precedence by that. I don’t know. You might be hanging yourself out there. And then last thing I would say is that this decision should be locally made by the people who are hear and shouldn’t be made by one of the biggest telco facilities, telco companies in the world telling us where we want the facilities and what we want done. I would encourage you all to go back and adopt new code that you write, if there is precedence in municipalities all over the country where the city council has examine exactly what they want in their cell tower code, there are grounds that municipalities have created that say you need to look at the most reasonable alternative where they are going to site it, they say if there is a significant gap in coverage use the least intrusive means necessary to provide that coverage. So, there are all kinds of language, I mean municipalities have adopted dark skies ordinances. You guys have the power to write every single work in the new code that addresses proposals just like this. I am encouraging you to do this.

Councilman Stayton asked for applicant to respond to the opposition.

Applicant Representative Zach Williams – Horizon, agree with Mr. Abrams on the point that health shouldn’t be considered he is 100% correct about that and that was talked about and for the act it cannot be a deciding factor for the meeting. And to talk about the alternatives and placing a cell tower, what we did is we did look at the Donnelly Comprehensive Plan, light industrial district was only the only zone in the comprehensive plan that looked to approve cell towers as a conditional use permit. Now the code was not correct and that is why they asked for a code amendment. Far as other communities going commercial than residential is pretty much what the City is. Out of that and stay off byways and laws. Is this excluded from the byway and yes when the trees are planted around it and grow it will make it less visually impacted. Towers are going to come up, we are trying to mitigate it to look like a tree to blend in. Towers will go up and possibly on valley county property and mono-poles everywhere or self-support towers because valley county allows those. We are trying to do this because we want to be least intrusive for the City of Donnelly as well as provide better services to the City, residents and businesses in Donnelly. That’s what the carriers is doing and that is what Horizon towers wants. To make clear Verizon is a provider that would be hosted by Horizon Towers on this tower. Horizon towers is building the tower.
Administrator James wanted to clarify a statement during public testimony. There was a question about any impacts that it was near a national scenic byway of Highway 55, if there was any regulatory impact of that. There is not, I happen to sit on the Payette River Scenic Byway board, its an advisory body, its not a regulatory body, so there are no regulations that are established with that. The goal of the byway is to preserve its scenic quality, so in that respect there is some impact there about sharing that goal and keeping the visual quality of the scenic byway as an asset. It is a nationally recognized scenic byway, it was one of the first in Idaho that was recognized in the early 70s. So you decision regarding that is whether or not the camouflaging techniques proposed help to further or preserve the scenic quality of the byway. But you do not need to worry about being in violation of any regulatory authority.

Councilman Stayton closed the public testimony part of the hearing at 7:15 p.m.

Council Discussion:

Davenport asked if there was somewhere else to put it? Can we look at a different area that is not as close to residential and schools and everything that is on our property.

Clerk Hedges clarified that back in 2014-15 a Self-support tri-pod tower was approved by the Donnelly Planning & Zoning over by North Lake Sewer and that was a Verizon owned tower and they withdrew. Located by the sewer ponds in the light industrial area. There were some issues with the environmental impacts with the sewer lagoons. Other city owned property was in the light industrial property. We would not be able to place near the airport as there are FAA regulations and that is the other City owned property.

Davenport – if the City was to say no to the application and if Horizon was to go out to a private owner, how does that work for a private person to get approval?

Administrator James – it would have to be zoned appropriately. If it was prohibited in an area the private property owner could request a zone amendment to allow. Zone amendments are at council’s discretion and can be denied outright. Let’s say for a moment that a private property owner had a parcel that allowed for telecommunications free standing towers, in some respect as a conditional use permit. If that were to come in front of you, you would not be able to directly deny it without the application being able to meet reasonable conditions associated with it. And the health concerns are taken off the table due to the Federal Telecommunications Act therefore it would not be part of the decision matrix. What might be part of the decision matrix is the noise impact to the site, safety, other things associated to those things but you would have to give the property owner and the applicant every opportunity to mitigate those concerns.

Davenport – Where on the map could someone put a tower?

Administrator James – currently none of the City’s zones allow for free-standing telecommunication towers, again that comes back to the amendment of the light industrial code.

Clerk Hedges– however if you go to any of the areas that are around the city limits that County controls those areas. Even if it is 5ft outside of City limits the county could approve it, it would no longer be a decision of the council. It is a county commissioner decision.

Davenport – This could ultimately be closer to the school, residential, etc.
Clerk Hedges – That is correct, it could go East on Roseberry and be closer to the school. Some of the research that was done, Cambridge has a tower on school district property, several West Ada School district properties have towers located on their property. One on Eagle Hills Elementary in Eagle located by the track and the one that looks like a tree is on the Eagle Hills Golf Course.

Minshall – looking at the numbers in support there are 29. Donnelly residents there were 9 that commented.

Clerk Hedges – Donnelly as a whole is a very large area, and a lot of comments were received from this area, however the City limits is very small, and we received only a hand full of responses within the city limits, that were property owners. Steve Kimball (resident) Susan Jenkins (resident) in opposition that are within City limits, then we have John Lance, Julie Stauts (business owner), Michelle Basye (business/property owner), Callie Smith (Business/property owner), Susan Dorris (business/property owner) in support, Kristal & KC Hanes in neutral yet reserved, these are all within city limits.

Davenport – concerned of property value, some say that it could go up or that it could go down. Is there a way to contact the county to find out about property values?

Administrator James – believes it would be very difficult to quantify this information. Understanding is that they look at the quality of construction not of the area. To look at the adjacent property owner’s values. This is a task that would be very challenging to get useful information.

Atkinson – that we can’t really do anything at this point, because they tabled the amended ordinance from before.

Administrator James – were you to decide this evening and if that decision were favorable toward the application, there is a proposed conditional of approval that states it is contingent upon the zoning amendment. Although they are related it is important to treat them separate as it pertains to the light industrial area generally of the zoning site. The other is this the right spot and does it fit within the goals of the community. A decision could be made this evening but contingent upon the code amendment.

Atkinson – would like to talk to the assessor’s office to see how valuate the property and if this is a factor when valuating.

Administrator James – it is a perceived as a conflict of interest to place on City owned property, many municipalities do this, but would refer to the City attorney if the council would like additional clarification.

Jared Zwygart – City Auditor stated that cities received franchise fees from cell phone companies, power, cable, etc. and this would be treated the same way.

Clerk Hedges indicated that the City attorney has not been involved with the CUP application but has reviewed the proposed lease. Typically, they would review the lease unless there were some litigious reasons. The history of the lease, in 2016 the council was proposed with a lease from Horizon towers, the council requested that the lease be reviewed by city attorney. The city attorney reviewed the lease at that time.

Atkinson received a question if the letter from the School Superintendent was reviewed by council. It was included in the packet and those are online for public review at any time.
Administrator James – procedurally should the council decide to continue your decision to a future meeting, to ask for staff or applicant to provide additional information, procedurally you should reopen the public hearing to continue testimony at the next date, so you give the public the ability to respond to any additional information that is provided. Or you can direct staff to advertise a 2nd public hearing. If opened tonight, you do not need to repost the hearing.

Minshall asked if they were ready to decide.

Stayton, made a motion to table AB 17-21 CUP 17-01 to their next regularly scheduled for additional information from staff. Clerk Hedges asked for clarification of what staff need to obtain.

Motion by Stayton, 2nd by Atkinson, to table AB 17-21 CUP 17-01 to the next regular scheduled meeting and direct staff to provide additional information from the assessor’s office in regard to property values for properties that are adjacent or in the vicinity of telecommunication towers and to reopen the public hearing in order to continue to the same meeting date. Roll Call Vote: Davenport (yes), Minshall (no), Atkinson (yes), Stayton (yes). Motion carried.

Reopened Public hearing at 7:44 p.m.

Council will need to make parameters for public comment at the next meeting.

AB 18-22 Request to approve FY17 City of Donnelly Audit – Jared Zwygart
Mr. Zwygart reviewed the Audit with the council.

Motion by Minshall, 2nd by Davenport to approve AB 18-22. Motion carried.

AB 18-23 Introduction of the Land Lease for Horizon Towers
Clerk Hedges presented the lease that was reviewed by the City attorney. When originally presented to council in 2016, Horizon asked for a suggested lease amount. Council had indicated they would like to see between 700-900 per month. Horizon came back with $750 for the first provider and $250 for each after that. Clerk stated that the council can change that if they wanted it was still up for negotiation and a decision did not need to be made unless the CUP application was approved.

Motion by Davenport, 2nd by Stayton, to table discussion until next meeting. Motion carried.

AB 18-24 Treasurers Report – December 2017
Clerk Hedges presented the treasurers report for December 2017.

Motion by Stayton, 2nd by Minshall, to approve AB 18-24 Treasurers Report for December 2017. Motion carried.

Staff Reports:
Clerk Hedges – included in packet, two of the past due water accounts had not paid and will be noticed to be turned off in the next day if payment is not received. LOT tax is up 17.7% YTD from last year. Shop heater pump was replaced and is working at this time. A new propane furnace would be about $3900 which does not include the propane tank. We will be getting in touch with a company to get the cost of the installation and then will present proposal to council. Ken has noticed that the roads are deteriorating, and grading is no longer working. The roads will need to be rebuilt or built up soon. If we are looking at a more permanent solution would need to make sure that the water valves are brought to grade. There is a leak on State Street, so we are limping along until Spring to be able to do more investigating. Bruce indicated that he will be returning at the end of February. Grant is moving
forward, special workshop next Monday. Am obtaining information for a community enter policy for physical activities that want to rent the facility. ICRMP is assisting putting something together. I will present this to council in the next few months.

Davenport asked Clerk to look into the possibility of someone living in a camper on Halferty Street.

Motion by Davenport, 2nd by Stayton to adjourn until the next scheduled meeting. Motion carried.

Adjourn at 8:40 p.m.

Approved:
MINUTES

Meeting called to order by Councilman Stayton at 6:00 p.m.

Roll Call: Councilor Davenport, Councilor Atkinson, and Councilor Stayton were present. Clerk Hedges, P&Z Commissioners Tyler and Dorris were also present. Mayor Koch and Councilor Minshall were absent.

Visitors in attendance: Mike Woodworth with Mountain Waterworks, Angela Edwards with Clearwater Economic Development Association (CEDA-grant administrator), Scott Clingan, Eric Engberg.

City Water Improvement Project Workshop / Update

Mike Woodworth with Mountain Waterworks presented an update of the project status. Bids were going out for the well portion of the project within the week and will be presented to council at the next City Council meeting. The new well is proposed to get 450g / minute, the current well is at 350g / min. There is proposed backup power at the well head and pump station. This part of the project will go out for bid in April or May to be completed this year. The main water lines will go for bid in May. If the price comes back to high they would recommend rejecting the bids and going back out for bid in September for construction in the Spring. The new well pump house will be a shed like structure of 14 x 16 in size with a single slope pitch. Will provide specifics and designs for council to approve at a later date.

Motion by Stayton, 2nd by Davenport to adjourn until the next regularly scheduled meeting

Adjourn at 6:47 p.m.

Approved:
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- **IDAHO SIT**: 276.00
- **MEDICARE**: 81.85
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- **UNEMPL. INSUR.**: 0.00
- **VISION**: 0.00
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**Total Payroll Expense (Gross Pay + Employer Contributions)**: 7,631.02

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# Payroll Summary for Payrolls from 02/05/18 to 02/05/18

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- **PERSI**: 81.48
- **PERSI CHOICE 40**: 250.00
- **PERSI-2**: 33.44
- **SOCIAL SECURITY**: 99.20
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- **STERLING SAVING**: 342.64
- **US BANK**: 438.36
- **FIT/SIT BASE**: 1,235.08
- **MEDICARE BASE**: 1,600.00
- **PERS BASE**: 1,600.00
- **SOC SEC BASE**: 1,600.00
- **WC BASE**: 1,600.00

| Total | 304.88 |

Total Payroll Expense (Gross Pay + Employer Contributions): **1,904.88**

## Check Summary

- Payroll Checks Prev. Out.: **$2,322.00**
- Payroll Checks Issued: **$0.00**
- Payroll Checks Redeemed: **$0.00**
- Payroll Checks Outstanding: **$2,322.00**
- Electronic Checks: **$1,585.08**

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Total Ded.: **867.20**

| Carried Forward | 1879.24 | 547.40 | 2199.04 |

**** Carried Forward column only correct if report run for current period.****
### Payroll Summary For Payrolls from 02/15/18 to 02/15/18

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Total: 1,677.06

Total Payroll Expense (Gross Pay + Employer Contributions): 7,383.06

#### Check Summary

- Payroll Checks Prev. Out.: $2,322.00
- Payroll Checks Issued: $0.00
- Payroll Checks Redeemed: $0.00
- Payroll Checks Outstanding: $2,322.00
- Electronic Checks: $5,139.91

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DONNELLY CITY COUNCIL
AGENDA BILL
Number AB 18-21
Meeting Date 02/26/18

AGENDA ITEM INFORMATION

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<td>Request to Approve CUP 17-01 Horizon Towers Cell Tower Application</td>
<td>Mayor / Council</td>
<td>Clerk/Treasurer</td>
<td>Public Works</td>
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</table>

COST IMPACT:
FUNDING SOURCE:
TIMELINE:

SUMMARY STATEMENT:
Horizon Towers has submitted an Conditional Use Permit application which calls for the installation of a 85-ft mono-pine wireless cell tower on City of Donnelly owned property.

At its December 4, 2017 regularly scheduled meeting, the Donnelly Planning & Zoning Commission recommended the Conditional Use Permit (CUP 17-01) for approval to City Council.

Attached is the Staff Report, land use application and plans and excerpts from the November 6 and December 4, 2017 Donnelly Planning and Zoning Commission meeting minutes.

****NEW STAFF REPORT FROM P&Z ADMINISTRATOR WITH ADDITIONAL INFORMATION THAT WAS REQUESTED FROM STAFF****

RECOMMENDED ACTION:

1. Hold a public hearing
2. Approve CUP 17-01 as recommended by the Donnelly Planning & Zoning Commission and authorize the Mayor to sign all necessary documents.

RECORD OF COUNCIL ACTION

<table>
<thead>
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<th>MEETING DATE</th>
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<tbody>
<tr>
<td>1/22/18</td>
<td>Public hearing was reopened and continued until Feb 26, 2018 for additional information from staff.</td>
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Applicant: Horizon Towers  
117 Town and Country Dr., Suite A  
Danville, CA 94526

Property Owner: City of Donnelly

Property Location: Amd. Tax No. 52, situate in SE1/4, SW1/4, Section 10, T. 16 N., R3E., City of Donnelly, Valley County, Idaho.

Application: Conditional Use Permit (CUP)

Zoning: Light Industrial (LI)

Procedural History: At its January 22, 2018 regularly scheduled meeting, the Donnelly City Council heard applicant and staff presentations of the project, opened the public hearing, received public testimony, then continued the public hearing to the February 26, 2018 meeting in order to receive additional information regarding project impacts to nearby property values (see Property Values below). The public hearing remained open for written comment. At its regularly scheduled meeting on December 4, 2017, Donnelly Planning and Zoning Commission recommended the Conditional Use Permit to City Council for approval subject to the Conditions of Approval listed below.

Property Values:

1. Assessed Value: Proximity to wireless communications towers is not directly considered by the Valley County Assessor when determining value of properties for tax assessment purposes, and no impact to property values in proximity to cell towers has been noted to date by the Valley County Assessor’s office (email correspondence).

2. Market Value: The sales value of a property is impacted by the perception of the buyer pool and whether the buyer views the proximity to a cell tower as a benefit or liability. For example, an article by National Real Estate Investor (http://www.reionline.com/office/growing-impact-wireless-accessibility-property-values) states that good cellular and wireless data access can positively impact property value. While, on the other hand, an article by REALOR Mag (http://realtormag.realtor.org/daily-news/2014/07/25/cell-towers-antennas-problematic-for-buyers) states that “94 percent of home buyers and renters surveyed by the National Institute for Science, Law & Public Policy (NISLAPP) say they are less interested and would pay less for a property located near a cell tower or antenna.”

Code Discussion:

1. The proposed freestanding wireless communications tower is not permitted within the underlying LI -Light Industrial Zone (DCC 18.70.030.C) of the proposed site. However, a code amendment to allow freestanding towers within this zone has been recommended.
for approval by the Planning and Zoning Commission to City Council. Approval of this CUP should be contingent upon Council’s adoption of this zoning code amendment.

2. The Federal Telecommunications Act of 1996 does not give local communities the authority to deny a communications tower on the sole basis of health concerns. Section 704 of the Act states “No State or local government or instrumentality thereof may regulate the placement, construction, and modification of personal wireless facility on the basis of the environmental effects of radio frequency emissions to the extent that such facilities comply with the [federal – FCC] regulations concerning such emissions.” The section then goes on to define “personal wireless services” to include commercial mobile services.

**Project Summary:** The proposed project as illustrated in the submitted updated plan set dated November 21, 2017, includes the following:

A. Install a wireless communications tower of “monopine” design that will accommodate antenna for up to three wireless providers and resemble a pine tree. The upper-most antenna array is proposed to be installed at 85 feet in height. The monopine branches will extend above the antenna array creating a total unknown height. The applicant proposes to utilize foliage “socks” on the antenna array to camouflage the antenna within the monopine. The monopole will be clad with an exterior bark simulated surface for the first 20 feet in height, then painted a brown color above. The first “branches” of the monopine will begin at 20 feet and extend upward. The density of these “branches” per vertical foot is unclear. The diameter of the pole structure tapers from 36 inches at the base to no greater than 28 inches at the top of the monopine.

B. Placement of a 11 ft. 7 in. by 22 ft. 1 in. equipment base (“skid”) on which equipment and power cabinets will be mounted. Also mounted on the equipment skid will be a 20 Kw back up power generator to be used in the event of a power outage. It is unclear how often the generators will be tested. Sites are indicated for siting of equipment bases and generators for up to two other co-located service providers.

C. Underground power is proposed to be extended from the City well site to the lease area.

D. Construction of a chain link fence around the perimeter of the 50 ft. by 50 ft. lease area. Site obscuring slats will be installed within the chain link fencing.

E. Construction of a 12 ft. wide graveled access drive within a 15 ft. wide access easement beginning at the westerly terminus of State Street and extending north to the proposed lease site. A turn around area is proposed at the project site. The access will be maintained in the winter months by the applicant. A snow storage area is indicated to the west of the lease area.

**Findings and Conclusions:**

1. The applicant has submitted a Conditional Use Permit application in accordance with the application requirements of Donnelly City Code (DCC 18.110).

2. DCC 18.10.020 defines a Freestanding Tower as “a tower standing without external supports.”
3. DCC 18.105 permits wireless telecommunications facilities within “districts” where they are permitted by conditional use.

4. The proposed freestanding wireless communications tower is currently not permitted within the LI-Light Industrial Zone (DCC 18.70.030.C). However, a code amendment to allow freestanding towers within this zone is being concurrently considered by City Council.

5. The January 22, 2018 public hearing was properly noticed in accordance with DCC 18.125.

6. Compliance with the Conditional Use Permit Criteria (18.110.040) is as follows:

A. Will, in fact, constitute a conditional use as established for the zoning district involved. This condition has not been met. The proposed freestanding wireless communications tower is not permitted within the LI-Light Industrial Zone (DCC 18.70.030.C). However, a code amendment to allow freestanding towers within this zone is being concurrently considered by City Council.

B. Will be harmonious with and in accordance with the general objectives or any specific objective of the comprehensive plan and this title. The Donnelly Comprehensive Plan (2014) states a policy to “Coordinate with utility providers to identify the general siting locations of future facilities and infrastructure to minimize visual impact.” The proposed project is sited appropriately within a City-owned parcel dedicated to city facilities and the proposed monopine design is intended to the minimize visual impact of the proposed telecommunications tower.

C. Will be designed, constructed, operated, and maintained to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity, and that such use will not change the essential character of the same area. The proposed monopine design is intended to minimize visual impact of the telecommunications tower.

D. Will not be hazardous or disturbing to existing or future neighboring uses. Telecommunication towers are regulated by the FCC regarding impacts to health and safety, so consideration of health and safety issues is not within the City’s jurisdiction (see Code Discussion above). However, the proposed back-up generators (up to three at build out) may emit noise, vibration, and pollution and, therefore, should be used only in case of a power outage. Routine testing of the generator(s) should be minimized and should only occur at times and for durations as to minimize impacts to neighboring properties.

E. Will be served adequately by essential public facilities and services such as highways, streets, police and fire protection, and drainage structures. Agencies responsible for the establishment of the proposed use shall be able to provide adequately any such service. The proposed project will be adequately serviced by public facilities. However, the site is shared by the Fire Department, so concurrence from the Fire Department that no conflicts with fire services operations will result from the project should be obtained prior to finalization of any permitting. Preliminary drainage plans have been submitted. These plans should be approved by the City Engineer prior to permitting. The updated site plan indicates a snow storage area to the west of the proposed lease and turn-around areas.

F. Will not create excessive additional requirements at public cost for public facilities and services. The project is not anticipated to create any additional need for public facilities and services. The proposed location is within City-owned property and, therefore, the terms of a
lease agreement with adequate lease payment terms should be executed prior to finalization of any permitting for the proposed project.

G. Will not involve uses, activities, processes, materials, equipment, or conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, dust, odors, vibration, water or air pollution, or safety hazards. Telecommunication towers are regulated by the FCC regarding impacts to health and safety, so these issues are not within the City’s jurisdiction (see Code Discussion above). However, the proposed back-up generators (up to three at build out) may emit noise, vibration, and pollution and, therefore, should be used only in case of a power outage. Routine testing of the generator(s) should be minimized and should only occur at times and for durations that minimize impacts to neighboring properties.

H. Will have vehicular approaches to the property which shall be designed so as not to create an interference with traffic on surrounding public thoroughfares. The proposed drive access does not create interference with public thoroughfares. However, the site is shared by the Fire Department, so concurrency from the Fire Department that no conflicts with fire services operations will result from the project should be obtained prior to finalization of any permitting.

I. Will not result in the destruction, loss, or damage of a natural, scenic, or historic feature. The proposed project will not result in the loss, damage or destruction of any historic features. Although located more than 500 feet from the Payette River National Scenic Byway, the proposed telecommunications tower will be visible from the scenic byway and neighboring residential properties.

7. Compliance with the applicable General Development Standards General Requirements (DCR 18.30) is as follows:

   Fire hazards: The project does not include storage or distribution of flammable materials.

   Radioactivity or Electrical Disturbances: Telecommunication towers are regulated by the FCC regarding impacts to health and safety, so these issues are not within the City’s jurisdiction (see Code Discussion above).

   Noise: The proposed back-up generators (up to three at build out) may emit noise, vibration, and pollution and, therefore, should be used only in case of a power outage. Routine testing of the generator(s) should be minimized and should only occur at times and for durations as to minimize impacts to neighboring properties.

   Vibration: The proposed back-up generators (up to three at build out) may emit noise, vibration, and pollution and, therefore, should be used only in case of a power outage. Routine testing of the generator(s) should be minimized and should only occur at times and for durations as to minimize impacts to neighboring properties.

   Air and Water Pollution: The proposed back-up generators (up to three at build out) may emit noise, vibration, and pollution and, therefore, should be used only in case of a power outage. Routine testing of the generator(s) should be minimized and should only occur at times and for durations as to minimize impacts to neighboring properties.

   Glare: No direct or reflected glare will be created by the project.
Erosion: The applicant has submitted plans for erosion control during construction. These plans should be reviewed and approved by the City Engineer prior to any permitting for the project.

Objectionable Odors: It is not anticipated that the project will create objectionable odors other than exhaust created during use of the backup power generators.

Drainage: Preliminary drainage plans have been submitted. These plans should be reviewed and approved by the City Engineer prior to final permitting for the project.

Sediment and Erosion Control: The applicant has submitted plans for erosion control during construction. These plans should be reviewed and approved by the City Engineer prior to final permitting for the project.

Infrastructure: Utility plans indicate that underground power will be extended to service the site. No utility easements have been identified.

Landscaping: No landscaping is proposed. However, minimization of the visual impact of the proposed monopine is best accomplished if there are nearby natural evergreens. Therefore, a minimum of two natural pine trees should be planted in close proximity to the monopine site.

Fire Hazard Mitigation: The project does not include vegetation that is prone to fire or heavy vegetative fuels. However, concurrence from the Fire Department that no additional fire mitigation measures are needed should be obtained prior to finalization of any permitting.

Outdoor Lighting: No outdoor lighting is proposed and none should be permitted, except as may be required by the FAA.

Sidewalk, Curb and Gutter and/or Pathways (DCC 18.30.120): This project is not a destination for pedestrians and will not have employees or customers on site daily. Therefore, no pedestrian facilities such as sidewalk or pathways are warranted.

8. Compliance with the application requirements for Wireless Communications Facilities (DCC 18.105.030) is as follows:

1. A statement of compliance with regulations administered and enforced by the Federal Aviation Administration (FAA). This has not yet been provided.

2. Documentation from a licensed engineer showing that the proposed facility will be in compliance with the Federal Communications Commission (FCC) regulations. This has not yet been provided.

3. A report by a licensed structural engineer which describes the tower in height and design. The report shall include a description of the tower’s capacity regarding the number and types of antennas it can accommodate and what precautions the applicant will take to avoid interference with public safety telecommunication. The report must be stamped by a structural engineer. The submitted plans do not appear to be stamped or prepared by a structural engineer. Plans stamped by a structural engineer and an analysis to determine that the communications tower will not interfere with public safety telecommunications should be required prior to consideration of the application by the Donnelly City Council.
4. A letter of intent committing the tower owner and any successors to allow the shared use of the tower, if an additional user agrees in writing to meet reasonable terms and conditions for shared use. This has not been submitted to date.

5. A written analysis demonstrating that the proposed site is the most appropriate site within the immediate area. The analysis shall include but is not limited to the following:

   a. Description of the surrounding area, including topography.

   b. Natural and manmade impediments, if any, that would obstruct adequate cellular telephone transmissions.

   c. Physical site constraints, if any, that would preclude construction of a PWSF at another location.

   d. Technical limitations of the system that limit site options.

   The submitted application includes site plans only for the proposed site on city-owned light industrially zoned property and does not include the analysis described above.

9. Compliance with the criteria for review of Wireless Telecommunications Facilities (DCC 18.105.040) is as follows:

   A. A site drawing of all equipment on existing street poles or buildings is encouraged. No sitting is proposed on street poles or buildings.

   B. Towers and antennas shall be required to blend into the surrounding environment through the use of color and camouflaging architectural treatment, except in instances where the color is dictated by federal or state authorities such as the Federal Aviation Administration (FAA). The proposed monopine is intended to camouflage the proposed communications tower. However, this camouflage approach is successful only if carefully designed regarding branch density, bark simulation, and antenna placement and treatments.

   C. The equipment shall not cause interference with any public service or emergency telecommunication.

       1. No part of any antenna, disk, array, or other such attached item shall overhang a right-of-way or property line. The proposed monopine and antenna do not overhang a right-of-way or property line.

       2. Lighting of, or on, the tower is prohibited unless required by the Federal Aviation Administration (FAA). No lighting is proposed.

   D. Towers must be designed to allow for future rearrangement of antennas upon the tower and to accept antennas mounted at varying heights. The proposed tower will accommodate up to three antenna arrays at varying heights with a maximum antenna installation height of 85 feet.

   E. Personal wireless facility towers shall be of a monopole design unless a determination is made that an alternative design would better blend into the surrounding environment. The proposed facility tower if of a monopole design.
F. Every tower affixed to the ground shall be protected to discourage climbing of the tower by unauthorized persons. The climbing pegs within the bottom 20 feet of the tower shall be removed and shall only be used when the tower is being serviced. The site is proposed to be fenced with slatted chainlink and security wire to discourage trespass into the site. Additionally, the monopine design does not propose climbing pegs.

G. Metal towers shall be constructed of, or treated with, corrosive-resistant material. The monopine will be painted to simulate bark color.

H. Wood poles shall be impregnated with rot-resistant substances. The proposed monopine is not constructed of wood.

I. Towers shall be constructed to the Telecommunications Industry Association/Electronic Industries Association (TIA/EIA) 222 revision F standards entitled “Structural Standards for Steel Antenna Supporting Structures” or as hereinafter may be amended. No information has been provided to demonstrate compliance with this provision.

J. Freestanding towers shall be located a minimum of one foot for each 10 feet of height from all property lines (the fall zone). No storage or structures other than the accessory utility buildings are permitted in the fall zone, except as may be specifically permitted through the conditional use process. The center of the proposed monopine tower is located approximately 31 feet from the westerly property line, approximately 47 feet from the northerly property line, and in excess of 100 feet from any other property lines. It appears that the storage structure on the adjacent private property to the west is less than 100 feet from the proposed tower.

K. Towers shall not be located between a principal structure and a public street. The proposed tower is not located between a principal structure and a public street.

L. No antenna or tower shall have affixed or attached to it in any way, except during time of repair or installation, any stationary lights, strobe lights, reflectors, flashers, or other illuminating device, except as specifically required by the Federal Aviation Administration, Federal Communications Commission, or other federal or state authority. No outdoor lights are proposed.

M. When incorporated into the approved design of the tower, light fixtures used to illuminate ball fields, parking lots, or similar areas may be attached to the tower. No outdoor light fixtures are proposed.

N. The use of any portion of a tower for signs, other than warning or equipment information signs, is prohibited. No signage is proposed.

O. No tower shall have constructed thereon, or attached thereto, in any way, any platform, catwalk, crow’s nest, or like structure, except during periods of construction or repair. No platforms, crow’s nests, catwalks or like structures are proposed.

10. Compliance with the applicable Parking and Loading standards (DCC 18.90) is as follows:

Location of Parking: The proposed turn around area near the exterior fence line will accommodate parking of one service vehicle.

Loading Space: No loading spaces are proposed.
Maintenance: The terms of the lease agreement with the property owner (City) should include provisions requiring maintenance of the access and parking area by the lessee.

Surfacing and Construction: The parking and drive areas are proposed to be surfaced with gravel.

Drainage: Preliminary drainage plans have been submitted. Final drainage plans should be approved by the City Engineer prior to final permitting of the telecommunications tower.

Lighting: No outdoor lighting is proposed.

Access: The parking area and access is designed so that vehicles entering or exiting the property are traveling in a forward motion.

Screening and Landscaping: The parking area does not contain more than two parking spaces, therefore landscape screening of the parking area is not required.

Snow storage: A snow storage area is proposed to the west of the turn-around and lease areas.

Wheel blocks: The parking area does not extend to a property line, therefore wheel blocks are not required.

Minimum Distance Setbacks: The parking area is not located immediately adjacent to a dwelling unit, school, or hospital.

Parking Space Requirements (DCC18.90.030): One parking space is required and one has been provided.

Required Disability Parking (DCC 18.90.050): No public access is permitted at the communications tower site, therefore no ADA parking spaces are required.

Parking Facility Dimensions (DCC 18.90.060): The proposed parking/turn around area is of sufficient size.

11. Compliance with Fences and Signs (DCC 18.95) is as follows:

Fences: The proposed fence is a chainlink fence with slats and 6 ft. in height with security wire on top. This meets the requirements for fencing within industrial areas.

Signs: No signs are proposed.

Recommended Conditions:

1. Prior to issuance of a building permit, the applicant shall provide grading and drainage plans and report, prepared by a registered professional engineer, for review and approval by the City Engineer (DCC 5.2.1).

2. Prior to issuance of a building permit, the applicant shall submit final plans for erosion control and dust abatement during construction for review and approval by the City Engineer (DCC 5.1.g).
3. Prior to issuance of a building permit, the applicant shall provide access and construction plans for review and approval by the City Engineer and Public Works Director.

4. Prior to issuance of a building permit, the applicant shall obtain approval of the site plan, drive access, and fire suppression plans from the Donnelly Fire District.

5. The monopole and upper most antenna array shall not exceed 85 feet in height. Camouflaging monopine branches may extend higher as needed to create a naturally tapering tree appearance.

6. The monopine branches shall have a density of not less than three branches for each one vertical foot of pole.

7. The monopine branches shall begin at no greater than 20 feet above finished grade and continue to the top of the pole.

8. All branches shall be arranged in a natural order with the widest branches at the lowest portion of the monopine tapering to the shortest branches at the top of the monopine.

9. Antennas shall be mounted within the foliage of the monopine and all branches at the height of the antennas shall extend beyond the panels and mounting hardware;

10. All antennas shall have camouflaged foliage covers with needles and branches to provide maximum camouflage.

11. A minimum of two pine trees shall be planted near the site. Each pine tree shall be a minimum height of 20 feet at the time of planting and must be of a species that will grow to a minimum height of 50 feet. These trees shall be maintained in a state of good health at all times. A landscaping plan shall be submitted by the applicant and approved by staff prior to issuance of a building permit.

12. Maintenance or testing that requires startup of the backup generator(s) on site shall occur only during weekdays between the hours of 9:00 a.m. and 5:00 p.m. and occur not more than once per month.

13. The facility shall not be operated until all conditions of approval have been met and all required building permits have received final inspection.

14. Conditional Use Permit approval shall be contingent upon the execution of a mutually agreeable lease agreement between the applicant and the property owner. The lease area shall include areas to be used for snow storage.

15. Conditional Use Permit approval shall be contingent upon the approval by the City Council of an amendment to Donnelly City Code allowing free standing towers within the Light Industrial zone.
I support the addition of a Verizon cell phone tower in Donnelly. 
Sent from my iPad
My husband and I are both for the cell tower being built. We live south of Donnelly in the Wagon Wheel subdivision. We definitely need better cell coverage in the Valley.

Cindy & Jon Schroeder
161 Wildwood Dr
Donnelly
Kathy Sue Fritschle
86 Barker Lane
Box 97
Donnelly, Id 83615

January 23, 2018

This letter is in support of the Cell Tower to be placed in Donnelly. If not acceptable there I would gladly have it put on my property. The micro wave, computer or cell phones that are in most homes are more dangerous than the cell tower would be.

I really do not appreciate the people who do not even live in Donnelly who are opposed to it.

For the economy of the area it is best we have better cell phone service. Those who work from home or even those who are visiting need to stay in touch with their businesses or jobs.

Kathy Sue Fritschle

[Signature]
Cathy,

I have owned my home in Donnelly since 1992 and want to endorse the installation of a cell tower in Donnelly to improve the general cell service in the area. The improved service will be very welcome.

Thank you,
Carl
I am in favor of the Donnelly Cell Tower as it would provide better service and fewer dead spaces which will improve emergency communication for the entire valley. This will definitely improve health care access and reduce risk. Plus, it would personally be great to have better service up there.

--

Jill Shelton Wagers
Hello City Council members,

I was not in town on Jan. 22nd, 2018 to voice my opinion on the cell tower in Donnelly, but I'd like to let you know that I am in favor of the new tower!

Sincerely,
Adalaide Fredriksen
12723 Hereford Road
Donnelly, Idaho 83615
To City of Donnelly

Cheq and I support the cell phone tower to be installed in Donnelly.

Jodi Nelson-Stein
Mayor

RECEIVED
FEB 5 2018
By:
Cami, I am out of the country, please enter this e mail as communication at the next meeting for the cell tower. I researched the web and did not find any evidence that says these towers cause health issues, including the American Cancer Institute. Almost everyone has and uses a cell phone and ignores those unproven scare tactics. Walking across main street in Donnelly is most arguably more dangerous. What if we had a major emergency and no communication? I am both a resident of Donnelly and a business person. The last 2 summers our cell phone and internet connections were terrible. If we want our area to grow and business to prosper we need to get with it and out of the dark ages. Yes, there are those against growth, but it is inevitable, lets attract some educated, professional people to our area.

Carol Amburgy

Sent from Mail for Windows 10
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

I am writing to express my support for the proposed cell tower in Donnelly. Our cell service is spotty at best and impossible on busy weekends. In the case of emergencies, getting a cell phone signal is vital.

Additionally, having more service providers in our area will improve visitors experience and may reduce costs due to competition.

There will be cell towers near Donnelly in the future. With the tower located within the city limits, we have input into the design, height, landscaping and operational issues. Outside the city limits, we will have little to no input.

As a city, we have multiple pages of code referencing cell towers. Obviously, the city has been preparing to have these towers within the city limits.

As our society becomes more technologically dependent, we will need better service capacity for our residents and visitors.

NAME

Bred Backus Property Owner

PHYSICAL ADDRESS

240 E. State St. Donnelly
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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Travis Ryle
NAME

Everette L. N. Donnelly, ID 87615 #202
PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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Jeff Schulte
NAME

263 N. Main St, Donnelly

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Jackie Valentine

NAME

260 East Jordan

PHYSICAL ADDRESS

Resident
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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THOMAS FRANCIS
NAME

MAIN ST. DONELLY PA
PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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NAME

[Signature]

PHYSICAL ADDRESS

[Address]

Business Owner
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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NAME

PHYSICAL ADDRESS

Resident Property Owner
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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Valerie Harris

NAME

246 Halal Loadonely 83615

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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NAME

1927 Dope Tree Road

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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\[Signature\]  

NAME: Farris Charbonneau  

PHYSICAL ADDRESS: 8042 West Mt. Road, Donnelly, ID
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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NAME

1779 Pine Lake Road Road Cassadaga

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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William Crane

NAME

45 Mesalane, Donnelly, ID

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Kathleen Crane
NAME

45 Mesa Lane Donnelly
PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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Thomas & Dallas Turner

NAME

219 Lee Way, Donnelly, ID

PHYSICAL ADDRESS

83615
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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NAME

[Signature]

473 Pagette # A Donnelly

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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NAME

12345 Sandy Dr. Donnelly

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Donnelly Mayor and Councilpersons

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Larry Dolsby

NAME

13627 Morris Ranch Rd

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Patrick E. Hughes / Bingo Hughes
NAME

162 Platt Place Donnelly, ID
PHYSICAL ADDRESS

If they don't want to put it in town, they can put it in my yard! [Signature]
Donnelly Mayor and Councilpersons

Re: Proposed cell tower in Donnelly

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Scottie & Jackson Cooper

NAME

59 Windsong Way, Donnelly 83615

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Christy Loomis
NAME

387 Gold Fork Rd, Donnelly
PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Alicia Bateman
NAME

13767 Norwood Road Donnelly, ID
PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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NAME

2534 East Roseberry, Donnelly, ID

PHYSICAL ADDRESS
Donnelly Mayor and Councilpersons

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Lisa Roberts

NAME

12911 Dawn Dr, Donnelly ID 83615

PHYSICAL ADDRESS
REQUEST TO APPROVE ORDINANCE 237 AMENDING THE
DONNELLY CITY CODE SECTION 18.70.030.C TO ALLOW
FREE-STANDING TELECOMMUNICATION TOWERS AS A
CONDITIONAL PERMITTED USE WITHIN THE LIGHT
INDUSTRIAL ZONE

COST IMPACT: N/A

FUNDING SOURCE:

TIMELINE:

SUMMARY STATEMENT:
At its December 4, 2017 regularly scheduled meeting, the Donnelly Planning & Zoning Commission recommended the Amendment to the Donnelly City Code Section 18.70.030.C for approval to City Council.

Attached is the proposed Ordinance amending the Light Industrial District to allow freestanding towers in accordance with Chapter 18.105.

RECOMMENDED ACTION:
1. Hold a public hearing
2. Adopt Ordinance 237 as recommended by the Donnelly Planning & Zoning Commission

RECORD OF COUNCIL ACTION

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1/22/18</td>
<td>Tabled until February meeting.</td>
</tr>
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</table>
ORDINANCE NO. 237

AN ORDINANCE AMENDING THE ZONING ORDINANCE FOR THE CITY OF DONNELLY, IDAHO TO REMOVE PROHIBITION OF FREESTANDING TOWERS AND THEREBY ALLOWING FREESTANDING TOWERS AS A CONDITION USE WITHIN THE LIGHT INDUSTRIAL ZONED PROPERTIES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DONNELLY, IDAHO:

Section 1. AMENDMENTS. The City of Donnelly hereby amends Donnelly Zoning Ordinance 230, adopted on February 22, 2016, with reference to Section numbers as follows:

Light Industrial District (LI)
Section 18.70.030 Conditional Uses.
   a. Veterinary clinics and animal hospitals
   b. Indoor recreational facilities primarily for instruction.
   c. Personal Wireless Service Facilities or Wireless Communication Facilities, excluding freestanding towers, in accordance with Chapter 18.105 DCC (freestanding towers are prohibited).
   d. Temporary structures.

Section 2. SEVERABILITY. If any one or more of the sections of this Ordinance or the application thereof shall be held by a Court of competent jurisdiction to be invalid, the remaining section of the Ordinance shall not be affected.

Section 3. EFFECTIVE DATES. This Ordinance shall be in full force and effect after its passage, approval and publication.

PASSED AND APPROVED this ________ day of ___________ 2018.

CITY OF DONNELLY, VALLEY COUNTY, IDAHO

______________________________________________
Brian Koch, Mayor

ATTEST:

______________________________________________
Cami Hedges, City Clerk Treasurer
**AGENDA ITEM INFORMATION**

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Department Approvals</th>
<th>Initials</th>
<th>Originator or Supporter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Introduction of Land Lease Proposal from Horizon Towers</strong></td>
<td>Mayor / Council</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk/Treasurer</td>
<td></td>
<td>Cami</td>
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<td></td>
<td>Public Works</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| COST IMPACT: | |
| FUNDING SOURCE: | General |
| TIMELINE: | |

**SUMMARY STATEMENT:**

Horizon towers presented a draft lease for review from Mayor and City Council.

2/26/18 – Additional information received from Leasing agent.

**RECOMMENDED ACTION:**

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**RECORD OF COUNCIL ACTION**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/22/2018</td>
<td>Tabled until next meeting</td>
</tr>
</tbody>
</table>
LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the City of Donnelly, having a mailing address of PO Box 725, Donnelly ID 83615 (hereinafter referred to as "Landlord") and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, having a mailing address of 117 Town & Country Drive, Suite A, Danville, CA 94526 (hereinafter referred to as "Tenant").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at (North Corbett (street address to be determined), City of Donnelly, in the County of Valley, State of Idaho (collectively, the "Property")). Tenant desires to use a [fifty foot by fifty foot leased area] portion of the Property in connection with its intention to build a tower structure, provide antenna locations and sublease ground space to federally licensed communications businesses. Landlord desires to grant to Tenant the right to use a portion of the Property ("Premises") in accordance with this Agreement.

The parties agree as follows:

1. PERMITTED USE. Tenant may use the Premises for the construction of a tower structure that will provide antenna locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include any suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "Communication Facility"), as well as the right to test, survey and review title on the Property; Tenant or its Subtenants further have the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord (collectively, the "Permitted Use"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on Exhibit 1 will not be deemed to limit Tenant’s Permitted Use. If Exhibit 1 includes drawings of the initial installation of the Communication Facility, Landlord’s execution of this Agreement will signify Landlord’s approval of Exhibit 1. Tenant or its Subtenants shall have the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant’s or Subtenants use ("Tenant Changes"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant or its Subtenants shall have the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant or its Subtenants will be allowed to make such alterations to the Property in order to accomplish Tenant’s Changes or to insure that Tenant’s or Subtenants’ Communication Facility complies with all applicable federal, state or local laws, rules or regulations.
2. **TERM.**
   (a) The initial lease term will be five (5) years ("Initial Term"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.
   (b) This Agreement will automatically renew for six (6) additional five (5) year term(s) (each five (5) year term shall be defined as the "Extension Term"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant’s intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.
   (c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "Holdover Term"), subject to the terms and conditions of this Agreement.
   (d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("Term").

3. **RENT.**
   (a) Commencing on the date that Tenant commences construction (the "Commencement Date"), Tenant will pay the Landlord a monthly rental payment of Seven Hundred Fifty Dollars ($750.00) ("Rent"), including the first provider tenant and an additional Two Hundred Fifty ($250.00) for each subsequent provider tenant at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date.
   (b) In year one (1) of each Extension Term, the monthly Rent will increase by ten (10 %) over the Rent paid during the previous Term.

4. **APPROVALS.**
   (a) Landlord agrees that Tenant’s ability to use the Premises is contingent upon the suitability of the Premises for Tenant’s Permitted Use and Tenant’s ability to obtain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant’s Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.
   (b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant’s choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.
   (c) Tenant may also perform and obtain, at Tenant’s sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant’s use of the Premises will be compatible with Tenant’s engineering specifications, system, design, operations or Government Approvals.

5. **TERMINATION.** This Agreement may be terminated, without penalty or further liability, as follows:
   (a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 14 Default and Right to Cure of this Agreement after the applicable cure periods;
   (b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now
and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; or

(c) by Tenant on sixty (60) days prior written notice for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 4(b) Approvals, 5(a) Termination, 7 Interference, 10(d) Environmental, 17 Severability, 18 Condemnation or 19 Casualty of this Agreement.

6. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) “All Risk” property insurance for its property’s replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of $2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers’ Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant’s commercial general liability insurance also applies to Landlord as an additional insured, but only with respect to Landlord’s liability arising out of its interest in the Property.

7. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its or its Subtenants use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant’s Communication Facility, including its Tower Structure. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns or Subtenants from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord’s breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

8. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys’ fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant’s breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord will not grant or convey after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way affect, interfere or compete with Tenant’s Communication Facility or Tenant’s purpose or intent, including its Tower Structure. Landlord will notify Tenant in writing prior to granting any third party the right to install and
operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns or Subtenants from installing and modifying its communications equipment.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

9. **WARRANTIES.**

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

10. **ENVIRONMENTAL.**

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect. Landlord agrees to hold harmless and indemnify the Tenant from, and to assume all duties, responsibilities and liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property, except to the extent that any such environmental or other conditions are caused by the Tenant.

(c) The indemnifications of this Paragraph 10 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 10 Environmental will survive the expiration or termination of this Agreement.
(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant’s sole determination, renders the condition of the Premises or Property unsuitable for Tenant’s use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

11. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, Subtenants and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access. Upon Tenant’s request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

12. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant or its Subtenants will be and remain Tenant’s or its Subtenants personal property and, at Tenant’s or its Subtenants option, may be removed by Tenant or its Subtenants at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant or its Subtenants will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant or its Subtenants on the Premises will be and remain the property of the Tenant and its Subtenants and may be removed by Tenant or its Subtenants at any time during the Term. Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations, underground utilities, or any part of the Communication Facility.

13. **MAINTENANCE/UTILITIES.**
   
   (a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

   (b) Tenant will be responsible for paying on a monthly or quarterly basis if necessary, all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.
14. **DEFAULT AND RIGHT TO CURE.**
   (a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant’s failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

   (b) The following will be deemed a default by Landlord and a breach of this Agreement. Landlord’s failure to perform any term, condition or breach of any warranty or covenant under this Agreement within forty-five (45) days after receipt of written notice from Tenant specifying the failure, No such failure, however, will be deemed to exist if Landlord has commenced to cure the default within such period and provided such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Landlord. If Landlord remains in default beyond any applicable cure period, Tenant will have the right to exercise any and all rights available to it under law and equity, including the right to cure Landlord’s default and to deduct the costs of such cure from any monies due to Landlord from Tenant.

15. **ASSIGNMENT/SUBLLEASE.** Tenant will have the unrestricted right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without the Landlord’s consent. Upon notification to Landlord of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Additionally, Landlord agrees that Tenant may mortgage, hypothecate or grant a security interest in the Agreement and the Communication Facilities, and may assign the Agreement or any rights therein and the Communication Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively “Mortgagees”), provided such Mortgagees interests in the Agreement are subject to any and all of the terms and provisions of the Agreement. In such event, Landlord shall execute such consent or acknowledgements to leasehold financing as may reasonably be required by Mortgagees. Execution of any Mortgagee required documents shall not be unreasonably withheld, conditioned or delayed.

16. **NOTICES.** All notices, requests, demands and communications hereunder will be given by first class certified or registered mail, return receipt requested, or by a nationally recognized overnight courier, postage prepaid, to be effective when properly sent and received, refused or returned undelivered. Notices will be addressed as follows:

   **If to Tenant:**
   Horizon Tower Limited Partnership-II  
c/o Horizon Tower, LLC, its Operations Partner  
Attn: Lease Administration  
Re: Site # ; Site Name: Donnelly  
117 Town & Country Drive, Suite A  
Danville, CA 94526

   **If to Landlord:**
   City of Donnelly  
PO Box 725  
Donnelly ID 83615
Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant’s reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord’s recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant’s sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

20. **WAIVER OF LANDLORD’S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Tenant’s and its Subtenants Communication Facility or any portion thereof, including the Tower Structure. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant’s and its Subtenants right to remove all or any portion of the Communication Facility from time to time in Tenant’s and its Subtenants sole discretion and without Landlord’s consent.

21. **MISCELLANEOUS.**
   
   (a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.
   
   (b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.
   
   (c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.
   
   (d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.
(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party’s failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party’s performance, and (iii) no more than one month’s Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Ground Lease - First Right of Refusal.** Tenant shall have the First Right of Refusal to purchase this underlying Lease Agreement if a third party makes a written offer of purchase to Landlord. Tenant shall have twenty (20) business days upon receipt of written notice by Landlord to meet any legitimate offer made for the purchase of this Agreement and all rights and interest herein. If Tenant does not respond in writing within said twenty (20) days, then Tenant shall have waived its First Right of Refusal.

(j) **Exclusivity.** The Landlord will not enter into, or permit an affiliate of the Landlord to enter into, a lease, license or other agreement during the term hereof with another party, which agreement permits on the Property or on adjacent property owned, controlled or managed by Landlord or any affiliate of Landlord, the uses permitted herein or similar thereto.

[SIGNATURES APPEAR ON THE NEXT PAGE.]
IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

"LANDLORD"
City of Donnelly

By: ____________________________
Print Name: ______________________
Its: ______________________________
Date: ____________________________

"TENANT"
Horizon Tower Limited Partnership-II, a Kansas limited partnership
By: Horizon Tower, LLC, its Operations Partner

By: ____________________________
Print Name: ______________________
Its: ______________________________
Date: ____________________________
EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated ___________, 201__, by and between City of Donnelly, as Landlord, and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, as Tenant.

The Premises are described and/or depicted as follows:

[INSERT SITE SKETCH]

Notes:
1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property’s boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.
MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]
Return to:
Horizon Tower, LLC
117 Town & Country Drive, Suite A
Danville, CA 94526

Site Name: Donnelly
Site No.: ______

State: Idaho
County: Valley

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ___ day of ____________, 201__, by and between City of Donnelly, a ___________, having a mailing address of PO Box 725, Donnelly ID 83615 (hereinafter referred to as “Landlord”) and Horizon Tower Limited Partnership-I., a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, with an office at 117 Town & Country Drive, Suite A, Danville, CA 94526 (hereinafter referred to as “Tenant”).

1. Landlord and Tenant entered into a certain Lease Agreement (“Agreement”) on the ___ day of ____________, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.

2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with six (6) successive five (5) year options to renew.

3. The portion of the land being leased to Tenant (the “Premises”) is described in Exhibit 1 annexed hereto.

4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.
IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

"LANDLORD"
City of Donnelly

By: ____________________________
Print Name: _____________________
Its: ____________________________
Date: ____________________________

"TENANT"
Horizon Tower Limited Partnership-II, a Kansas Limited Partnership
By: Horizon Tower, LLC, its Operations Partner

By: ____________________________
Print Name: _____________________
Its: ____________________________
Date: ____________________________
LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF ___________________ )
COUNTY OF ___________________ ) ss:

On the _____ day of ____________, 201__, before me personally appeared ____________________________, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )
COUNTY OF CONTRA COSTA ) ss:

On the _____ day of ____________, 201__, before me, ____________________________, Notary Public, personally appeared John Kapulica, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
EXHIBIT 1

DESCRIPTION OF PREMISES

Page ___ of ___

to the Agreement dated _____________ __, 20___, by and between City of Donnelly, as Landlord, and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, as Tenant.

The Premises are described and/or depicted as follows: (See attached drawings)

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property’s boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.
**DONNELLY CITY COUNCIL**  
**AGENDA BILL**

**Number**  
AB 18-25

**Meeting Date**  02/26/18

### AGENDA ITEM INFORMATION

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Department Approvals</th>
<th>Initials</th>
<th>Originator or Supporter</th>
</tr>
</thead>
</table>
| West Mountain Economic Development Council  
Andrew Mentzer | Mayor / Council |          |                         |
|           | Clerk/Treasurer      |          |                         |
|           | Public Works         |          |                         |

### COST IMPACT:

**FUNDING SOURCE:**  NA

**TIMELINE:**

### SUMMARY STATEMENT:

Providing a 2017 Annual Review of the WCMEDC and the 2018 Strategic Plan

### RECOMMENDED ACTION:

### RECORD OF COUNCIL ACTION

<table>
<thead>
<tr>
<th>MEETING DATE</th>
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</tr>
</thead>
<tbody>
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</tbody>
</table>
2017 WCMEDC Annual Review
Posted on December 11, 2017 in Area Economics, Featured

2017 has been a busy year for WCMEDC. We are making some valuable waves in regional economic programming and are achieving our mission, one win at a time:

“Fulfilling our commitment to a dynamic, sustainable regional economy.”

Our top 3 efforts:

1. **Grant writing**—We have secured or will receive in early 2018 the following grant funds and/or programming awards to help us do the work we do. This does NOT include the generous contributions made by our partner organizations (cities, counties, chambers):
   - National Assn. of Realtors Singletrack pathways study grant: $15,000
   - Cascade Chamber grant for Adventure biking marketing: $6,750
   - Idaho Dept. of Commerce EDPPro grant: $27,500
   - Idaho Power Marketing Grant: $1,500
   - Umpqua Bank Community Giving grant: $4,000
   - City of McCall Match for ED Portal program: $5,000
   - Cascade Medical Cluster Labor Micro Grant: $17,900

2. **Programming**—We work closely with the Idaho Department of Labor to promote registered Apprenticeships at the local level, have spearheaded several career and technical education initiatives, are working with other nonprofits on creating more miles of pathways, support the West Central Mountains Housing Trust administratively, host the annual West Central Mountains Economic Summit, provided leadership in the final stages of the America's Best Community contest, perform public relations outreach with local and regional media, assist start-up businesses, and created an economic development and education online portal for our constituents: portal.wcmedc.org

3. **Business outreach**—We engaged 113 businesses in 2017, on topics ranging from state and federal business retention/expansion resources to help with Marketing. Several companies tapped into Small Business Administration trainings on doing business with the Government, soft skills trainings and finding growth grants and financing. Others are looking into leveraging state of Idaho resources for tax incentives and grants, as well as Dept. of Labor Apprenticeship resources for training the workforce. We also work closely with cities and counties to identify and address policy challenges and opportunities.

In 2018, we will drill down on the following topics, to varying extents. Some we’ll execute programming for, others we’ll look for policy solutions or may assist partner organizations with capacity building.

- Broadband
- Pathways
- Workforce development/apprenticeships
- Recreation district
- Regional PR/marketing
- Housing strategy
- Open space levy
- Woody biomass
- Regional hospitality alliance

If you have any questions, comments or suggestions on these or other topics, please don’t hesitate to reach out.

WCMEDC
208.398.3321
admin@wcmedc.org
WCMEDC 2018 Strategy and Work Plan

In 2018, WCMEDC will continue to fulfill its commitment to a dynamic, sustainable regional economy through business retention and expansion efforts, and promote programming from our regional partners:

- Idaho Department of Commerce
- Idaho Department of Labor
- USDA Rural Development
- Small Business Administration
- Small Business Development Center
- The cities of Cascade, Donnelly, McCall, Meadows Valley, and Valley County
- University of Idaho Extension
- And many others...

Additional efforts to recruit high value “good fit” businesses to our region will incorporate existing tools like the Area Sector Analysis Process (ASAP)—a tool for site asset identification and selection—as well as the following community and economic development goals:

1) Broadband—identify potential solutions to broadband and service gaps and facilitation opportunities.
   a) Board Treasurer, Gene Tyler, will research this topic extensively to identify potential solutions and paths forward. These will include a priority list of potential infrastructure improvements and costs. Andrew will assist, as needed, and may participate in identifying some funding structures that may result in an action plan among partners.
   b) Anticipated partners:
      i) Cable One
      ii) Frontier
      iii) State of Idaho
      iv) City of Ammon
      v) Wilderness Wireless
      vi) Hughes Net

2) Pathways—finish regional feasibility study, execute ADV biking marketing plan for Cascade, consolidate water trails resources into a single website.
   a) This objective reflects completion of several efforts that were launched in 2017:
i) Single track feasibility study: IMBA will come to the West Central Mountains in the spring to identify where single track trails can be created within the right-of-way that will connect the cities of Cascade, Donnelly, McCall and the Meadows Valley. After the routes have been flagged, we will need to engage the county to get approvals to build trails and then identify funding and labor partners who can help construct the trails. We have $21,500 locked in for this project.

ii) ADV biking in Cascade: We will work with several media and production partners to create a branding and outreach platform for multi-day adventure bicycling tours based out of Cascade. This will include public relations, wayfinding, maps and web platforms. We have $7,500 locked in for this project.

iii) Water trails web resource consolidation: Consolidate GIS and online resources into a single site with complete resources. Funding TBD

b) Anticipated partners:
   i) Valley County Pathways
   ii) Payette Land Trust
   iii) Scenic Byways Group
   iv) CIMBA
   v) IMBA
   vi) Mountain Central Assn. of Realtors
   vii) Midas Gold
   viii) Valley County
   ix) Cascade Chamber
   x) Chris Joyal
   xi) Michael McKenzie Inc.

3) Workforce Development—continue apprenticeship outreach with Labor, due diligence on training opportunities at the local level, training in high schools.
   a) Identify potential businesses who may be able to benefit from utilizing registered apprenticeships as a training, recruitment and retention tool.
   b) Set up apprenticeships with the US Dept. of Labor and Idaho Dept. of Labor.
   c) Identify opportunities for expanded Career and Technical Education (CTE) training at the local level by leveraging partnerships with CWI, Ed2Go and others.

   d) Work with McCall on a gap analysis to identify missing links between student’s aspirations and workforce needs. Organize regional apprenticeship fair(s) at the high school level.

   e) Anticipated partners:
      i) Summit sign-up individuals
      ii) School Districts/high schools

   iii) Labor
   iv) Commerce
   v) McCall Chamber
   vi) Cascade Chamber
   vii) Donnelly Chamber
   viii) College of Western Idaho
   ix) Boise State

   x) University of Idaho (and Extension)

   xi) Ponderosa Pavilion
   xii) Local industry

4) Recreation District—move ahead with this ballot item in the northern end of the county.
   a) Sherry Maupin will be the lead for this effort. Identify a path forward to obtain necessary signatures, support and outreach. Public input will be critical.

   b) Shore up the organizational structure and participants.

   c) Get this on the ballot and get it passed.
d) Anticipated partners
   i) Summit sign-up individuals
   ii) Valley County
   iii) City of McCall
   iv) City of Donnelly
   v) State of Idaho

5) Marketing – portal digital strategy, Facebook ads budget, PR, linking strategies and get website as a nav/resource on government/chamber sites.
   a) The marketing committee will include Cynda, Blake, Lin and Eric. Objectives include identifying a digital strategy for the website and social media, producing and distributing collateral on a broader level and identifying additional creative marketing, advertising and branding opportunities. A $5,000 budget line item may be requested for these efforts (TBD).
   b) Anticipated partners:
      i) Buddell Creative
      ii) Michael McKenzie Inc.
      iii) Eyespot Creative
      iv) Idaho Power
      v) Umpqua Bank
      vi) City of McCall

6) Housing strategy – Assemble a developer-facing white paper/matrix that shows each community’s, the state’s and the federal housing incentives—with links to the corresponding program.
   a) Will include available properties, incentives available, etc. A matrix will be created that can live on the WCMEDC website. This can be used for developer outreach.
   b) Provide a point of advocacy for developers and the community.
   c) Anticipated Partners:
      i) McCall
      ii) Donnelly
      iii) New Meadows
      iv) Meadows
      v) Cascade
      vi) Valley County
      vii) IHFA
      viii) Housing Trust
      ix) Commerce

7) Woody Biomass policy leadership
   a) Proposal scope and scale to be determined by Valley County and WCMEDC
   b) Allocate time to state and national policy work to create a more favorable narrative that will create a more solvent environment for biomass in Idaho.
   c) Anticipated partners:
      i) Valley County
      ii) State of Idaho
      iii) Sustainable NW
      iv) Firewise
      v) Idaho National Lab
      vi) Idaho Dept. of Lands
      vii) State of Oregon
      viii) US Forest Service
      ix) Forest Collaboratives
      x) Clearwater Economic Development
8) Due diligence on a regional hospitality alliance
   a) Research and due diligence to identify a possible collective for hospitality industry. Cite models in other mountain towns and their utility and benefit.

   b) Determine if this is needed and what utility it could provide.

   c) Anticipated partners:
      i) Jackson Hole
      ii) Ketchum/Sun Valley
      iii) Hotels, restaurants, resorts, etc.
### AGENDA ITEM INFORMATION

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Department Approvals</th>
<th>Initials</th>
<th>Originator or Supporter</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Water System Improvement</strong>&lt;br&gt;<strong>Well Bid</strong>&lt;br&gt;<strong>Request for acceptance</strong></td>
<td>Mayor / Council</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Clerk/Treasurer</td>
<td></td>
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<td></td>
<td>Public Works</td>
<td></td>
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<tr>
<td></td>
<td>Water Engineer</td>
<td></td>
<td>M. Woodworth</td>
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<table>
<thead>
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<th>COST IMPACT:</th>
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<tbody>
<tr>
<td><strong>FUNDING SOURCE:</strong></td>
<td>Water Improvement Grant</td>
</tr>
<tr>
<td><strong>TIMELINE:</strong></td>
<td>April 2018</td>
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### SUMMARY STATEMENT:

Mike Woodworth with Mountain Waterworks sent out a request for bid to three public works well drillers for the Well #5 project. He received two of the three and has recommended the lowest bidder for the project. See attached.

### RECOMMENDED ACTION:

1. Accept well #5 bid proposal and recommendation from Mountain Waterworks.

### RECORD OF COUNCIL ACTION

<table>
<thead>
<tr>
<th>MEETING DATE</th>
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</thead>
<tbody>
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</tr>
</tbody>
</table>
February 15, 2018

City of Donnelly
Mayor Brian Koch
169 Halferty Street
Donnelly, ID 83615

Subject: Municipal Well No. 5 Project

Dear Mayor:

On February 14, 2018, two responsive bids were received from qualified public works contractors to construct the City's Municipal Well No. 5.

Mountain Waterworks has reviewed the bids and Stevens and Sons Well Drilling is the qualified low-bidder in the amount of $124,374. A summary of the bids received is attached to this letter.

Mountain Waterworks reviewed Stevens and Sons' bid package for completeness and all bid requirements were met. Mountain Waterworks recommends that the City accept the bid from Stevens and Sons and move forward with the award process.

Sincerely,

[Signature]
Mike Woodworth, P.E.,
Senior Project Manager

Attached: Final Bid Tally

CC: Carol Garrison, USDA Rural Development Specialist
Angela Edwards-Kuskie, CDBG Grant Administrator
## Bid Tally

**Project:** City of Donnelly Water System Improvements - Well No. 5  
**Owner:** City of Donnelly, Idaho  
**Bid Date:** 2/14/2018  
**Bid Time:** 3:00:00 PM Local

<table>
<thead>
<tr>
<th>ID</th>
<th>Bidder Name</th>
<th>Addenda Acknowledgement</th>
<th>Completed Bid Schedule</th>
<th>Signed Bid Form</th>
<th>Authority to Sign</th>
<th>Bid Bond</th>
<th>Authority to do Business in ID</th>
<th>Total Bid Price</th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Gestrin</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$ 132,261.04</td>
</tr>
<tr>
<td>B</td>
<td>Stevens and Sons</td>
<td>N/A</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>X</td>
<td>$ 124,374.00</td>
</tr>
</tbody>
</table>
CONTRACTOR:
(Name, legal status and address)
Stevens & Sons Well Drilling, Inc.
3709 Hawthorne Drive, Boise, ID 83703

OWNER:
(Name, legal status and address)
City of Donnelly
P.O. Box 725, Donnelly, ID 83615

BOND AMOUNT:
5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)
City of Donnelly Water System Improvements Well No. 5

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of February, 2018

(Witness) Linda Miner

(Witness) Linda Miner

Stevens & Sons Well Drilling, Inc.

By: [Signature] (Principal)

(Titile) Secretary-Treasurer

North American Specialty Insurance Company

By: [Signature] (Surety)

(Titile) Brenda J. Smith, Attorney-in-Fact

This Document conforms to the AIA Document A310™-2010
SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint: Brenda J. Smith

Principal: Stevens & Sons Well Drilling, Inc.

Bond Number: Bid Bond

Obligees: City of Donnelly

Bond Amount: See Bond Form

Bond Description: City of Donnelly Water System Improvements Well No. 5

Its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

FIFTY MILLION ($50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9th of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate related thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”

By

[Signature]

Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

By

[Signature]

Michael A. Ito, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 12th day of October, 2017.

North American Specialty Insurance Company

Washington International Insurance Company

State of Illinois

County of Cook

On this 12th day of October, 2017, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

[Signature]

M. Kenny, Notary Public

1. [Name], the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 13th day of February, 2018.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company
QUOTE

Proposal of Stevens & Sons Well Drilling Inc. (hereinafter called "SOURCE"), organized and existing under the laws of the State of Idaho doing business as a Corporation. (insert "corporation", "partnership", or "individual" as applicable)

to the ____________________________ (hereinafter called "OWNER").

In compliance with your REQUEST FOR QUOTES, SOURCE hereby proposes to perform all WORK for the construction of

__________________________________________________________

City of Pocatello, Idaho

in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this QUOTE, each SOURCE certifies that this QUOTE has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this QUOTE with any other SOURCE or any competitor.

SOURCE hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within ____________ consecutive calendar days thereafter.

SOURCE further agrees to pay as liquidated damages, the sum of $_________ per day for each consecutive calendar day thereafter as provided in Section 14 of the General Conditions.

For convenience the "Compliance Statement & Certification of Non-Segregated Facilities" (Form RD 400-6), "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" (Form AD-
1048), and RD Instruction 1940-Q, Exhibit A-1, "Certification for Contracts, Grants, and Loans" are included as part of this bid form (Note: Lower tier, means lower tier to the owner). By signing the QUOTE the SOURCE represents that they are also signing the below documents, as they apply, depending on the bid amount.

If the bid amount exceeds $10,000, then Compliance Statement (RD 400-6) applies (7.02.A of this part);

If the bid amount exceeds $25,000, then Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048) also applies (7.02.B of this part);

If the bid amount exceeds $100,000, then RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans also applies (7.02.C of this part).

A. Compliance Statement

USDA Form Approved, COMPLIANCE STATEMENT, Form RD 400-6

This statement relates to a proposed contract with {}

Who expects to finance the contract with assistance from the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I ☑ have, ☐ have not, participated in a previous contract or subcontract subject to Executive 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.

2. If I have participated in such a contract or subcontract, I ☑ have, ☐ have not, filed all compliance reports that have been required to file in connection with the contract or subcontract. If the proposed contract is for $50,000 or more and I have 50 or more employees, I also represent that: ☑ N/A

3. I ☐ have, ☑ have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.

4. If I have participated in such a contract or subcontract, I ☐ have, ☑ have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.
I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding $10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e. quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

B. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions

U.S. DEPARTMENT OF AGRICULTURE

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

USDA Form AD-1048
This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510. Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.


(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

SOURCE acknowledges receipt of the following ADDENDA:

NONE

SCHEDULE OF QUANTITIES

SOURCE agrees to perform all the WORK described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

NOTE: Unit prices or lump sum QUOTE shall include sales tax and all other applicable taxes and fees.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Estimated Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
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</thead>
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<td>1</td>
<td>Mobilization and demobilization</td>
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<td>lump sum</td>
<td>$12,500</td>
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<tr>
<td>2</td>
<td>Drill minimum 16-inch diameter exploratory borehole</td>
<td>500</td>
<td>linear foot</td>
<td>$160</td>
<td>$9,280</td>
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<tr>
<td>3</td>
<td>Drill minimum 12-inch diameter exploratory borehole</td>
<td>500</td>
<td>linear foot</td>
<td>$120</td>
<td>$5,280</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and install 12-inch casing and surface seal</td>
<td>500</td>
<td>linear foot</td>
<td>$83</td>
<td>$4,140</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install 8-inch PVC casing</td>
<td>400</td>
<td>linear foot</td>
<td>$43</td>
<td>$17,200</td>
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</table>
Furnish and install 6" inch welded PVC casing
Furnish, install, operate and remove test pumps and related equipment. Test pumping shall be for 24 hours.
Furnish and install sand filter
Furnish and install crossflow formation stabilizer
Furnish and install bentonite 40 psi seal

<table>
<thead>
<tr>
<th>NO.</th>
<th>ITEM</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>AMOUNT</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>9</td>
<td>6&quot; inch welded PVC casing</td>
<td>linear foot</td>
<td>$48</td>
<td>100</td>
<td>$4,800</td>
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<td>Test pumping</td>
<td>lump sum</td>
<td>$8,000</td>
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<tr>
<td>8</td>
<td>Sand filter</td>
<td>linear foot</td>
<td>$32</td>
<td>180</td>
<td>$4,800</td>
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<tr>
<td>9</td>
<td>Crossflow formation stabilizer</td>
<td>linear foot</td>
<td>$28</td>
<td>150</td>
<td>$4,200</td>
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<tr>
<td>10</td>
<td>Bentonite 40 psi seal</td>
<td>linear foot</td>
<td>$32</td>
<td>140</td>
<td>$4,480</td>
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<tr>
<td>11</td>
<td>Big time</td>
<td>hours</td>
<td>$300</td>
<td>5</td>
<td>$1,500</td>
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<tr>
<td></td>
<td><strong>Total of Quote</strong></td>
<td></td>
<td></td>
<td></td>
<td>$124,374</td>
</tr>
</tbody>
</table>

TOTAL OF QUOTE: $124,374

LUMP SUM PRICE (if applicable): $__________

Respectfully submitted:

Signature

President

Address: 3709 N Hawthorne Dr
Boise, ID 83703

Date: 2/14/18
Drillers # 153
License number (if applicable)

SEAL - (if QUOTE is by a corporation)
**AGENDA ITEM INFORMATION**

<table>
<thead>
<tr>
<th>SUBJECT:</th>
<th>Department Approvals</th>
<th>Initials</th>
<th>Originator or Supporter</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lake Shore Rate Change</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Memo of Understanding Draft Discussion</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COST IMPACT:**

**FUNDING SOURCE:** Water Fund

**TIMELINE:** June 1, 2018

**SUMMARY STATEMENT:**

Lake Shore Disposal contract expired in 2013. Previously the CITY used the Valley County Contract with a few amendments. Lake Shore presented a new contract in 2015 and then with their staff changes has now come back to Donnelly and does not feel a contract needs to be placed with the number of services within the CITY. The Site manager, Scott Carnes prested a rate increase to the City, in order to get the service rates to the same as the county contracted rates. Although Lake Shore does not want a contract it has been recommended that a Memo of Understanding stating relationship would be sufficient for the CITY. Attached is a drafted MOU (has not been reviewed by CITY attorney or LAKE SHORE) and the rate increase schedule. There has not been a rate increase for trash since 2003. Drafted MOU will be reviewed by both parties and then sent to CITY attorney for review, for presentaton to council after proper public hearing notice has been accomplished.

**RECOMMENDED ACTION:**

1. Accept proposed rate increase and instruct clerk to post for public hearing at the March meeting.

**RECORD OF COUNCIL ACTION**

<table>
<thead>
<tr>
<th>MEETING DATE</th>
<th>ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>
Dear Cami,

Lake Shore Disposal has looked over the relationship with the City of Donnelly. With the amount of customer’s we are not going to be seeking a contract. However, we need to increase our monthly fee from $8 to be current with the rest of Valley County Lake Shore customer’s current rate $16.22, this includes $1 cart rent per month and tax. Each year there is a CPI increase, of which Lake Shore uses the National percentage. This is how we are going to increase the City of Donnelly:

- June 1, 2018 there will be an increase of $2.74 per month bringing monthly service to $10.74 per customer
- January 1, 2019 an increase of $2.74 per month plus CPI (% rate TBD)
- January 1, 2020 increase of $2.74 per month plus CPI (% rate TBD)

This will bring the City of Donnelly, Id to current rate with the rest of Valley County Idaho.
We will need an accurate count of customer’s, we will deliver new 96 gal. carts to the city to be distributed to the residence. We will also provide extra carts to replace damaged carts to the City of Donnelly.

Please let me know if you have any questions regarding this change.

Scott Carnes
Site Manager
Lake Shore Disposal
Mobile: 208-271-6358

“Safety is not a goal, It’s a priority”
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the “MOU”) is made on ____________________ 2018 by and between CITY OF DONNELLY, of PO BOX 725, DONNELLY, IDAHO 83615 (hereinafter referred to as “CITY”) and LAKE SHORE DISPOSAL, of PO BOX 2350, MCCALL, IDAHO 83638 (hereinafter referred to as “CONTRACTOR”) for the purpose of achieving the various aims and objectives relating to the DONNELLY WEEKLY RESIDENTIAL SOLID WASTE DISPOSAL (the “PROJECT”).

BACKGROUND:

WHEREAS, the CITY requires all occupied businesses and residential properties located in the CITY to have mandatory solid waste pickup service as provided by a solid waste service provider selected by the CITY, per Ordinance 176, 2005,

WHEREAS, the City and Contractor desire to enter into an agreement in which the CITY and CONTRACTOR will work together to complete the Project.

WHEREAS, the CITY and CONTRACTOR are desirous to enter into a MOU between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

ROLES AND RESPONSIBILITIES:

CITY shall be responsible for billing and collection of all regular individual residential accounts. The billing will be done in monthly cycles. City shall pay to Contractor on the last day of each month a sum equal to the amount collected by City on such accounts during the preceding month, less a fee of $0.60 per bill, and less any adjustment made (i.e. for services paid for but not performed),

CITY shall make a reasonable effort to collect all delinquent and unpaid accounts but shall not be responsible for payment of those accounts which cannot with reasonable diligence be collected. Costs reasonable incurred in collecting delinquent or unpaid accounts will be deducted from the payment made by City to Contractor. City shall furnish to Contractor upon request a copy of all utility accounts, payment records and such other records or documents as may be pertinent to the terms of the agreement.

CITY shall hereby increase the monthly Residential Solid Waste Collection, to include cart rental fee, taxes and administrative fee as follows:

<table>
<thead>
<tr>
<th></th>
<th>Current Rate</th>
<th>June 1, 2018</th>
<th>January 1, 2019</th>
<th>January 1, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solid Waste</td>
<td>$8.56</td>
<td>$10.60</td>
<td>$13.14</td>
<td>$15.68</td>
</tr>
<tr>
<td></td>
<td>*plus CIP % tbd</td>
<td>*plus CIP % tbd</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

CONTRACTOR shall be responsible for billing and collection of all commercial accounts. The billing shall be done on a monthly cycle. It shall be the Contractor’s responsibility to collect all unpaid accounts for services performed and to promptly refund or adjust on future bills for services paid for but not performed. The Contractor shall furnish the CITY, upon request, a complete monthly billing record showing customer’s name, address and amount billed.
CONTRACTOR shall be responsible for the billing and collection of any charges to residential accounts in excess of the regular monthly rate.

CONTRACTOR shall provide new 96 gallon to the CITY to distribute to Residents, and provide extra carts to CITY to replace damaged carts.

CONTRACTOR and the CITY shall establish collection routes within the corporate limits of the CITY, and title to waste shall pass to the contractor when placed in its collection vehicles.

IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed by their respective officers as of the _____________ day of ____________, 2018.

CITY OF DONNELLY

BY: __________________________
PRINT NAME: _______________________
TITLE: __________________________

LAKE SHORE DISPOSAL

BY: __________________________
PRINT NAME: _______________________
TITLE: __________________________
Resolution 2018-007 Fair Housing Month Proclamation

Request to adopt Resolution

<table>
<thead>
<tr>
<th>COST IMPACT:</th>
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</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE:</th>
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<tbody>
<tr>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TIMELINE:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SUMMARY STATEMENT:</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2018 marks the 50th anniversary of the passage of Title VIII of the Civil Rights Act of 19668, commonly known as the Federal Fair Housing Act.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECOMMENDED ACTION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Adopt Resolution 2018-007 Fair Housing Month Proclamation</td>
</tr>
<tr>
<td>2. Authorize Mayor to sign Resolution</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECORD OF COUNCIL ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>MEETING DATE</td>
</tr>
<tr>
<td>---------------</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
RESOLUTION 2018-007

FAIR HOUSING MONTH PROCLAMATION

WHEREAS, April 2018 marks the 50th anniversary of the passage of Title VIII of the Civil Rights Act of 1968, commonly known as the Federal Fair Housing Act; and

WHEREAS, the Idaho Human Rights Commission Act has prohibited discrimination in housing since 1969; and

WHEREAS, equal opportunity for all—regardless of race, color, religion, sex, disability, familial status or national origin—is a fundamental goal of our nation, state and city; and

WHEREAS, equal access to housing is an important component of this goal—s fundamental as the right to equal education and employment; and

WHEREAS, housing is a critical component of family and community health and stability and

WHEREAS, housing choice impacts our children’s access to education, our ability to seek and retain employment options, the cultural benefits we enjoy, the extent of our exposure to crime and drugs, and the quality of health care we receive in emergencies; and

WHEREAS, the laws of this nation and our state seek to ensure such equality of choice for all transactions involving housing; and

WHEREAS, ongoing education, outreach and monitoring are key to raising awareness of fair housing principles, practices, rights and responsibilities; and

WHEREAS, only through continued cooperation, commitment and support of all Idahoans can barriers to fair housing be removed;

NOW, THEREFORE, I, Brian Koch, Mayor of the City of Donnelly, do hereby proclaim April 2018 to be

FAIR HOUSING MONTH

In the City of Donnelly, Valley County, Idaho.

PASSED by the City Council this _________ day of ________________, 2018.

______________________________
Brian Koch, Mayor

Attest:

______________________________
Cami Hedges, City Clerk Treasurer
**Statement of Agreement**
**Idaho Unified Certification Program**

**Authorize Mayor to Sign**

**SUMMARY STATEMENT:**

This program was developed and implemented by ITD for the State of Idaho. The City of Donnelly acknowledges the IUPC Agreement is made and entered between Donnelly and ITD. Donnelly recognizes this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho.

**RECOMMENDED ACTION:**

Authorize Mayor to sign the Statement of Agreement recognizing ITD as the agency authorized to manage the Disadvantaged Business Enterprise Program for the State of Idaho.
January 25, 2018

Cami Hedges
PO Box 725
Donnelly, ID 83615-0725

RE: Idaho Unified Certification Program

Dear City Clerk/Treasurer Hedges:

All United State Department of Transportation Recipients in the State of Idaho

Attached for your information is an updated copy of the agreement which established the Idaho Unified Certification Program (UCP). This agreement was originally established by the Idaho Transportation Department (ITD) and approved by the United States Department of Transportation (USDOT) in November of 2002.

As required by 49 Code of Federal Regulation, Part 26 the agreement established the required one-stop-shop in the administration of and standards regarding companies in the Idaho Disadvantaged Business Enterprise (DBE) Program. Each recipient of USDOT funding is required to sign the attached Statement of Agreement recognizing ITD as the agency authorized to manage the Disadvantage Enterprise Program for the State of Idaho. Please email the signed acknowledgement to civilrights@itd.idaho.gov.

Information regarding ITD’s DBE Program is available at:


If you have any question or concerns regarding the changes on the enclosed agreement please contact ITD’s Office of Civil Rights at: civilrights@itd.idaho.gov.

Sincerely,

Diane Cole
Office of Civil Rights Manager

DC:lh

enclosures
Agreement Establishing
The Idaho Unified Certification Program
For the Disadvantaged Business Enterprise Program
in the State of Idaho

THIS AGREEMENT is made and entered into by and between the attached listed Recipients and the Idaho Transportation Department (ITD), each a recipient as that term is defined by 49 CFR §26.81 and in accordance with the ITD approved Disadvantaged Business Enterprise (DBE) Program.

WHEREAS, 49 CFR §26.81 requires federal transportation fund recipients of a state to create a Unified Certification Program (UCP) as part of each recipient's DBE program; and

WHEREAS, the parties require certification, renewal, and decertification of firms as a DBE; and

WHEREAS, all recipients of federal transportation funds in this state are covered by the requirements of 49 CFR §26.81, and are also required to participate in a Unified Certification Program; and

WHEREAS, the parties desire to join together for cooperative action pursuant to carrying out the requirements of 49 CFR §26 and to establish an Idaho Unified Certification Program (IUCP); and

WHEREAS, the governing board of each party has by resolution authorized the entering into of the Agreement and the establishment of the IUCP; and

WHEREAS, by that agreement each current recipient and/or future recipients identified by the ITD are bound by the requirements of the IUCP and agree to abide by the requirements of the IUCP which is a continuation of the ITD current and previous process.

NOW, THEREFORE, in consideration of the mutual promises and benefits that each party shall derive therefrom, the parties agree as follows:

ARTICLE I: PURPOSES

The parties have entered into this Agreement for the purposes of creating an Idaho Unified Certification Program (IUCP) to be administered by the Idaho Transportation Department: Office of Civil Rights (OCR). The ITD OCR will oversee the process for designation of a Certification Committee as stated in the approved ITD DBE Program under section III DBE Certification Process, A. Certification Committee. This Certification Committee will perform DBE certification, renewal, and decertification for Idaho recipients.

ARTICLE II: SERVICES

Section 2.1. Idaho Unified Certification Program

The IUCP is hereby created and implemented in accordance with 49 CFR §26.81, as amended.
c. The IUCP will implement USDOT directives and guidance concerning certification, renewal, and decertification procedures in accordance with the certification standards of CFR 49, Subpart D of §26, the certification procedures of Subpart E of §26 and Subpart C of §23 as applied by the approved ITD DBE Program Plan.

d. Each recipient party to this Agreement shall ensure that the IUCP has sufficient resources and expertise to carry out the requirements of 49 CFR §26 and §23. The ITD Office of Civil Rights is currently receiving appropriate resources to provide the needed actions to meet the requirements of 49 CFR §26 in the establishment and implementation of the IUCP.

e. The IUCP will be fully implemented within 120 days of the Secretary’s approval of the IUCP on the following schedule:

   i. Within 90 days of the Secretary’s approval of the IUCP, each party to this agreement will begin to utilize the unified procedures set forth in the IUCP Agreement.

   ii. Within 120 days after the Secretary’s approval of the IUCP, the Committee will begin to meet on a regular basis as required to certify DBE applicants.

   iii. Within 60 days after the Secretary’s approval the IUCP will post the unified DBE Directory on its website.

Section 2.2. Idaho Unified Certification Committee

The ITD/OCR is identified as the administrator of the IUCP and responsible for the process for designation of the Certification Committee (Committee) which is established to administer the IUCP certifications as required by the approved ITD DBE Program Plan and CFR 49 §26, Subpart D and Subpart E and §23, Subpart C.

Section 2.3. DBE Directory

An online DBE Directory will be maintained by the ITD/OCR at https://itd.dbesystem.com.

Section 2.4. Classification of Business and Financial Information

Each recipient under this Agreement shall safeguard from disclosure to unauthorized person information that may reasonably be considered confidential business information consistent with Federal, State and local law.

ARTICLE III: TERM AND SCOPE OF AGREEMENT

Section 3.1. Term

This agreement shall be effective immediately upon its execution by all the parties hereto and the approval of the IUCP by the Secretary of the USDOT. This Agreement
STATEMENT OF AGREEMENT
Idaho Unified Certification Program
Attachment to I UPC Agreement

The Unified Certification Program process developed and implemented by the Idaho Transportation Department for the State of Idaho has been reviewed by the agency listed below. We acknowledge the I UPC Agreement is made and entered into by and between the participating agency noted below and the Idaho Transportation Department.

We recognize this program as the authorizing process for certification, recertification and decertification of firms in the Disadvantaged Business Enterprise Program for the State of Idaho as required by 49 CFR §26.81.

BY: ______________________________________

DATE: ____________________________________

AGENCY: __________________________________

ADDRESS: __________________________________

PHONE: ____________________________________

EMAIL: ____________________________________

SIGNATURE: ________________________________

RETURN STATEMENT OF AGREEMENT TO:
civilrights@itd.idaho.gov
Office of Civil Rights
Idaho Transportation Department
P.O. Box 7129
Boise, Idaho 83703-1129
Request to Adopt Resolution 2018-008 Arbor Day Proclamation and to apply for the 2018 Arbor Day Grant Program “PLANTING IDAHO”

COST IMPACT:
FUNDING SOURCE: General
TIMELINE: 2018

SUMMARY STATEMENT:
Whereas in 1872 J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, which is now called Arbor Day. Each year Donnelly chooses one day in the Spring (historically in May) to celebrate and plant trees and urge the community to join the celebration. Arbor Day is celebrated on the April 27, 2018 but it is not necessary to celebrate this day.

The Idaho Nursery and Landscape Association announced a program intended to aid communities celebrate Arbor Day, plant appropriate trees for energy conservation and foster a stronger relationship between Idaho communities and the Green and Utility Industries. This grant application is due March 23, 2018.

RECOMMENDED ACTION:
1. Adopt Resolution 2018-008 Arbor Day Proclamation for a day in May 2018.
2. Authorize Mayor to sign resolution and Planting Idaho grant application.

RECORD OF COUNCIL ACTION
MEETING DATE ACTION
RESOLUTION 2018-008

ARBOR DAY PROCLAMATION

WHEREAS, In 1872, J Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

WHEREAS, the Holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

WHEREAS, Arbor Day is now observed throughout the nation and the world, and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

WHEREAS, trees are a renewable resource giving up paper, wood for our homes, fuel for our fires and countless other wood products, and

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Brian Koch, Mayor of the City of Donnelly, do hereby proclaim _______________ as Arbor Day in the City of Donnelly and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

FURTHER, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

PASSED by the City Council this __________ day of __________________, 2018.

_____________________________________
Brian Koch, Mayor

Attest:

_____________________________________
Cami Hedges, City Clerk Treasurer
The Idaho Nursery and Landscape Association (INLA), in cooperation with the Idaho Department of Lands (IDL), Avista, Rocky Mountain Power, and Idaho Power, is pleased to announce a program intended to help communities celebrate Arbor Day, plant appropriate trees for energy conservation and foster a stronger relationship between Idaho communities and the Green and Utility Industries. This year, 45 Arbor Day grants in the amount of $300 will be awarded for “Planting Idaho”. Funding for this program is provided by the generous contributions of these Idaho utilities that have a large interest in healthy urban forests and having the right tree planted in the right place.

All Idaho communities are eligible to participate in the “Planting Idaho” program (unless they have received the grant previously in both 2016 and 2017). Grant funds can only be used for purchasing trees and shrubs and/or related planting and care materials for your community’s Arbor Day celebration. A lottery style drawing will be used to determine who receives each of the 45 available grants. Applications, along with a signed Arbor Day proclamation, must be received by INLA no later than March 23, 2018 to be considered. Plant material must be purchased from an Idaho State Nursery & Floral license holder. A list of INLA members will be provided to the grantees so they may purchase quality plant material and receive reliable advice on selection, planting and care; thus, ensuring a significant positive impact on Idaho’s environment.

This is a reimbursement grant. Therefore, after being chosen for this grant, an accomplishment report will be required and grantees must submit copies of paid invoices for plant materials, with check numbers to receive reimbursement. Additionally, a match of 25% ($75) in cash or in-kind donation is required by the grantees.

Idaho joins most other states in celebrating Arbor Day on Friday, April 27, 2018. However, trees and planting conditions don’t honor calendars – your community may choose to celebrate Arbor Day on a different date.

Questions? Ann Bates – 1-208-681-4769 – abates@inlagrow.org

To fill out the application online go to website: www.inlagrow.org
# 2018 Arbor Day Grant Program

**“PLANTING IDAHO”**

## Application Form

<table>
<thead>
<tr>
<th>Community Applying</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Person</td>
</tr>
<tr>
<td>Position</td>
</tr>
<tr>
<td>Mailing Address</td>
</tr>
<tr>
<td>City</td>
</tr>
<tr>
<td>State</td>
</tr>
<tr>
<td>Zip</td>
</tr>
<tr>
<td>Phone</td>
</tr>
<tr>
<td>Fax</td>
</tr>
<tr>
<td>Email</td>
</tr>
</tbody>
</table>

1. **When is your community planning to celebrate Arbor Day?**

2. **Arbor Day Event:**
   - Describe the Arbor Day Celebration your community is planning and how this grant will help your community’s celebration.

3. **Have you considered overhead utilities when selecting tree species for this site?**
   - Yes [ ]
   - No [ ]

**Authorized Signature:**
I certify the celebration described in this application is approved and supported by my city government.

---

**Date**

**Authorized Signature**

**Title**

---

**Return to:**
Idaho Nursery and Landscape Association
P. O. Box 2065, Idaho Falls, Idaho 83403

**OR fax/email to:**
208-529-0832  abates@inlagrow.org

**Questions?**
Ann Bates - (208) 681-4769
Website: inlagrow.org

**IMPORTANT**
You MUST also submit a copy of your Arbor Day Proclamation signed by the Mayor with this application.

**Note:** Applications may be returned by mail, fax or email, but must be received in the INLA office no later than March 23, 2018. All applicants will be notified the week of March 26, 2018.
2018 Arbor Day Proclamation

Whereas, In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

Whereas, the holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

Whereas, Arbor Day is now observed throughout the nation and the world, and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, lower our heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife, and

Whereas, trees are a renewable resource giving up paper, wood for our homes, fuel for our fires and countless other wood products, and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I _________________________________

Mayor of the City of _______________________________ do hereby proclaim

______________________ as Arbor Day in the City of _______________________________

and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant and care for trees to gladden the heart and promote the well-being of this and future generations.

Dated this _________ day of __________ in the year ________

Mayor ________________________________
DONNELLY CITY COUNCIL  
AGENDA BILL  
Number AB 18-31  
Meeting Date 02/26/2018

<table>
<thead>
<tr>
<th>AGENDA ITEM INFORMATION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>SUBJECT:</strong></td>
</tr>
<tr>
<td>Request to Apply for the 2018-2019 Community Review Program</td>
</tr>
<tr>
<td><strong>Department Approvals</strong></td>
</tr>
<tr>
<td>Mayor / Council</td>
</tr>
<tr>
<td>Clerk/Treasurer</td>
</tr>
</tbody>
</table>

| **COST IMPACT:**          |
|                         |

| **FUNDING SOURCE:**       |
| General                  |

| **TIMELINE:**              |
| 2018-2019                 |

<table>
<thead>
<tr>
<th><strong>SUMMARY STATEMENT:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Reviews are an assessment and strategic planning process conducted in conjunction with local leaders, business owners, and residents. Idaho Rural Partnership assembles a visiting team of community and economic development professionals to work alongside a community. These visiting professionals pay their own travel and lodging costs and donate their time and talents to help rural communities change and pursue goals on their own terms.</td>
</tr>
<tr>
<td>Application due March 2, 2018</td>
</tr>
</tbody>
</table>

| Area Communities that have had this review done – Cascade 2016, New Meadows 2011, Valley & Adams County |

<table>
<thead>
<tr>
<th><strong>RECOMMENDED ACTION:</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Authorize Clerk to apply for IRP Idaho Community Review.</td>
</tr>
<tr>
<td>2. Authorize Mayor to sign all necessary documents.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RECORD OF COUNCIL ACTION</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>MEETING DATE</strong></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>
February 6, 2018

Dear Community Leader,

The Idaho Rural Partnership invites you to apply for a Community Review in 2018 or 2019. Housed within the Idaho Department of Labor, IRP is a collaboration of government, business, education, and nonprofit stakeholders that has supported communities in rural Idaho for 26 years. Last year we conducted our 40th community review in Plummer.

A Community Review is an assessment and strategic planning process conducted in with local leaders, business owners, and residents. IRP assembles a ‘visiting team’ of community and economic development professionals to work alongside your community. These visiting professionals pay their own travel and lodging costs and donate their time and talents to help rural communities manage change and pursue goals on their own terms.

The community review process will give your community more clarity about shared goals and opportunities, improved coordination among business and community organizations, and leads for available funding and other resources. As an added bonus, the substantial in-kind contribution of volunteers can count as ‘soft match’ in future grant applications. Additional information about the review process is provided by the attached documents.

This year marks a re-launching of the Community Review program. The process has been separated into three distinct phases, as described by the Guide document. Phase 1 will be conducted in all communities applying to the program. Communities that demonstrate the interest and readiness have the option of moving on to Phase 2 and 3.

We invite inquiries and applications from all rural communities with populations less than 10,000, including ones in which we’ve conducted a community review prior to 2007. Our intention is to work with one community beginning in the spring, a second community in the summer, and third community in the fall of this year.

You’ll find more information—including written reports from dozens of Community Reviews we’ve completed—at www.irp.idaho.gov. You can also contact the IRP office at 208-332-1730 or email us at irpcommunityreview@irp.idaho.gov. Please note the deadline for the current community review application cycle is Friday, March 2, 2018.

Sincerely,

Jon Barrett, Idaho Rural Partnership, 208-332-1730
Roy Valdez, Idaho Department of Labor and IRP Board Co-Chair, 208-332-3570
Art Beal, Idaho RC & D Association and IRP Board Co-Chair, 208-369-0137
Jerry Miller, Idaho Department of Commerce, 208-334-2470
Lori Porreca, Federal Highway Administration, 208-334-9180
Lorie Higgins, University of Idaho Extension, 208-885-9717
Erik Kingston, Idaho Housing & Finance Association, 208-331-4706
Brian Dale, U.S. Department of Housing and Urban Development, 208-334-1338

The Idaho Rural Partnership (IRP) joins diverse public and private resources in innovative collaborations to strengthen communities and improve life in rural Idaho.
IDAHO COMMUNITY REVIEW APPLICATION GUIDE
A Community Assessment and Planning Program

A program of the Idaho Rural Partnership (www.irp.idaho.gov)

The Idaho Community Review is the flagship program of the Idaho Rural Partnership (IRP), a non-partisan collaborative effort to make rural Idaho stronger, healthier and more prosperous. Our public- and private-sector member organizations and other partners work closely with rural residents and leaders to identify solutions at a local and regional level. We listen and observe, share perspectives, and explore technical assistance and resources appropriate to each community. The process leaves community residents and leaders better prepared to build on shared strengths and work together to achieve common goals.

The entire community review process includes three phases. All communities will complete Phase 1. Communities that demonstrate the interest and readiness are encouraged to move on to Phases 2 and 3. Communities with populations under 10,000 people are invited to submit the Phase 1 application associated with this guide.

This guide summarizes the community review process. It should be reviewed before your community completes the associated community review application. The exclamation point symbol is used throughout this guide to call attention to the most significant responsibilities of the community.

Benefits
A community review can help your community:

☑ reach agreement about community priorities and economic development opportunities.
☑ support future grant applications with objective, professional assessment of local conditions and opportunities along with the in-kind value of the community review process
☑ identify sources of funding, technical assistance, and best practices
☑ improve community decision-making and leadership strategies
☑ increase the number of residents involved in community organizations and projects.
☑ strengthen relationships with agencies that provide funding and assistance

Responsibilities
Community is more than a collection of rugged individuals occupying the same space; it involves people who share a sense of place and purpose, who can cooperate when needed, and who are willing to personally sacrifice or contribute to make life better and more secure for future generations.
While IRP coordinates the overall review process, each community is expected to invest in their review by assigning people, time, energy, and resources to the process and related follow-up activities. Success depends on faithful participation from a true cross-section of your community. Applicant communities should begin the review process by identifying 1 or 2 leaders who facilitate the development of an inclusive team that reflects a diversity of perspectives—including those with whom you may personally disagree. This “Home Team” will be involved in all aspects of your community review, including local fundraising, logistics, preparation, data collection, and action planning.

We cannot stress this enough: the value of this process to your community is directly proportional to the diversity and commitment of the Home Team. It is the Home Team’s responsibility to ensure the Team is reflects the community.

How does a Community Review work?
Each of the three phases of the community review process provides numerous opportunities for community residents and leaders to share their experiences, knowledge, opinions, and ideas with visiting community and economic development professionals. These professionals comprise what we call the “Visiting Team.” Your community will identify people to serve on its “Home Team.”

The information gathered throughout the process is recorded (without using names) and used to develop observations, recommendations and resources applicable to the community.

Application Process
Completed community review applications for Phase 1 must be submitted to the Idaho Rural Partnership on or before Friday, March 2, 2018. The application requires the signature of the mayor. IRP’s Program Committee will select up to three communities to work with during the 2018 calendar year. The communities will be selected based on the Committee’s assessment of each community’s readiness to successfully undertake Phase 1 activities.

Phone and email communication with IRP staff is strongly encouraged prior to submitting the application. These pre-application conversations address expectations, funding, logistics, community participation, and scheduling. We also recommend collaborating with your local or regional economic development organization to complete the application. See the Community Review Application for additional details.

As described on pages 5-6, the community also has some responsibility to raise funds to support each phase of the community review. This fundraising effort is typically done in collaboration with IRP staff.

The Three Phases of the Community Review Process
As noted previously, the entire community review process includes three phases. All communities will complete Phase 1. Communities that demonstrate the desire and readiness to do so are encouraged to complete Phases 2 and 3. The three phases are described below.
Phase 1: Listen

The Listen phase of the community review includes asking residents to complete a community satisfaction survey, conducting community listening sessions, and creating a data profile of the community. To support these activities, this phase also includes identifying the 1-2 Home Team Leaders and additional five to eight people to serve on the initial Home Team to help coordinate activities and arrange meals for a three- to four-person Visiting Team. Planning for Phase 1 involves a series of phone conference calls with IRP and the Visiting Team. These virtual meetings begin no less than three months before the first community visit to allow the survey to be completed.

Once the survey is completed, the Visiting Team will then spend two days in your community conducting listening sessions with specific stakeholder groups and facilitating an open house for all residents to drop in and provide input. The Home Team is responsible for inviting residents to participate in these activities. IRP will provide translation in communities with a significant number of residents (e.g. >10% of total population) for whom Spanish is their first language. Once completed, the listening sessions are followed by a Home Team meeting to discuss preliminary findings and next steps. A report summarizing all findings—including the Visiting Team’s assessment of the community’s readiness for Phase 2—is provided within a month, at which time the Visiting Team will return to the community to deliver the report, help identify up to three focus areas that will be explored in Phase 2, and discuss next steps.

Phase 1: LISTEN
Timeline and Summary of Activities

- Regular conference calls with IRP and visiting team
- Community satisfaction survey
- Community profile

3 MONTHS

**VISIT 1**

- Two to four listening sessions
- Open house for the community to provide input

**VISIT 2**

- Two to four listening sessions
- Home team meeting to discuss preliminary findings and next steps

- Visiting team creates report summarizing all findings
- Representatives of the visiting team return to report on results of Phase 1
Phase 2: Learn

The Learn phase of the community review involves planning for additional community visits and includes an expanded Visiting Team of experts from around the state; these experts can help the community refine the focus areas identified at the end of Phase 1. When your Home Team is ready, the Visiting Team members who participated in Phase 1 will return to your community and begin planning for town hall meetings and tours that will take place over a three-day period. This planning meeting will take place no less than 10 weeks before the Phase 2 community visit. Regular conference calls between Home and Visiting Team leaders will continue throughout this 10-week period.

At the initial planning meeting, the Home Team will receive guidance regarding additional fundraising, marketing town hall meetings to the community, creating itineraries, and the logistics of feeding the larger Visiting Team (Visiting Team members pay their own travel and lodging, but the community is expected to feed them and provide transportation during the three-day visit).

The community will be asked to identify or develop a collaborative approach it will use to act on recommendations identified as a result of Phase 2. This approach might include, for example, a coalition of organizations, a community action team, or a service organization that can engage a broad spectrum of residents in volunteer activities.

### Phase 2: LEARN

**Timeline and Summary of Activities**

<table>
<thead>
<tr>
<th>VISIT 1</th>
<th>10 WEEKS</th>
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</thead>
<tbody>
<tr>
<td>Planning for Phase 2 begins with meetings of visiting and home team members</td>
<td></td>
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<tr>
<td>Regular conference calls with IRP and visiting team</td>
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</table>

<table>
<thead>
<tr>
<th>VISIT 2</th>
<th>2-3 MONTHS</th>
</tr>
</thead>
<tbody>
<tr>
<td>DAY 1</td>
<td></td>
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<tr>
<td>Group bus tour, home and visiting Team meeting, dinner</td>
<td></td>
</tr>
<tr>
<td>Town hall meeting to solicit community input</td>
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</tr>
<tr>
<td>DAY 2</td>
<td></td>
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<tr>
<td>Breakfast presentations by local experts</td>
<td></td>
</tr>
<tr>
<td>In-depth exploration of focus areas by home and visiting team members</td>
<td></td>
</tr>
<tr>
<td>DAY 3</td>
<td></td>
</tr>
<tr>
<td>Preparation of short presentations by visiting team on selected focus areas</td>
<td></td>
</tr>
<tr>
<td>Home team provides meals and attends town hall meeting</td>
<td></td>
</tr>
<tr>
<td>Town hall meeting to present visiting team recommendations and identify next steps</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>VISIT 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Visiting team delivers report and meets with home team and groups formed at town hall meeting</td>
</tr>
<tr>
<td>Phase 3 process, expectations, roles, and timelines are developed</td>
</tr>
</tbody>
</table>
Phase 3: Launch

The Launch phase provides assistance needed to implement recommendations identified and prioritized during Phase 2. The exact nature of this assistance depends on community needs and issues and is facilitated by IRP. We expect representatives of your local and/or regional economic development organization will be actively involved in this Phase. Assistance may include, but is not limited to the following:

- Plan community conversations about issues that need further exploration before charting a direction
- Leadership development training to expand the leader base in the community
- Technical assistance by Phase 2 visiting team members to move projects forward
- Organizational development for teams and steering committees

Communities that engage in this phase of the review by April, 2020 will be invited to submit an application for a mini-grant of up to $1,500 to complete a community project or task identified through the community review. Mini-grants will be awarded to proposals the IRP Program Committee deems consistent with the objectives outlined in the mini-grant application.

The community will participate in quarterly conference calls throughout Phase 3 to provide updates on progress updates and challenges. This phase also includes planning for a one-year celebration that will occur approximately 12 months after initiation of Phase 1. A follow-up community satisfaction survey and a focus group-like activity known as Ripple Effects Mapping will be conducted one year after the celebration event.

Reporting and Feedback

We ask communities participating in the Review process to provide brief updates on an annual basis for two-to-three years following the Review. These updates will share progress the community has made as either a direct or indirect result of a Community Review. IRP uses this information to improve the Community Review Program. It also helps the partnering agencies and organizations measure the impact of Reviews and demonstrate how resources and investments are leveraged through the process. The information is also shared with our funding entities to show the impact their contributions are making to improve the economic and social conditions in rural Idaho communities. This is critical to maintain support for our work in rural Idaho.

Community Review Costs

If your community hired a professional consulting firm, the estimated costs for a team of 14 professionals (including salary, travel, lodging, site visit, data collection, and report writing) would likely exceed $50,000. The actual combined costs of Phases 1 + 2 is approximately $20,000-$25,000, largely thanks to significant personnel, travel, and lodging costs being covered by Visiting Team members and their employers. Historically, IRP has used funding from our various public and private sector partners to cover more than 50% of this cost.
Local Match
We do require a local contribution or match for each of the three phases of the community review process to cover direct costs not otherwise supported with grant funding and in-kind contributions. The local match demonstrates your community’s commitment and capacity to take full advantage of a community review. Many people and organizations from around Idaho believe in your community and are willing to make a significant investment in your community review; we ask that you—as the beneficiaries of their time and effort—also make an investment that is significant to you.

The local contribution is typically a combination of: (1) funds, and (2) in-kind donations of time, food, and transportation services. Recognizing each community is unique, IRP will work with Home Team leaders to reach agreement on the amount of the local match. We will also support and participate in the community’s effort to raise funds locally. The local match typically comes from a mix of local businesses, government agencies, community-based organizations, and residents. All local contributions to Idaho Rural Partnership are tax-deductible.

Depending on the size of your community and its fundraising capacity, the local contribution is typically in the range of $1,500-$3,000 for each of the three phases of the community review process.

Funding from Businesses, Government, and Community-based Organizations
Funding from these entities in the community support the actual cost of conducting a community review. These costs include, for example, the survey, coordination by IRP, and report writing. The funding plan will also reflect the ability of the community to raise funds. We know that for small communities have limited fundraising capacity; this shouldn’t deter them from applying for a community review.

Funding from Residents
We strongly encourage communities to invite residents to financially support the community review and/or the cost of post-review follow-up through small contributions. Raising at least some funds in this manner has the added benefit of promoting the review and getting residents invested in the process and its outcomes. Small contributions—as little as $1 to $5 from residents—can add up to meaningful support, while also promoting the review and creating a sense of investment in the process and outcomes.

On-line crowdfunding websites such as www.citizinvestor.com can be effectively used to facilitate small contributions from residents. Fundraising strategies that have been used by other communities to support community reviews, including additional information about crowdfunding, will be provided early in the planning process.

About the Idaho Rural Partnership
The Idaho Rural Partnership (IRP) is proud to serve as Idaho’s Rural Development Council. Our mission is join diverse public and private resources in innovative collaborations to strengthen communities and improve life in rural Idaho. IRP was initially formed in 1991. The purpose, responsibilities and governance of IRP are found in Title 67, Chapter 90 Idaho Code. The Idaho Department of Labor has served as IRP’s home since 2014. Region IV Development Association has served as our fiscal sponsor since 2010.
IRP is governed by a Board of Directors consisting of 30 leaders and representatives of the Idaho Legislature, government agencies, businesses, nonprofit organizations, and universities who share a passion for the success of rural Idaho. Information about the Idaho Partnership and the Idaho Community Review program can be found at www.irp.idaho.gov.
Idaho Community Review Application Form


Communities with populations under 10,000 are eligible to apply, including those communities in which a community review was conducted prior to 2007. Please review the Idaho Community Review Application Guide before completing this application. Type-written responses are preferred to handwritten. Use as much space as needed to answer the narrative questions as completely as possible. Complete applications must be postmarked or received via email by 5:00 pm Mountain, Friday, March 2, 2018. Our mailing address is 1090 E. Watertower Street, Ste. 100, Meridian, ID 83642. Applications can be emailed to irpcommunityreview@irp.idaho.gov. Call 208-332-1730 with questions.

Name of Community: __________________________________________

The community review process includes up to three phases. This is the application form for Phase 1.

Home Team Leaders
Below please provide the name and contact information for up to two home team leaders. A minimum of one home team leader must be identified at the time of application.

Name of Home Team Leader #1 (Required): __________________________________________
Mailing address: __________________________________________
Phone number and email address: __________________________________________

Name of Home Team Leader #2 (Optional): __________________________________________
Mailing address: __________________________________________
Phone number and email address: __________________________________________

Identification of Listening Session Groups and Coordinators
Phase 1 of the community review process includes conducting listening sessions with up to eight specific stakeholder groups in your community. The four stakeholder groups below are required:

- High school students
- First responders and law enforcement
- Social service providers and faith leaders
- Senior citizens
Listening sessions must have a respective coordinator who leads the effort to invite individuals to participate in each session. Below, please provide the names and contact information for four people who have agreed to serve as a coordinator for the required listening sessions:

<table>
<thead>
<tr>
<th>Required Listening Session Groups</th>
<th>Coordinator</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>High school students</td>
<td></td>
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<tr>
<td>First responders &amp; law enforcement</td>
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<tr>
<td>Social service providers &amp; faith leaders</td>
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<tr>
<td>Senior citizens/elders</td>
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</table>

Other Listening Session Stakeholder Groups
In addition to the required stakeholder groups above, listening sessions are also conducted with 3-4 others stakeholder groups in the community. Examples of optional stakeholder groups we have conducted listening sessions with in past community reviews are listed below. Please use an “X” to select up to four groups in your community you would like us to conduct listening sessions with during Phase 1 (in addition to the groups named above). This is a preliminary identification; the listening session stakeholder groups will be reviewed and finalized and coordinators for these optional listening sessions will be identified during the planning process.

- Hispanic residents*
- Current or former elected officials
- Business owners
- Agriculture
- Teachers & school administrators
- Artists/craftspeople
- Other ____________________________

*Required in communities that have a significant percentage of residents who are Hispanic.

Community Issues and Opportunities
Using a 1-5 scale, with 1 meaning not a priority and 5 meaning very high priority, please indicate how the following issues and opportunities should be prioritized for discussion during the community review process.

- Retaining & expanding existing businesses
- Supporting creation of new businesses
- Tourism and marketing
- Infrastructure
- Housing
- Land use planning
- Community design & identity
- Education & workforce development
- Community health and wellness
- Seniors and youth
- Arts, historic, & recreation resources
- Civic life & community involvement
- Downtown revitalization
- Transportation
- Other(s): ____________________________
Please describe the most significant strategic planning, business development, marketing, infrastructure, and other community improvement efforts that have occurred in your community in the last three years? (Attach additional sheets, documentation, brochures, or report summaries as necessary)

Every community we visit faces disconnects or conflict among groups. We understand this, and we aren’t interested in taking sides or judging. Please identify (in general terms) any recent or anticipated controversies involving local leadership or civic organizations that might be come up during the community review. Are there any circumstances that might limit local participation or implementation of the review or resulting recommendations? How might they be addressed during the review?

Thinking back over the last five years, would you say that citizen participation and the community’s ability to identify and accomplish goals has:

____ Increased
____ Decreased
____ Stayed about the same
____ Not sure

Anything else you want to add about leadership and volunteer capacity in your community?

Describe any specific economic development projects or opportunities the community would like the visiting team to examine. For the purpose of this question, an economic development project is any initiative to attract new business, help retain or expand existing business or improve infrastructure to encourage economic development. In your description of the project, identify any funders and partners contacted and/or involved with the project.
Briefly describe major community funding initiatives (e.g., grassroots fundraising, grants, levies, bond elections) in the past five years, including outcomes.

When would you prefer community review activities begin in your community?
___ As soon as possible
___ Spring 2018
___ Summer 2018
___ Fall 2018
___ 2019

With the Mayor’s signature below, our community agrees to accept the responsibilities described in this application form and in the Community Review Application Guide to ensure the success of our community review.

Mayor’s Signature: ___________________________   Date: __________
To: Mayor & City Council
From: Cami Hedges, City Clerk Treasurer
Re: Staff Report
Date: February 26, 2018

Water Accounts: As of Wednesday, February 21, 2018 we have $0 past due 30 days or more, in water billings.

Local Option Tax: Our local option tax receipts for sales in December were $4,045.28 which is an increase from last year. We are currently up 15.6% in collection for this fiscal year compared to last year.

Clerk Report: There is a VET clinic on March 24th at the Community Center. Library District is working take over library operations. This is something that the Council will need to discuss in regard to power, water, maintenance, snow removal etc. No new licenses or permits have been requested at this time. We should be notified in March if we received the Transportation Plan Grant. I am working with ICRMP on a Community User Policy. Farmer’s Market – There is a steering committee meeting and organizing a Farmer’s Market in Donnelly. More information to follow.

Parks & Recreation: Meeting with Valley Soil Conservation this week on the 319 Grant that was awarded to us for $24K to rebuild the a portion of the sea wall at the Boat Docks. Cost of project is estimated at $48K without going for bid. Waiting for design from Valley Soil District.

Planning & Zoning: Next meeting will be held on Monday, March 5th. At the last meeting Sally Gilbert was voted to be the Chairman. They requested staff to get costs for way-finding signs for business complexes etc. off site. These would not indicate business names just areas, etc.

Road & Streets: Bruce took the first week of February as vacation and the 2nd week as sick time. Then called and said he would not be returned. So his last pay day was February 10th. Ken has made a significant dent in cleaning up the shop and shop office. Ken provided written update. (attached)

Office Closed / Vacation: I will be out of the office April 9 - 13th. Ken will be attending the IRWA Conference in Boise in March.

Upcoming Meeting Dates: Monday, March 19, 2018 @ 6:00 – City Council Regular Meeting.
# Public Works Report

## Water System
- Minor leak on State St by Flight of Fancy – planning to repair when conditions allow (March)
- The city should acquire its own pipe locator (830RT is approx. $4,000)
- Action needed – plan for purchase

## Roads and Street
- Early snow runoff exacerbating pot holes. Road mix is becoming minimal as with road crown on most streets. Improper road crowns creating improper drainage. Front St between Roseberry and Jordan is 1st priority.
- Solution: Add road mix and re-grade, March / April – Jason Morrel (?)

## Parks / Campground
- All closed

## Airport
- Fences need repaired / rebuilt. Main entry fence split rail cedar is mostly broken, rotten. The “Don Koski” sign is degraded; it should be re-furbished. South fence on Dawn Dr., barbed wire has been destroyed and repaired several times and is in poor condition; it should be rebuilt. South access gate should be rebuilt to allow large equipment traffic and be lockable.
- Runway drag groomer is closer to scrap metal than usable equipment. I’m looking into other options.
- Action needed – Possible funding for new signage and fences

## Other
- Skidsteer attachments needed:
  1. Sweeper – Snow removal in winter, sidewalks and Main St intersections and curbs in summer ($12,500)
  2. Landplane – pot hole repairs!, campground site maintenance, other finish dirt work ($3,000)
  3. Articulating V-Plow – Snow removal ($4,800)
- Snow pusher for backhoe is on hold awaiting auxiliary hydraulic issues to be resolved.
- Action needed – Plan for purchase