

Welcome to tonight's City Council meeting!

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

Vision Statement

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life.

AGENDA
CITY COUNCIL MEETING
Bonnors Ferry City Hall
7232 Main Street
267-3105
August 2, 2016
7:00 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

PUBLIC COMMENTS

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

GUESTS

REPORTS

Police/Fire/City Administrator/Economic Development Coordinator/Urban Renewal District

CONSENT AGENDA

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Treasurer's Report
4. Approval of July 19, 2016 Council Meeting Minutes; July 22, 2016 Special Council Meeting Minutes; and July 26, 2016 Special Council Meeting Minutes

OLD BUSINESS

5. City – Second Reading of Cable Television Franchise Agreement Ordinance (attachment)

NEW BUSINESS

6. Electric – Approve Final Pay Request for Riverside, Inc. for Unit 2 Repair (attachment)
7. Street – Approve Pay Application for KG&T Septic for the Augusta Street Project (attachment)
8. Street – Approve Pay request for HMH, LLC for the Augusta Street Project (attachment)
9. City – Discuss Request for Utility Service from Eduardo and Janet dosRamos (attachment)
10. City – Authorize Mayor to Sign Westlaw Contract (attachment)
11. Police – Approve Police Policy Manual Change Regarding Corporal Qualifications (attachment)
12. Street – Discuss 129,000 Pound Trucks
13. City – Discuss Special Event Permits

EXECUTIVE SESSION PURSUANT TO IDAHO CODE 74-206, SUBSECTION 1

- (a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general;
- (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against a public officer, employee, staff member or individual agent, or public school student;
- (c) To acquire an interest in real property which is not owned by a public agency;
- (d) To consider records that are exempt from disclosure as provided in chapter 1, title 74, Idaho Code;
- (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;
- (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement;
- (g) By the commission of pardons and parole, as provided by law;
- (h) By the custody review board of the Idaho department of juvenile corrections, as provided by law;
- (i) To engage in communications with a representative of the public agency's risk manager or insurance provider to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement; or
- (j) To consider labor contract matters authorized under section 67-2345A [74-206A] (1) (a) and (b), Idaho Code.

ADJOURNMENT

INFORMATION

- 14. City – Budget Workshop on August 3, 2016 at 6:00 p.m.
- 15. City – Cable Television Franchise Agreement Ordinance Hearing on August 16, 2016 at 7:00 p.m.

ORDINANCE NO. _____

CABLE TELEVISION FRANCHISE AGREEMENT

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, GRANTING A NON-EXCLUSIVE FRANCHISE TO E.L. AUTOMATION, INC. FOR THE OPERATION AND MAINTENANCE OF A CABLE TELEVISION SYSTEM IN THE CITY OF BONNERS FERRY, IDAHO; PROVIDING THE TERMS AND CONDITIONS OF THE FRANCHISE; PROVIDING FOR A FRANCHISE FEE; PROVIDING AN EFFECTIVE DATE THEREOF AFTER PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BONNERS FERRY, IDAHO, that

WHEREAS, the City of Bonners Ferry (hereinafter the "City"), a Municipal Corporation of the State of Idaho, is authorized to grant, renew, and deny franchises for the installation, operation, and maintenance of cable television and other telecommunications systems within the City's boundaries by virtue of (i) Federal and State statutes, (ii) the City's police powers, and (iii) the City's authority over its public rights of way; and

WHEREAS, the E.L. AUTOMATION, INC., a corporation licensed to do business in the State of Idaho, has applied to the City Council for the grant of a franchise (hereinafter "Franchise") to construct, operate, and maintain a cable television system within the City; and

WHEREAS, the City hereby finds that it would serve the public interest of the citizens of the City to approve the application of E.L. AUTOMATION, INC., under the terms and conditions as hereinafter set forth:

Section 1. Definitions.

For the purposes of this ordinance, the following terms, phrases, words, abbreviations, and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future; words in the plural include singular and words in the singular include the plural. The word "shall" is mandatory and not merely directory.

- A. Cable Television Service means the one way transmission to Subscribers of video programming or other programming services and Subscriber interaction, if any, which is required for the selection of such video programming or other programming services.

- B. Cable Television Systems means a facility consisting of a set closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Television Service including video programming and other services and which is provided to multiple Subscribers within a community, but such terms do not include (1) a facility that serves only to retransmit the television signals of one or more television broadcast stations, (2) a facility that serves only certain residents in one or more multiple dwelling units under common ownership, control, or management, unless such facility or facilities uses any public right of way; or (3) any facilities of any electric utility used solely for operation its electric Utility Systems.
- C. “Franchise” is the rights, privileges, and obligations granted to E.L. AUTOMATION, INC. by the terms of this Ordinance.
- D. Gross Revenues shall mean all monthly basic and pay services revenues received from Subscribers by E.L. AUTOMATION, INC. from the operation of its Cable Television System to provide video cable services within the City excluding installation , relocation of outlets and rental charges, that share of fees remitted to suppliers for programming services and monies which E.L. AUTOMATION, INC. is required by a third party to expend for promotional activities, Gross Revenues shall not include refunds to subscribers, uncollectible accounts or taxes on services furnished by E.L. AUTOMATION, INC. herein which are imposed directly upon any Subscriber or user by local or other government unit and collected by E.L. AUTOMATION, INC. on behalf of such governmental unit.
- E. Person shall mean any person, firm, partnership, association, corporation, company, or organization of any kind.
- F. “Substructure Work” shall mean trenching and installation of conduit, pull boxes and pedestals done in order to underground CATV facilities, as well as the conduit, pull boxes, and pedestals themselves.
- G. “Service Outlet” means the connection of the user to the service of E.L. AUTOMATION, INC.
- H. Standard Installation shall mean any aerial installation to a single-family residence located up to 125 feet from the existing distribution system.
- I. Street shall mean any street, alley, lane, sidewalk, or other public place of the City.

J. Subscriber shall mean an authorized recipient lawfully receiving Cable Television Service.

Section 2. Grant of Franchise.

There is hereby granted by the City to E.L. AUTOMATION, INC. the right, franchise, and privilege to construct, erect, operate, and maintain, in, upon, along, across, above, over or under the streets, alleys, easements, public ways and public places now laid out or dedicated and all extensions thereof and additions thereto in the City, all poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operations in the City of a cable television system for the transmission of television and other signals either separately or upon or in conjunction with any franchise with any franchised public utility maintaining the same in the City with all of the necessary and desirable appliances and appurtenances pertaining thereto. Without limiting the generality of the foregoing, this franchise and grant does hereby include the right in, over, under, and upon the streets, sidewalks, alleys, easement and public grounds and places in the City to install, erect, operate, or in any way acquire use of, as be leasing or licensing all lines and equipment necessary to a cable television system and the right to make connections to subscribers and the right to repair, replace, enlarge, and extend said lines, equipment, and connections. The rights herein granted for the purposes herein set forth shall not be exclusive, and the City reserves the right to grant a similar use of said streets, alleys, easements, public ways, and places to any person at any time during the period of this franchise; provided that nothing contained herein shall be deemed to require the granting of additional cable television franchises if, in the opinion of the City Council, it is in the public interest to restrict such franchise to one or more. No towers or poles shall be erected by E.L. AUTOMATION, INC. within the city limits of the City of Bonners Ferry, except as approved by the City of Bonners Ferry, which consent shall be evidenced by written permit authorized by the City Council. (See Section 6 G)

Section 3. Police Power.

E.L. AUTOMATION, INC. at all times during the term of this franchise shall be subject to lawful exercise of the police power of the city. The right is hereby reserved to the City to adopt, in addition to the provision herein contained and any other existing applicable ordinances and regulations, such additional applicable ordinances and regulations it shall find necessary in the exercise of its police power, provided that such additional ordinances and regulations shall be reasonable, shall not conflict with the laws of the State of Idaho, the laws of the United States of America, or the rules of the Federal Communications Commission.

Section 4. Area of Operation.

- A. E.L. AUTOMATION, INC. shall have the right to construct, operate, and maintain, in, on, along, across, above, over and under the streets, alleys, lanes, and public places of the City, poles, wires, cables, underground conduits, manholes, and other conductors and fixtures necessary for the maintenance and operation in the City of a Cable Television System at such locations as are reasonably suitable and convenient for the purposes of E.L. AUTOMATION, INC. and the City, subject to the lawful exercise of police power heretofore or hereinafter granted to the City and the reasonable regulation by the City to maintain orderly development and use of public rights of way.
- B. E.L. AUTOMATION, INC. will make standard installations to all residences located within the City in which the density of homes is at least 40 per cable mile measured from E.L. AUTOMATION, INC.'s existing distribution plant or when twenty-five residents per contiguous mile of cable facilities request and agree to installation of cable service.
- C. E.L. AUTOMATION, INC. will make standard installations to residences located within the City in which the density of homes is less than 40 per cable mile measured from E.L. AUTOMATION, INC.'s existing distribution plant, in the following manner subject to the following: E.L. AUTOMATION, INC. will calculate the cost of construction to provide services to any such area upon the request of any residents of such area. The residents requesting service will pay in advance of such construction in equal amounts, such portion of the costs of construction determined by applying to such cost a fraction of the numerator of which is 40 reduced by the number of homes requesting service within a particular area, and the denominator of which is 40.
- D. E.L. AUTOMATION, INC. shall, upon request, make basic service available to all commercial establishments located within 300 feet of its existing distribution system at the expense of such commercial establishments.
- E. E.L. AUTOMATION, INC. will make standard installations to all residences within an annexed area adjacent to the City in which the density of homes is at least 40 per cable mile measured from E.L. AUTOMATION, INC.'s existing distribution plant. In the event that such annexed area is served by another cable operator or entity at the time of such request, E.L. AUTOMATION, INC. will have the option, but not the obligation, to provide service.

Section 5. Acceptance: Effective Date—Term and Retroactive Effect.

- A. After the City has taken final action to approve the granting of this Franchise, E.L. AUTOMATION, INC. will file its acceptance with the City by

countersigning this Agreement. Such acceptance will acknowledge that E.L. AUTOMATION, INC. agrees to be bound by and to comply with the provisions contained herein.

- B. The Franchise granted herein will take effect and be in full force from and after final passage by the City, subject to the acceptance provided in paragraph A above and shall continue in full force and effect for a period of five (5) years (hereinafter the "Term") from the date of August 1, 2016.

Section 6. Conditions on Use of Streets and Roads.

- A. Trimming/Cutting Trees. E.L. AUTOMATION, INC. shall have the right to trim and keep clear of its poles, wires, cables, underground conduits, manholes, and other conductors and fixtures, the trees in and along the streets. In the Exercise of such right, E.L. AUTOMATION, INC. shall not cut or otherwise injure any tree to any greater extent than is reasonably necessary.
- B. Restoring Streets. E.L. AUTOMATION, INC. shall restore, reconstruct, or repair any Streets, and any sewer or gas or water main, or pipe or fire alarm, disturbed or destroyed by the exercise of any right granted to E.L. AUTOMATION, INC. by this Franchise, in a manner reasonably satisfactory to the City and all affected utility property owners. In the event that the City determines that E.L. AUTOMATION, INC. has not made such restoration, reconstruction, or repair in a reasonably satisfactory manner, the City, after giving E.L. AUTOMATION, INC. notice and opportunity to correct such failure, shall have the right to carry out such restoration, reconstruction, or repair. Prior notice and opportunity to correct shall not be required when there is, as determined by the City, and imminent threat to health and safety, if the correction is not immediately made.
- C. Safety. E.L. AUTOMATION, INC. shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damage, injuries, or nuisances to the public. All structures and all lines, equipment, and connections, in, over, under, and upon the streets shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair. Any opening or obstruction in the streets shall be guarded and protected at all times by the placement of adequate barriers, fences, or boarding, the bounds of which will be clearly designated by warning lights.
- D. Compliance with Applicable Laws. E.L. AUTOMATION, INC. shall install and maintain its wires, cables, fixtures, and other equipment in accordance

with applicable law including any pertinent subdivision restrictions, and the applicable section of National Electric Safety Code as revised during the Term and in such manner as shall not interfere with any installations of the City or of any public utility serving the City. Installation of all main lines on City poles shall be subject to the terms and conditions of a separate pole rental agreement between E.L. AUTOMATION, INC. and the City.

- E. Temporary Moving of Wires. E.L. AUTOMATION, INC. shall, on the request of any Person holding a building-moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the Person requesting the same, and E.L. AUTOMATION, INC. shall have the authority to require such payment in advance. E.L. AUTOMATION, INC. shall be given not less than five (5) business days' notice to arrange for such temporary wire changes.
- F. Inspection. The City shall have the right to inspect all construction or installation work performed in, over, under, and upon the Streets, subject to the provisions of this Franchise and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise.
- G. Location of Distribution Lines-Poles/Underground Cable. The poles used for the distribution system will be, to the extent possible, those erected and maintained by either the power company or the telephone company or both, whenever agreement can be reached with the owners of such poles. E.L. AUTOMATION, INC. will have the right to erect and maintain poles where none exist at the time E.L. AUTOMATION, INC. seeks to install its Cable Television System. No poles or other wire holding structure shall be erected by E.L. AUTOMATION, INC. without prior approval of the City, through established permitting procedure. The City agrees that such prior approval will be given on a timely basis and will not be unreasonably withheld. Location of any pole or structure shall be removed or modified by E.L. AUTOMATION, INC. whenever the City determines that the public health, safety, and welfare would be enhanced thereby. For all new residential structures in which undergrounding is required by the City, the builder, subdivider, or developer of such structure at his sole expense, shall provide, in accordance with COUNTRY CABLE LLC's current specifications all conduits, trenches to buildings' point of entry, from the boundary of the development, back fill, and restoration of trench area.

H. Moving of E.L. AUTOMATION, INC. Property. E.L. AUTOMATION, INC. will, upon reasonable notice from the City, protect, support, temporarily disconnect or relocate its property in the same street when required by the City or State by reason of traffic conditions, public safety, street closing, or abandonment, highway or street construction, change or establishment of street grade, installation of sewer drains, water pipes, power lines, signals lines, or any other types of structure or improvements.

Section 8. Use of City Utility Poles.

The City is the owner and operator of an electrical power distribution system within the City and certain areas adjacent to the City limits, E.L. AUTOMATION, INC.'s use of the City's power poles is and will be subject to and governed by separate agreement of the parties. The grant of this franchise to E.L. AUTOMATION, INC. is not a grant of a right to use the City's power distribution poles and system.

Section 9. Signal Quality Requirements.

The Grantee shall:

- A. Picture: Produce a picture, whether in black and white or in color, that is undistorted, free from ghost images, and accompanied with proper sound on typical standard production TV sets in good repair, and as good as the state of the industry allows, PROVIDED, HOWEVER, that the Grantee shall only be responsible for the quality as good as received at the head end.
- B. Signal: Transmit signals of adequate strength to produce good pictures with good sound at all outlets without causing cross-modulation in the cable or interfering with other electrical systems.
- C. Malfunctions: Limit failure to a minimum by locating and correcting malfunctions promptly on the Grantee's system. Commencing location of the malfunction shall not be longer than four (4) hours from the time Grantee receives the report of a problem. Grantee will expeditiously continue to locate and thereafter correct the malfunction once location search has commenced.
- D. Demonstration: Demonstrate by instruments and otherwise to subscribers that a signal of adequate strength and quality is being delivered.
- E. Confinement: The grantee shall confine the signal to within the cable without undesirable radiation from the cable. The Grantee shall not use the frequencies from 108MHZ (High end of MF-BC band) to 174MH2 (Ch. 7) or from 216MH2 (Ch. 13) to 470MH2 unless adequately shielding converters are

supplied their customers to prevent interference from PCC licensed stations legally using these frequencies. The Grantee shall be responsible financially and otherwise for any interference.

- F. Lack of Continuous Service: In the event a customer is without service for a continuous period of 48 hours or more, other than by act of God, Grantee shall refund to such customer an amount equal to the pro rata sum of the hours lost against the total available hours of service that month. "Continuous" includes short periods of service not exceeding thirty (30) minutes, which may occur during maintenance and repair work.

Section 10. Conduct of Operation.

- A. E.L. AUTOMATION, INC. will render efficient Cable Service, make repairs promptly, and interrupt Cable Services only for good cause and for the shortest time possible. E.L. AUTOMATION, INC. will use reasonable efforts to assume that such interruptions will occur during periods of minimum system use.
- B. E.L. AUTOMATION, INC. shall comply with all Federal Communications Commission rules and regulations, both present and future.
- C. If, for any reason, be it accidental, natural disaster, or other cause, E.L. AUTOMATION, INC.'s distribution lines become broken, exposed, dislodged from poles, or the poles become damaged or destroyed, E.L. AUTOMATION, INC. will promptly and expeditiously restore the lines to its proper position and repair, working in cooperation and in conjunction with other users of the poles.

Section 11. Public Service Connections.

- A. Connections. E.L. AUTOMATION, INC. shall provide without charge, one (1) service outlet to each fire station, school, and police station within the City, and to City Hall, the County Library, the County Courthouse, the Restorium, the Nursing Home, and to the Hospital; provided, however, that if it is necessary to extend E.L. AUTOMATION, INC.'s trunk or feeder lines more than five hundred (500) feet solely to provide service to any such school or public building, that school or institution shall have the option of paying E.L. AUTOMATION, INC.'s direct cost for such extension in excess of five hundred (500) feet. If this option is not exercised E.L. AUTOMATION, INC. shall be released from the obligation to provide service to such buildings. Further, E.L. AUTOMATION, INC. shall be permitted to recover from any public or private

building owner entitled to free service, the direct cost of installing more than one (1) outlet, or concealing inside wiring, or a service outlet requiring more than two hundred fifty (250) feet of drop cable. No more than one (1) television set can be operated from each such outlet.

B. Outlet. There shall be one channel reserved for local access.

Section 12. Emergency Use of Facilities.

In the case of any emergency or disaster, E.L. AUTOMATION, INC. shall, upon request of the Mayor, make its facilities available to the City for emergency use during the emergency or disaster period, without charge to the City.

Section 13. Other Business Activities.

- A. No Related Business. Neither E.L. AUTOMATION, INC. nor any shareholder of E.L. AUTOMATION, INC. shall directly or indirectly engage in the business of selling, repairing, or installing television receivers, radio receivers, or accessories for such receivers, within the City of Bonners Ferry, during the term of this franchise and E.L. AUTOMATION, INC. shall not allow any of its shareholders to so engage in such business.
- B. Franchise Limits. The Franchise authorizes only the operation of a cable television system as provided for herein, and it does not take the place of any other franchise, license, or permit, which might be required by law of E.L. AUTOMATION, INC..
- C. Care. E.L. AUTOMATION, INC. shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failure and accidents which are likely to cause damage, injuries, or nuisances to the public.
- D. Code Compliance. E.L. AUTOMATION, INC. shall install and maintain its wires, cables, fixtures, and other equipment in accordance with the requirements of the National Electric Safety Code promulgated by the National Bureau of Standards and the National Electrical Code of the National Board of Fire Underwriters, and other applicable governmental regulations, (all as they may be amended from time to time) and in such manner that they will not interfere with any installations of the City of Bonners Ferry or a public utility serving the City.
- E. Maintenance. All structures and lines, equipment, and connections, in over, under, and upon the streets, sidewalks, alleys, and public ways or places

of the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good order and repair.

Section 14. Insurance and Indemnification.

- A. By its acceptance of this Franchise, E.L. AUTOMATION, INC. specifically agrees that it will pay all damages and penalties which the City may legally be required to pay which result from any negligent operation of the Cable Television System on the part of E.L. AUTOMATION, INC.. These damages or penalties shall include, but shall not be limited to, damages arising out of copyright infringements, and all other damages arising out of the installation, operation, or maintenance of the Cable Television System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.
- B. E.L. AUTOMATION, INC. will indemnify and hold harmless the City, its officers and employees, from and against any and all claims, demands, actions, suits, and proceedings by others, and against all liability to others arising out of the negligence of E.L. AUTOMATION, INC. in the construction and operation of its Cable Television System in the City, provided that the City gives E.L. AUTOMATION, INC. prompt notice in writing of any such claims, demands, actions, suits, and proceedings, without limitation.
- C. The City, to the extent provided by the statutory and common law of the State of Idaho and by the Constitution of the State of Idaho, will be responsible for acts of negligence or breach of obligation committed by the City for which the City is legally responsible, subject to any and all defenses and limitation of liability provided by law. This provision does not and shall not be construed as a waiver, relinquishment, or abrogation of the statutory limitation of liability available to the City. This paragraph in no way waives the City's limited right of sovereign immunity of protection under the applicable statutory limitation of liability available to municipalities generally in this State.
- D. E.L. AUTOMATION, INC. shall maintain in full force and effect for the Term of this Franchise, at E.L. AUTOMATION, INC.'s expense a comprehensive liability insurance policy with the City named as an insured, written by a company authorized to do business in the State of Idaho, protecting the City against liability for loss, personal injury, and property damage occasioned by the operation of the Cable Television System by E.L. AUTOMATION, INC. in an amount not less than the greater of ONE MILLION DOLLARS (\$1,000,000.00). However, risks of the City governed by Chapter 9, Title 6,

Idaho Code, any policy of insurance shall provide the City with coverage limits equal to the limit of their liability therein and nothing in this agreement shall relieve the claimant of complying with the procedures set forth therein. Evidence in the form of a certificate of insurance shall be provided to the City upon request. A copy of the policy will be sent to and maintained by the City.

Section 15. Unauthorized Connections or Modifications.

- A. It is unlawful for any Person to willfully interfere, tamper, remove, obstruct, or damage any part, segment, or content of the Cable Television System for any purpose whatsoever.
- B. Any person convicted of a violation of this section will be subject to the maximum penalty allowed by Federal, State, and local law including the penalties generally applicable to violations of City ordinances. The City agrees to cooperate with E.L. AUTOMATION, INC. on the prosecution of any such violations.

Section 16. Franchise Fees.

E.L. AUTOMATION, INC. will pay to the City quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of E.L. AUTOMATION, INC.'s annual Gross Revenue of cable television operations ("Franchise Fee"). The Franchise Fee will be determined to reimburse the City for the rights granted herein and for all costs of regulation and administration of the Franchise.

Section 17. Records and Reports.

- A. Copies of all petitions, applications, and communications submitted by E.L. AUTOMATION, INC. and directly related to E.L. AUTOMATION, INC.'s Franchise to the Federal Communications Commission, Securities and Exchange Commission, or any other Federal or State regulatory commission or agency having jurisdiction in respect to any matters affecting cable television operations authorized pursuant to this Franchise, shall be submitted to the City upon request.
- B. The City shall have the right to inspect E.L. AUTOMATION, INC.'s books and records directly related to E.L. AUTOMATION, INC.'s Franchise Fee and E.L. AUTOMATION, INC.'s Proof of Performance tests.
- C. E.L. AUTOMATION, INC. shall maintain maps and plats of the Cable Television System and shall update these maps and plats to reflect changes in

the system, copies of which shall be made available to the City for review upon written request.

Section 18. Franchise Renewal.

Upon completion of the term, the City may grant renewal of this Franchise in accordance with the procedures for franchise renewals set forth in the Cable Communications Policy Act of 1984 and Television Consumer Protection and Competition Act of 1992, and the applicable laws of the State of Idaho for granting a franchise by the City.

Section 19. Transfer of Franchise.

E.L. AUTOMATION, INC. shall not transfer this Franchise to another Person, except to a company controlling or controlled by or under common control with E.L. AUTOMATION, INC. without prior written notice to and approval by the City, which approval shall not be unreasonably withheld.

Section 20. Termination and Cancellations.

- A. In addition to all other rights and powers pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right, after sixty (60) days' notice to E.L. AUTOMATION, INC. and the opportunity of E.L. AUTOMATION, INC. to (a) cure any alleged Franchise violation within the sixty (60) day period following such notice and (b) to be heard before the City Council, to terminate and cancel this Franchise and all rights and privileges of E.L. AUTOMATION, INC. hereunder in the event that E.L. AUTOMATION, INC.:
- i. Willfully fails to reasonably carry out any material provision of this Franchise of any material rule, order, or determination of the City pursuant to this Franchise after notice and opportunity to cure and be heard has been given as set forth above;
 - ii. Files a proceeding in bankruptcy seeking general protection from its creditors or is otherwise adjudicated bankrupt; or
 - iii. Imposes charges or rates for service to facilities owned and operated by the City of Bonners Ferry, County of Boundary, State of Idaho, or Boundary County School District #101 not previously approved by the City Council after notice and opportunity to cure and be heard has been given as set forth above.
- B. Such termination and cancellations by the City shall be by ordinance duly adopted after sixty (60) days' notice to E.L. AUTOMATION, INC. and shall in

no way affect any of the City's rights under this Franchise or any other provision of law.

- C. In addition to all other rights and remedies of E.L. AUTOMATION, INC. available under this Franchise, applicable law, or otherwise, E.L. AUTOMATION, INC. is entitled to terminate and cancel this Franchise anytime and for any reason upon sixty (60) days' notice to the City and, upon such termination and cancellation, E.L. AUTOMATION, INC. shall have no further obligation or liability for the operation of a Cable Television or other telecommunications systems within the City's boundaries, except E.L. AUTOMATION, INC. shall:
- i. Promptly pay to the City any undisputed Franchise Fee due and owing to the City as of the date of termination in connection with E.L. AUTOMATION, INC.'s operation of its Cable Television System under this Franchise prior to the date of termination of this Franchise; and
 - ii. Restore, reconstruct, or repair any Streets and any sewer, gas, or water main, or pipe or fire alarm destroyed by E.L. AUTOMATION, INC. prior to the date of termination of this Franchise in the exercise of its rights under this Franchise.

Section 21. Miscellaneous.

- A. The right is hereby reserved by the City to adopt, in addition to the provisions contained herein and in existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of its police power.
- B. The right is hereby reserved by the parties to this Agreement to enter into additional modifications, terms or conditions to this Agreement as necessary. Such modifications or agreements shall only be in writing and signed by both parties and shall not affect the applicability of any other provisions of this Ordinance.
- C. If any section, subsection, sentence, clause, phrase, or portion of this Franchise is for any reason held invalid or unconstitutional by any court of competent jurisdiction such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions hereof.
- D. The City acknowledges that acceptance of the terms and conditions of this Franchise will not constitute, or be deemed to constitute, a waiver, either

expressed or implied, by E.L. AUTOMATION, INC. of any constitutional or legal right which E.L. AUTOMATION, INC. may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The City acknowledges that E.L. AUTOMATION, INC. hereby reserves its rights under applicable Federal and State Constitutions and law.

- E. All notices or correspondence to be served upon the City or E.L. AUTOMATION, INC. by the other party shall be in writing and delivered by first class mail, postage prepaid or by facsimile or by a nation express mail service.

Notices to the City shall be addressed as follows:

Clerk
City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805
Fax: (208) 267-4375

Notices to E.L. AUTOMATION, INC. shall be addressed as follows:

E.L. Automation, Inc.
64 Automation Lane
Bonners Ferry, ID 83805

The City and E.L. AUTOMATION, INC. may designate such other address or addresses from time to time by giving written notice to the other as set forth above.

Section 22. Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Federal or State court of administrative or governmental agency of competent jurisdiction, specifically including the Federal Communications Commission, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions hereof.

Section 23. Publication Costs.

E.L. AUTOMATION, INC. shall assume the costs of publication of this Ordinance as such publication is required by law. A bill for publication costs shall be presented to E.L. AUTOMATION, INC. by the City Clerk upon E.L. AUTOMATION, INC.'s filing of acceptance and shall be paid at that time.

Section 24. Effective Date.

This Ordinance shall be in full force and effect upon its publication, passage, and approval as provided by the laws of the State of Idaho, and the filing of E.L. AUTOMATION, INC.'s acceptance of the terms of this Ordinance with the City Clerk. Passage of the ordinance by Council shall not be made until thirty (30) days after this Ordinance was introduced at City Council, and publication will be complete after one publication in the Bonners Ferry Herald, a newspaper of general circulation within the geographic limits of the City of Bonners Ferry.

IT IS FURTHER ORDAINED, that all ordinances or parts of ordinances, inconsistent with this ordinance, to the extent of such inconsistency are hereby repealed.

CITY OF BONNERS FERRY, IDAHO

First Reading: _____

By: _____
David Sims, Mayor

Second Reading: _____

ATTEST:

Kris Larson, City Clerk

E.L. AUTOMATION, INC. hereby accepts the within Franchise and agrees to be bound by and comply with the provisions contained herein.

E.L. AUTOMATION, INC..

By: _____

Title: _____

SWORN before me this _____ day of _____, 2016.

NOTARY PUBLIC for the State of _____
Residing at: _____
Commission expires: _____

MEMO

CITY OF BONNERS FERRY
Admin/Engineering

Date: August 2, 2016
To: City Council
From: Mike Klaus
Subject: **Moyie Powerplant Unit 2 Repair - Final Pay Application**

Attached is the final pay request from Riverside Inc for work associated with the Unit #2 repair at the Moyie Hydro. I recommend payment of the request for \$22,429. This project was successfully completed, and Unit 2 is operating well.

Please call me with any questions you may have.

Thank you,



Mike



Invoice

PO Box 720 Parma, Idaho 83660
 Office 208.722.6731 Fax 208.722.6736
 Email riverside@rsicorp.net

Customer Number CITY BONNERS	Invoice Number MRI1323
Contact	Order Date 1/12/2016
	Shipped Date 5/12/2016
	Invoice Date 5/12/2016

Bill To

CITY OF BONNERS FERRY
 c/o CITY HALL
 Attn: MIKE KLAUS
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805
 (208) 267-3105 x

Ship To

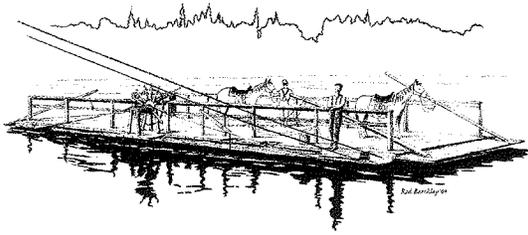
CITY OF BONNERS FERRY
 PO BOX 149
 7232 MAIN ST
 BONNERS FERRY, ID 83805
 (208) 267-3105 x

Ship Via BESTWAY	Terms Due On Receipt	Salesperson House Employee	Customer PO	Original Order # 4-013826
---------------------	-------------------------	-------------------------------	-------------	------------------------------

Product ID	Qty	Ship	Description	Sales Price	Total
LABOR	1	1	HYDRO MECH. LABOR (TRAVEL, INSTALL AND TEST) FINAL BILLING FOR UNIT 2 REPAIRS	22,429.00	22,429.00

Subtotal:		22,429.00
Freight:		0.00
Other:		0.00
0.0000 %	Sales Tax 1:	0.00
0.0000 %	Sales Tax 2:	0.00
Total:		22,429.00

Thank You!



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER/ADMIN

Date: August 2, 2016
To: City Council
From: Mike Klaus, City Engineer/Admin
Subject: Augusta St. Sidewalk Project - KG&T Septic Pay Application #1

Attached with this memo is KG&T's Pay Application #1 for the Augusta St project. I have reviewed the quantities completed, and recommend payment in the amount of \$121,358.51.

Thank you,

Mike

City of Bonners Ferry - Augusta St Sidewalk Project
 Idaho Federal Aid Project No, A018(809)

KG&T Pay Application #1

ITD Key Number: 18809

DIVISION 200		Total Bid			Pay Application #1		
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
201.4.1.A.1	Clearing and Grubbing	LS	1	\$ 2,326.57	\$ 2,326.57	1	\$ 2,326.57
201.4.1.C.2	Removal of Obstructions	LS	1	\$ 976.57	\$ 976.57	1	\$ 976.57
201.4.1.E.1	Removal of Storm Pipe	LF	257	\$ 4.89	\$ 1,256.73	200	\$ 978.00
201.4.1.F.1	Removal of Storm Catch Basin	EA	1	\$ 696.57	\$ 696.57	1	\$ 696.57
201.4.1.G.1	Removal of Storm Drain Manhole	EA	1	\$ 696.57	\$ 696.57	1	\$ 696.57
202.4.1.D.1	Excavation	LS	1	\$ 3,796.57	\$ 3,796.57	1	\$ 3,796.57

DIVISION 600 - CULVERTS		Total Bid			Pay Application #1		
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
601.4.1.A.5	10" Storm Drain Pipe, ASTM D3034 SDR 35 PVC	LF	142	\$ 43.65	\$ 6,198.30		\$ -
601.4.1.A.17	12" Storm Drain Pipe, Type S Corrugated Polyethylene (CPP)	LF	114	\$ 58.23	\$ 6,638.22	67	\$ 3,901.41
601.4.1.A.17	18" Storm Drain Pipe, Type S Corrugated Polyethylene (CPP)	LF	327	\$ 41.91	\$ 13,704.57	232	\$ 9,723.12
601.4.1.A.17	24" Storm Drain Pipe, Type S Corrugated Polyethylene (CPP)	LF	908	\$ 47.58	\$ 43,202.64		\$ -
601.4.1.A.17	36" Storm Drain Pipe, Type S Corrugated Polyethylene (CPP)	LF	20	\$ 196.27	\$ 3,925.40		\$ -
602.4.1.A.1	Storm Drain Manhole - Type A	EA	8	\$ 3,627.10	\$ 29,016.80	4	\$ 14,508.40
602.4.1.A.1	Storm Drain Manhole - Type B	EA	1	\$ 5,228.09	\$ 5,228.09		\$ -
602.4.1.F.1	Catch Basin, Type III	EA	8	\$ 1,059.19	\$ 8,473.52	4	\$ 4,236.76
602.4.1.G.1	Inlet - Type Inline Drain	EA	2	\$ 3,711.93	\$ 7,423.86		\$ -

DIVISION 700 - CONCRETE		Total Bid			Pay Application #1		
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT

706.4.1.A.3	6 inch Vertical Curb (No Gutter), incl. Base	LF	1634	\$ 22.37	\$ 36,552.58	\$ -
706.4.1.A.5	Standard 6 inch Vertical Curb and Gutter, incl. Base	LF	74	\$ 62.32	\$ 4,611.68	\$ -
706.4.1.B.1	Concrete Valley Gutter, incl. Base	LF	152	\$ 41.34	\$ 6,283.68	\$ -
706.4.1.E.1	Concrete Sidewalk, incl. Base	SY	1229	\$ 41.00	\$ 50,389.00	\$ -
706.4.1.F.1	Concrete Driveway Approaches, incl. Base	SY	102	\$ 93.00	\$ 9,486.00	\$ -
706.4.1.F.1	Concrete Driveway Approaches, With Rebar Reinforcement, incl. Base	SY	119	\$ 85.00	\$ 10,115.00	\$ -
706.4.1.H.1	Ped. Ramp w/ Detectable Warning, Type "STANDARD", incl. Base	EA	6	\$ 322.00	\$ 1,932.00	\$ -
706.4.1.H.1	Ped. Ramp w/ Detectable Warning, Type "MID-BLOCK", incl. Base	EA	1	\$ 322.00	\$ 322.00	\$ -
706.4.1.H.1	Ped. Ramp w/ Det. Warning, Type "RAISED CROSSWALK", incl. Base	EA	1	\$ 322.00	\$ 322.00	\$ -
706.4.1.I.1	Curb Drain, incl. Base	EA	19	\$ 437.68	\$ 8,315.92	\$ -

DIVISION 800 - AGGREGATES		Total Bid			Pay Application #1		
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
802.4.1.B.1	Crushed Aggregate for Base Type I	TON	231	\$ 31.10	\$ 7,184.10		\$ -
806.4.1.B.1	Diluted Emulsified Asphalt for Tack Coat	GAL	174	\$ 3.00	\$ 522.00		\$ -
810.4.1.A.1	Plant Mix Pavement - 0.10' Leveling Course, incl. Base	SF	7926	\$ 0.75	\$ 5,944.50		\$ -
810.4.1.A.1	Plant Mix Pavement - 0.13' Overlay	SF	28570	\$ 0.73	\$ 20,856.10		\$ -
810.4.1.A.1	Plant Mix Pavement - 0.23' New Construction, NOT incl. Base	SF	12150	\$ 1.20	\$ 14,580.00		\$ -
810.4.1.A.1	Plant Mix Pavement - Approach Type "B" 0.17' Residential incl. Base	SF	1626	\$ 1.45	\$ 2,357.70		\$ -
810.4.1.A.1	Plant Mix Pavement - Approach Type "B" 0.23' Commercial incl. Base	SF	1980	\$ 1.75	\$ 3,465.00		\$ -

DIVISION 1000 - CONSTRUCTION				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
1001.4.1.A.1	Sediment Control	LS	1	\$ 2,279.94	\$ 2,279.94		\$ -
1005.4.1.B.1	Temporary Hydromulching	SY	2211	\$ 0.67	\$ 1,481.37		\$ -
1007.4.1.A.1	Topsoiling (2" Depth)	SY	2211	\$ 0.48	\$ 1,061.28		\$ -
1007.4.1.B.1	Seeding	SY	2211	\$ 1.58	\$ 3,493.38		\$ -

DIVISION 1100 - TRAFFIC				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 1,306.57	\$ 1,306.57		\$ -
1104.4.1.A.1	Painted Pavement Markings	SF	190	\$ 7.55	\$ 1,434.50		\$ -
1104.4.1.C.1	Obliterate Existing Pavement Markings	SF	126	\$ 13.94	\$ 1,756.44		\$ -
1106.4.1.A.1	Rectangular Rapid Flashing Beacon	LS	1	\$ 1,327.07	\$ 1,327.07		\$ -

DIVISION 2000				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
2010.4.1.A.1	Mobilization	LS	1	\$ 2,056.57	\$ 2,056.57	1	\$ 2,056.57
2030.4.1.B.1	Storm Drain Structure, Adjust to Grade	EA	2	\$ 1,043.03	\$ 2,086.06		\$ -
2040.4.1.A.1	Fence, Type 4' Chain Link	LF	464	\$ 18.64	\$ 8,648.96		\$ -

BASE BID TOTAL \$ 343,732.38

\$ 43,897.11

DIVISION 300 - TRENCHING		Total Bid	Pay Application #1

Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
303.4.1.A.1	Exploratory Excavation	HR	8	\$ 383.22	\$ 3,065.76	8	\$ 3,065.76

DIVISION 500 - SEWER				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
505.4.1.B.1	Pressure Sewer Pipe - 6-inch HDPE (incl. bedding)	LF	175	\$ 59.15	\$ 10,351.25	175	\$ 10,351.25
505.4.1.B.1	Pressure Sewer Pipe - 6-inch D.I. (incl. bedding)	LF	45	\$ 175.76	\$ 7,909.20	45	\$ 7,909.20
505.4.1.C.1	Pressure Sewer Cleanout	EA	2	\$ 6,153.19	\$ 12,306.38	2	\$ 12,306.38
505.4.1.D.1	Pressure Sewer Pipe - 6-inch HDPE - Dual Trench (incl. excavation, bedding, and backfill)	LF	910	\$ 40.06	\$ 36,454.60	910	\$ 36,454.60
505.4.1.E.1	Tie-In to Existing Force Main	EA	1	\$ 2,314.29	\$ 2,314.29	1	\$ 2,314.29
505.4.1.F.1	Lift Station Piping	LS	1	\$ 7,855.77	\$ 7,855.77	1	\$ 7,855.77
505.4.1.G.1	6-Inch Sewer Gate Valve	EA	1	\$ 2,534.87	\$ 2,534.87	1	\$ 2,534.87

DIVISION 1000 - CONSTRUCTION BMP'S				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
1001.4.1.A.1	Sediment Control	LS	1	\$ 1,631.07	\$ 1,631.07		\$ -

DIVISION 1100 - TRAFFIC SIGNALS AND LIGHTING				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
1103.4.1.A.1	Construction Traffic Control	LS	1	\$ 1,102.82	\$ 1,102.82		\$ -

DIVISION 2000 - MISCELLANEOUS				Total Bid		Pay Application #1	
Item #	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	Amount	QUANTITY	AMOUNT
2010.4.1.A.1	Mobilization	LS	1	\$ 1,056.57	\$ 1,056.57	1	\$ 1,056.57

Total
This Period
\$ 83,848.69

Alternate A Total \$ 86,582.58

Base Bid Total	\$ 343,732.38
----------------	---------------

\$ 43,897.11

Total Amount This Period

\$ 127,745.80

CITY OF BONNERS FERRY, ID

Printed: 07/29/2016

Due: 08/12/2016

Acct: 67331-06 Name: FRANCIS A GARNER
Service Address: 7215 MAIN ST APT 1

Read Type: Current Reading: Previous Reading: Usage:

WATER 0 / / 0 / / 0
ELECTRIC 10613 06/30/2016 10574 06/16/2016 39

Service Charges Past-Due Balance

ELECTRIC 7.07 0.00 7.07

OVERPAYMENT -200.00 0.00 -200.00
TOTALS: -192.93 0.00 -192.93

>>>> DO NOT PAY <<<<

>>>> CREDIT BALANCE \$ -192.93 <<<<

FRANCIS A GARNER
442 DAYBREAK RD
BONNERS FERRY ID 83805



7/27/2016

City of Bonners Ferry
PO Box 149
Bonners Ferry, ID 83805

Dear Mayor Anderson,

Please find the enclosed Invoice # 18809-05; Progress Report #1 for KN 18809, Agreement 94070; Augusta Street Sidewalks from HMH, LLC. We have reviewed the invoice for accuracy.

If you agree, please sign on page 2 of 2 of Form 771, in the space labeled: "Second Reviewer," and pay HMH, LLC \$1,650.03. Also, please fill out the section "Consultant Performance," and send copy to the consultant.

Upon issuance of the check, please email the entire packet back to us with a copy of your check to HMH, LLC and we will reimburse you your portion.

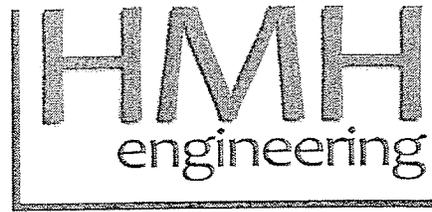
If you have any questions, please feel free to contact me directly.

Thank you,

G. Brands

Gregory Brands, P.E.
208-772-1274

Gregory_Brands@ITD.Idaho.gov
Jenny_Klein@itd.idaho.gov



July 27, 2016 ✓

Greg Brands, PE
ITD District 1
600 West Prairie Ave
Coeur d'Alene, ID 83815

RE: AUGUSTA ST SIDEWALK, BONNERS FERRY
Project A018(809); Key No. 18809 ✓

Subject: Invoice Number 18809-05

Dear Greg,

Enclosed in Invoice Number 18809-05 for professional services rendered for the above referenced project. This invoice also includes backup for the justification of the charges.

The current invoice amount is \$1,650.03. The total amount invoiced to date is \$1,650.03 (20%) out of the budget of \$8,000 for Engineer of Record Services/Supplemental #2. Thank you for the opportunity to serve you on this project and if you have any questions on this subject, please contact me at 651-4152.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Olson".

Eric Olson, PE
Project Manager

A handwritten mark or signature in black ink, consisting of a few strokes.

CONSULTANT
 PROJECT NAME
 PROJECT NUMBER
 KEY NUMBER

HMH Engineering, LLC.
 AUGUSTA STREET, BONNERS FERRY, IDAHO
 A018(809)
 18809

A. SUMMARY ESTIMATED MAN-DAY COSTS

		Man-Days	=	Man-Hours	@	Hrly Rate	=	Raw Labor Cost
1	Shawn Metts, PE	0.0	=	0	@	\$47.12	=	\$ -
2	Eric Olson, PE	1.9	=	15.5	@	\$43.00	=	\$ 666.50
3	Dan Larson, PE	0.0	=	0	@	\$40.00	=	\$ -
4	Wes Miller, EIT	0.0	=	0	@	\$24.50	=	\$ -
5	Carla Redline	0.0	=	0	@	\$25.00	=	\$ -
TOTAL RAW LABOR COST							=	\$666.50

B. PAYROLL, FRINGE BENEFIT COSTS & OVERHEAD

Total Raw Labor Cost		Approved Overhead Rate	
\$666.50	X	110.48%	= \$736.35

C. NET FEE

Total Raw Labor & Overhead		NET FEE**	
\$1,402.85	X	12%	= \$168.34

D. FCCM

Total Raw Labor Cost		Approved FCCM Rate	
\$666.50	X	0.00%	= \$0.00

TOTAL LABOR \$1,571.19

E. OUT-OF-POCKET EXPENSE SUMMARY

		Estimated Amount	@	Unit Cost	=	Estimated Expense
1	* MILEAGE (miles)	146	@	\$ 0.540	=	\$ 78.84
2	PRINTING	0	@	\$ 0.10	=	\$ -
3	* LODGING (Days)	0	@	\$ 2.00	=	\$ -
4	* MEALS (Days)	0	@	\$ 1.00	=	\$ -
TOTAL ESTIMATED EXPENSE						= \$ 78.84

F. SUBCONSULTANTS

1 =
 2 =

TOTAL = \$1,650.03

* As per the "FEDERAL PER DIEM RATES FOR IDAHO"

** Negotiated % Fee



Professional Agreement Invoice and Progress Report

ITD 0771 (Rev. 11-11)

itd.idaho.gov

Idaho Transportation Department

This page must be filled out monthly by the Consultant and forwarded to the Agreement Administrator with the monthly invoice. If necessary, attach additional sheets for continuation.

Key Number 18809 ✓	Project Number A018(809)	Project Name AUGUSTA STREET, BONNERS FERRY		Date 7/27/16 ✓
Agreement Administrator Greg Brands, PE		Progress Report Number 05 1	Agreement Number 94070 ✓	
Consultant's Name HMH Engineering, llc			Report/Billing Period (From and To) 06/20 - 07/07/16 ✓	
Certification of Payment Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Date 7/27/16	PSA Number 1	Invoice Number 18809-05 ✓	
Describe Work Accomplished During the Month (List DOH Major Activities that were in progress during this period and estimate the remaining time for each.) Reviewed contractor material submittals and answered questions from contractor and local sponsor.				
Summarize Work Completed to Date (Milestones Completed and Dates) (List DOH Major Activities that were completed, including completion dates.) See above. 20% of budget expended.				
List Information Required from ITD to Avoid Delays None				
List Changes in Scope or Complexity that Requires a Supplemental Agreement or Time Adjustments None				
Printed Name Eric Olson, PE		Title Project Manager		Consultant's Signature

Professional Agreement Invoice and Progress Report

ITD 0771 (Rev. 11-11)

Idaho Transportation Department

itd.idaho.gov

Status Report **This page must be completed by the Agreement Administrator**

A completed status report must accompany all Agreement invoices recommended for payment. The requested percentage of progress measurements for this report/billing period are required.

Key Number 18809	Program Number T151650	Progress Report Number 1	Agreement Number 94070
Agreement Time 163	Time Passed 17	Percent of Agreement Time Elapsed 10 %	Percent of Work Completed 20 %
Original Agreement Amount \$8K	Supplemental(s) \$0	Current Agreement Amount \$ 8K	Payments (Including this Payment) \$ 1,650.03
Percent of Agreement Dollars Paid 20 35 %			
Certification of Payment Submitted <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Certification Date 7/27/16	Fixed Fee \$168.34	To Date \$168.34
Negotiated \$808.00			
If There is a Significant Variance Between the Percentages, Please Explain			
Consultant Invoice Number 18809-05		This Payment Amount \$1650.03	
Report Reviewed By G. Brands			Review Date 7-28-16

Consultant Performance **To Be Completed Monthly by the Agreement Administrator**

Work planned for this period was completed <input type="checkbox"/> Yes <input type="checkbox"/> No	Quality of work was completed satisfactory <input type="checkbox"/> Yes <input type="checkbox"/> No	Discussed performance with Consultant <input type="checkbox"/> Yes <input type="checkbox"/> No
Explain		
Performance: Describe the Consultants performance during this period		

- Progress Payment:** I certify that the Agreement provisions have been reviewed, the invoice amount checked, progress is substantiated, significant material expenses have support documentation (receipts), and the costs billed are project related and represent the work accomplished. I hereby approve the progress estimate for payment.
- Final Payment:** I certify that all work under the terms of the Agreement has been satisfactorily completed, any capital assets acquired have been delivered or value received, an affidavit of indebtedness received, and the project reviewed or audited and costs verified for work performed. I hereby approve final payment under the Agreement.

Agreement Administrator's Signature G. Brands	Date 7-26-16	Second (Independent) Reviewer's Signature
--	-----------------	---

Distribution: DRI (Original) - Project File

Copy - Prime Consultant

REVIEWED
By Jenny Klein at 1:03 pm, Jul 28, 2016

PROFESSIONAL SERVICES AUTHORIZATION and INVOICE SUMMARY



Consultant: HMH, LLC

Agreement No: 94070

Billing Ref No: 9407001

Authorization No: 1

Agreement Amounts	
Original Agreement:	\$8,000.00
Additional Services:	\$0.00
Supplementals:	\$0.00
TOTAL:	\$8,000.00

Consultant Invoice No: 18809-05

PROJECT	<u>Key No.</u>	<u>Project No.</u>	<u>Route</u>	<u>Location</u>
	18809	A018(809)	OFFSYS	AUGUSTA ST SIDEWALK, BONNERS FERRY

This document authorizes services to be performed as described below:

<u>Number</u>	<u>Description</u>	<u>Amount</u>
18809	Engineer of Record Services	\$8,000.00

Compensation for Services Shall not Exceed: \$8,000.00

Which Increases the Total Authorization Amount to \$8,000.00

Authorization Issued (Agreement Administrator)

Authorization Accepted (Consultant)

	6/20/16
Signature	Date

	6/20/16
Signature	Date

Authorized Amount	Previous Invoices	This Invoice	Total to Date	Balance Authorized
\$8,000.00	\$0.00	\$1,650.03	\$1,650.03	\$6,349.97

Payment Requested (Consultant)

Payment Recommended (Agreement Administrator)

	7/27/16
Signature	Date

G. Brands	7-26-16
Signature	Date

K



HMH Engineering, LLC
 1302 W. Hayden Ave.
 Hayden, ID 83835

Invoice

Date	Invoice #
7/19/2016	18809-05

Bill To
ITD District 1 Office 600 West Prairie Cocur d'Alene, ID 83815

HMH Project #
D1518809 Augusta St., Bonners Ferry - EOR

Date	Staff	Bill Hours	Description	Bill Rate	Labor Cost
6/20/2016	Eric Olson, P. E.	2	Submittal Review	43.00	86.00
6/21/2016	Eric Olson, P. E.	0.5	Materials Questions	43.00	21.50
6/22/2016	Eric Olson, P. E.	3.2	Submittal Review	43.00	137.60
6/22/2016	Eric Olson, P. E.	0.3	Mike Klaus Phone Call	43.00	12.90
6/23/2016	Eric Olson, P. E.	2.3	Submittal Review	43.00	98.90
6/23/2016	Eric Olson, P. E.	0.1	Mike Klaus Phone Call	43.00	4.30
6/27/2016	Eric Olson, P. E.	3	Submittal Review	43.00	129.00
6/28/2016	Eric Olson, P. E.	2	Submittal Review	43.00	86.00
6/29/2016	Eric Olson, P. E.	0.5	City/Survey Requests	43.00	21.50
6/30/2016	Eric Olson, P. E.	0.3	City/Survey Requests	43.00	12.90
7/5/2016	Eric Olson, P. E.	0.3	Construction Calls, E-mails	43.00	12.90
7/7/2016	Eric Olson, P. E.	1	Site Meeting	43.00	43.00
7/6/2016			Eric O: Mileage 6/20/16 146 miles	78.84	78.84
7/19/2016	Approved OH Rate		110.48%	736.35	736.35
7/19/2016	Net Fee		12%	168.34	168.34
Total					\$1,650.03

1:23 PM
07/19/16

HMH Engineering, LLC
Time by Job Detail
June 20 through July 10, 2016

Date	Name	Billing Status	Duration
Idaho Transportation Department:D1518809 Augusta St., Bonners Ferry - EOR			
BASE:Eric Olson, P. E.			
06/20/2016	Eric Olson	Unbilled	2.00
06/21/2016	Eric Olson	Unbilled	0.50
06/22/2016	Eric Olson	Unbilled	3.20
06/22/2016	Eric Olson	Unbilled	0.30
06/23/2016	Eric Olson	Unbilled	2.30
06/23/2016	Eric Olson	Unbilled	0.10
06/27/2016	Eric Olson	Unbilled	3.00
06/28/2016	Eric Olson	Unbilled	2.00
06/29/2016	Eric Olson	Unbilled	0.50
06/30/2016	Eric Olson	Unbilled	0.30
07/05/2016	Eric Olson	Unbilled	0.30
07/07/2016	Eric Olson	Unbilled	1.00
Total BASE:Eric Olson, P. E.			15.50
Total Idaho Transportation Department:D1518809 A...			15.50
TOTAL			15.50

Mileage Log
 HMH Engineering, LLC.

Name: Eric Olson
 Date: 6/30/2016

D1518809

Authorized: _____

Date	Origin	Destination	Odometer Reading		Distance	Billable y/n	Project #	Purpose of trip
			Start	End				
6/2/2016	HMH	Taylor's/Hayden Lake			7	N	D14006 Taylor Residence	Site Meeting
6/6/2016	HMH	City of Ponderay			90	N	M13001GEN Ponderay General Services	Office Visit/Council Meeting
6/7/2016	HMH	CDA Resort			14	N	M13001U Sand Creek Bridge	ROW Negotiation Meeting
6/8/2016	HMH	Bonnors Ferry			148	Y	D1612964 US95 Ald Ln to Koot RV RR BR	Utility Meeting/Site Walkthrough
6/9/2016	HMH	Hanley&Atlas CDA			10	N	BP Atlas Hanley Storage Project	Site Visit
6/13/2016	HMH	Sandpoint/Ponderay			92	N	M13001GEN Ponderay General Services	Office Visit
6/14/2016	HMH	Active West CDA			13	N	D15024 AW Riverstone West	Project Meeting
6/14/2016	HMH	Riverstone CDA			12	N	D15024 AW Riverstone West	Site Visit CDA Fire
6/15/2016	HMH	Garwood			10	N	D16004 Garwood Storage PH2	Contractor Meeting
6/17/2016	HMH	City Hall CDA			15	N	D15024 AW Riverstone West	Project Meeting
6/20/2016	HMH	Bonnors Ferry			146	Y	D1518809 Augusta Street, Bonnors Ferry	Preconstruction Meeting
6/20/2016	HMH	City of Ponderay			88	N	M13001GEN Ponderay General Services	Council Meeting
6/22/2016	HMH	Sandpoint			86	N	M13001GEN Ponderay General Services	BCATT Meeting
6/23/2016	HMH	Taylor's/Hayden Lake			7	N	D14006 Taylor Residence	Site Meeting
6/24/2016	HMH	Olmsted Hayden Lake			18	N	D16010 Olmsted Septic	Test Holes
6/27/2016	HMH	Olmsted Hayden Lake			18	N	D16010 Olmsted Septic	Test Holes
6/28/2016	HMH	City Hall CDA			15	N	D15024 AW Riverstone West	Project Meeting
6/29/2016	HMH	City Hall CDA			15	N	D15024 AW Riverstone West	Application Submittal
6/30/2016	HMH	City Hall CDA			15	N	D15024 AW Riverstone West	Application Submittal
							D1612964	148 / \$7992
							D1518809	146 / \$7884

TOTAL DIRECT 5020 294.00

TOTAL INDIRECT 6110 525.00

Per Mile Reimbursement \$0.540

Reimbursement to Employee 5020 \$ 158.76

Reimbursement to Employee 6110 \$ 283.50

Y

Eduardo and Janet dosRamos
7564 Yakima Street
Bonners Ferry, ID 83805

July 17, 2016

Honorable Mayor and Members of the Bonners Ferry City Council,

The purpose of this letter is to request city utilities for a proposed new residence to be owner occupied by my wife and me. The address of the new residence is 7584 Yakima Street. The new residence will be approximately 30 feet outside the city boundary. Please refer to the attached sketch.

Our request is that the City of Bonners Ferry provide city utilities, including water, sewer and electricity for the new residence.

If you should require additional information, please feel free to contact me at 509 366 3417.

Best Regards,



Eduardo dosRamos



Janet dosRamos

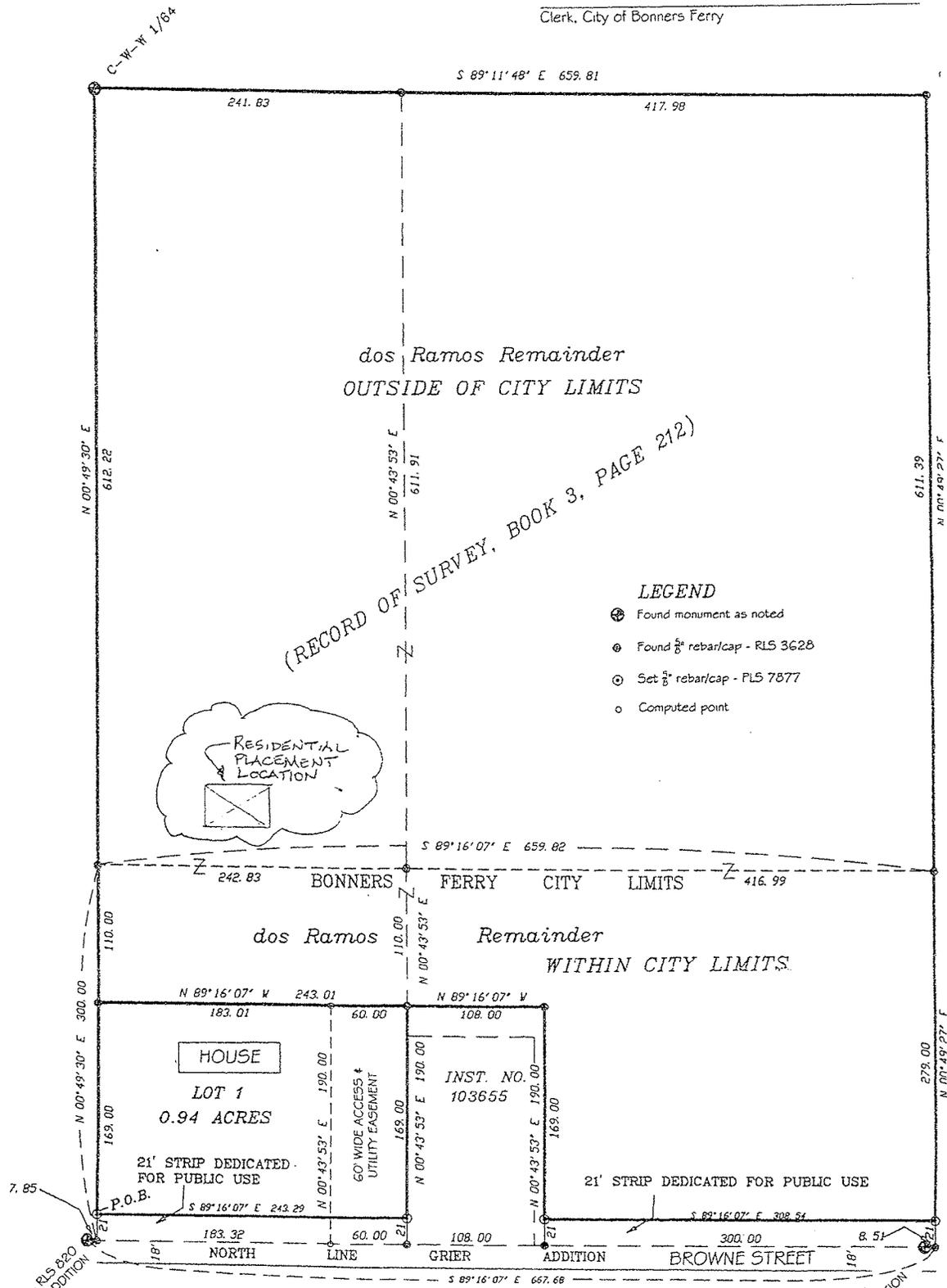
BASIS OF BEARINGS

Bearings and subdivision of the SW¹/₄ of Section 22 based on Record of Survey, Book 3, Page 213, as Instrument #182872.

CITY CLERK

I hereby certify that this plat has been examined and approved this ___ day of _____, 20__.

Clerk, City of Bonners Ferry



LEGEND

- ⊕ Found monument as noted
- ⊙ Found 5/8" rebar/cap - RLS 3628
- ⊙ Set 3/8" rebar/cap - PLS 7877
- Computed point

D E T A I L

COUNTY TREASURER'S CERTIFICATE

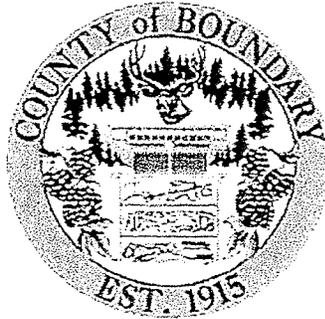
I hereby certify that the required taxes on the above described property have been fully paid to and including the year 20__.

Dated this ___ day of _____, 20__.

FD BRASS CAP - RLS 2620
N.W. COR. GRIER ADDITION

FD CONCRETE MON.
N.E. COR. GRIER ADDITION

Planning & Zoning
John B. Moss, Administrator



Telephone (208) 267-7212
Fax: (208) 267-7814
planning@boundarycountyid.org

June 28, 2016

BOUNDARY COUNTY
6452 Kootenai Street
P. O. Box 419
Bonners Ferry, ID 83805

Eduardo & Janet DosRamos
7564 Yakima St
Bonners Ferry, ID 83805

16-108 Application for a Residential Placement Permit

Eduardo & Janet DosRamos;

Enclosed please find

1. the Staff Report related to a Residential Placement Permit application regarding parcel RP62N01E225401A
2. Your confirmed address -7584 Yakima St
3. Your permit

If you have questions or concerns please don't hesitate to contact me.

Sincerely,


John B. Moss

POLICY IV.C FACILITY EXTENSION POLICY

A. GENERAL REQUIREMENTS

1. SERVICE RELIABILITY: The City does not guarantee constant or uninterrupted delivery of utility services.
2. FACILITY EXTENSION REQUIREMENTS: It shall be the determination of the City whether an extension of the system backbone is required. This applies to the extension of Primary Electrical Power, Main Water Line, and/or Main Sewer Line. Generally only City owned facilities will be placed longitudinally in public rights-of-ways and all water and sewer lines placed longitudinally in public rights-of-ways will be main lines.

B. SERVICE AREA

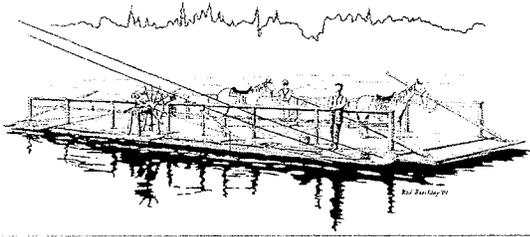
1. ELECTRIC:
 - a) The City will only provide electric service in the service area as defined in the territorial agreement with Northern Lights Incorporated or where it is beneficial to all parties and documented by written approval of both Northern Lights Incorporated and the Bonners Ferry City Council
2. WATER AND SEWER:
 - a) The City provides service inside the City Limits of Bonners Ferry
 - b) To the extent possible it is the intention of this policy to:
 - (1) Limit new water service outside City limits to those properties that have a grandfathered/vested right to water service created by, monetary participation by the owner or a predecessor in interest, in construction of the main that would provide service to the property.
 - (2) Ensure the integrity of City boundaries.
 - (3) Minimize expenses for the City Water Dept. in upgrading facilities solely serving properties outside City limits.
 - (4) Ensure that the quality and quantity of City water service for City residents is not diminished by providing new water service outside City limits.
 - (5) Require qualifying properties to annex if possible or require the owner to consent to future annexation.
 - c) The City will provide service to individual services outside the City Limits under the following conditions:

- (1) Where the property owner provides written consent to annexation and such consent is recorded at the court house.
 - (2) Where the residence being served can be provided pressures meeting DEQ's pressure requirements.
 - (3) The service is inside the service area shown Appendix A map.
 - (4) Where the service is not in the service area of another utility.
 - (5) The installation of additional main line is not required.
- d) The City at the discretion of the City Council may provide service to subdivisions outside of the City Limits only under a contract with the developer, the subdivision is not contiguous and annexation is not possible, and it meets the following minimum requirements:
- (1) It meets all of the conditions of B.2.b).
 - (2) The subdivision meets the standards of a subdivision inside the City of Bonners Ferry municipal boundaries.
 - (3) The developer pays all cost of for installation and system improvements required to serve the development without impact to existing City customers.
- e) Where water or sewer is a condition of easement.

C. NEW FACILITY EXTENSIONS

1. CUSTOMER REQUIREMENTS FOR FACILITY EXTENSIONS:

- a) APPLICATION: Complete and sign the New Utility Application form.
- b) PROPERTY DOCUMENTATION: Provide copies of all required plats and legal descriptions covering the property which is to be serviced and properties that must be crossed to service such property.
- c) EASEMENT: Secure written easements granting permission of the City to construct and maintain utility facilities on the properties involved. When easements are not available service shall not be considered available.
- d) RIGHT-OF-WAY CLEARING: Clearing right-of-way of trees and vegetation to the City's specifications so as to allow installation and safe operations of utilities facilities.
- e) PAYMENT OF COST: Pay the estimated cost of construction as estimated by the City. All fees and deposits must be paid prior to scheduling construction of the job.
 - (1) The customer pays the full cost associated with the facility extension unless otherwise specified. This cost to include but not limited to all



MEMO

OFFICE OF THE CITY ATTORNEY

TO: City Council

FROM: Andrakay Pluid, City Attorney

DATE: July 25, 2016

RE: Westlaw Contract

As part of my employment with the City I have been utilizing a subscription to Westlaw, a legal research program. Westlaw is invaluable to conducting research both in the criminal prosecution aspect of my duties, as well as the civil aspect.

The current contract the City has with Westlaw is set to expire at the end of the year (December 31st), however, I have negotiated a reduction in the contract amount for the rest of the year, as well as a significant savings for the new contract that I would normally be bringing to Council at the end of the year at the renewal date.

I would ask that the Council authorize Mayor Sims to sign the new contract which includes the savings for the rest of the year as well as renews the contract at the reduced price for the next three years.

Andrakay



THOMSON REUTERS

Order Form

Contact your representative david.mingus@thomsonreuters.com with any questions. Thank you.

Order ID: **810556**

Subscriber Information

Account Address:

Account #: 1000400098
BONNERS FERRY CITY
BONNERS FERRY CITY
ATTORNEY
PO Box 149
7232 MAIN ST
BONNERS FERRY, ID 83805
US
208-267-4378

Shipping Address:

Account #: 1000400098
BONNERS FERRY CITY
BONNERS FERRY CITY
ATTORNEY
PO Box 149
7232 MAIN ST
BONNERS FERRY, ID 83805
US
208-267-4378

Billing Address:

Account #: 1000400098
BONNERS FERRY CITY
BONNERS FERRY CITY
ATTORNEY
PO Box 149
7232 MAIN ST
BONNERS FERRY, ID 83805
US
208-267-4378

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Online/Practice Solutions/Software and Print/ProView eBooks Programs

Online/Practice Solutions/Software

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During my subscription terms, I am also responsible for all Excluded Charges. Excluded Charges are charges for accessing Westlaw data or a Practice Solutions service that is not included in your subscription. Excluded Charges may change after 30 days written or online notice.

Post Minimum Terms

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Estimated total Monthly Charges for the initial 12 months: \$178.00

Totals above do not reflect applicable taxes and transportation charges or updates billed upon shipment. Please see the Miscellaneous section below for details.

These Monthly Charges show the first year's Monthly Charges (and are combined if multiple products are ordered) with the same contract term and are

subject to increase per the terms of this agreement.

Miscellaneous

Charges, Payments Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government subscriber and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

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Auto Charge Credit Card/Electronic Funds Transfer Election Payment Terms. You may authorize us to automatically charge a credit card or debit and electronic fund transfer to pay charges due. Contact Customer Service at 1-800-328-4880 for authorization procedures. If you are authorizing, as part of this order, or have already authorized us to bill a credit card or debit card or make electronic fund transfer for West subscriptions on an ongoing basis, no further action is needed.

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Applicable Law. This Order Form will be interpreted under Minnesota state law. Any claim by one of us may be brought in the state or federal courts in Minnesota. If you are a state or local governmental entity, your state's law will apply and any claim may be brought in the state or federal courts located in your state. If you are a United States Federal Government customer, United States federal law will apply and any claim may be brought in any federal court.

The General Terms and Conditions, apply to all products ordered, except print and is located at <http://static.legalsolutions.thomsonreuters.com/static/general-terms-conditions.pdf>. The General Terms and Conditions for Federal Subscribers, is located at <http://static.legalsolutions.thomsonreuters.com/static/federal-general-terms-conditions.pdf>. In the event of a conflict between the General Terms and Conditions and this Order Form, the terms of this Order Form control. This Order Form is subject to our approval.

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <http://static.legalsolutions.thomsonreuters.com/static/product-specific-terms.pdf>. If the product is not part of your order, the product specific terms do not apply. If there is a conflict between product specific terms and the Order Form, the product specific terms control.

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- Time and Billing
- West km software
- West LegalEdcenter
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Campus Research
- ProView eBooks

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Banded Products Subscriptions The number of attorneys (partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students for the banded products you ordered appear in the Quantity column above. Our pricing for banded products is made in reliance upon that number. If we learn that the actual number is greater, we reserve the right to increase your charges as applicable. Law firm and government subscribers of banded products will receive one (1) password for each attorney and an equal number of passwords for non-attorneys.

Additional Contract Information

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If Subscriber fails to receive sufficient appropriation of funds or authorization for the expenditure of sufficient funds to continue service under the Order Form, or if Subscriber receives a lawful order issued in or for any fiscal year during the Minimum Term or Renewal Term of the Order Form that reduces the funds appropriated or authorized in such amounts as to preclude making the payments set out therein, Subscriber may submit a written notice to West seeking cancellation of the service, the Subscriber Agreement and the Order Form, if permitted under applicable law. Subscriber shall provide West with notice not less than thirty (30) days prior to the date of cancellation, and shall include a written statement documenting the reason for cancellation, including the relevant statutory authority for cancelling, and an official document certifying the non-availability of funds (e.g., executive order, an officially printed budget or other official government communication). Upon West's receipt of a valid cancellation notice, Subscriber shall pay all charges incurred for any products and/or services received prior to the effective date of the cancellation (and in the case of print/CD-ROM products, return all unpaid print/CD-ROM products and updates)

For questions regarding this order, please contact West Customer Service at 1-800-328-4880.

Signature for Order ID: 810556

ACKNOWLEDGMENT

I have read all pages and attachments to this Order Form and I accept the terms on behalf of Subscriber. I warrant that I am authorized to sign this Order Form on behalf of Subscriber.

Signature of Authorized Representative for order

Title

Printed Name

Date

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THOMSON REUTERS

Attachment

Contact your representative david.mingus@thomsonreuters.com with any questions. Thank you.

Order ID: 810556

Payment and Shipping Information

Payment Method:
Payment Method: WestAccount
Account Number: 1000400098

Shipping Information:
Shipping Method: Ground Shipping - U.S. Only

Additional Information

Created By: 6012949
Order Source: 27
Revenue Channel: 01
Order Date: 7/19/2016 1:02:07 PM
P.O. Number:
Additional Data B: 1

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40988771 Government Select Level 3 States (WestlawNext™) (Banded)

User	Position	Email
Andrakay Pluid	Attorney	

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GENERAL COUNSEL ALL PRIMARY LAW ON WESTLAW	0119897139	40973997
ID MUNICIPAL LAW PRACTITIONER CORE ON WESTLAW	0119897145	40974319
ID PRIMARY LAW WITH KEYCITE ALL ON WESTLAW	0119897148	40973831

Order Contact Information

First Name	Last Name	Email Address	Contact Description	Contact Number
Andrakay	Pluid	apluid@bonnersferry.id.gov	Order Confirmation Contact	28
Andrakay	Pluid	apluid@bonnersferry.id.gov	Primary Password Contact	24
Andrakay	Pluid	apluid@bonnersferry.id.gov	Quickview Contact	Quickview

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LETTER REQUESTING CHANGE TO POLICY

FROM: CHIEF WATSON

TO: CITY COUNCIL

REF: POLICY CHANGE

This letter is to request a change to the Police Department Policy Manual. This change is to the specifications regarding the Police Corporal qualifications.

Currently, the Policy states that to be a Corporal, you must have an Intermediate certificate. I wish to lower that qualification to having a Basic certificate.

Historically, police rank and structure is based on military rank and structure. In Idaho, Law Enforcement organizations use various types of rank and promotional guidelines for advancement. There is no state standard, it's left to the organizations administration to manage how and when to advance rank.

I have an open Corporal position and am considering an Officer for this position, but he does not have an Intermediate certificate. Since we are a younger department, it can take years to obtain a higher certificate. Also, a Corporal is not a supervisory position, that is clearly stated in our Policy. It deals with specialized duty assignments and training. It is more of a time and grade rank, similar to a Corporal in the military. All other qualifications would remain the same and I am not asking for any other changes to other rank qualifications. It is also clear to my Officers that there is no guarantee of an increase in pay for advancement in rank. That is another issue.

For these reasons, I ask your consideration in the matter,

Sincerely,

A handwritten signature in cursive script that reads "Vic Watson".

Vic Watson

Notice of Public Hearing

Notice is hereby given that the Bonners Ferry City Council will hold a public hearing at City Hall, 7232 Main Street, on Tuesday, August 16, 2016, at 7:00 p.m. to consider the adoption of the Cable Television Franchise Agreement Ordinance.

The full text of this ordinance is available at the City Hall for viewing by the public.

Anyone requiring special accommodation due to disability should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

City of Bonners Ferry

ATTEST: Kris Larson
City Clerk

Please publish: July 21, 2016