

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**

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

**AGENDA  
CITY COUNCIL MEETING  
Bonners Ferry City Hall  
7232 Main Street  
267-3105  
July 5, 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**

Bryant Jones, Boise State University School of Public Service – Services Offered  
Dick Staples – Golf Course Restroom

### **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 June 21, 2016 Council Meeting Minutes and June 28, 2016 Special Council Meeting Minutes

### **OLD BUSINESS**

### **NEW BUSINESS**

5. Golf – Approve Additional Expenditures for Golf Course Restroom (attachment)
6. Police/Street – Approval to Purchase Used Idaho State Patrol Vehicles (attachment)
7. Pool – Discuss Swimming Pool Concrete
8. City – First Reading of Cable Franchise Ordinance and Set Public Hearing Date (attachment)
9. Electric – Authorize Mayor to Sign Agreement with HDR Engineering, Inc. for Moyie Dam Spillway Concrete Evaluation and Inspection (attachment)

### **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**

- 10. Electric – Electric Utility System Operations Training in Spokane (attachment)



## CITY OF BONNERS FERRY

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

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# Memo

**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 7/1/2016  
**Re:** Golf Course Restroom

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Please find attached a listing of the expenses paid by the City for the golf course restroom. The amount has exceeded the \$3,000 authorized by Council but the bills needed to be paid. Dick Staples and Steve Nelson are reviewing the report of expenditures and plan to come speak to you at the council meeting.

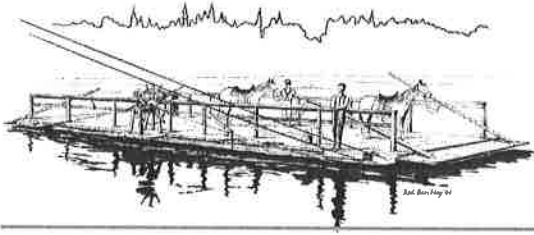
If you have any questions please call me at 267-0351 or Mike Klaus at 267-0357.

Thanks,

Kris

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
1000 GENERAL						
465000 Golf Course						
900 Capital Outlay						
CL 650922 1	4039454 Kraft Faced Rolls	BADGER BUILDING CENTER	6/16	420.20		
CL 650922 2	4039484 Kraft Faced Rolls	BADGER BUILDING CENTER	6/16	117.12		
CL 650922 3	4039484 Return Kraft Faced Rolls	BADGER BUILDING CENTER	6/16		305.60	
CL 650922 4	4039494 Composite Shims	BADGER BUILDING CENTER	6/16	2.19		
CL 650922 5	4560964 Clapboard, Nails, Faced R	BADGER BUILDING CENTER	6/16	1,366.63		
CL 650927 1	4561674 Dry Wall - Sheet Rock	BADGER BUILDING CENTER	6/16	996.35		
CL 651026 1	325100 Plumbing Topout	SEAMAN CONSTRUCTION INC	6/16	2,218.89		
	<b>Object Total:</b>			<b>5,121.38</b>	<b>305.60</b>	<b>10,815.78 DB</b>
	<b>Account Total:</b>			<b>5,121.38</b>	<b>305.60</b>	<b>10,815.78 DB</b>
	<b>Fund Total:</b>			<b>5,121.38</b>	<b>305.60</b>	
	<b>Grand Total:</b>			<b>5,121.38</b>	<b>305.60</b>	

4815.78  
+ 106.08 Windows  
4921.86



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

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# Memo

**To:** Mayor and City Council  
**From:** Kris Larson, Clerk/Treasurer  
**Date:** 7/1/2016  
**Re:** Used Idaho State Patrol Vehicles

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The police department has \$29,500 left in their capital budget. Vic wants to purchase another used pickup for his department and the street department needs a used pickup to replace the one driven by Tim English. Vic is looking into used vehicles from Idaho State Patrol for both the police department and the street department. He estimates us needing about \$26,000 for both vehicles. Vic also needs to purchase some equipment for the new pickups out of the remaining budget.

Vic would like to budget for a new DARE vehicle in 2017 and transfer the current DARE vehicle to the police fleet. We are planning to put this in the budget for next year.

If you have any questions please call me at 267-0351, Vic at 267-2412, or Mike Klaus at 267-0357.

Thanks,  
Kris

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: \_\_\_\_\_



June 29, 2016

Mr. Mike Klaus, PE  
City Administrator/Engineer  
City of Bonners Ferry  
PO Box 149,  
Bonners Ferry, Idaho 83805

*Via Email:* [mklaus@bonnersferry.id.gov](mailto:mklaus@bonnersferry.id.gov)

**Subject: Bonners Ferry – Moyie Dam Spillway Concrete Evaluation and Inspection**

Dear Mike:

HDR appreciates the opportunity to provide the City of Bonners Ferry with this proposal for the Moyie Spillway Concrete Evaluation and Inspection. Given the nature of the work and the potential link to dam safety, we feel that it would be beneficial to the City of Bonners Ferry to scope, price, and perform the work sequentially. The first step would be evaluation, to allow better understanding of the existing conditions prior to finalizing the subsequent work tasks. For that reason, we have developed the strategy for the entire program, but only included pricing to the first task to allow better understanding of the situation and a more targeted investigation program.

## **Project Description and Goals**

The 92-foot-high concrete gravity Moyie Dam is located in Boundary County, Idaho. It was built in 1950 and is owned and operated by the City of Bonners Ferry. Over time, areas of the spillway concrete have deteriorated and have been patched. Photos of the surface of the concrete show indications that the unpatched concrete may eventually require patching over significant areas, and a more comprehensive approach to concrete surface repair may be beneficial. The condition of the spillway was also included in comments during a FERC dam safety inspection and as such, need to be addressed with a focus on the safe operation of the Project. These two situations are the main drivers of the spillway evaluation, testing, and discussion of potential repair options.

The elements covered in this proposal include:

- Develop an understanding of the spillway concrete condition as it relates to the long-term safe operation of the Moyie Dam.
- Develop options for next steps for addressing concrete issues.
- Provide information adequate for response to FERC for addressing the spillway condition and potential dam safety concerns.
- Development of a suggested testing and investigations program that supports preferred options for addressing concrete issues.

Subsequent tasks may include:

- Implementation of investigations programs;
- Interpretation of the results as they relate to potential options;
- Recommendations for FERC monitoring (including threshold and action levels) for spillway concrete;
- Development of spillway repair plans and schedule; and
- Design and construction support for options selected for addressing the spillway condition.

hdrinc.com

601 Union Street, Suite 700, Seattle, WA 98101-2341  
(206) 826-4700

## Scope of Services

### Task 1: Evaluation and Inspection:

This task involves examination of the background information (Supporting Technical Information) which includes: Potential Failure Mode Analysis (PFMA), hydrology, hydraulics, geology and foundation information, and stability analysis, as well as dam surveillance and monitoring. This task also includes an initial site visit to the project.

### HDR Services

1. Collect dam safety documents and analysis:
  - a. Potential Failure Mode Analysis (PFMA);
  - b. Construction History;
  - c. Hydrology;
  - d. Hydraulics;
  - e. Geology and foundation information;
  - f. Stability analysis; and
  - g. Dam surveillance and monitoring.
2. Review dam design and stability analysis and comment on:
  - a. Effects of spillway erosion on dam stability including potential planes along lift joints;
  - b. Spillway hydraulics effects with continuing erosion; and
  - c. Geologic stability and vulnerability to scour and erosion.
3. Site visit:
  - a. Examine the condition of accessible surface concrete.
  - b. Examine rock abutments and downstream rock for associated conditions.
  - c. Examine access and possible safety issues for future drilling, concrete sounding, and other potential testing.

### ASSUMPTIONS

- Supporting technical information documents will be available and provided by the City prior to site visit.
- Site visit will occur when river conditions are such that water is not flowing over the spillway.
- One HDR employee (accompanied by city staff for safety) will complete the site visit and it will take 8 hours plus travel.
- The city will make preparations for safe access to the areas of the dam to be examined.
- All deliverables will be electronic - PDF

### DELIVERABLES

- Field inspection memo;
- Draft memo describing results of information review; and
- Final memo describing the site visit and results of the background information review.

## Team

The team will be from HDR's "Structural Engineering Specific to Hydroelectric Dams and Structures" section of the Statement of Qualification for Professional Design and Engineering Services, dated April 1, 2016:

- Keith Moen
- Ed Zapel
- Andi Bogdanovic

## Schedule

Notice to Proceed ..... Mid to late July  
Background data transfer..... Mid August  
Site Visit ..... End of August, Early September  
Draft memo ..... End of September  
Final memo ..... End of October

## Budget

HDR recommends a budget based on a time-and-materials basis.

- Task 1 Not to exceed (without written permission from City) - \$15,000

Please do not hesitate to contact me at (206) 826-4685 or Kate Eldridge at (208) 387-7019 if you have any questions or comments regarding this proposal.

Sincerely,

HDR Engineering, Inc.

Keith Moen  
*Project Manager*

Kate Eldridge  
*Vice President and Idaho Area Manager*

## Event Profile

### Electric Utility System Operations

**Date(s):**

November 15 — 16, 2016

**Event start time:**

8:30 AM

**Venue:**

**Red Lion at the Park**



303 W. North River Drive

Spokane, WA 99201

**Website:**

Not available

**Fee(s):**

**This event has a fee**

**Description:**

#### Who Should Attend:

Any electric utility industry employee (utility or vendor) whose job performance will benefit from a basic understanding of the operations side of the utility business, including engineering technology, regulatory and rates, customer service, public relations, legal, accounting; as well as utility commissioners and board members.

#### Course Overview:

This popular two-day course presents a clear understanding of the technical heartbeat of the utility by providing employees with a comprehensive understanding of electric utility system and nuclear generation), transmission, and distribution (down to 120v/240v residential connections). You will learn how all key pieces of equipment in the system are built, how the equipment operates, and the overall operations of a utility system. The course assumes no electrical background and builds on the basics to provide a comprehensive understanding of the equipment and operations.

In addition to the above, the course will also cover:

- Demand and load curves
- System frequency
- Wheeling
- Load shedding and outages
- Power and demand factors
- System and equipment protection
- Safety, including step and touch potential

#### Course Instructor:

A.R. "Skip" Collier

#### Course Schedule:

Registration will begin at 8 a.m. on day one, and the course will run from 8:30 a.m. to 4:30 p.m. on both days. Lunch, along with morning and afternoon breaks, will be provided.

#### Course Fees:

Utility Member Early Bird Deadline 10/17/2016--\$795.00

Utility Member Standard--\$845.00

Associate Member Early Bird Deadline 10/17/2016--\$1,195.00

Associate Member Standard--\$1,245.00

Nonmember Early Bird Deadline 10/17/2016--\$2,395.00

Nonmember Standard--\$2,445.00

#### Course Location & Hotel Information:

**Red Lion Hotel at the Park – Spokane** (<http://spokaneatthepark.redlion.com/>)

303 W. North River Drive

Spokane, WA 99201

(800) 733-5466



Room rate: \$88 for a single, \$98 for a double

Please book your room as soon as possible, but no later than **October 15, 2016**, to secure this rate. Mention that you are with Northwest Public Power Association when booking your r

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Find It on Map



Red Lion at the Park

Sessions

[View All Sessions \(DynamicPage.aspx?webcode=EventSessions&Reg\\_...](#)

Sessions information is not available at this time.

Tracks

[View All Tracks \(DynamicPage.aspx?webcode=eventtracks&Reg\\_...](#)

Speakers

[View All Speakers \(DynamicPage.aspx?webcode=EventFaculty&Reg\\_...](#)

Sponsors

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