

### **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**  
**May 19, 2015**  
**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**

Toni Hackwith, CPA – Fiscal Year 2014 Audit Presentation  
Patty Perry and Sue Ireland – KVRl Update and Kootenai River Restoration Project Update  
Jack Douglas and George Hopkins – Eagles Serving Alcoholic Beverages Outside

#### **REPORTS**

Police/Fire/Water/Sewer Superintendent/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 April 21, 2015 Council Meeting Minutes, April 24, 2015 Special Council Meeting Minutes, and May 5, 2015 Council Meeting Minutes

#### **OLD BUSINESS**

5. City – Discuss Potential City Code Amendment Concerning Dogs (attachment)

#### **NEW BUSINESS**

6. City – Approve Special Event Permit for Mountain Springs Church for Anniversary Celebration at the Fairgrounds on August 30, 2015 (attachment)

7. City – Approve Catering Permit for Danielle and Michael Reasoner doing business as Mugsy's Tavern and Grill for the Bull Bash at the Fairgrounds on June 12, 2015 (attachment)
8. City – Discuss Draft Memo to Planning and Zoning from Council Regarding the Sign Ordinance Review (attachment)
9. City – Make a Finding that 17 Bicycles have been Abandoned and Declare them Surplus Property
10. Pool – Hire Lifeguards (attachment)
11. Electric – Award Moyie Substation Rebuild Bid Pending Legal Review (attachment)
12. City – Discuss Sick Leave (attachment)
13. Water/Sewer – Discuss Water Department Restructure Designating Area Specialists (attachment)
14. City – Authorize Mayor to Sign Fiber Optic Lease Cancellation Agreement with Education Networks of America, Inc. (attachment)
15. City – First Reading of Ordinance for Cable Television Franchise Agreement (attachment)
16. City – Designate Voting Delegate for AIC Conference in June, 2015 (attachment)

#### **EXECUTIVE SESSION PURSUANT TO IDAHO CODE 67-2345, SUBSECTION 1**

- (a) Consider hiring a public officer, employee, staff member or individual agent.
- (b) 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) Conduct deliberations concerning labor negotiations or to acquire an interest in real property which is not owned by a public agency.
- (d) Consider records that are exempt from disclosure as provided in chapter 3, title 9, Idaho Code.
- (e) 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) 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.
- (g) 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.

#### **ADJOURNMENT**

#### **NEXT MEETING DATE**

#### **INFORMATION**

17. Water – Letter Dated May 12, 2015 from Dennis J. Porter, Idaho Department of Commerce RE: Idaho Community Development Block Grant Award for Water Tank Replacement Project (attachment)
18. City – U. S. Army Corps of Engineers Flood Stage Prediction Chart (attachment)
19. City – U. S. Army Corps of Engineers Public Information Meeting in Bonners Ferry on May 28, 2015 at the Kootenai River Inn at 7:00 p.m. (attachment)
20. Pool/Water/Sewer – Fee Increase Hearing June 2, 2015 (attachment)
21. City – Governing Magazine Article RE: Transforming Old Pay Phones into Wi-Fi Hot Spots (attachment)

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF BONNERS FERRY, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO, AMENDING BONNERS FERRY CITY CODE TITLE FIVE, CHAPTER THREE B CONCERNING DOGS; ENACTING A NEW SECTION 5-3B-12 PERTAINING TO SANITATION RESPONSIBILITIES AND PENALTIES; ENACTING A NEW SECTION 5-3B-13 REGARDING CONTROL AND RESTRAINT OF DOGS; PROVIDING SEVERABILITY; PROVIDING FOR A WAIVER OF THE READING RULES; PROVIDING THAT THIS ORDINANCE SHALL BE IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, APPROVAL AND PUBLICATION ACCORDING TO LAW.

WHEREAS, the Mayor and City Council find it in the interest of the citizens of Bonners Ferry to enact a new section within Bonners Ferry City Code Title Five Chapter Three B pertaining to the responsibilities of dog owners in cleaning up and disposing of dog fecal matter deposited on public property or private property not belonging to the dog owner.

NOW THEREFORE, Be it ordained by the Mayor and the Council of the City of Bonners Ferry, Idaho, as follows:

**Section 1: That a new section 5-3B-12 of Bonners Ferry City Code is hereby adopted:**

5-3B-12: SANITATION RESPONSIBILITIES: PENALTY:

A. It shall be unlawful for an owner or any person having custody or control of any dog to fail to remove the fecal matter deposited by his/her dog on public property or private property not belonging to the owner. Removal must be effected before the owner or responsible party leaves the immediate area where the fecal matter was deposited. The owner or responsible party must dispose of the fecal matter in a sanitary manner by depositing the same in a trash receptacle.

B. A violation of these sanitation responsibilities shall constitute an infraction, with penalties and fines, as provided in Idaho Code.

**Section 2: That a new section 5-3B-13 of Bonners Ferry City Code is hereby adopted:**

5-3B-13: CONTROL AND RESTRAINT:

A. Any dog, while on a street, sidewalk, public property, or upon private property without the consent of the owner, shall be secured by a leash or chain of sufficient tensile strength to restrain the dog and be controlled by a person of sufficient age and strength to control the dog.

B. Exceptions: This shall not apply to police dogs engaged in police work or to service animals performing medically necessary purposes.

C. Any dog found in violation of this section shall constitute prima facie evidence that the owner of the animal is in violation of this section. A violation of this section shall constitute an infraction.

**Section 3: PROVISIONS SEVERABLE:** The provisions of this Ordinance are hereby declared to be severable and if any provision of this Ordinance or application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of remaining portions of this Ordinance.

**Section 3: WAIVER OF READING RULES:** That pursuant to the affirmative vote of the majority of the full council, the rule requiring two (2) separate readings by title and one (1) reading in full, be, and the same is hereby dispensed with, and accordingly, this ordinance shall be read once by title.

**Section 4: EFFECTIVE DATE:** This ordinance shall be effective upon its passage and publication in the manner provided by law.

APPROVED by the Mayor and City Council of the City of Bonners Ferry this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

CITY OF BONNERS FERRY, IDAHO

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

Attest:

\_\_\_\_\_  
Clerk, City of Bonners Ferry

CITY OF BONNERS FERRY, IDAHO  
APPLICATION FOR CITY SPECIAL EVENT PERMIT  
(REQUIRED UNDER ORDINANCE NO. 468)

RECEIVED

MAY 04 2015

CITY OF BONNERS FERRY  
12:04 pm

Date of Application: April 29, 2015

License Issued to: Mountain Springs Church

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

Mailing Address: PO Box 200 Bonners Ferry, ID 83805

Physical Address: 6789 S. Main St.

Phone Number: 267-7777

Type of Event: Msc Anniversary

Dates of Event: August 30, 2015

Location of Event: Fairgrounds

Time of Event: 10:00am - 2:00pm

By application, the applicant shall, waive, indemnify, and hold harmless the City of Bonners Ferry, its agents, its employees and authorized volunteers from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of the permitted activity or the conduct of applicant's operation of the event if such claim (1) is attributed to personal injury, bodily injury, disease or death, or to injury or to destruction of property, including the loss of use there from, and (2) is not caused by any gross negligent act or omission or willful misconduct of the City of Bonners Ferry or its employees acting within the scope of their employment.

The following requirements must be met:

- A. If sponsored by a local resident, entity or group, a signed copy of licensee's contract with the local sponsor.
- B. Evidence of at least one million dollars (\$1,000,000.00) combined single limit liability insurance that names the City as co-insured.
- C. A clean-up fee of one hundred dollars (\$100.00); all, some or none of which will be returned upon recommendation of the Chief of Police after his inspection of the premises after the organization has left the premises and their permit expired. The foregoing fee is subject to change from time to time by resolution of Council.

Fees and proof of insurance must be provided to the City of Bonners Ferry prior to the event.

Authorized Signature for Applicant Don L Kramer

Printed Name Don Kramer

Office/Title Operations Pastor

Office Use:

Fee Paid \$135

Date 5-4-15

Receipt No. 11836-122

Approved By \_\_\_\_\_

Date \_\_\_\_\_

2015-9

RECEIVED

MAY 12 2015

CITY OF BONNERS FERRY

CITY OF BONNERS FERRY  
CATERING PERMIT APPLICATION

Owners Name: Danielle & Michael Reasor

Business Name: Musaj's Tavern & Grill

Business Address: 161 Main St.

Bonnors Ferry ID 83805

State Beverage License Number: 17382

I hereby request a catering permit for the following dates: 6/12/15

from the hours of 4 a.m./p.m. to 12 a.m./p.m. at the

following location: Fair Grounds

Catering will be done for the following group or organization sponsoring the event: Bull Bash

Type of Event: \_\_\_\_\_

Wine: \_\_\_\_\_ Beer:  Hard Liquor: \_\_\_\_\_

[Signature] 5/12/15  
Signature of the Licensee Date

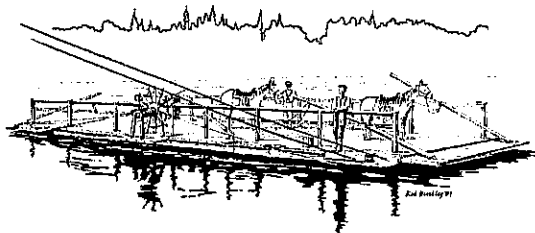
Danielle Reasor  
Printed Name

Address: 594 W. Steward Dr. Phone: 597-5519  
Mixie Springs

Date Submitted to City Council May 19, 2015

A non-refundable fee of \$20 per day is required with the application

Please make check payable to: City of Bonners Ferry  
P. O. Box 149  
Bonners Ferry, ID 83805



# MEMO

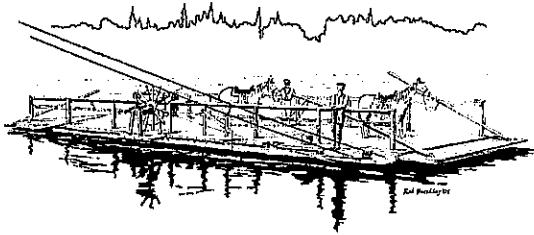
CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 13 May 2015  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Sign Memo.

Attached is a draft memo for council review. I have tried to capture the Council's concerns regarding downtown LED signs and some other sign issues that have come up over the past several years. Please note it would be appropriate for the Mayor or a council member to attend the upcoming P&Z meeting to provide additional background on this issue..

*STB*



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 12 May 2015  
To: Bonners Ferry Planning and Zoning Commission  
From: Stephen Boorman, City Administrator  
Subject: Bonners Ferry Sign Ordinance  
Title 11 – Zoning Ordinance, Chapter 14.

Recently there have been several concerns raised with the Subject Section of our ordinances that we would like the P&Z commission review and suggest appropriate revisions. Please note that for the purpose of these issues the downtown could be defined as the area bounded by Highway 95, the BNSF railroad, the UP railroad and the Kootenai River.

Overall the sign ordinance, which was last revised in 2011, has worked well. In particular we have not seen any issues created by not regulating the flat/wall signs (11-14-6.A.) or by the limiting of billboards with our maximum sign size limiting off-premise signs to 150 square feet (11-14-6.D.).

The current concerns are as follows:

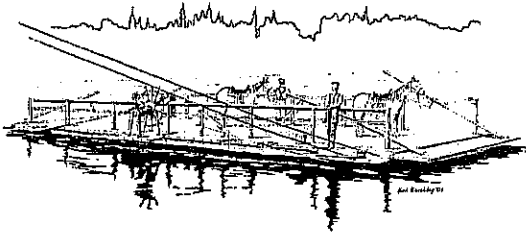
1. LED graphic display signs “reader board” signs – 11-14-3.B. - The City Council has expressed an interest in limiting the use of this type of signs in the downtown area. We would request that P&Z consider not allowing this type of sign, suggesting a maximum size for this type of sign, or limiting other aspects of such signs.
2. Roof mounted signs – Our ordinance does not currently address roof mounted signs. We would request that P&Z suggesting a maximum size for this type of sign, maximum number of these per structure, and if the advertising on these signs is only for the business located in the building they are placed, or if “off-site” advertising is appropriate.
3. Permitted signs by public street frontage – 11-14-6.B. – We would request that P&Z clarify the 150 feet of public street frontage. For business with a small section of frontage are they allowed a sign up to 30,000 square feet?
4. Permitted signs set-backs – 11-14-6.B. and 11-14-8.A. – Currently a large number of signs are located adjacent to the street right-of-way and do not meet the 10’ set-back or “required setback line for the appropriate zoning district”. Therefore we would request that P&Z review this setback requirement. Please note that Section 6 (10’) and 8 (zoning setback) appear to be in conflict.



5. Permitted signs set-backs – 11-14-6.B. and 11-14-8.A.– Additional in the downtown area there are a number of businesses that have signs mounted on the building the protrude into the right-of-way. We would request that P&Z consider allowing this practice to continue in the downtown area.
6. Permitted signs set-backs – 11-14-6.B. – Currently a large number of signs are located close to adjacent parcels and do not meet the 30' set-back. Therefore we would request that P&Z review this setback requirement.
7. Signs in residential zones – 11-14-7.A. – We would request that P&Z consider adding a special use permit as an additional condition of having a sign in a residential zone and that the sign can be limited by the special use permit.

Thanks

SJB



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

Date: 13 May 2015  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Hiring of Lifeguards.

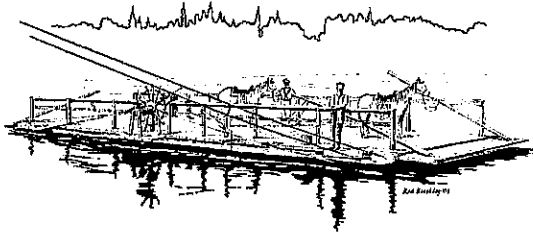
The City has historically employed between 7 and 13 lifeguards at the pool. Over time we have found that 7 leaves us shorthanded and more than 10 results in limited hours for each lifeguard. This year we have only five lifeguards returning including the Head Lifeguard Olivia Langs. All of the returning lifeguards have been good employees in the past. We would recommend that the City hire the five returning lifeguards as listed below. In addition we had one new applicants this year and we interview her prior to the June 1<sup>st</sup> council meeting.

We would recommend that the City employ the following Lifeguards:

Samantha Schmitz	Emma Kelly
Elizabeth Newhouse	Emily Fredericks
Tucker Cavender	

Following is the wage scale approved by the council last fall:

Lifeguard Scale	\$ <del>7.76</del> 7.67
Water Safety Instructor Adjustment (WSI)	\$ 0.50
Lifeguard Instructor Certification (LGI)	\$ 0.50
Lifeguard with WSI	\$ <del>7.80</del> 8.17
Head Lifeguard adjustment	120% of standard scale
Head Lifeguard	\$ 9.80 With WSI
Head Lifeguard	\$ 10.40 Assuming WSI & LGI



# MEMO

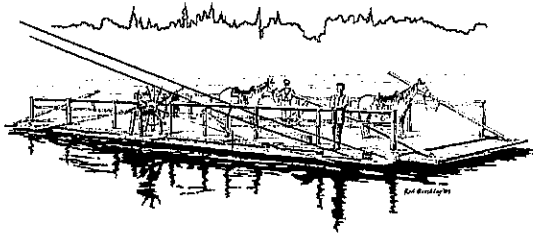
CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 13 May 2015  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Moyie Substation Rebuild.

The Subject Bid is due 15 May at 2:00 after the council packet is completed. We anticipate having a recommendation for the council by the meeting. Any approval will likely be pending legal review for confirming the bonding and public works license requirements.

STB



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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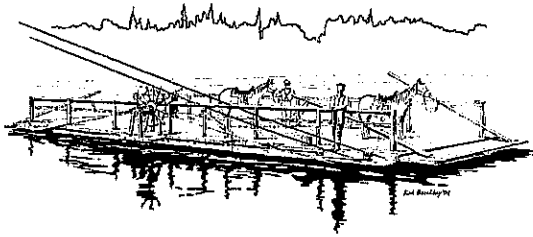
Date: 13 May 2015  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Sick leave – PTO Policy.

We have previously discussed the option of going from sick leave to a PTO policy. In researching the cost of short term disability policies the option of providing benefits for unused sick leave was raised. This is an alternative way of rewarding employees for being reliable.

We feel that this has a great deal of merit for encouraging limited use of sick leave and rewarding the most reliable employees.

Initially we would suggest compensating employees for 25% of their sick leave earned but not used in excess of 480 hours that they currently “lose”. The estimated cost of this is \$5,000 - \$10,000 per year for all of the departments. We would recommend that if the council feels this is a good policy that it be implemented on October 1<sup>st</sup> with the new budget year. That the compensation for the 25% only be paid to current employees who are in good standing. Please note that it takes an employee at least six years to reach the 480 hour cap. We would recommend that if possible these “sick leave bonus” be paid in the last pay period of November.

STB



# MEMO

CITY OF BONNERS FERRY  
CITY ADMINISTRATOR

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Date: 13 May 2015  
To: City Council  
From: Stephen Boorman, City Administrator  
Subject: Water Department Structure.

This memo is to recommend changes to the water department structure and associated pay. Currently the pay in the water and street departments is based on an entry level salary of \$15.23 plus \$0.50 per certification. Then there is an additional adjustment of 10% for a foreman and 30% for the department head. Due to legacy factors one employee is above this level and has been given across the board percent increases like other employees.

Currently our water department has Mr. Ladely designated as the primary plant operator at a foreman level and Mr. Branson as the outside foreman. However all of the department employees report directly to the department head. Currently our three longer term employees have become specialists in different areas of our operations and the two new employees are floated to these senior employees on an as needed basis.

It is our recommendation that we formally restructure the department so that we designate area specialists at the 10% "foreman's" adjustment. Our recommendation would be to continue to designate Mr. Ladely as the water treatment specialist, Mr. Branson as the outside plant specialist, and designate Mr. Delaney as the sewer treatment specialist. This is to acknowledge the existing fact that Mr. Delaney has become our sewer treatment specialist and recognize his excellent work ethic. This change would put Delaney's compensation at \$21.15 per hour.

Further when we hired Mr. Dice we based his compensation on his California licenses which were a Class 3 Treatment and a Class 2 Distribution. When he applied for his Idaho licenses he was given a Treatment 2 and Distribution 1. We plan to appeal the Distribution down grade as that appears to arbitrary and capricious by the ABC certification system comparison rating with AWWA system used by California/Nevada. ABC does not have a comparison to the AWWA treatment classifications so Mr. Dice plans on testing at the next possible opportunity. Therefore we would recommend that we do not change Mr. Dices pay scale until the above formula matches his Idaho certifications.

*STB*

FIBER OPTIC LEASE CANCELLATION AGREEMENT

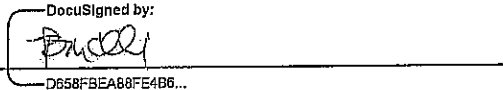
THIS AGREEMENT is between the CITY OF BONNERS FERRY, an Idaho municipal corporation, (hereinafter "the City") and Education Networks of America, Inc. (hereinafter "Lessee"), located at 1101 McGavock Street, Nashville, Tennessee 37203.

1. INTENT: It is the intent of the parties to effect the cancellation of the lease of a fiber optic line between Valley View Grade School and Boundary County High School entered into on August 15, 2012, entitled "FIBER OPTIC LEASE AGREEMENT."
2. AGREEMENT:
  - a. The parties agree that the term of the "FIBER OPTIC LEASE AGREEMENT" entered into on August 15, 2012, was five (5) years at the rate of \$74.80 per month.
  - b. The parties agree that both stipulate to the early cancellation of the aforementioned lease agreement.
  - c. The parties agree that neither party shall be liable to the other for damages or any other early termination fees or costs.
  - d. The City agrees to disconnect service as soon as possible upon receipt of a signed copy of this Agreement and payment of any outstanding lease amounts due.
3. LAW: This contract is to be interpreted under the laws of the State of Idaho.
4. ATTORNEY FEES: If any party has to resort to any legal process to enforce this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs for said enforcement actions.
5. TOTAL AGREEMENT: This Agreement is the total Agreement between the parties. Any further agreement, modification, or change to this Agreement shall be in writing, approved, and signed by both parties.

DATED this 21st day of April, 2015.

EDUCATION NETWORKS OF AMERICA, INC.

CITY OF BONNERS FERRY

By: 

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

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 COUNTRY CABLE, LLC 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 Country Cable, LLC, a corporation licensed to do business in the State of Idaho, has applied to the City Council for the renewal 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 COUNTRY CABLE, LLC, 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 COUNTRY CABLE, LLC by the terms of this Ordinance.
- D. Gross Revenues shall mean all monthly basic and pay services revenues received from Subscribers by COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC herein which are imposed directly upon any Subscriber or user by local or other government unit and collected by COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC.
- 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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.

COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC's existing distribution plant or when twenty-five residents per contiguous mile of cable facilities request and agree to installation of cable service.
- C. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC's existing distribution plant, in the following manner subject to the following: COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC'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, COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC will file its acceptance with the City by countersigning this Agreement. Such acceptance will acknowledge that COUNTRY CABLE, LLC 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 May 1, 2015.

Section 6. Conditions on Use of Streets and Roads.

- A. Trimming/Cutting Trees. COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC shall not cut or otherwise injure any tree to any greater extent than is reasonably necessary.
- B. Restoring Streets. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC has not made such restoration, reconstruction, or repair in a reasonably satisfactory manner, the City, after giving COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC and the City.
- E. Temporary Moving of Wires. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC shall have the authority to require such payment in advance. COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC will have the right to erect and maintain poles where none exist at the time COUNTRY CABLE, LLC seeks to install its Cable Television System. No poles or other wire holding structure shall be erected by COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC Property. COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC 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 216MH<sup>2</sup> (Ch. 13) to 470MH<sup>2</sup> 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. COUNTRY CABLE, LLC will render efficient Cable Service, make repairs promptly, and interrupt Cable Services only for good cause and for the shortest time possible. COUNTRY CABLE, LLC will use reasonable efforts to assume that such interruptions will occur during periods of minimum system use.
- B. COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC's distribution lines become broken, exposed, dislodged from poles, or the poles become damaged or destroyed, COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC's direct cost for such extension in excess of five hundred (500) feet. If this option is not exercised COUNTRY CABLE, LLC shall be released from the obligation to provide service to such buildings. Further, COUNTRY

CABLE, LLC 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, COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC nor any shareholder of COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC.

C. Care. COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC. 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. COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC in the construction and operation of its Cable Television System in the City, provided that the City gives COUNTRY CABLE, LLC 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. COUNTRY CABLE, LLC shall maintain in full force and effect for the Term of this Franchise, at COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC on the prosecution of any such violations.

Section 16. Franchise Fees.

COUNTRY CABLE, LLC will pay to the City quarterly, within sixty (60) days following the end of each quarter, an amount equal to five percent (5%) of COUNTRY CABLE, LLC's annual Gross Revenue ("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 COUNTRY CABLE, LLC and directly related to COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC's books and records directly related to COUNTRY CABLE, LLC's Franchise Fee and COUNTRY CABLE, LLC's Proof of Performance tests.

C. COUNTRY CABLE, LLC 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.

COUNTRY CABLE, LLC shall not transfer this Franchise to another Person, except to a company controlling or controlled by or under common control with COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC and the opportunity of COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC hereunder in the event that COUNTRY CABLE, LLC:

- 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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC available under this Franchise, applicable law, or otherwise, COUNTRY CABLE, LLC 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, COUNTRY CABLE, LLC shall have no further obligation or liability for the operation of a Cable Television or other telecommunications systems within the City's boundaries, except COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC of any constitutional or legal right which COUNTRY CABLE, LLC may have or may be subsequently determined to have, either by subsequent legislation or court decisions. The City acknowledges that COUNTRY CABLE, LLC hereby reserves its rights under applicable Federal and State Constitutions and law.
- E. All notices or correspondence to be served upon the City or COUNTRY CABLE, LLC 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 COUNTRY CABLE, LLC shall be addressed as follows:

Country Cable LLC  
7520 N. Market, Ste. 14  
Spokane, WA 99217  
Fax:

The City and COUNTRY CABLE, LLC 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.

COUNTRY CABLE, LLC 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

COUNTRY CABLE, LLC by the City Clerk upon COUNTRY CABLE, LLC'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 COUNTRY CABLE, LLC's acceptance of the terms of this Ordinance with the City Clerk. Publication 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 Anderson, Mayor

Second Reading: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kris Larson, City Clerk

Country Cable, LLC hereby accepts the within Franchise and agrees to be bound by and comply with the provisions contained herein.

COUNTRY CABLE, LLC.

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

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

SWORN before me this \_\_\_\_ day of \_\_\_\_\_, 2015.

NOTARY PUBLIC for the State of \_\_\_\_\_  
Residing at: \_\_\_\_\_  
Commission expires: \_\_\_\_\_

**Kris Larson**

---

**From:** GayDawn Oyler <goyler@idahocities.org>  
**Sent:** Friday, April 17, 2015 2:33 PM  
**To:** Kris Larson  
**Subject:** 2015 Votine Credentials for AIC Annual Conference



**Association of Idaho Cities**  
3100 South Vista, Suite 310, Boise, Idaho 83705  
Telephone (208) 344-8594  
Fax (208) 344-8677  
[www.idahocities.org](http://www.idahocities.org)

April 15, 2015

Dear Kris:

Please join the AIC Board, staff and myself for the 68<sup>th</sup> Annual Conference June 10-12, 2015, in Boise. A great conference is planned with information packed workshops, outstanding speakers and valuable networking opportunities.

Please forward a copy of this letter and the attached form to your mayor and councilmembers.

Each member city of the Association of Idaho Cities is entitled to cast one vote during the Annual Business Meeting held during the conference. One elected official from each city should be designated as the "voting delegate" and another elected official as the "alternate" by using the "2015 Voting Credentials" form located below. **Please note that voting delegates and alternates must be elected officials and registered for the conference.**

The agenda for the Annual Business Meeting includes election of AIC officers, consideration of resolutions and other business.

Please complete the 2015 Voting Credentials form and email ([goyler@idahocities.org](mailto:goyler@idahocities.org)), mail (AIC, 3100 S. Vista Ave., Suite 310, Boise ID 83705) or fax (208-344-8677) it to the AIC office, attention GayDawn Oyler, no later than May 20, 2015.

We look forward to seeing you at this year's conference.

Sincerely,

---

Seth Grigg  
Executive Director, Association of Idaho Cities



# 2015 Voting Credentials

Each member city of the Association of Idaho Cities is entitled to cast one vote during the Annual Business Meeting at the Annual Conference. Votes must be cast by an **elected official** of any such member city present at the meeting in Boise. Please complete the following form to authorize the representatives for your city and email, mail or fax no later than **Wednesday, May 20, 2015**.

Association of Idaho Cities  
Attn: GayDawn Oyler  
3100 S. Vista Avenue, Suite 310  
Boise ID 83705  
Fax: 208-344-8677  
Email: [goyler@idahocities.org](mailto:goyler@idahocities.org)  
Deadline: June 6, 2014

City: City of Bonners Ferry

## Voting Delegate

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

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

## Alternate Voting Delegate

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

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





C.L. "Butch" Otter, Governor  
Jeffery Sayer, Director

May 12, 2015

The Honorable David Anderson  
Mayor, City of Bonners Ferry  
P.O. Box 149  
Bonners Ferry, ID 83805

Re: Idaho Community Development Block Grant (ICDBG) - Award Letter

Dear Mayor Anderson:

Congratulations, the City has been awarded a \$350,000 Idaho Community Development Block Grant (ICDBG) for the Water Tank Replacement Project.

Any of the project's property acquisition and/or construction activities must not commence until the City has completed (and Commerce approval of) the ICDBG environmental review. However, project design activities can commence if a determination of an environmental exemption has been approved by Idaho Commerce.

The City will need to complete and forward the following documents to Commerce prior to execution of the ICDBG agreement:

- The project's Environmental Review Record.
- Provide documentation that the City has adopted an excessive force policy.
- Publishing the City's adopted Fair Housing Resolution.

Further, ICDBG payments can be set-up for electronic transfer. This will improve time of ICDBG payment receipt. Let us know if you would like to pursue electronic transfer.

Your designated project number is ICDBG-15-I-07-PF. If you have any questions concerning your project, please call Tony Tenne, Community Development Specialist, at (208) 780-5147.

Sincerely,

A handwritten signature in black ink, appearing to read "Dennis J. Porter", written over a horizontal line.

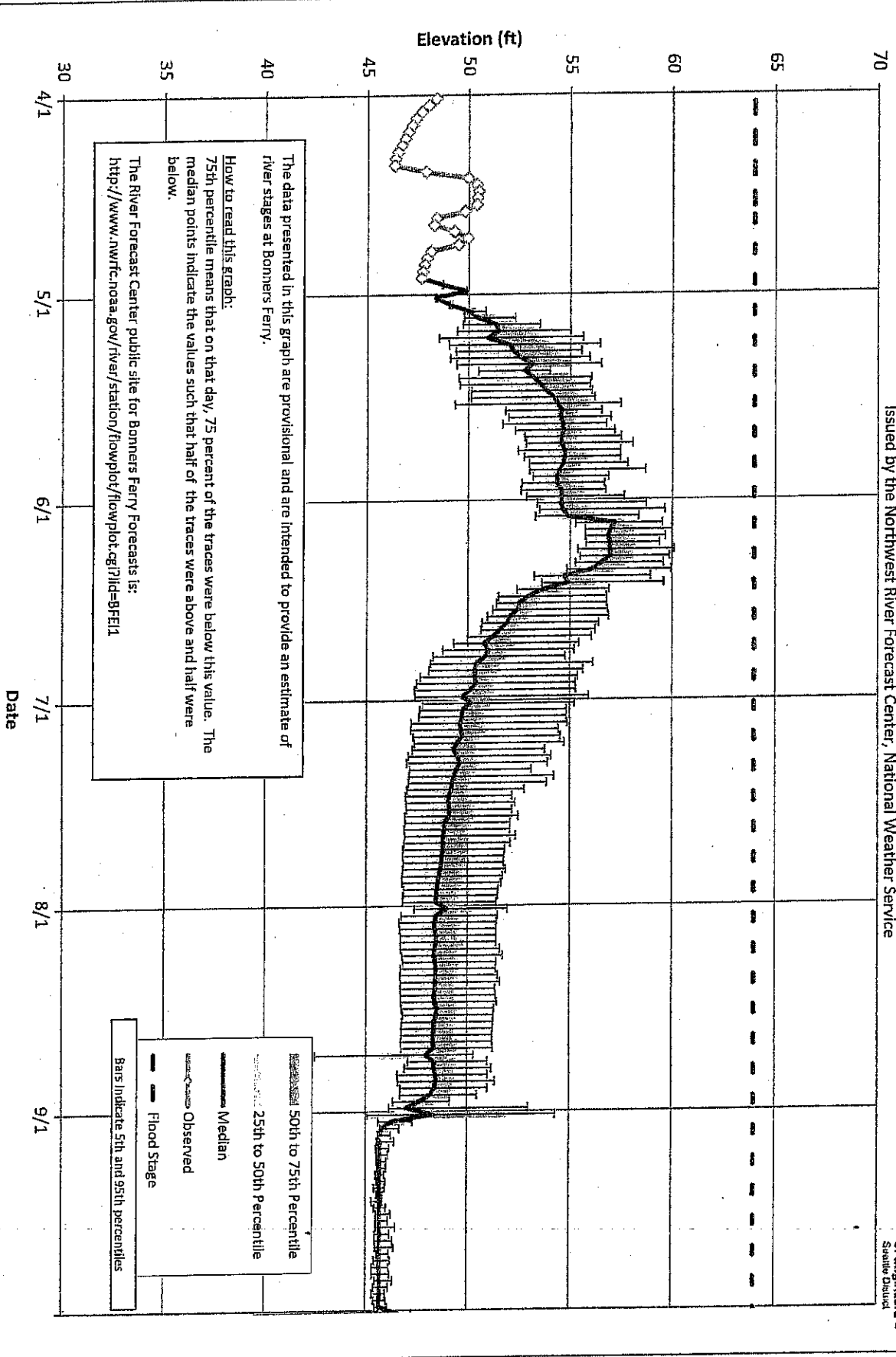
Dennis J. Porter, Manager  
Industry and Community Services Division

DP/aa

cc: Steve Meyer, EAC  
Nancy Mabile, Nancy Mabile & Associates

### Bonnerr's Ferry Stage

Corpus of Engineers Projections Based on the 53 Ensemble Streamflow Prediction Traces  
 Issued by the Northwest River Forecast Center, National Weather Service



The data presented in this graph are provisional and are intended to provide an estimate of river stages at Bonner's Ferry.

**How to read this graph:**  
 75th percentile means that on that day, 75 percent of the traces were below this value. The median points indicate the values such that half of the traces were above and half were below.

The River Forecast Center public site for Bonner's Ferry Forecasts is:  
<http://www.nwrffc.noaa.gov/river/station/flowplot/flowplot.cgi?id=BFE11>

50th to 75th Percentile  
 25th to 50th Percentile  
 Median  
 Observed  
 Flood Stage  
 Bars Indicate 5th and 95th percentiles



# PUBLIC ANNOUNCEMENT

U.S. ARMY CORPS OF ENGINEERS

BUILDING STRONG®

For Immediate Release:  
April 29, 2015

Contact:  
Scott Lawrence, 206-764-6896  
[aaron.s.lawrence@usace.army.mil](mailto:aaron.s.lawrence@usace.army.mil)

## Army Corps to host public information meeting at Bonners Ferry

The U.S. Army Corps of Engineers is hosting a Libby Dam annual operations public information meeting in Bonners Ferry, Idaho, on May 28.

Representatives from the Corps, National Weather Service, and U.S. Fish and Wildlife Service will discuss water supply forecasts, Libby Dam operations, and Kootenai River white sturgeon recovery.

Members of the public, officials and stakeholders with an interest in Libby Dam and the Kootenai River are encouraged to attend and learn more about dam operations.

### Public Information Meeting Details:

Thursday, May 28, 7-9 p.m.  
Kootenai River Inn  
Bonners Ferry, Idaho

###

**Notice  
Fee Increase Hearing**

The City of Bonners Ferry will meet on June 2, 2015 at 7:00 p.m. in the City Hall Council Chamber, 7232 Main Street, Bonners Ferry, Idaho, for the purpose of taking public testimony regarding the new or increased fees listed below and to explain the reasons for such fees or increases. The following items will be considered:

1. Increase swimming pool season passes from \$5.00 to \$10.00 for city residents and from \$10.00 to \$20.00 for non-city residents, to help meet maintenance and operation costs of the swimming pool.
2. Increase water capitalization fees from \$1,000 per equivalent dwelling unit to \$3,048 per equivalent dwelling unit, to reflect current replacement cost of the water system.
3. Increase sewer capitalization fees from \$517 per equivalent dwelling unit to \$1,196 per equivalent dwelling unit, to reflect current replacement cost of the sewer system.

Any person requiring a special accommodation due to a disability condition should contact the Bonners Ferry City Clerk at (208) 267-3105. This contact should be made at least two days prior to the hearing.

Please publish as an advertisement: May 21, 2015  
May 28, 2015



# Linking Up NYC

The city is expanding free Wi-Fi by transforming old pay phones into hot spots.

**W**hat is a phone booth without a phone? In general, it's an eyesore. But not in New York City, where beginning this year old phone booths will be transformed into about 10,000 sleek metal slabs that will provide high-speed digital access throughout the entire city.

The plan is called LinkNYC, and it's important for two reasons. One, it may be a plan other cities can copy—there are certainly plenty of old public pay phones around. Two, it's an example of reimagining old assets and connecting citizens to what is increasingly a vital and life-enhancing service: the Internet.

The project originated under Mayor Michael Bloomberg and his Reinvent Pay-phones Design Challenge. But Mayor Bill de Blasio is carrying the program forward, arguing it's a way to help address the digi-

tal divide. The city has entered into a contract with a consortium of private companies, acting under the name CityBridge, which will tear down the roughly 9,000 old pay phones and replace them with kiosks fit with a screen, telephone and charging port for mobile devices. Users will be able to walk up to these screens and get information, call 911 or call anywhere in the United States for free.

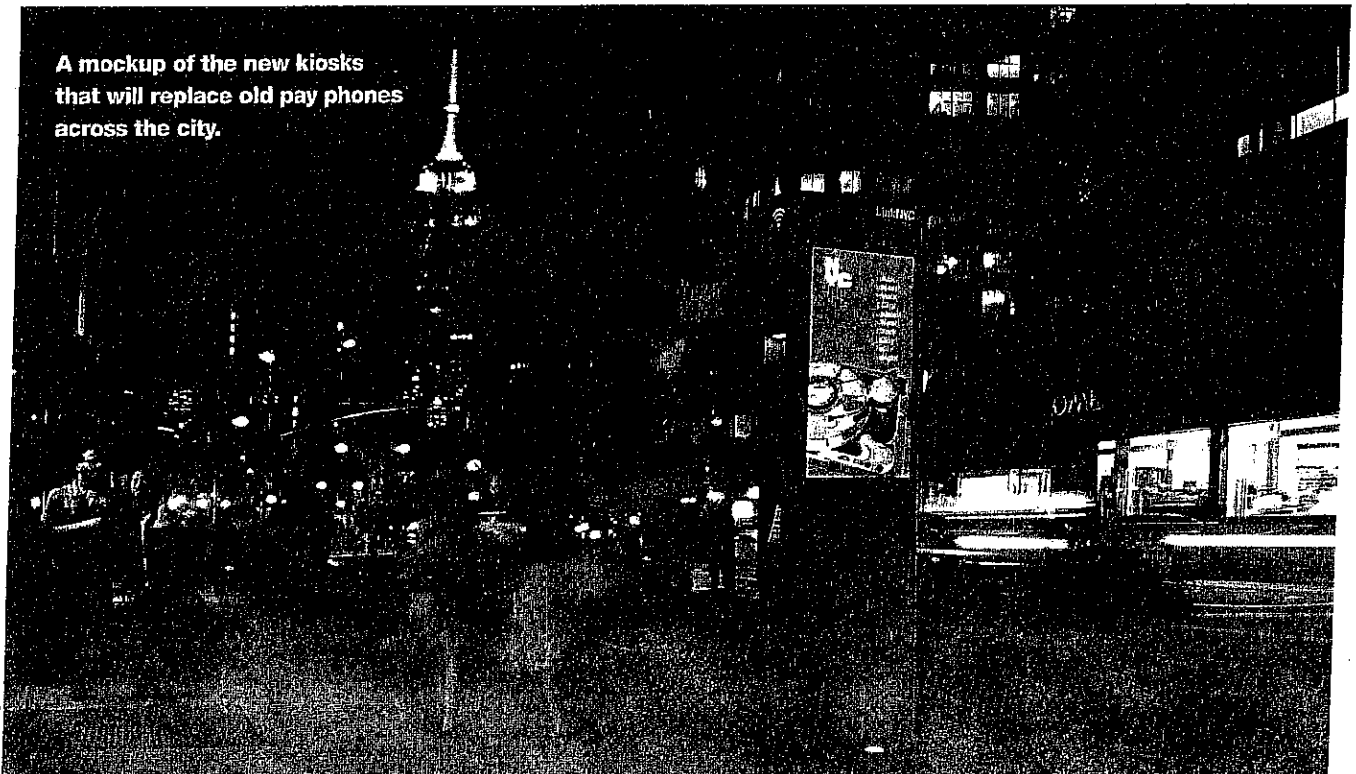
Most important, New Yorkers will get really fast Internet service. Within a radius of 150 feet, most kiosks will provide a gigabyte per second service, a speed almost unimaginable to most Americans (although not uncommon in some other countries). At this speed, a two-hour, high-definition movie will download in about 30 seconds, and up to 250 people can use it at one time without diminishing service, according to the consortium.

You can imagine how this will change life in the big city. Will we see hordes clustering around these stations, laptops in hand? Will apartments within 150 feet of the kiosks go up in value?

Not only will New York City residents get high-speed Internet access, but the city government will also get an estimated \$500 million in direct payments from CityBridge over the next 12 years. So the next question is, what does CityBridge get? Revenue from advertising, which will play on most of the screens. It's a variation of what New York has already done with its citywide bike system. A private company supplies the bikes, pays most or all the cost and in return gets the advertising.

The expenses of such a system are not inconsiderable. These new kiosks have to be designed and built, software written, sidewalks dug up and supplementary

A mockup of the new kiosks that will replace old pay phones across the city.



fiber-optic lines laid. Can advertising really pay for all this? Apparently so.

One factor here—and something for other cities to consider—is that digital advertising on, say, a bus shelter pays four to five times what conventional advertising does on that same shelter. This is because you can change a digital ad every few seconds, thus selling the same space multiple times. And expenses are lower, because you don't have to physically send someone to change the ad.

There are a few wrinkles in the plan, however. The principal appeal of the plan relies on access to what is the gold of our digital age: fiber-optic lines. This in turn gets into what is underneath the sidewalks and old pay phones. In Manhattan, it will be easier to tap into existing fiber-optic networks of largely private companies, including Verizon. In some of the poorer, outer boroughs, the Internet service will have to go through old-fashioned copper cables, which means much slower speeds—although typically still faster than what most homes have. The city has pledged to use some of the revenue from the plan to improve service in these places.

How would high-speed public Wi-Fi networks work with what, to me, is still the best option: municipal fiber-optic networks, such as the ones now enjoyed by Chattanooga and smaller towns like Lafayette, La.; Wilson, N.C.; or Galax, Va.? They would complement each other. Ideally a public utility could supply high-speed Internet access via Wi-Fi in public parks and streets, and through fiber-optic lines into homes and offices.

Will other cities follow New York's lead? It's a nice thought that all those old, mostly useless phones will become digital hubs. Smaller towns and cities might not generate as much advertising revenue per kiosk—something that needs study—but a city could supplement the costs.

And what about nostalgia for those phone booths? LinkNYC has pledged to leave three old-fashioned telephone booths on the Upper West Side. **G**