

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

August 16, 2016  
7:00 p.m.

### **PLEDGE OF ALLEGIANCE**

### **PUBLIC HEARING**

Cable Television Franchise Hearing

### **PUBLIC COMMENTS**

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

### **GUESTS**

Clif Warren – Spot Bus Joint Powers Agreement

### **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 August 2, 2016 Council Meeting Minutes and August 3, 2016 Special Council Meeting Minutes

### **OLD BUSINESS**

5. City – Third Reading of Cable Television Franchise Agreement Ordinance (attachment)
6. City – Adopt Cable Television Franchise Ordinance #555

### **NEW BUSINESS**

7. City - Authorize Mayor to Sign Spot Bus Joint Powers Agreement (attachment)
8. City – Reject Offer of Terrorism Coverage (attachment)
9. Economic Development – Approve Contract with Dennis Weed for Waiver of Vacation Sick, and Personal Leave and Approve Comp Time Accrual (attachment)
10. City – Approve Special Event Permit for the All Class Reunion for on July 29, 2017 (attachment)

11. City – Discuss High Five Children's Health Collaborative Grant (attachment)
12. City – Approve Tentative Fiscal Year 2017 Budget for Publication (attachment)
13. City – Discuss Date for Joint City/County Meeting at Moyie Springs City Hall
14. City – Approve Grant Writer Proposal
15. City – Discuss Special Event Permits

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

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

#### **ADJOURNMENT**

#### **INFORMATION**

16. P&Z – Hearing on September 6, 2016 at 6:00 p.m. for Special Use Permit for Kristina King for Childcare at 6480 Washington Street (attachment)
17. City – Fiscal Year 2017 Budget Hearing on September 6, 2016 at 7:00 p.m.
18. City – Letter Dated August 1, 2016 from Pape Machinery RE: Bonners Ferry Store Closing September 1, 2016 (attachment)
19. City – Persi Training at Fire Hall on September 29, 2016 (attachment)

### **Notice of Public Hearing**

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

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

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

City of Bonners Ferry

ATTEST: \_\_\_\_\_  
City Clerk

Please publish: July 21, 2016

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: \_\_\_\_\_

# JOINT POWERS AGREEMENT

## Selkirks-Pend Oreille Transit Authority ("SPOT")

This Joint Powers Agreement ("Agreement") is entered into pursuant to the provisions of Idaho Code §§ 67-2326 through 67-2333, relating to the joint exercise of powers by and among the following public agencies of the State of Idaho: the City of Dover; the City of Sandpoint; the City of Kootenai; and the City of Ponderay.

### RECITAL

- A. In June 2011, the cities of Dover, Sandpoint, Kootenai and Ponderay cooperated in the creation of a public transportation system, "Selkirks-Pend Oreille Transit", commonly known as "SPOT".
- B. The City of Dover operates SPOT under the guidance and advise of a committee composed of the mayors of each city.
- C. The cities of Dover, Sandpoint, Kootenai and Ponderay contribute annually to the operating costs of SPOT.
- D. The public transportation demands for residents, visitors and workers commuting to employment centers in the region are increasing and it is the desire of the parties to provide efficient and responsive public transportation services which are coordinated in a manner to encourage ease of ridership and quality services.
- E. The parties to this Agreement are municipal corporations organized and existing under and by virtue of the laws of the State of Idaho and as such are authorized and empowered by Idaho Code § 50-322 to purchase, lease or otherwise procure public transportation systems and to provide by general ordinance for the regulations governing the maintenance and operation of the same.
- F. It is the mutual desire of the parties, acting pursuant to Idaho Code § 67-2328, to maintain an authority board to procure, establish, operate, maintain and plan for a public transportation system in and between the corporate limits of Dover, Sandpoint, Ponderay, and Kootenai and within Bonner and Boundary Counties.

## JOINT POWERS AGREEMENT

Now be it therefore resolved, in consideration of the mutual advantages and benefits to each public agency, which is a party hereto, and the mutual covenants herein contained, the public agencies agree as follows:

### 1. **Creation.**

- 1.1 **Name.** The "Selkirks-Pend Oreille Transit Authority" ("Authority" or "SPOT") is hereby created as a joint powers entity, separate and apart from any political subdivision, or public agency, through this Joint Powers Agreement pursuant to the provisions of Idaho Code § 67-2326 through 67-2333.
- 1.2 **Members.** The public agencies, as defined in I.C. § 67-2327, which enter into this Joint Powers Agreement and any other public agencies which qualify and agree to the terms of this agreement subsequent to the original formation shall be the "Members" of SPOT.
- 1.3 **Operation.** SPOT shall make decisions and act through its Board. The Board shall be governed by the terms of this Joint Powers Agreement and any bylaws adopted by SPOT, provided, however, that said By-laws shall be amended so as not be inconsistent with or contrary to the provisions of this Agreement, or any applicable local, state or federal law and shall provide that at least a simple majority must concur for the Authority to act.
- 1.4 **Purpose.** The purpose of SPOT is to establish, implement, maintain, fund and operate a public transportation system for the benefit of the Members' commuters, residents and visitors.
- 1.5 **Duration.** The duration of SPOT shall be for a period of six (6) years provided, however, that the same may be extended for an additional periods or periods of time, as the Members deem appropriate. Any such extension of this agreement shall be in writing, adopted by the governing body of each of the Members hereto.
- 1.6 **Non-Waiver of Immunity.** Members of SPOT, by participation in this joint powers agreement, do not waive any immunities or limitations of liability provided to political subdivisions or their employees by any state or federal law.

### 2. **Members.**

- 2.1 **Board Representative.** After execution of this Agreement, the Mayor or Chairman of each Member shall appoint one representative to serve on the Board.
- 2.2 **Additional Members.** Additional public agencies authorized under Idaho Code to participate in a joint powers agreement may be included as Members, upon a majority vote of the existing Members to allow said public agency to participate, conditioned upon the public agency agreeing in writing to be subject to the terms of this Agreement.
- 2.3 **Withdrawal.** Any Member may withdraw from SPOT after giving written notice to the Board. The withdrawal shall be effective on August 1<sup>st</sup> following the notice.

A Member may also withdraw from SPOT within fifteen (15) days after the adoption of an amendment to this Agreement, such withdrawal to be effective immediately.

- 2.4 **Expulsion.** After notice and the reasonable opportunity to cure of not less than thirty (30) days, the Board, by a two-thirds (2/3) vote, may expel a Member for failure to carry out the obligations of a Member and where such failure impairs the ability of SPOT to carry out its purpose or powers.
3. **Obligation of Members.** The obligations of Members shall be as follows:
    - 3.1 To pay promptly the Member's share of the annual cost of the budgeted expenditures for SPOT in such amounts as shall be established by the Board pursuant to this Agreement;
    - 3.2 To designate a representative for the Board; and
    - 3.3 To cooperate with the officers, agents and employees of SPOT in activities relating to the purposes and powers of SPOT.
4. **SPOT Powers and Duties.** SPOT shall have the authority and power to purchase, lease, or otherwise procure multimodal transportation systems, and to promulgate regulations governing the maintenance and operation of the same. Such delegated powers shall include but are not limited to:
    - 4.1 As a separate legal entity under state and federal statutes, to apply for, receive and operate under financial assistance from federal and state governments and from any agency or political subdivision thereof, or from any private sources;
    - 4.2 To acquire by purchase, gift, lease, sublease or otherwise, and to the extent and in the manner that a city or county operating under the laws of the State of Idaho might do so, real or personal property necessary for the establishment, operation and maintenance of a public transportation system, including but not limited to the procurement of rolling stock, and land and easement acquisitions;
    - 4.3 To fund operational and maintenance costs of operating a public transportation system, including operation of vehicles and hiring of employees
    - 4.4 To prepare, develop, approve and implement strategic plans for the operation of SPOT and to coordinate SPOT services with the multi-modal transportation plans of the Members;
    - 4.5 To create an annual budget for the operation of SPOT and manage contributions from the Members for the operations of SPOT;
    - 4.6 To contract with public or private agencies, companies or other entities for the provision of public transportation services or in order to meet requirements of State and/or Federal Transportation legislation;
    - 4.7 To create technical and citizen committees and any other committees deemed necessary, to advise SPOT on transportation related matters;
    - 4.8 To provide opportunities for public comment and review of SPOT services;
    - 4.9 To employ agents, employees and independent contractors;

- 4.10 To invest funds as allowed by Idaho statutes;
  - 4.11 To sue and be sued; and
  - 4.12 To carry out such other activities as are necessarily implied or required to carry out the purposes of SPOT, as specified in Article 1 of this Agreement or the specific powers enumerated in this Article.
5. **Financial Operations.** Financial operations of SPOT shall be committed to the sound discretion of the Board.
- 5.1 **Budgeted Expenditures.** The Board of SPOT shall establish a preliminary annual operating budget in an amount necessary to operate and maintain the level of service determined by the Members. The preliminary budget shall be submitted to the Members prior to April 10<sup>th</sup> of each year. Nothing herein shall be construed as obligating the Members to grant any revenue request or contribution. The Board shall also determine the pro-rata share of each Member and establish the time period for when payment is due. During each fiscal year, the Members shall contribute their respective amount of money as determined by the adopted budget, subject to approval of each Party's governing board. Upon approval of the Board, a Member may contribute its share of the budget through in-kind services, equipment, personnel, personal or real property.
  - 5.2 **Limitation on Expenditures.** The budgeting, allocation and use of said funds by the Authority shall be in accordance with the purposes and powers herein provided for, and in no event shall the Authority use, spend, encumber or commit funds of the Parties in amounts exceeding those funds actually budgeted and contributed to the Authority by the Parties.
6. **Board.** A representative on the Board shall serve for the term designated by the Member that he/she represents. A Member's Mayor or Chairman may replace its representative at any time and for any reason.
- 6.1 **Powers and Duties.** The Board shall have the following powers and duties
    - 6.1.1 To annually elect a chairman and vice-chairman and secretary ("Officers"). The Officers must be elected from among the Board by majority vote. In the event that a Member replaces its representative and that representative is an Officer, the Board shall hold a new election to fill the vacancy for the remainder of that Officer's term.
    - 6.1.2 To admit new Members in accordance with Article 2.
    - 6.1.3 To establish the annual operating budget for SPOT and determine the pro-rata share of each Member and establish the time period for payment of the pro-rata share.
    - 6.1.4 To provide for selection of all personnel and contractors necessary for the operation of SPOT.
    - 6.1.5 To establish a schedule for all Board meetings.
    - 6.1.6 To exercise all powers of SPOT, except powers reserved to the Members.

- 6.1.7 To make reports to the Members at their meetings.
  - 6.1.8 To provide for the investment and disbursement of funds.
  - 6.1.9 To establish bylaws, rules and regulations governing its own conduct and procedures and the powers and duties of its officers, not inconsistent with this Agreement.
  - 6.1.10 To provide to members and annual report of operations and financial affairs.
  - 6.1.11 To form committees and advisory panels; to provide other services as needed by SPOT. The Board shall determine the method of appointment and terms of members of committees and advisory panels.
  - 6.1.12 To dissolve SPOT in accordance with a majority vote by the Board.
  - 6.1.13 To follow public procurement laws in the selection of services or purchase of equipment.
  - 6.1.14 To do all acts necessary and proper for the implementation of this Agreement.
- 6.2 **Meetings of the Board.** All provisions of Idaho's open meeting law shall apply to the Board's meetings.
- 6.2.1 The Board shall set a time and place for regular meetings.
  - 6.2.2 The Chairman may call a special meeting. Alternatively, the Chairman shall call a special meeting upon the request of a majority of the Board.
  - 6.2.3 A majority of representatives shall constitute a quorum to do business. All acts of the Board shall require a majority vote of those present and voting.
  - 6.2.4 Each board member shall be entitled to one vote.
- 6.3 **Liability of Board and Officers.** The directors, Board representatives and officers of SPOT should use ordinary care and reasonable diligence in the exercise of their power, and in the performance of their duties hereunder; they shall not be liable for any mistake of judgment or other action made, taken or omitted by them in good faith; nor any action taken or omitted by any agent, employee or independent contractor selected with reasonable care. No director shall be liable for any action taken or omitted by any other director. The assets of SPOT shall be used to defend and indemnify any Director, Member representative, officer or employee for actions taken by each such person in good faith within the scope of his or her authority for SPOT. SPOT may purchase insurance providing coverage for directors, officers and employees.
7. **Dissolution.** SPOT may be dissolved and terminated by majority vote of the Board, provided that the Members have been provided with a notice of intent to dissolve at least 30 days prior to the decision. Upon the dissolution of the Authority, the property owned by the Authority shall be sold or distributed in the manner provided for by law for the disposition of property by cities, and the proceeds of any such sale shall be divided among the Members in proportion equal to the annual operating and capital contributions of each to the Authority since its inception. Provided however that prior to any sale of property,

real or personal, the Members may agree to distribute said property between themselves in a manner deemed by them to be equitable and approved in writing by the governing body of each. In the event of termination, any then-existing valid contractual obligations of SPOT shall become joint obligations of the parties.

8. **Other Terms.**

- 8.1 **Rights and Remedies Cumulative.** The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided at law or in equity. A party's failure to exercise a right, power, privilege, or remedy hereunder shall not preclude further exercise at a later date.
- 8.2 **Counterpart Execution.** This Agreement may be signed in counterparts. Each identical copy of an agreement signed in counterparts is deemed to be an original and all identical copies shall together constitute one and the same instrument.
- 8.3 **Modification.** This agreement may be modified or revoked by written agreement of the parties, provided no action shall violate or impair any then-existing contractual obligation relating to SPOT.
- 8.4 **Performance Date.** Any performance required under this instrument that falls due on a Saturday, Sunday, federal holiday, or state bank holiday may be performed on the next day that is not a Saturday, Sunday, federal holiday, or state bank holiday.
- 8.5 **Attorney's Fees.** If a party initiates an arbitration or judicial action, including an appeal, as to the interpretation or enforcement of this agreement, including remedies upon default, the substantially prevailing party shall be entitled to reimbursement of its reasonable attorney fees and costs.
- 8.6 **Entire Agreement.** This agreement contains the entire agreement of the parties respecting the matters herein and supersedes all prior written and oral agreements between the parties respecting such matters.
- 8.7 **Interpretation.** The captions and titles are for convenience and reference only. They shall not define, limit or construe the contents of any provision. Unless otherwise suggested by the context of the provision, the masculine gender shall include the feminine and vice versa. Words used in singular include the plural and vice versa.
- 8.8 **Severability.** Any provision prohibited by law or unenforceable shall not affect the remaining provisions of the agreement.

In witness whereof, the Parties have caused this Agreement to be executed by the duly-authorized representatives, effective the last date of execution.



**CITY OF DOVER**

Signed: Amir Shaha

By: Mayor

Attest: Michelle Dutcher

By: City Clerk

Dated: 4/14/16

**CITY OF SANDPOINT**

Signed:   
By: Mayor

Dated: April 25, 2016

Attest:   
By: City Clerk

**CITY OF PONDERAY**

Signed: Steve Gogel  
By: Mayor

Dated: 5-4-16

Attest: Sue Warren  
By: City Clerk

**CITY OF KOOTENAI**

Signed: Nancy Lewis  
By: Mayor

Dated: 5-3-16

Attest: Ronda L Whittaker  
By: City Clerk

## Kris Larson

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**From:** shelly Deitz <sdeitz@pace-kerby.com>  
**Sent:** Monday, August 08, 2016 2:11 PM  
**To:** Kris Larson  
**Subject:** 2016 ICRMP RENEWAL  
**Attachments:** City of Bonners Ferry ICRMP 2016 RENEWAL.pdf; City of Bonners Ferry TRIA.pdf; City of BF ICRMP Certificates.pdf

Good afternoon Kris,

Please find attached the City of Bonners Ferry's 2016 ICRMP Renewal policy. Included in the policy are the auto ID Cards and the Offer of Terrorism Coverage. If you DO NOT want Terrorism Coverage it is important that you sign and date the Terrorism Rejection Form and return it to our office by September 6th. If it isn't returned, Terrorism Coverage will be included in your policy with an additional premium of \$37,828.00. You can return the form to me by e-mail, fax to 267-6880 or drop by our office.

I have also attached copies of the Certificates for your files. I will mail a copy of the Certificates to the Certificate Holders this week.

Please let me know if you have any questions.

Thank you,

*Shelley Deitz  
Pace-Kerby & Co, Inc.  
Direct line: 208-267-6882  
Fax: 208-267-6880  
sdeitz@pace-kerby.com*

This e-mail transmission and any attachments that accompany it may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law and is intended solely for the use of the individual(s) to whom it was intended to be addressed. If you have received this e-mail by mistake, or you are not the intended recipient, any disclosure, dissemination, distribution, copying or other use or retention of this communication or its substance is prohibited. If you have received this communication in error, please immediately reply to the author via e-mail that you received this message by mistake and also permanently delete the original and all copies of this e-mail and any attachments from your computer.

Please note that coverage cannot be bound or altered by sending an e-mail. You must speak with or receive written confirmation from a licensed representative of our firm to put coverage in force or make changes to your existing policy. Thank you.

## NOTICE - OFFER OF TERRORISM COVERAGE (Required by Federal law)

### NOTICE – DISCLOSURE OF ADDITIONAL PREMIUM

TO: ICRMP Member:

The Terrorism Risk Insurance Act, as extended on December 26, 2007 by the enactment of the Terrorism Risk Insurance Program Reauthorization Act of 2007 (TRIPRA), is a U.S. Treasury Department program under which the federal government would share, with regulated insurance carriers, the risk of loss from terrorist attacks. The Act applies when the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, certifies that an event meets the definition of a "certified act of terrorism". Certified acts of terrorism can also include foreign or domestic acts of terrorism, but they still must be certified as such by the Federal officers listed above.

In accordance with the Terrorism Risk Insurance Act, as extended on December 26, 2007, we are required to offer you coverage of all of the property we insure that your agency owns against any "certified act of terrorism". Your public agency must decide whether you desire the coverage (for an additional premium) or whether you choose to reject the offer of coverage and not pay the premium. The choice belongs to the governing board.

If you choose to accept this offer of terrorism coverage, your premium will include the additional premium for terrorism as stated in this disclosure. If you choose to reject this offer, you must do so by signing the enclosed statement and returning it to your agent, Darrell Kerby at (208) 267-3123 or mail directly to ICRMP at P.O. Box 15249, Boise, Idaho, 83715.

If you reject coverage under the Act, the ICRMP policy provided to your public entity will provide an alternative form of coverage of terrorism-related insurance. Rather than cover the entire value of every item of property every public entity member of ICRMP might insure, the alternative form of coverage will provide a fixed amount of coverage (50 million dollars) for the entire membership of ICRMP during any single policy year. If terrorism-caused covered losses do not exceed 50 million dollars during any single policy year, such losses will be paid in full, subject to policy terms and conditions. If total terrorism-caused losses exceed 50 million dollars in the current policy year, such losses will be paid on a *pro-rata* basis among members suffering covered terrorism-caused losses, in proportion to their covered losses expressed as a percentage of all covered losses. Coverage under this alternative process shall not require certification by the Federal officials pursuant to TRIPRA.

**Named Insured: City of Bonners Ferry**

#### ***DISCLOSURE OF PREMIUM***

If you accept this offer, the premium for terrorism coverage is estimated to be an additional amount of **\$37,828** over and above your proposed renewal Member contribution based on reported total insured values of **\$37,827,838**.

**CONTINUED ON NEXT PAGE**

**IF YOU WISH TO REJECT COVERAGE UNDER THE TERRORISM RISK INSURANCE ACT, AS EXTENDED ON DECEMBER 26, 2007, THE NAMED INSURED MUST APPROVE AND SIGN THE FOLLOWING STATEMENTS:**

**TERRORISM RISK INSURANCE ACT REJECTION OF FULL COVERAGE**

We, as a Member of ICRMP, acknowledge that we have been notified as required under the Terrorism Risk Insurance Act, as extended on December 26, 2007, that as respects to the above referenced policy of insurance policy referenced above:

1. We have been offered coverage for acts of terrorism as defined in the Act;
2. We have been advised that if we accept coverage for acts of terrorism as defined in the Act, the United States Government will participate in the payment of terrorism losses insured under the Act, subject to the provisions of the Act;
3. We have been told that if we reject coverage under the Act by signing this notice, to the extent allowed by law, we will have only our respective share of the alternative coverage for any act of terrorism under the policy issued by ICRMP.
4. We have been notified of the annual premium for coverage for acts of terrorism as defined in the Act.
5. We hereby **reject** coverage for acts of terrorism as defined in the Act and understand my policy will contain an exclusion for acts of terrorism as defined by TRIPRA, but will otherwise provide limited coverage concerning acts of terrorism as addressed by the ICRMP policy issued annually to Members.

\_\_\_\_\_  
Chief Executive/Administrative Officer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print

\_\_\_\_\_  
public office held

City of Bonners Ferrv  
Public Entity Name

**RETURN THIS FORM TO YOUR AGENT OR ICRMP. A COPY OF THIS DOCUMENT IS AS BINDING AS THE ORIGINAL.**

**ATTENTION AGENT: THIS FORM MUST BE SIGNED PERSONALLY BY AN AUTHORIZED OFFICER OF THE INSURED AND RETURNED TO ICRMP.**

## Kris Larson

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**From:** Dennis Weed <dweed@boundaryedc.com>  
**Sent:** Thursday, August 04, 2016 9:43 AM  
**To:** Kris Larson  
**Cc:** Andrakay Pluid; David Sims  
**Subject:** RE: Waiver of Vacation, Sick, Personal Leave

Kris,

Yes, what you stated is correct. I would like to waive vacation, sick and personal leave. There will probably be a few pay periods over the 80 hours and if the council agrees, the comp time should be taken off after 6 months. Thanks Kris, I appreciate the note back.

Dennis

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**From:** Kris Larson [mailto:klarson@bonnersferry.id.gov]  
**Sent:** Thursday, August 04, 2016 9:26 AM  
**To:** Dennis Weed  
**Cc:** Andrakay Pluid; David Sims  
**Subject:** Waiver of Vacation, Sick, Personal Leave

Hi Dennis,

I spoke with our attorney today regarding the accrual of vacation, sick, and personal leave that you said you would rather not accrue. She said since it is City policy to accrue those benefits you could ask that they be waived. As far as converting you to an hourly position rather than salary, there should not be a problem. We will just have to ask Council to make an exception for the accrual of comp time for you. We will have to accrue comp time if you have over 40 hours in a week. It will accrue at time and a half and we cannot waive this. If I understood what you said yesterday, you did not really want comp time either. If this is the case we can ask Council to set a time certain for using the comp time and if it is not used take it off the books. This will be a different practice than in the past but we can work with you.

Please let me know if you have a difference in understanding or have any questions.

Thanks,  
Kris

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No virus found in this message.

Checked by AVG - [www.avg.com](http://www.avg.com)

Version: 2015.0.6201 / Virus Database: 4627/12739 - Release Date: 08/03/16



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

Date of Application: 8-11-16  
License Issued to: All Class Reunion  
Business Name: All Class Reunion  
Mailing Address: PO Box 1958  
Physical Address: \_\_\_\_\_  
Phone Number: 290-7858  
Type of Event: Street Dance  
Dates of Event: July 29, 2017  
Location of Event: Main Street 7-29-16 7-30-16  
Time of Event: Dance 8pm - midnight street closed 7am - 11am

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: Christine McNamee  
Printed Name: Christine McNamee  
Office/Title: Treasurer

RECEIVED  
AUG 11 2016  
CITY OF BONNERS FERRY

**Office Use:**

Fee Paid  Date 8-11-16 Receipt No. 10

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

# High Five!

Children's Health Collaborative

Powered by

Blue Cross of Idaho Foundation for Health

## 2017 Community Transformation Grant

*"The things that make you healthy don't just happen in a doctor's office – they happen in in our community!"*



The Blue Cross of Idaho Foundation is a nonprofit charitable foundation established in 2001 by Blue Cross of Idaho. The foundation's mission is to improve the health and wellness of all Idahoans. We do this through collaborative partnerships, health programs, and community giving.

## GRANT OVERVIEW AND PURPOSE

Your zip code shouldn't be the main predictor of how long you live, but it is....

Over the past few years the growing trend of childhood obesity has been at the forefront of the health conversation in our nation. The mission of the High Five Children's Health Collaborative is to engage Idaho to reduce childhood obesity. Health doesn't only happen in a doctor's office, it starts in our communities. Research shows that youth living in healthy communities are less likely to suffer from heart disease, diabetes, and obesity and more likely to live a healthier, happier life.

Through this grant, the Blue Cross of Idaho Foundation seeks to support communities' efforts to become healthier places for youth to live, work, learn, and play. **The Community Transformation Grant will support community partnerships that focus on improving health conditions for youth in Idaho communities.** We are interested in partnerships and projects that address increasing physical activity and access to healthy, affordable foods. The health of communities depends on multiple factors and we seek grantees committed to improving results in our focus areas shown below.

COMMUNITY TRANSFORMATION GRANT	
FOCUS AREAS	INDICATORS
HEALTHY EATING	<ul style="list-style-type: none"><li>▪ Percent of youth who eat at least five servings of fruits and vegetables per day</li><li>▪ Percent of youth consuming more than two sugar sweetened beverages daily</li><li>▪ Percent of youth increasing water intake daily</li><li>▪ Increased (at home) healthy meal preparation</li></ul>
PHYSICAL ACTIVITY	<ul style="list-style-type: none"><li>▪ Increased physical activity (physical fitness)</li><li>▪ Percent of youth watching less than two hours of TV</li><li>▪ Percent of youth getting one hour of exercise at least four days a week</li><li>▪ Improved walkability, bikeability, and/or green space in your community</li><li>▪ Access to a playground at parks</li></ul>

The 2017 Community Transformation Grants are intended to engage communities across Idaho to organize collaboration among multiple sectors – education, healthcare, non-profits, government, business and philanthropy – to focus on the reduction and/or prevention of childhood obesity. The purpose of the High Five Community Transformation Grant is to develop a greater number of communities that encourage healthy eating, physical activity and the establishment of safe and healthy environments for children. The Blue Cross of Idaho Foundation is providing the base funding for the grants. The grants will include monetary and technical assistance, for three community partnerships in Idaho.

## GRANT GUIDELINES

Through this RFP we expect to award up to \$750,000 in grants to three Idaho cities. Funding will depend upon each community's identified projects and action plan developed by the community partnership. The Foundation will provide technical assistance and continuous support to grant recipients for the duration of the grant (January 2017 – December 2019).

Awards are intended for cross-sector collaborative groups that have active participation of four or more of the following sectors:

- K-12 (traditional, public, charter, private, and parochial), higher education (public universities, community colleges, and technical colleges), nonprofit organizations, healthcare, business, government, philanthropy, and other community stakeholder groups (labor, media, research, etc.).

**The municipality and school district must be in a joint partnership for the duration of this grant.**

## APPLICATION PROCESS

This will be a highly competitive funding opportunity. Due to the anticipated interest in this RFP, review of proposals will be organized in two stages. Eligible organizations may submit a Letter of Intent (LOI), which will be screened for alignment with the priorities of this proposal. Applications that meet the requirements of the initial review will be invited to submit a full application. Final awards will be made after the review of all applications. Key dates in the process are shown below.

ACTIVITY	DATE
RFP and LOI released	June 23, 2016
LOI due	July 22, 2016 by 5 p.m. MT
Notification of invitations to apply	August 9, 2016
Applications due	September 1, 2016
Site visits	September 12- 23, 2016
Notification of award	October 4, 2016
Grant implementation begins	January 2017

**Apply online at [www.highfiveidaho.com](http://www.highfiveidaho.com)**

## Frequently Asked Questions (FAQs)

### **Who can apply for a Community Transformation Grant?**

This grant is open to Idaho municipalities in partnership with the local school district and community organizations. The municipality must be the lead applicant.

### **Who is eligible to apply for a Community Transformation Grant?**

This proposal is open to community partnerships based in Idaho. Community partnerships are defined as collaboration between a municipality, local school districts, and at least two other sectors as mentioned in the proposal outline. Please note that community partnerships DO NOT have to be an existing collaboration. They CAN BE formed for the purpose of this grant.

### **Will you fund partnerships outside of Idaho?**

No, we will not fund community partnerships outside of Idaho.

### **Can prior community transformation grant recipients apply?**

No, past grant recipients are not eligible to apply.

### **Are there community types you're interested or not interested in funding, such as urban or rural areas?**

We are seeking community partnerships that will support community partnerships that focus on improving health conditions for youth in Idaho cities. There is no preference to city size and geographic area.

### **What is the dollar range of grant awards?**

We expect to award three grants up to \$250,000 for community partnerships. Funding amounts will be based upon the action plan submitted during phase 2 of the grant.

### **What are you looking for in a community partnership?**

We're interested in partnerships that will engage and mobilize the community to create healthier environments for youth. Specifically, partnerships should focus on:

- o Cross-sector collaboration to design strategies that focus on the reduction and/or prevention of childhood obesity.
- o Improvement of healthy eating, physical activity, and the built environment for youth.
- o Support of a data-driven strategy development process
- o Finding ways to sustain the work of the community transformation grant after the three-year period.

### **How will you evaluate our application?**

We look for applications that align closely with the proposal's stated priorities and include clear responses to the components of the each stage of the application.

### **What type of impact are you looking for community partnerships to make?**

We're looking for partnerships with the potential to make lasting changes in the communities we fund, and we want to understand the impact our funding has in these communities. The grant includes indicators that will be used to measure progress. You can use additional indicators, but these should not replace those included in the grant. We'll provide tools and technical assistance that you'll be required to use. This will assist us in tracking common measures and aggregation of data across all selected partnerships.

### **Will we be asked to report on our progress if we're awarded a grant?**

Yes. If you are awarded a grant, you'll be required to submit interim and final progress reports. These reports will describe your partnership's progress toward your stated goals and outcomes. You'll also be asked to provide interim and final financial reports. Please note that these reports are a requirement of our grant contract.

City of Bonners Ferry

A public hearing, pursuant to Idaho Code 50-1002, will be held for consideration of the proposed budget for the fiscal year October 1, 2016 to September 30, 2017. The hearing will be at City Hall, 7232 Main Street, Bonners Ferry, Idaho at 7:00 p.m. on September 6, 2016. All interested persons are invited to appear and show cause, if any, why such budget should or should not be adopted. Copies of the proposed City budget in detail are available at City Hall during regular office hours (8:00 a.m. to 5:00 p.m., weekdays). City Hall is accessible to persons with disabilities. Anyone desiring accommodations for disabilities related to the budget documents or to the hearing, please contact City Hall, 267-3105 at least 48 hours prior to the public hearing. The proposed FY2017 budget is shown below as FY2017 proposed expenditures and revenues.

Proposed Expenditures

	FY2015 Actual Expenditures	FY2016 Budgeted Expenditures	FY2017 Proposed Expenditures
<b>General Fund:</b>			
General Government	258,419	318,728	250,044
Police Department & Police Grants	535,830	547,192	573,554
Animal Control	8,228	9,700	9,988
Fire Department	177,039	204,940	200,867
Parks Department & Visitor Center	62,035	56,998	62,312
Swimming Pool	45,323	43,513	46,239
Golf Course	147,377	138,483	139,408
Street Department & Street Grants	407,529	518,902	480,583
South Hill Slough Grant	0	40,199	40,199
D.A.R.E./School Resource Officer	44,907	63,140	63,836
Economic Development Coordinator	67,338	73,156	58,951
Dike Maintenance	4,510	10,000	5,000
General Fund Capital	175,440	40,000	72,625
Inter-Department Contingency		238,056	264,746
<b>Total General Fund</b>	<b>1,933,975</b>	<b>2,303,007</b>	<b>2,268,352</b>
<b>Capital Project Fund</b>			
Capital Project Fund	32,800	484,000	100,000
<b>Total Capital Project Fund</b>	<b>32,800</b>	<b>484,000</b>	<b>100,000</b>
<b>L.I.D. Fund</b>			
L.I.D. #2002-1	8,184	-	-
<b>Total L.I.D. Fund</b>	<b>8,184</b>	<b>-</b>	<b>-</b>
<b>Enterprise Funds:</b>			
Electric Fund	4,246,867	9,872,966	7,782,515
Water Fund	1,055,014	2,136,740	1,376,519
Sewer Fund	506,556	1,037,775	1,379,297
Garbage Fund	135,895	145,540	160,600
<b>Total Enterprise Funds</b>	<b>5,944,332</b>	<b>13,193,021</b>	<b>10,698,931</b>
<b>Grand Total All Funds - Expenditures</b>	<b>7,919,291</b>	<b>15,980,028</b>	<b>13,067,283</b>

Proposed Revenues

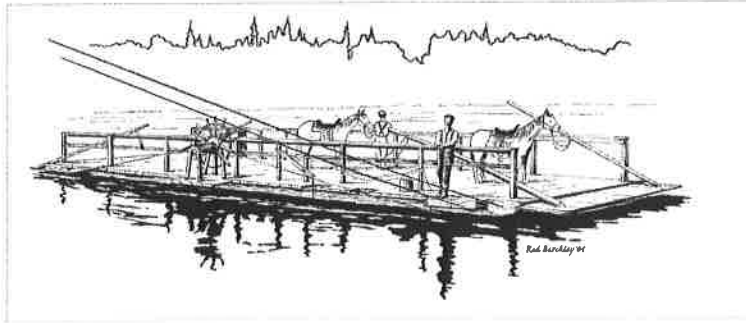
	FY2015 Actual Revenues	FY2016 Budgeted Revenues	FY2017 Proposed Revenues
<b>Property Tax</b>			
General Fund Property Tax Levy	555,446	568,309	589,333
General Fund Property Tax Replacement	16,589	16,589	16,589
<b>Other Revenue Sources</b>			
Franchises, Licenses	60,265	70,700	67,150
Inter-Governmental	493,610	474,156	475,951
General Fund Transfer	303,387	297,000	315,000
Fines and Forfeitures	41,474	50,000	50,000
Golf	161,033	155,267	155,417
Charges for Services	38,924	37,500	38,005
Interest	79,290	74,685	67,735
Other	59,681	20,401	28,600
D.A.R.E.	42,955	42,000	54,625
Fund Balance Carryover	443,419	496,400	409,947
<b>Total General Fund</b>	<b>2,296,073</b>	<b>2,303,007</b>	<b>2,268,352</b>
<b>Capital Project Fund</b>			
Capital Project Fund	27,254	484,000	100,000
<b>Total Capital Project Fund</b>	<b>27,254</b>	<b>484,000</b>	<b>100,000</b>
<b>L.I.D. Fund</b>			
L.I.D. Fund #2002-1	3,812	-	-
<b>Total L.I.D. Fund</b>	<b>3,812</b>	<b>-</b>	<b>-</b>
<b>Enterprise Funds</b>			
Electric Fund	4,530,957	9,872,966	7,782,515
Water Fund	1,051,446	2,136,740	1,376,519
Sewer Fund	540,492	1,037,775	1,379,297
Garbage Fund	138,562	145,540	160,600
<b>Total Enterprise Funds</b>	<b>6,261,457</b>	<b>13,193,021</b>	<b>10,698,931</b>
<b>Grand Total All Funds - Revenues</b>	<b>8,588,596</b>	<b>15,980,028</b>	<b>13,067,283</b>

The proposed expenditures and revenues for fiscal year 2016-17 have been tentatively approved by the City Council. Publication dates for the notice of the public hearing are August 25 and September 1, 2016 in the Bonners Ferry Herald.

## Fiscal Year 2017 Proposed Budget

City of Bonners Ferry

General Fund			
Expenses		Revenues	
General Government	250,044	General Tax Levy	589,333
Police Department & Police Grants	586,179	General Property Tax Replacement	16,589
Fire Department	200,867	General Fund Transfer	315,000
Animal Control	9,988	Franchise, Licenses & Permits	67,150
Street Department	480,583	State & Local Shared	475,951
Parks & Visitor Center	62,312	Golf Revenue	155,417
Dare/School Resource Officer	103,836	Fines & Forfeitures	50,000
Pool	46,239	DARE Funds	54,625
Golf	159,408	Charges for Services	38,004
Slough Grant	40,199	Other	28,601
Economic Development Coordinator Grant	58,951	Interest on Investments	67,735
Dike Maintenance	5,000		
<b>Expense Subtotal</b>	<b>2,003,606</b>	<b>Revenue Subtotal</b>	<b>1,858,405</b>
Contingency	264,746	Fund Balance Carryover	409,947
<b>Expense Total</b>	<b>2,268,352</b>	<b>Revenue Total</b>	<b>2,268,352</b>
Electric Fund			
Expenses		Revenues	
Electric Fund Expenses	5,670,618	Electric Fund Revenues	4,526,738
Contingency	2,111,897	Cash Carryover	3,255,777
<b>Total Expenses</b>	<b>7,782,515</b>	<b>Total Revenues</b>	<b>7,782,515</b>
Water Fund			
Expenses		Revenues	
Water Fund Expenses	1,170,450	Water Fund Revenues	1,188,300
Contingency	208,069	Cash Carryover	188,219
<b>Total Expenses</b>	<b>1,376,519</b>	<b>Total Revenues</b>	<b>1,376,519</b>
Sewer Fund			
Expenses		Revenues	
Sewer Fund Expenses	1,376,213	Sewer Fund Revenues	1,022,160
Contingency	3,084	Cash Carryover	357,137
<b>Total Expenses</b>	<b>1,379,297</b>	<b>Total Revenues</b>	<b>1,379,297</b>
Garbage Fund			
Expenses		Revenue	
Garbage Fund Expenses	137,700	Garbage Fund Revenues	139,000
Contingency	22,900	Cash Carryover	21,600
<b>Total Expenses</b>	<b>160,600</b>	<b>Total</b>	<b>160,600</b>
Capital Project Fund			
Expenses		Revenue	
Capital Project Fund Expenses	100,000	Capital Project Fund Revenues	100,000
Contingency	0	Cash Carryover	0
<b>Total Expenses</b>	<b>100,000</b>	<b>Total</b>	<b>100,000</b>
			<b>Total Budget</b>
			<b>13,067,283</b>



**CITY OF BONNERS FERRY**  
7232 Main Street  
P.O. Box 149  
Bonners Ferry, ID 83805  
Phone: (208) 267-3105 Fax: (208) 267-4375

## **NOTICE OF PUBLIC HEARING**

Notice is hereby provided that the City of Bonners Ferry Council will hold a public hearing to consider an application for a special use permit by Kristina King for a childcare – group daycare serving up to 12 children in an existing home (File #SUP005-16). The property is located at 6480 Washington Street in Section 27, Township 62 North, Range 1 East, B.M., and is described as Lot 2 and the East 10 feet of Lot 3, Block 3, Riverview Addition. The property is zoned Res-A.

A hearing, pursuant to I.C. 67-6509 and Bonners Ferry City Code has been set for **SEPTEMBER 6, 2016 AT 6:00 P.M.** before the City Council at Bonners Ferry City Hall. The public is welcome and encouraged to attend or provide written response regarding the application. Any written comment greater than 1 page must be submitted at least six (6) days prior to the meeting. Written material not exceeding 1 page may be read into the record the day of the hearing. Public wishing to speak at the public hearing may do so in compliance with Resolution 2014-06-01, a copy of which is located at City Hall.

The deadline for submitting written comment and/or material is **5 p.m. August 31, 2016.** Written comment can be mailed to City of Bonners Ferry, P.O. Box 149, Bonners Ferry, ID 83805, or faxed to (208) 267-4375.

A complete file is available for viewing by the public at City Hall, located at 7232 Main, during regular business hours. Anyone requiring special accommodations due to disability should contact the City Clerk at (208) 267-3105 at least two days prior to the meeting.

### **City of Bonners Ferry Planning and Zoning**

**ATTEST: Christine McNair**

**MAILED: August 18, 2016**





1 August 2016

Dear Valued Customers,

Staying true to our commitment of communication with our customers, we are excited to announce that we will be building a new full line parts, service, and sales dealership in Ponderay, ID. Our intent is to open this new store in the fall of 2017.

In preparation for this next step, we will be closing the Bonners Ferry store, and merging it with our Ponderay location on 1 September 2016. This difficult business decision is driven by the unfortunate result of the continued depressed agriculture economy.

You will still receive the same high level of consistent quality customer service you're accustomed to from the combined Bonners Ferry and Ponderay teams. There will be a parts drop box in Bonners Ferry for customers to use after the Bonners Ferry store has merged with Ponderay. Once we've secured a site we'll communicate to you where it's located and how to use it. We also have two full service field trucks ready to support you when you need us.

Although the stores are merging, the team you've worked with over the years have been offered positions to work at Ponderay.

Casey Copeland	Parts Department
Brandon Owens	Service Department
John Dye	Inside Salesman
Doug Moser	Large Ag Sales

We are doing everything we can to minimize the impact to your business and will remain in Bonners Ferry through the end of harvest and until our work is done – and that means getting you back into your equipment so you can get back in your field. Moving forward after 1 September 2016, we will continue to keep you moving through the planting and harvest seasons and help keep your machines in working order.

We thank you for your patience during this transition into the next steps of our Northern Idaho Strategy. You are a valued customer and we want to make sure your questions are answered. If you have any concerns, please contact me at your convenience: (541) 915-7286.

Very Respectfully,

A handwritten signature in black ink that reads "Ryan Papé".

Ryan Papé  
Vice President  
Papé Machinery



9-29-16 Fire Hall

Contact us today about PERSI training available to your Employees!

<p><b>READY... New Career</b> 8:00 a.m. - 8:50 a.m. (1 hour)</p> <ul style="list-style-type: none"><li>➤ Beneficiaries</li><li>➤ Defined Benefit</li><li>➤ Contribution Rate</li><li>➤ Eligibility</li><li>➤ Vesting</li><li>➤ Interest</li><li>➤ Manhattan Institute</li><li>➤ Statute - Diversify to minimize risk</li><li>➤ Statute - Separate and apart from all other funds</li><li>➤ Web Tour</li></ul> <p><i>Ideal for employees new to PERSI, or those who want a refresher on the basics</i></p>	<p><b>SET? Mid-Career</b> 9:00 a.m. - 9:50 a.m. (1 hour)</p> <ul style="list-style-type: none"><li>➤ Choice Plan</li><li>➤ Death Benefit</li><li>➤ Disability Benefit</li><li>➤ Retirement Formula</li><li>➤ Rule of 80/90</li><li>➤ Service Retirement</li><li>➤ Purchase of Service</li><li>➤ Budgeting / Debt Management</li><li>➤ Buyback</li><li>➤ Release of Information</li><li>➤ Investment strategy</li><li>➤ MyPERSI tour</li></ul> <p><i>Designed for those that are mid-career or later who are now starting to consider what retirement means to them and the benefits PERSI offers</i></p>
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<p><b>GO! Late Career (2 hours)</b> 10:00 a.m. - Noon</p> <ul style="list-style-type: none"><li>➤ Retirement Options</li><li>➤ Contingent Annuitant<ul style="list-style-type: none"><li>➤ Pop Up</li></ul></li><li>➤ Benefit Estimates</li><li>➤ Choice Plan Distribution<ul style="list-style-type: none"><li>➤ PERSI &amp; Taxes</li></ul></li><li>➤ Working in Retirement</li></ul>
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*Great for those employees who are close to retirement, this will help them understand their options and the retirement process*

Benefit estimates may be provided

Register online at <http://www.persi.idaho.gov/education/workshops.cfm>

For onsite group presentations

Email - [Workshops@persi.idaho.gov](mailto:Workshops@persi.idaho.gov)

Phone 208-287-9291 or 208-287-9292