

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. Special accommodations to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

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. We are a city that welcomes all people.

AGENDA CITY COUNCIL MEETING Bonners Ferry City Hall 7232 Main Street 267-3105 October 4, 2022 6:00 pm

Join video Zoom meeting: <https://us02web.zoom.us/j/176727634>

Meeting ID: 176727634

Join by phone: 253-215-8782

PLEDGE OF ALLEGIANCE

PRESENTATION

Todd Bateman with Bateman Benefits

PUBLIC COMMENTS

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

REPORTS

Police/Fire/City Administrator/City Engineer/Urban Renewal District/SPOT/Golf/EDC

CONSENT AGENDA – {action item}

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Approval of the September 20, 2022 Council meeting minutes
4. **Garbage** – Consider authorizing the Mayor to sign the contract with Frederickson's BF Garbage LLC for garbage services (attachment)

NEW BUSINESS

5. **Sewer** – Consider the quote from EL Automation for communications with lift stations #3, #4 and #6 (attachment) {action item}
6. **Electric** – Consider additional contract budget with Allwest Testing for the Moyie Dam Concrete Rehabilitation Project (attachment) {action item}
7. **Executive Session** – Executive Session pursuant to Idaho Code 74-206, subsection 1 (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 {action item}

ADJOURNMENT



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: September 28, 2022
RE: Engineers Report

Below is list of some of the projects and work that I am currently involved with:

1. **Highway 95 Project.** The contractor for the highway project is done with the lane striping and all the lanes of traffic should be open now. City staff and the Mayor are working with ITD to mitigate some sight distance issues created by the fencing between August and Fry streets. Moving forward, I will keep you informed of how that is going.
2. **Sewer Lift Station #1:** The placement schedule for lift station #1 is still scheduled for mid-October
3. **Spillway Rehabilitation:** The spillway project is continuing forward at a good rate. I anticipate that the concrete work will be completed around October 7th. I also believe the contractor will be done with site restoration, clean-up, and de-mobilization by the end of October.
4. **Hydro Unit #1:** City staff is moving forward with specifications for removing, cleaning and maintaining Unit 1 at the hydro in fiscal year 2023, as budgeted and shown in our capital plan for the electric department.

Please call me if you have any questions about any of the work I am involved with.

Thank you, Mike

A handwritten signature in cursive script that reads "Mike".

GARBAGE SERVICES CONTRACT

THIS AGREEMENT (the "Contract") is made between THE CITY OF BONNERS FERRY, a municipal corporation of the State of Idaho ("ENTITY") and FREDERICKSON'S BF GARBAGE, LLC, an Idaho limited liability company ("CONTRACTOR").

The parties agree as follows:

1. SCOPE OF WORK:

- a. ENTITY engages CONTRACTOR to perform the work associated with the collection of Garbage (defined below) for the residential and commercial premises in the ENTITY.
- b. ENTITY engages CONTRACTOR to perform the work associated with the collection of single stream (i.e., commingled) Recyclables within the ENTITY from residential premises.
- c. ENTITY engages CONTRACTOR to be the exclusive provider of Garbage service for Commercial businesses in the ENTITY for those Commercial businesses desiring to hire a third party to provide Garbage service for their business.
- d. Definitions.
 - i. Construction and Demolition. Construction and/or demolition material does not come within the purview of this Contract.
 - ii. Recyclables. Recyclables are those materials that are accepted by the Boundary County, Idaho, landfill as single stream (i.e., commingled) materials that may be recycled (as opposed to buried in the landfill). Notwithstanding the above, however, Recyclables shall not in any event include glass, regardless of whether glass is accepted by the Boundary County, Idaho landfill unless the Boundary County, Idaho landfill accepts glass as a part of a single stream program. If CONTRACTOR or ENTITY learns that Boundary County, Idaho is no longer accepting a material for recycling or that a particular material may not be commingled with other materials that are being recycled, that material shall no longer be considered a Recyclable and the ENTITY agrees to notify residents to no longer place that material for recycling and CONTRACTOR shall only have an obligation to haul that material as Garbage under this Contract.
 - iii. Garbage. Garbage means all putrescible and non-putrescible wastes, except sewage and body wastes, but excluding construction and demolition wastes and recognizable industrial byproducts.

Garbage shall also mean and include all household materials discarded by a resident of the ENTITY regardless of the materials' commercial or monetary value (unless excluded by the sentence above). Garbage specifically excludes Recyclables.

- e. Construction and Demolition Waste. ENTITY agrees that CONTRACTOR shall have no obligation to haul construction and/or demolition material under this Contract.
- f. Hauling Terms; Limitations.
 - i. CONTRACTOR and ENTITY agree that CONTRACTOR will be required to collect Garbage no more than one (1) time per week from each residence and, from each residence will be required to haul no more than three (3) 34-gallon cans (each weighing less than 60 pounds) of Garbage during each weekly collection. ENTITY agrees to notify CONTRACTOR if ENTITY's Garbage collection needs change and the parties agree to work with each other to reach an agreeable compromise if the ENTITY's Garbage collection needs increase. If the ENTITY desires to move to a larger, mandatory size, shape and/or color Garbage container, CONTRACTOR shall have the right to renegotiate this Contract if CONTRACTOR forms a good faith belief that the scope of work or cost of collection has or will materially increase.
 - ii. CONTRACTOR shall designate a collection pick-up location for those residences on private roads or non-City maintained roads within the City limits. That pickup location shall be at the closest City-maintained right of way or accessible location (determined by CONTRACTOR at its discretion). ENTITY and CONTRACTOR will notify resident of the designated location. Residents shall be responsible for taking cans to the designated collection location and retrieving them from said location on the respective pick-up day. CONTRACTOR is free to make alternate arrangements with the residential customer with the customer's agreement which may include a larger garbage receptacle (dumpster) and may charge the resident accordance with CONTRACTOR'S established pricing terms and conditions, discounted by the resident's normal garbage collection fee already collected by the ENTITY.
 - iii. Recyclables. CONTRACTOR and ENTITY agree that CONTRACTOR will be required to collect Recyclables every other week (26 times per year) from each residence on such schedule as CONTRACTOR may determine is best after consultation and discussion with ENTITY officials. The parties agree that the collection date (e.g., Wednesdays versus Thursdays) and time of day

may vary over the term of this Contract and that CONTRACTOR will provide notice to ENTITY of any proposed changes in collection times sufficiently in advance to allow ENTITY to notify the residents of the schedule changes.

- g. Other Services to Residents. Nothing herein shall be deemed as prohibiting CONTRACTOR from privately contracting with residents of the ENTITY during the term of this Contract for additional services (e.g., an extra can of Garbage collection per week, door-side collection for elderly persons, etc.)
 - h. Commercial. Nothing herein shall be construed as requiring a Commercial business to hire CONTRACTOR to haul Garbage or Recyclables. Nothing herein shall be construed as requiring CONTRACTOR to haul Garbage or Recyclables from a Commercial business except in accordance with CONTRACTOR'S established pricing terms and conditions.
 - i. Recyclable Containers. Each resident may use a container clearly identified as containing Recyclables which may be between an 18 gallon and 34-gallon size and should be clearly marked with an "R."
2. **PAYMENT:** ENTITY and CONTRACTOR agree that the prevailing monthly rate per residence at the inception of this Contract is twelve dollars and fifty-five cents (\$12.55), which consists of eight dollars and ninety cents (\$8.90) for Garbage and three dollars and sixty-five cents (\$3.65) for Recyclables. ENTITY and CONTRACTOR agree that the prevailing rate will not be decreased during the term of this Contract. The parties may have a rate meeting on or after June 1 of each calendar year during the term of this Agreement for the purpose of reviewing the current rate and possible modification. If no rate hearing occurs, the amount set out above shall automatically renew on January 1, of the next calendar year at the same rate as the current year. Subject to the above limitations, ENTITY agrees to pay CONTRACTOR for services rendered under this Contract the amount set by city council resolution per residence less \$0.25 that is used to offset the ENTITY's overhead such as the cost of billing, collections, and write-offs. If there are multiple dwelling units at one residence, each dwelling unit that generates Garbage shall be billed by the ENTITY (e.g., a fourplex apartment consists of four dwelling units and ENTITY agrees to collect for each dwelling unit).
3. **RIGHT OF CONTROL:** ENTITY agrees that it will have no right to control or direct the details, manner, or means by which CONTRACTOR accomplishes the results of the services performed hereunder. CONTRACTOR has no obligation to work any particular hours or days or any particular number of hours or days. CONTRACTOR agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Contract and that the Garbage will be collected on a weekly basis.

4. **INDEPENDENT CONTRACTOR RELATIONSHIP:** CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of ENTITY. ENTITY shall determine the work to be done by CONTRACTOR, but CONTRACTOR shall determine the legal means by which it accomplishes the work specified by ENTITY.
5. **FEDERAL STATE. AND LOCAL PAYROLL TAXES:** Neither federal, state, or local income taxes, nor payroll taxes of any kind shall be withheld and paid by ENTITY on behalf of CONTRACTOR or the employees of CONTRACTOR. CONTRACTOR shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. CONTRACTOR understands that CONTRACTOR is responsible to pay, according to law, CONTRACTOR's income tax. CONTRACTOR further understands that CONTRACTOR may be liable for self-employment (Social Security) tax to be paid by CONTRACTOR according to law.
6. **LICENSES AND LAW:** CONTRACTOR represents that it possesses the skill and experience necessary, and all licenses required to perform the services under this Contract. CONTRACTOR further agrees to comply with all applicable laws in the performance of the services hereunder.
7. **FRINGE BENEFITS:** Because CONTRACTOR is engaged in its own independently established business, CONTRACTOR is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of ENTITY.
8. **WORKER'S COMPENSATION:** CONTRACTOR shall maintain in full force and effect worker's compensation for CONTRACTOR and any agents, employees, and staff that the CONTRACTOR may employ, and provide proof to ENTITY of such coverage or that such worker's compensation insurance is not required under the circumstances.
9. **EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:** CONTRACTOR shall supply, at CONTRACTOR's sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.
10. **EFFECTIVE DATE; TERM:**
 - a. This Contract shall be noticed between the parties for re-negotiation and/or term at least 90 days prior to the expiration of said Contract.
 - b. Final approval consisting of new terms and conditions shall be completed no less than 30 days prior to expiration of the Contract.
 - c. If for any reason that the negotiation and/or finalization of the renewal contract extends past the date of expiration, this Contract shall stay in full force and effect while both parties are continuing performance.

- d. Term. This Contract shall begin on October 1, 2022 and shall expire on September 30, 2027.
 - e. Non-Appropriation. ENTITY is an Idaho Municipal Corporation which by law has a fiscal year commencing October 1st each year and ends September 30th the following calendar year. In the event the ENTITY shall not appropriate funds to pay the obligation falling under this Contract after September 30th during the term of this Contract then this Contract shall terminate, and the CONTRACTOR shall be released from further duties under the Contract. If this Contract is terminated by reason of non-appropriation the ENTITY shall not enter into a contract with any other contractor(s) to perform the duties provided for herein during the remaining term of this Contract. This will not however prohibit the continued collection of Garbage and Recyclables by the ENTITY through the use of its employees.
11. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Contract shall be of good merchantable quality and that all services will be performed in a good workmanlike manner. CONTRACTOR acknowledges that it will be liable for any breach of this warranty.
 12. **INDEMNIFICATION:** CONTRACTOR agrees to indemnify, defend, and hold harmless ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Contract.
 13. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this Contract a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, ENTITY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth above to ENTITY prior to commencing its performance as herein provided and said require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.
 14. **NONWAIVER:** Failure of either party to exercise any of the rights under this Contract, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.
 15. **CHOICE OF LAW:** Any dispute under this Contract, or related to this Contract, shall be decided in accordance with the laws of the State of Idaho.

16. **ENTIRE AGREEMENT:** This is the entire Contract of the parties and can only be modified or amended in writing by the parties.
17. **SEVERABILITY:** If any part of this Contract is held unenforceable, the remaining portions of the Contract will nevertheless remain in full force and effect.
18. **EXCLUSIVENESS:** This Contract between the parties is the exclusive contract for the hauling of garbage from (or generated by) residential and commercial premises out of the ENTITY. The definition of exclusive is that during the term of this Contract, only CONTRACTOR and no other person, entity, partnership, corporation or organization, whether for-profit or non-profit, shall be permitted to haul garbage from (or generated by) residential or commercial premises out of the ENTITY; provided, however, that nothing herein shall be construed as prohibiting an individual resident or commercial business from personally hauling that individual's personal or business generated garbage out of the ENTITY.
19. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Contract or to declare forfeiture or termination of this Contract.
20. **COMMERCIAL BUSINESS GARBAGE COLLECTION.** CONTRACTOR shall contract directly with the commercial businesses located in the ENTITY that require or desire CONTRACTOR's services on such terms and conditions as the CONTRACTOR and the individual commercial business may deem fair and appropriate. ENTITY shall not be a party to those contracts. CONTRACTOR shall separately bill and collect from those commercial businesses with which it contracts.

IN WITNESS WHEREOF, the CITY OF BONNERS FERRY, by and through its officers, and FREDERICKSON'S BF GARBAGE, LLC have set their respective hands on this agreement on the dates set forth below.

CITY of BONNERS FERRY

Dated: _____

James. R. Staples, Mayor

Attest:

Christin McNair, City Clerk

FREDERICKSON'S BF GARBAGE

Dated: _____

By: _____



MEMO

CITY OF BONNERS FERRY
CITY ENGINEER

TO: Mayor and City Council
FROM: Mike Klaus, City Engineer
DATE: September 28, 2022
RE: Sewer – Lift Station Communications

The sewer department has experienced increasing troubles at several of our lift stations with our phone and radio connections to our control and monitoring system. Attached for your consideration is a proposal from EL Automation to provide a fiber network for three of our lift stations. The communications for these three stations have been the most problematic for our sewer department, electrician, and programmer. I have reviewed the proposal and find it to be very reasonable. After installation of the network the monthly fee for each of the three sites will \$25/month, which is very reasonable also.

I recommend that council approve the attached quote from EL Automation and authorize installation of the fiber network for \$3,440.

Please let me know if you have any questions.

Thank you,

A handwritten signature in black ink that reads "Mike Klaus".

Mike

E. L. AUTOMATION, INC.

64 Automation Lane
 Bonners Ferry, ID 83805
 (208) 267-7220 Office
 (208) 267-7596 Fax

QUOTE

DATE	QUOTE #
9/14/2022	67072

NAME / ADDRESS	
CITY OF BONNERS FERRY PO BOX 149 7232 MAIN ST BONNERS FERRY, ID 83805	
Fax	

QUOTE GOOD FOR
30 days

ITEM	DESCRIPTION	QTY	COST	TOTAL
QUOTE - GENERAL	QUOTE : TO INCLUDE THE FOLLOWING PARTS AND INSTALLATION OF BELOW PARTS AT CODY STREET LIFT STATION # 3 *Fiber Optic Drop *3/4" Conduit *Fiber Optic ONT *Excavation *Misc Fittings	1	1,415.00	1,415.00
SITE LINK	Monthly Fee for Communication Between Sites	1	25.00	25.00
QUOTE - GENERAL	QUOTE : TO INCLUDE THE FOLLOWING PARTS AND INSTALLATION OF BELOW PARTS AT AUGUSTA STREET LIFT STATION # 4 *Fiber Optic Drop *3/4" Conduit *Fiber Optic ONT *Misc Fittings	1	635.00	635.00
SITE LINK	Monthly Fee for Communication Between Sites	1	25.00	25.00
QUOTE - GENERAL	QUOTE : TO INCLUDE THE FOLLOWING PARTS AND INSTALLATION OF BELOW PARTS AT PINE ISLAND LIFT STATION # 6 *Fiber Optic Drop *Enclosure for Fiber *Fiber Optic ONT *Splicing of Fiber Optic Drop	1	1,315.00	1,315.00
SITE LINK	Monthly Fee for Communication Between Sites	1	25.00	25.00
NOTES: Supply, programming, and installation of routers at each location to be the responsibility of City of Bonners Ferry.				
Shipping and mileage are not included in quote. Shipping will be billed at cost and mileage at \$.75 per mile.			TOTAL	\$3,440.00