

## **Welcome to tonight's City Council meeting!**

The elected officials of the City of Bonners Ferry appreciate an involved constituency. Testimony from the public is encouraged for items listed under the Public Hearing portion of the agenda. Any individual may address the council on any issue, whether on the agenda or not, during the Public Comments period. Individuals addressing the Mayor and Council during Public Comment should refrain from using that time to address the performance of or to make complaints about a specific employee. Public participation during the business portion of the meeting will generally not be allowed, with the discretion left to the Mayor and Council. Special accommodation to see, hear, or participate in the public meeting should be made at City Hall within two days of the public meeting.

### **Vision Statement**

Bonnors Ferry, "The Friendliest City", strives to achieve balanced growth, builds on community strengths, respects natural resources, promotes excellence in Government, and values quality of life. We are a city that welcomes all people.

**AGENDA  
CITY COUNCIL MEETING  
Bonnors Ferry City Hall  
7232 Main Street  
267-3105  
August 6, 2024  
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**

### **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 Engineer-Administrator/Urban Renewal District/SPOT/Golf/EDC

### **CONSENT AGENDA – {action item}**

1. Call to Order/Roll Call
2. Approval of Bills and Payroll
3. Consider authorizing the mayor to sign the Low-Income Energy Assistance Program (LIHEAP) Energy Vendor Agreement. **[attachment]**
4. Consider approval of quote for water/sewer shop foundation and authorize the mayor to sign the contract. **[attachment]**

### **NEW BUSINESS**

5. **Sewer- (action item) [attachment]**- Consider contract with Chapman Excavating to extend the sewer main on Nixon Street.
6. **City- (action item) [attachment]**- Discuss Dispatch letter received July 30,2024 from Boundary County.

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,

## **ADJOURNMENT**

Those who wish to address City Council during the council meetings are encouraged to adhere to the guidelines below.

### **Public Comment Guidelines:**

Speakers are encouraged to:

- State their name and city of residence.
- Focus comments on matters within the purview of the City Council.
- Limit comments to three (3) minutes or less.
- Those who wish to speak should sign up on the sheet provided by the Clerk.
- Practice civility and courtesy.
- City leaders have the right and the responsibility to maintain order and decorum during the meeting.
- Time may be curtailed for those speakers whose comments are disruptive in nature.
- Refrain from comments on issues involving matters currently pending before the City's Planning and Zoning Commission or other matters that require legal due process, including public hearings, City enforcement actions, and pending City personnel disciplinary matters.
- Comments that pertain to activities or performance of individual City employees should be shared directly with the employee's supervisor or with the Mayor and should not be the subject of public comment.

## **Low-Income Home Energy Assistance Program (LIHEAP) Home Energy Vendor Agreement**

**Between:** Idaho Department of Health and Welfare (Department)  
Division of Welfare

**and:** \_\_\_\_\_  
Home Energy Vendor (HEV)

The Low-Income Home Energy Assistance Act of 1981, and subsequent amendments, requires that certain assurances be satisfied before energy assistance payments may be made to suppliers of home heating energy. This agreement defines the conditions required by the Home Energy Vendor (HEV) and the Department of Health and Welfare (Department) to assure compliance with the regulations of the Low-Income Home Energy Assistance Program (LIHEAP).

**No HEV shall be paid an energy assistance payment without signing an agreement with the Department assuring that the conditions contained herein are met.**

**Each party to this Agreement is responsible for its own negligence.**

**The effective date of this agreement begins upon execution, signature of both parties, through LIHEAP Season PY27 (October 1, 2026, through September 30, 2027), unless amended or terminated by either party, as detailed in section VI.**

### **I. HEV Conditions**

The HEV agrees to:

- A. Comply with all applicable federal, state, and local laws as they pertain to LIHEAP.
- B. Refer potential applicants to Direct Service Providers for assistance through LIHEAP.
- C. Contact the Department, if energy payments are not received within ten (10) days following notification from a DSP or the Department.
- D. Comply with all applicable federal, state, and local laws regarding non-discrimination.
- E. Not treat a household receiving assistance under LIHEAP adversely because of such assistance.
- F. Credit energy assistance payment(s) to participants' account promptly, and in

no event, later than their next billing cycle. Participants' billing statements must reflect the receipt of the energy assistance payment.

- G. Payments can be posted as a credit on the account.
- H. Ensure records maintained by the HEV relating to this agreement shall be available on reasonable notice, for inspection, audit or other examination and copying, by Department representatives or their designees.
- I. Maintain an adequate accounting system to allow the Department to verify the correct assistance payment and that the payment was applied to the participant's account.
- J. Notify the Department if the company is sold or if the company purchases another utility company to determine if energy assistance payments can continue to be processed or if an updated vendor agreement will be required.
- K. Share the executed agreement with all applicable departments or employees who interact with customers and/or post or refund payments, so they understand the requirements of this agreement.
- L. Return to the Department within forty-five (45) days from receipt, any payments that cannot be applied to a participants' account due to discontinued service. All remittance must include the "participants'" (account holder(s) and/or co-owner's) name, LIHEAP benefit issuance date, account number, and benefit amount with the returned funds.
- M. Return to the Department within forty-five (45) days, any LIHEAP-attributable credit balance, when a participant account closes, or the participant beneficiary is deceased. All remittance must include the "participants'" (account holder(s) and/or co-owner's) name, LIHEAP benefit issuance date, account number, and benefit amount with the returned funds.
- N. Make checks payable to Idaho Department of Health and Welfare and mail to:  
Idaho Department of Health and Welfare  
c/o Energy Programs  
450 W State Street, 2<sup>nd</sup> floor  
Boise, ID 83720

**Note: Funds returned without the required information will be returned to the vendor.**

## **II. Annual Household Cost/Consumption Report:**

The Department is required to collect, and report cost and consumption data from the top five (5) natural gas and electric vendors, the top ten (10) propane, top ten (10) oil and top ten (10) other fuel vendors).

- A. HEVs determined to be in the top percentage of each fuel type are required to provide the Department the cost and consumption data for LIHEAP participants, for a 12-month period.
- B. The Department will forward the selected HEVs a list of households who received LIHEAP assistance during a 12-month period review period. The list will be sent to the HEV between July and October annually.

The HEV must provide the Department with an electronic report that identifies the participants': First Name, Last Name, Billing Zip Code, Account Number, Total Amount Charged for Service, Total Consumption (kWh, Therms, Cords, Gallons, etc.), and Dates of Service (Beginning & Ending, if applicable).

HEVs will be provided 30 days to complete and return the completed report to the Department.

The Department is available to answer questions and provide information to help assist with the completion of this report by contacting [LIHEAP@dhw.idaho.gov](mailto:LIHEAP@dhw.idaho.gov).

### **III. Monitoring**

HEVs are required to participate in the monitoring of LIHEAP benefits paid to them on behalf of their customers.

1. The Department will randomly select seven (7) LIHEAP vendors each quarter (January, April, July, October) and forward a list of up to ten (10) customers who have received a LIHEAP payment during the prior three months. The list will identify the participant First Name, Last Name, Billing Zip code, Account number, benefit amount, document number associated with the payment distribution list date issued and warrant number, if HEV receives payment by check and not Direct Deposit.
2. Each selected HEV must respond to the Department within thirty (30) days, providing verification that the LIHEAP benefit was posted to the participants account and the date the benefit was applied.

### **IV. Department Conditions**

The Department agrees to:

- A. Generate payments to the HEV.
- B. Inform the HEV of any relevant changes to LIHEAP.

- C. Notify the HEV of payments issued on behalf of an eligible household through an electronic report generated weekly.
- D. Establish reasonable policies and procedures designed to detect, prevent, and mitigate the risk of fraud related to the administration of LIHEAP for HEV customers.
- E. Comply with all applicable federal, state, and local laws as they pertain to LIHEAP.
- F. Forward a list of households that obtained LIHEAP assistance to each HEV who is required to provide cost and consumption data.
- G. Provide a list of LIHEAP payments paid to the HEV being monitored, by the 15<sup>th</sup> of the month (Jan, April, July, October)

**V. Refusal to Enter into an Agreement**

**The Department may refuse to enter into a vendor agreement for the following reasons:**

- A. **Convicted of a Felony.** The vendor has been convicted of a felony relating to their involvement in a public assistance program.
- B. **Failed to Repay.** The vendor has failed to repay the Department monies which had been previously determined to have been owed to the Department.
- C. **Investigation Pending.** The vendor has a pending investigation for program fraud or abuse.
- D. **Terminated Vendor Agreement.** The requesting vendor was the managing employee, officer, or owner of an entity whose vendor agreement was terminated for noncompliance reasons.
- E. **Excluded Individuals.** The vendor has a current exclusion from participation in federal programs by the Office of Inspector General List of Excluded Individuals and Entities.

**VI. Agreement Termination**

This agreement may be terminated for one of the following reasons:

- A. A change in the requirements of Title V of the Human Services Reauthorization Act of 1986 (P.L. 99-425);
- B. A change in the federal or state regulations promulgated under the act;
- C. A change in the State Plan for administering LIHEAP;

- D. Non-compliance with agreed conditions by either party;
- E. Thirty days' written notice of termination by either party.

Termination by either party shall not discredit any obligation owed by either party to the other or to an eligible household or any liability that has accrued prior to termination.

The Department may terminate the whole or any part of this agreement if the HEV fails to perform any of the provisions of this agreement. Through written notice, the Department will allow the HEV ten (10) days to resolve the issue before the agreement is terminated.

**VII. Confidentiality:**

It is understood that the staff of all parties will adhere to the confidentiality rules and guidelines of the Department, IDAPA 16, Title 5, Chapter 1, "Rules Governing the Use and Disclosure of Department Records" and all applicable State and Federal laws, rules and regulations pertaining to the confidentiality of, the disclosure of, information and records, as it relates to the activities of each party and the provisions of this agreement. Any other information obtained by all parties associated with participants of the LIHEAP program will not be divulged without the participant's written consent.

Upon signing by both parties, this agreement shall stay in effect through September 30, 2027.

  
\_\_\_\_\_  
Administrator  
Idaho Department of Health and Welfare Division of Welfare

\_\_\_\_\_  
7/23/2024  
Date

\_\_\_\_\_  
Vendor Company Representative – Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Company Representative – Printed Name

\_\_\_\_\_  
Vendor Company Representative - Title

Vendor Company Name: City of Bonners Ferry

Vendor EIN/TIN/SSN (Required): 82-6000166

Vendor Contact for Payments Name: Deborah Garcia - Clerk/Treasurer

Vendor Contact for Payments Phone: 208-267-3105

Vendor Contact for Payments Fax number: N/A

Vendor Contact for Payments E-mail: dgarcia@bonnersferry.id.gov

Vendor Contact for Payments Address: P.O. Box 149  
Bonners Ferry, ID 83805

**Vendor Preferred Method for Receiving Payment Information:**

E-mail  Fax  U.S. Mail

**Vendor Fuel Type:**

Electricity  Natural Gas  Fuel Oil   
Propane  Other - Including Wood

Counties Served by Vendor: Boundary

**I agree to abide by the terms of this HEV Agreement and I am responsible to ensure that my staff are aware of the requirements of this agreement.**

\_\_\_\_\_  
Signature of Vendor Company Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Company Representative - Printed Name

\_\_\_\_\_  
Vendor Company Representative - Title





# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/Administrator  
**DATE:** August 2, 2024  
**RE:** Shop Foundation Quote

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The City solicited quotes from four contractors for the new shop foundation for the water and sewer department. The City only received one quote for the project. The quoted amount was \$99,736 from Raise The Bar Construction LLC(RTBLLC).

With this memo I am requesting that the Council approve the submitted quote for \$99,736 and authorize the Mayor to sign the attached contract with Raise The Bar Construction, LLC.

Please call or email with any questions you may have for me.

Mike

# Raise The Bar Construction LLC

41 Amoth Rd  
Bonners Ferry, ID 83805 US  
rtblc208@yahoo.com

## Estimate

ADDRESS  
City of Bonners Ferry  
7232 Main Street  
Bonners Ferry, Idaho 83805  
United States

ESTIMATE 1083  
DATE 07/30/2024

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Mobilization	- 1 mobilization into project for wall and footer, slabs, and described scope of work - foundation layout with robotic total station for precise location and dimensions on project and elevations transferred to bottom of dig for footing forming prep	1	3,000.00	3,000.00
	Concrete Foundation	- 4800 SF wall and footer foundation - 4000 psi exterior mix - smooth panel formed wall - 280 LF 24"x12" perimeter footer - 2 runs grade 60 #5 bar run continuous thruout footer with lap 40 contact splices at bar splices and ran in bottom 1/3 of footer - #5 grade 60 rebar transverse bars at 12" OC in footer - #5 grade 60 rebar verticals with alternate hook at 16" OC - #5 grade 60 rebar horizontals at 12" OC continuous with lap 40 contact splices - 280 LF 36"x8" formed wall - #5 grade 60 rebar single mat grid with 12"x16" grid CTRD in wall - 91 5/8x10" AB installed in top of wall 10" from corners, CTRD in wall - double AB at 2 3/4" and 11 1/2" from edge of concrete wall blackout on all garage doors and 4 1/2" from edge of blackout on all man doors - 5 41 1/2" man door openings blocked out 18" from top of wall to bottom of blackout - 4 garage door openings blocked out to plan spec opening dimensions 18" from top of of wall to bottom of blackout to place cold joint down from surface of grade - 4 4" knockouts in wall with locations as specified on plans for floor drain penetrations - Ufer rod installation tied into wall and footer grid to be stubbed where designated by others	42	680.00	28,560.00

Signed By:

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Received By:

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- mobilization
- foundation layout
- footer and wall forming, prep, pour and cleanup
- concrete pumps for placement

Requirements:

- footer dig to be within +/- 0.5" of bottom of footer elevation and meeting proper compaction requirements
- footer dig to be minimum of 3' overdig on outside and inside of exterior of wall dimensions
- foundation elevation hub, and surveyed or staked corners outlining desired location of foundation

Concrete slab	<ul style="list-style-type: none"> <li>4800 SF interior concrete slab</li> <li>- 4000 psi mix</li> <li>- 6" thick</li> <li>- hard smooth machine trowel finish</li> <li>- #4 reinforcing rebar at 16" OCEW CNTRED in slab with lap 40 contact splices</li> <li>- rebar reinforcement material installation and labor</li> <li>- grade line and pin installation and labor</li> <li>- 60'x12"x6" thickened footer with 2 runs #4 rebar continuous at 12" and #4 transverse rebar at 12" OC</li> <li>- grade beam footer to be natural form dug and poured as a monopour at the same time the slab is poured to eliminate cold joint</li> <li>- concrete vibrating screed placement with 1" slope into drains as specified on plans</li> <li>- 4 garage door sloped approaches with 1/2" round edging detail on exterior perimeter for weather purposes to allow water to drain away from garage doors and make a smooth approach on to slab for access</li> <li>- 10"x10" thickened garage door beams at garage door locations to withstand heavy traffic</li> <li>- formed garage and man door openings</li> <li>- 1/2" expansion joint material on all perimeter against existing concrete stemwall</li> <li>- concrete pump for placement</li> </ul>	4,800	8.00	38,400.00
Saw Cutting	<ul style="list-style-type: none"> <li>- early entry expansion joint cutting</li> <li>- max 10' grids as proportional</li> <li>- 1/4 depth of slab thickness for cuts</li> <li>- diagonal cuts off of drain corners to stem wall</li> <li>- cut diagram attached with proposed cut grid lines outlined in yellow</li> </ul>	5,600	0.46	2,576.00
Excavation	<ul style="list-style-type: none"> <li>- subgrade backfill of all overdig associated with the installation of walls and footers</li> <li>- backfill and screeding of slab to bottom of slab grade with proper slope for drains in order to</li> </ul>	1	5,000.00	5,000.00

Signed By:

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

- achieve a consistent 6" slab depth thruout to within +/- 1/4" tolerances
- all backfill to be accomplished with compactible 3/4" minus aggregate and to be placed, watered, and double drum roller packed in 12" lifts
- natural form dug thickened slab area as specified on plans
- excavation and compaction equipment and labor for accomplishing scope of work
- this is a labor and equipment line item ONLY as all backfill material to be provided
- excavation prep for front apron with proper slope as required to not exceed 2%

Interior drain	<ul style="list-style-type: none"> <li>- 112LF interior strip drain</li> <li>- 4" commercial grade class C rated strip drain</li> <li>- galvanized steel grate</li> <li>- integrated 0.5% slope into drain to point of termination</li> <li>- spec sheet to be attached</li> <li>- excavation under drain locations to allow for concrete to pour drain into place</li> <li>- drain installation in designated location and poured into place to solidify location and eliminate floating during placement of slab</li> <li>- 4" ABS plumbing line from end of drain to 2' outside of foundation wall with proper connections and slope</li> </ul>	1	14,200.0 0	14,200.00
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Exterior concrete slab	<p>800 SF exterior concrete slab</p> <ul style="list-style-type: none"> <li>- 6" thick broom finish</li> <li>- 4000 psi exterior mix</li> <li>- #4 rebar reinforcement at 16" OCEW grids CTRED in slab with lap 40 contact splices</li> <li>- 3 sided perimeter forming</li> <li>- 3/4" round edging detail on all exposed perimeters</li> <li>- 2% max slope away from building</li> <li>- grade establishment, concrete vibra screed placement, and finish</li> <li>- early entry expansion joint cutting</li> </ul>	800	10.00	8,000.00
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Inclusions:

- concrete materials and labor for forming, placing, finishing and cleanup of walls, footers, and slabs as outlined above
- rebar reinforcement materials and labor for installation
- concrete pumps for placement as outlined above
- backfill labor and equipment as outlined above
- drains and plumbing as outlined above
- concrete anchors as outlined above
- slab finishes as outlined above
- saw cutting and expansion jointing as outlined above

Signed By:

\_\_\_\_\_

Received By:

Exclusions:

- grinding
- polishing
- joint filling
- staining
- surface hardeners, cure and seal applications
- foundation waterproofing
- vapor barrier
- perimeter insulation
- special inspections for reinforcement or concrete during pouring other than what is provided by a state inspector
- compressive strength testing
- compaction testing services
- additional mobilizations in and out for each phase due to project not being ready for scope of work to commence or proceed due to unforeseen circumstances

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TOTAL

**\$99,736.00**

Accepted By

Accepted Date

Signed By:

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Received By:

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## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Raise the Bar Construction, LLC herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

To construct shop foundation in accordance with the quote package of July 17th, 2024, and the plans and specifications for the project, at the price shown in the attached quote.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

[ X ] CONTRACTOR shall complete the project by September 30, 2024.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

[ X ] Total not to exceed \$99,736.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement 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.

6. **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 acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 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 require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten

(10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

11. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

12. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

13. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:  
\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:  
By \_\_\_\_\_  
(Name)

By \_\_\_\_\_  
Rick Alonzo, Mayor

Its \_\_\_\_\_  
(Title or Office)

ATTEST:  
\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:  
\_\_\_\_\_  
(Signature of Witness or Notary Public)

**Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry**



# MEMO

CITY OF BONNERS FERRY  
CITY ENGINEER/ADMIN

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**TO:** Mayor and City Council  
**FROM:** Mike Klaus, City Engineer/Administrator  
**DATE:** August 2, 2024  
**RE:** Nixon Street Sewer Main Work

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The City was dedicated street right-of-way, that is now Nixon Street, where the City extended a sewer main in 2022. At that time, I did not realize that the entire new street would be paved. The City is about 180 feet short of having the new sewer main past the end of where the paving will extend. I asked Chapman Excavation for a quote to install 180 feet of 8" sewer main and a new manhole. The quote came in at \$7,789.

With this memo I am requesting that the Council approve the submitted quote for \$7,789 and authorize the Mayor to sign the attached contract with Chapman Excavation, LLC.

Please call or email with any questions you may have for me.

Mike





Chapman Excavation, LLC  
 208-255-6680  
 113 Cardinal Lane  
 Bonners Ferry, ID 83805  
 United States

<b>Prepared For</b>	<b>Estimate Date</b>	<b>Estimate Number</b>
City Of Bonners Ferry	08/02/2024	0003130
Bonnors Ferry ID 83805		

Description	Rate	Qty	Line Total
Install 180' SDR 35 sewer main with manhole . City provides all parts	\$7,789.00	1	\$7,789.00
Subtotal			7,789.00
Tax			0.00
<b>Estimate Total (USD)</b>			<b>\$7,789.00</b>

**Terms**

I completely understand and acknowledge that the above listed job and estimated bid amount is subject to modification due to change in ground conditions, utility placement, and emergencies occurring. I understand that 50% of the job cost is due upon signing this form, and the remaining 50% is due upon completion of the proposed job in its entirety. Acceptable forms of payments are cashier's checks, personal checks, and cash. All checks will be made payable to Chapman Excavation, LLC.

By signing below, I agree to all above statements and release Chapman Excavation, LLC from all liability, costs and damages which could arise from this job (e.g blacktop cracks/marks). I agree to accept financial responsibility for the cost related to any additional work and any emergencies that may occur. Examples include unforeseen equipment rentals (e.g jackhammer, pump truck), solid rock, unmarked utilities, gravel or rock needed, or secondary power undisclosed by property owner.

Signature of Customer \_\_\_\_\_ Date \_\_\_\_\_

## INDEPENDENT CONTRACTOR AGREEMENT

AGREEMENT made between City of Bonners Ferry, a political subdivision of the state of Idaho, herein "ENTITY" and Chapman Excavation, LLC herein "CONTRACTOR",

THE PARTIES AGREE AS FOLLOWS:

1. **CONTRACT:** ENTITY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

To install approximately 180 feet of 8" sewer main and one manhole on Nixon Street.

CONTRACTOR agrees to provide all materials and services for the project in accordance with the attached written specifications.

2. **TIME OF PERFORMANCE AND TERMINATION:** Parties agree that:

[ X ] CONTRACTOR shall complete the project by August 30, 2024.

3. **COMPENSATION:** ENTITY agrees to pay CONTRACTOR as compensation:

[ X ] Total not to exceed \$7,789.00

4. **INDEPENDENT CONTRACTOR:** The parties agree that CONTRACTOR is the independent contractor of ENTITY and in no way an employee or agent of ENTITY and is not entitled to workers compensation or any benefit of employment with the ENTITY. ENTITY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. ENTITY shall have no responsibility for security or protection of CONTRACTOR'S supplies or equipment. CONTRACTOR agrees to pay and be responsible for all taxes due from the compensation received under this contract.

5. **WARRANTY:** CONTRACTOR warrants that all materials and goods supplied under this Agreement 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.

6. **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 acts and/or any performances or activities of CONTRACTOR, CONTRACTOR'S agents, employees, or representative under this agreement.

7. **INSURANCE:** CONTRACTOR agrees to obtain and keep in force during its acts under this agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000 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 require insurer to notify ENTITY ten (10) days prior to cancellation of said policy.

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. **COMPLIANCE WITH LAWS:** CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.

10. **CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:** Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the

Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

11. **CERTIFICATION THAT COMPANY IS NOT OWNED OR OPERATED BY THE GOVERNMENT OF CHINA:** Pursuant to Idaho Code section 67-2359, Contractor certifies that the company is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China. The terms defined in Idaho Code section 67-2359 shall be the meaning defined therein.

12. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.

13. **ATTORNEY FEES:** Reasonable attorney fees shall be awarded to the prevailing party in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

ENTITY:  
\_\_\_\_\_  
CITY OF BONNERS FERRY  
(Governmental Entity)

CONTRACTOR:  
By \_\_\_\_\_  
(Name)

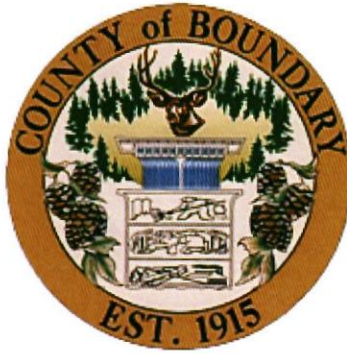
By \_\_\_\_\_  
Rick Alonzo, Mayor

Its \_\_\_\_\_  
(Title or Office)

ATTEST:  
\_\_\_\_\_  
Deby Garcia, Clerk

WITNESS:  
\_\_\_\_\_  
(Signature of Witness or Notary Public)

**Form and content approved by Andrakay Pluid as attorney for City of Bonners Ferry**



**BOUNDARY COUNTY**  
**P. O. Box 419**  
**Bonnors Ferry, ID 83805**

July 30, 2024

Deborah Garcia, Clerk  
City of Bonnors Ferry  
P.O. Box 149  
Bonnors Ferry, Idaho 83805

RE: CITY/COUNTY DISPATCH AGREEMENT

Dear Clerk Garcia:

Boundary County Commissioners would like to notify you and the City of Bonnors Ferry that Boundary County is proposing an increase to the current annual payment that is to be issued to Boundary County for services provided as listed in the City/County Dispatch Agreement. The new annual payment for Fiscal Year 2024-2025, beginning October 1, 2024, will be \$60,000.00, with an annual review to follow in order to work toward getting closer to funding the actual cost of one dispatcher position.

Commissioners wanted to provide this information ahead of the City's budget planning process. A new agreement listing the updated term and fee will follow within the next couple of months.

Sincerely,

BOUNDARY COUNTY  
BOARD OF COMMISSIONERS

  
\_\_\_\_\_  
Tim Bertling, Chairman



  
Wally Cossart, Commissioner

  
Ben Robertson, Commissioner

cc: David Kramer, Boundary County Sheriff  
Willie Cowell, City of Bonners Ferry Chief of Police