#### 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**

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 St 267-3105 July 1, 2025 6:00 pm

Join video Zoom meeting: <u>https://us02web.zoom.us/j/176727634</u> 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. Approval of 06/17/25, 12/03/24, 05/06/25 regular council minutes

#### NEW BUSINESS

- 4. **GARBAGE** (action item) [attachment]- Consider approval of revised contract with Frederickson's BF Garbage LLC.
- 5. GOLF- (action item) [attachment]- Consider approval of funds to purchase a tee mower.

#### **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.

#### MINUTES June 17, 2025 6:00 pm

Mayor Alonzo called the meeting to order at 6:00 pm. Council Members present were Val Thompson, Brion Poston, Ron Smith, Adam Arthur was absent.

Staff members present were Police Chief Willie Cowell, City Clerk/Treasurer Deborah Garcia.

Public present were Shawn Frederickson, David Sims, Ethan Cowell, Fay Almond, Tony Bates, David Clark.

Mayor Alonzo noted that Zoom was not available tonight as we are having some technical difficulties.

#### **PUBLIC COMMENTS**

Tony Bates- wanted to make a recommendation for the oil tank walkway. Tony said it would be better to powder coat the walkway prior to obtaining them rather than having city staff paint them. This will ensure all surfaces are covered.

#### **REPORTS**

Police- Willie reported that one felony four misdemeanors were sent to the prosecutor's office. There were thirty infractions sent to the clerk's office. Wille said that he did not have a number for outside agency assists but combined from the county to the city and the city to the county they're probably equal and over 10 each. Willie said the amount of traffic flow that we have coming from the city right now, it is almost impossible tourn out on the south hill between the peak hours. Council member Ron Smith asked if the police are seeing a slowdown in Canadian traffic. Willie said no and that he did not have an actual count, but it is on par with what it has been historically.

Fire- No report

City Engineer/Administrator- No report

Urban Renewal District- David Sims reported that Idaho changed the statue for Urban Renewals. This allows ambulance and fire districts to withdraw from the district, so they would be treated like a school district and none of the funds would go to Urban Renewal. Our ambulance district decided not to file that request this year. They might next year. David said the next meeting is in July.

SPOT- Council member Ron Smith reported that there is no Monday service right now for SPOT. Ron said that they are trying to get it started back up. Ron hoped to get Naples, and the tribe included but has been told that they are already serving these two areas and that it just requires a call 24 hours in advance. SPOT will be doing some more advertising and would like to get the information out to the public more, so they are able to use the service more. SPOT bus will also be used for the county fair and will start at the middle school parking lot and will take people down to the county fair and then give them a ride back up to the school when they are done. This should help with parking, and they are discussing doing the same thing for the rodeo.

#### Golf- No report

EDC- Davis Sims reported the Rural Community Infrastructure Fund Project for the highway access for Panhandle Door, Boundary County has signed the agreement with Idaho Department of Commerce and so that is a go. This will be going out for bids in July. PAC will be administering the grant. Boundary County is the recipient, but there will be no county funds going to the project. The admin fees will be paid out of the grant, so the county won't have any funds for that.

David reported on the City of Moyie Sewer project. The new plant has started and is operating. It is not up to normal efficiency yet because the way the wastewater treatment is designed, it has active bugs for lack of a better word. The bacteria are not up to full strength yet. They're working on that. They have to have an operator's manual to satisfy DEQ requirements and the engineering firm wanted \$40,000.00 to write the manual. The city has decided to write their own manual with David's help. This will be a project for the next few weeks.

Council member Ron Smith asked David what all the piles of dirt were out at the City of Moyie. David said that when Clint Kimball was the Road and Bridge Superintendent, he encouraged John Nelson to get certified by the state to accept fill dirt. A lot of the spoils from the highway project went there and John continues to accept fill to fill in a ravine that was there.

David also reported that Canadian traffic is down and that you can get the information online. David pulled the numbers and Porthill is down 39% and Eastport is down 29% from last year. The one thing you cannot tell is if they are Canadian or not. If a US citizen goes up and back that also counts as a crossing. Some are also Canadians crossing just to go to the store at Porthill and then turning around. These numbers come from the port. Police Chief Willie Cowell said that as far as for traffic stops that they are not seeing a difference. The travelers from Alberta are speeders.

The broadband grant called BEAD is to provide broadband service throughout the country. Idaho has been allocated \$583 million, and the process has been going on for about three years working on how to allocate that. They have divided the counties and Boundary County has about twelve different areas and they've prequalified the people that will be allowed to put in bids. On June 6<sup>th</sup> the federal government made several revisions to the grant program including eliminating the fiber preference. They will have to go out and requalify the bidders. The new language is agnostic as far as technology. Lower satellites like Starlink will qualify now. The state has a short timeline to get there.

Lastly David said that he has been working on a GEM grant application for the fairground's restroom. The GEM grant is an Idaho Department of Commerce grant. There is a \$50,000 maximum amount you can request. It is primarily for projects that provide an economic benefit, and they have allowed them to put in an application to help pay for the restrooms at the fairgrounds. The county went out for bids, and the lowest bid was around \$750,000. They revised the plan, and it came in at \$650,000. The county could not afford that so they have found local individuals that will donate labor. They now have an electrician, plumber, general contractor, and someone who will do the concrete. The county will provide the materials and hope the commerce grant will help with those material costs.

#### CONSENT AGENDA - {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll

Brion Poston made a motion to approve the consent agenda. Val Thompson seconded the motion.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Ron Smith, Val Thompson, Brion Poston
Voted No	
Absent	

#### **NEW BUSINESS**

3. **ELECTRIC - (action item)** [attachment]– Consider approval to purchase brush head for clearing under power lines and rights-of-way.

City Engineer/Administrator Mike Klaus included a memo for this item in his absence. Mike said that every year the electric department budgets a significant amount of money to trim trees to keep them out of the city's power lines. This year the city budgeted \$200,000 for tree trimming and has spent \$170,500 so far. The electric department asked if they could use their remaining budget for tree trimming to purchase a brush head for our Kubota KX080 that could be used to trim trees and brush under our power lines in some areas. Having this brush head would not eliminate the need to have outside trimming contracts but would be helpful. The water and street departments also have several places where a brush head could be used for clearing. The water department has a street right of way and the levee banks where a brush head could be used for clearing. The water department has a roadway that needs cleared on a regular basis to access the Myrtle Creek intake. Mike makes a recommendation to purchase the brush head from Boundary Tractor for the amount of \$31,175 and use the following split for the cost: Electric-70% at \$21,823, Water- 15% at \$4676, and street- 15% at \$4676. All the departments have enough money from savings of other expenses to cover their portion of the purchase.

Council had some discussion on the many uses and the savings this will provide.

Brion Poston made a to approve the purchase of a brush head for clearing power lines and right of ways in the amount of \$31,175. Val Thomspon seconded the motion.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Ron Smith, Val Thompson, Brion Poston
Voted No	
Absent	

# 4. **STREET - (action item)** [attachment]- Consider approval of quote for fabricating an oil tank walkway platform.

City Engineer/Administrator Mike Klaus provided a memo in his absence. Mike said that city staff has observed that we have a potentially unsafe condition near the street shop where the chip seal oil tank is located. When the oil truck for chip sealing is filled the street staff have no place to safely stand to fill the oil truck. Staff need to be located 5-6 feet above the ground to safely fill the oil truck. The safety committee has determined that a platform needs to be built for staff to stand on while filling the oil truck. Mike has included a quote from North Idaho Welding Supply for \$6,067.71. The street department has \$28,046 left in unused snow removal budget from this last winter, and this expense would not cause the department to go over budget.

Council discussed the current situation for filling the oil truck and Mayor Alonzo asked public member Tony Bates for his opinion on the powder coating and he said that will ensure all surfaces are coated. Painting will only cover the surface that you can see after assembly. Council decided to approve the cost with the powder coating and let the staff decide which way they would like to proceed. This will allow for both options.

Val Thompson made a motion to the stairs and the platform with powder coating for the amount of \$9,291.71. Brion Poston seconded the motion.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	
Voted No	
Absent	

5. GARBAGE - (Discussion Only)- Discussion of revised contract with Frederickson's BF Garbage LLC.

City Attorney Andrakay Pluid provided a draft copy of the Garbage Contract for the council members to review. This contract has not been sent to Frederickson's yet and will be a discussion item only. Mayor Alonzo said the contract amount will stay the same as with the recycling for at least a year until the next contract renewal. October is when they are planning on having the containers. Shawn Frederickson, with Frederickson's BF Garbage, said that once the council approves the contract then the containers can be ordered, and they take five to eight weeks to get. The cost is around \$65 each before shipping. There are some concerns about elderly residents being able to get these large containers to the road. Shawn said that they roll and are easily maneuverable. Frederickson's has a group of residents that already have these containers, and they are of the age of 70 plus. They have had no issues as of yet. Shawn said that in the future they may be able to offer smaller containers for some people when they get their new truck. Mayor Alonzo asked if they had any trouble with bears getting into the containers. Shawn said that they rouble with bears getting into the containers. Shawn said that they rouble with bears getting into the containers. Shawn said that they have not and in town usually with the regular cans that people currently use its mainly dogs who get into them and they try to pick up what they can when this happens. Mayor Alonzo said this will be on the July 1, 2025, agenda as an action item and sees no reason it will not pass.

#### **ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 6:34 PM.

#### MINUTES December 3, 2024 6:00 pm

Mayor Alonzo called the meeting to order at 6:00 pm. Council present were Ron Smith, Val Thompson, Brion Poston, Adam Arthur.

Staff present were Police Chief Willie Cowell, City Clerk/Treasurer Deborah Garcia, City Attorney Andrakay Pluid, City Engineer/Administrator Mike Klaus by phone.

Public present were David Clark, David Sims, Denise Crichton, Carolyn Birrell, Tamala Roby, Tony Bates.

#### PUBLIC COMMENTS

Carolyn Birrell said the Turkey Trot was successful. There were 517 Participants this year up from 388 last year. They delivered all the food yesterday and Carolyn wanted to comment that the Police presence was great.

#### **REPORTS**

Police-Police Chief Willie Cowell reported that since the November 5<sup>th</sup> meeting there were 53 infractions reported to the clerk's office, 15 misdemeanor charges forwarded to the city prosecutor's office, 3 felony charges forwarded to the county prosecutor's office. Three officers have responded at least 13 times outside city limits in the last two weeks, and the number is probably double last month for county assists. 1 inside city limits for agency assist with the department of corrections and probation that resulted in an arrest.

The new 2025 Ford Interceptor that was ordered earlier this year, has arrived and is being outfitted for patrol.

Officer Robbie Bates will be graduating from POST academy next week and will then complete two weeks of shadow phase training and then will be fielding his own shift.

Maurice Morri was sworn in as a new officer and will attend post next month and will be there through April.

Fire- No report

City Engineer-Administrator- No Report

Urban Renewal District- No report

SPOT- No Report

Golf- No report

EDC-David Sims said that he has given the council updates over the last couple of years on the BEAD broadband program. The state released the project areas last week and they are very interesting. David does not think they will be very functional. Some examples are the Moyie River Road, Highland Flats, Deep Creek Loop and then it jumps and includes the mill site and the fairgrounds. Another area goes from Perkins Lake all the way to Elmira and includes the area around Safeway. Another area includes the Southern Selkirk Crest area to Ponderay, Sandpoint, and Dover. It looks like they will allow Starlink to participate.

Moyie sewer project progressing mostly well. There was a public meeting November 19<sup>th</sup> that is part of the block grant process when they are 75% complete. Some of the issues right now are making sure the UV disinfection systems meet the engineer specs. They should be online next May or June.

Daivd reported that at the last meeting with ITD (Idaho Transportation Department) about traffic issues around the Naples bridge. The issue is people have been hitting the bridge. The ITD planner has come up with an over height detection system and are hopeful that this will take care of the problem for a while. The County will seek a grant.

There have been two walkthroughs on Jim Ball's duplexes on Augusta Street. Council Member Ron Smith was one of the participants and those who went were pleased with their size. David said he believes that most of the units are already rented.

A group of people met at Valley View school to talk about ideas to lower the construction cost for a new Valley View school. This will be an ongoing effort. The school is not sure when the state is supposed to step in on this and that there is that option at some point. Council member Brion Poston said if it keeps failing that the state will step in and that it will still fall on the taxpayers and will probably end up being more than if the bond passed. Mr. Poston suggested that the school district needs to make it clear to everyone that if we do not pass this on our terms that the state will on their terms. David said when the state changed the law about what the school can say, they are very limited, it makes it challenging.

The lease was up in August or September for the building that the Moyie post office is in, and the owner of the building is not going to renew it. The post office is now scrambling to find a new spot. The City of Moyie is interested in helping with this.

The University of Idaho had a food summit last month at the Organic Center out on Boyer. Judy Dillin, Cloud Eleven, and Lore Coffee were there as presenters. Homestead Produce, one of our local food vendors was there as well.

David mentioned that he saw that one of the agenda items tonight was looking at the cleaning contract for the Visitor Center. One need that would really help the Farmer's Market is on Saturday morning the vendors are there early, but the bathrooms do not get unlocked until 8:00 am. Vendors need to use the restrooms before they open. David talked with City Engineer/Administrator Mike Klaus about the options for automatic door unlocking systems that are used for public bathrooms. Council asked if there was anyone from the market that could be trusted with a set of keys. David answered that they do have a market manager.

David reported that he has been watching the Department of Labor monthly unemployment reports. We are still growing and if you look at our workforce in October increased 5.9%, which is substantial. The state workforce grew at 2.7%. David clarified that this was the county that had increased 5.9%. Kootenai County increased at 1.9%, Bonner County was 0.3%.

#### CONSENT AGENDA - {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll
- Consider approval of Alcohol Beverage Licenses for FY2024: Grocery Outlet, The Badger's Den, Bonners Ferry Conoco, Nomnom, Heart Rock Wines/Hidden Haven Sweets & Treats, Mi Pueblo II, Rusty Moose Tavern & Grill/Goat Mountain Pizzeria, Mugsy's Tavern & Grill, Eagle Aerie 3522, Under the Sun, Sam's Stop & Shop #14, Safeway Store #2954, Kootenai River Inn Casino & Spa, Bonners Ferry Pupuseria, The Pearl Theater, Jack's Club.
- 4. Consider authorizing the mayor to sign the Federal Surplus Property Program Eligibility Application.

Val Thompson made a motion to approve the consent agenda. Adam Arthur seconded the motion.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur

Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

#### **NEW BUSINESS**

5. **City- (action item)** [attachment]- Consider approval of the contract for Melissa Mellon to provide janitorial services for Visitor Center.

Mayor Alonzo asked City Engineer/Administrator Mike Klaus if he had any comments about this item. Mike said that not really and that this is a need that has been talked about internally for a while. This will cost will be more in line with the work that is actually happening at the Visitor Center and at City Hall. There are a few more hours needed at City Hall to get it into good condition. Mike feels this is a good first step towards that. This would make it from \$1200.00 per month for the Visitor Center to \$1600.00 per month and eight hours at \$20 per hour for City Hall each week.

Ron Smith made a motion to approve the contract for Melissa Mellon to provide janitorial services to the Visitor Center. Val Thompson seconded the motion.

Result:	Approved
Moved by:	Ron Smith
Seconded by	Val Thompson
Voted Yes	Ron Smith, Adam Arthur, Val Thompson,
	Brion Poston
Voted No	
Absent	

6. **FIRE-(action)** [attachment]-Discuss the response from the Kootenai Tribe of Idaho on the Fire Protection Contract increase request of 3%.

Mayor Alonzo said that he had a discussion with the City Engineer/Administrator today and they have decided to do a little more research before they bring this back to council. This will be tabled until a later date.

Result:	Tabled- No action taken
Moved by:	
Seconded by	
Voted Yes	
Voted No	
Absent	

7. **CITY- (action item)** [attachment]- Consider approval for staff member Kathy Walk to clean City Hall twice a week at the rate of \$20.00 per hour working 6 to 8 hours per week in addition to her regular position.

City Engineer/ Administrator Mike Klaus said that Council Member Brion Poston mentioned that the cost for the Visitor Center will go up and we will be spending more money on City Hall. Historically we used to have City Hall cleaned twice a week and looking back, this was reduced to once per week. Staff feel that once per week is not adequate and so there is someone internally. Kathy Walk who is the part-time Police secretary, is interested in cleaning. Cleaning is split between the utilities and City Hall. Mike said this will get us back to the cleaning we used to do. The cost will go up a little bit but is comparable to a previous contract that used to be \$2000 per month for the Visitor Center and City Hall.

Val Thompson made a motion to approve staff member Kathy Walk to clean City Hall twice a week at the rate of \$20 per hour, working six to eight hours per week in addition to a regular position. Adam Arthur seconded the motion.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Adam Arthur
Voted Yes	Brion Poston, Val Thompson, Adam
	Arthur, Ron Smith
Voted No	
Absent	

8. **CITY- (action item)** [attachment]- Consider reducing the salary, paid time off (PTO), and the one-year employment increase by 20% for Andy Bliss to accommodate his need to make a reduction in hours.

City Engineer/Administrator Mike Klaus said that this is another item he has been working with staff on, and the request has come forward by Andy to reduce his time by 20% and there would be a prorated reduction in pay as well as time off would be reduced. Mike thinks this will still work out well because Andy is pretty efficient and very good at what he does. Mike said he feels blessed to have him on even at a reduced time.

Brion Poston made a motion to reduce salary, paid time off, and one year employment increase by 20% for Andy Bliss to accommodate his need to make a reduction in hours. Adam Arthur seconded the motion.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Adam Arthur
Voted Yes	Ron Smiht, Adam Arthur, Val Thomspon,
	Brion Poston
Voted No	
Absent	

9. **CITY- (action item)-** Consider gift cards for Christmas in the amount of \$25.00 each for city committee volunteers not to exceed \$500.00 total.

Mayor Alonzo said at the last council meeting that they approved gift cards for the employees and then it was brought to their attention that the volunteers were not included in that. Gift cards in the amount of \$25 each for each city committee volunteer and not to exceed \$500.

Adam Arthur made a motion to approve the gift cards for the committee members for \$25 each, not to exceed \$500 total. Ron Smith seconded the motion.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

10. **ELECTRIC- (action)** [attachment]- Consider Change Order #6 for \$20,000 with Schweitzer Engineering Laboratories for ongoing programming and troubleshooting assistance for the Moyie Hydro controls for FY2025.

City Engineer/Administrator Mike Klaus said that this is change order #6 as this is how Schweitzer Engineering Laboratories like to do their extra work. This works under their structure of contracts and additional work and is related to the same work that they did when they did the installation for the controls two years ago. Mike does not feel it will even come close to \$20,000 but has listed it that way just in case there is an emergency that requires greater work than we anticipate.

Adam Arthur made a motion to approve Change Order # 6 for \$20,000 with Schweitzer Engineering Laboratories for ongoing programming and troubleshooting assistance for the Moyie hydro controls for fiscal year 2025. Ron Smith seconded the motion.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Ron Smith
Voted Yes	Brion Poston, Val Thompson, Adam
	Arthur, Ron Smith
Voted No	
Absent	

#### **ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 6:26 pm.

#### MINUTES May 6, 2025 6:00 pm

Mayor Alonzo called the meeting to order at 6:00pm. Council members present were Ron Smith, Adam Arthur, Val Thompson, Brion Poston.

Staff present were Police Chief Willie Cowell, Clerk/Treasurer Deborah Garcia, City Engineer/Administrator Mike Klaus, and City Attorney Andrakay Pluid via ZOOM.

Public present were Gerald Higgs, Gray Henderson, Jessica Tingley, Phyllis Smith, Mike Weland, David Sims, Fay Almond, Craig Kelson, Nancy Wycoff, Conn, Cal Russel

#### PUBLIC COMMENTS

Gerald Higgs- Comment on the flag and that how the state Jim Jones said he does not think this law will stand constitutional. He does not believe that this will last. Special occasions are not defined. Gerald spoke with senator Woodward. Mr. Higgs proposes a mayoral declaration that he read aloud for the Mayor and Council.

Gray Henderson- Has read HB 96 as well as the city attorney's memo of options about the Canadian flag and would like you to consider option three.

Phyllis Smith- would like Council to consider changing the ordinance on junky properties. Phyllis will call the office and get put on the agenda

Craig Kelson- supports the flag and if the council can find a solution within the law.

Nancy Wycoff- vote for getting the Canadian flag back by choosing option three.

#### **REPORTS**

Police- Chief Willie Cowell reported that since the last council meeting city officers had 5 felony and 10 misdemeanors that were sent to the prosecutor's office. 45 infraction charges sent to the clerk's office and had responded 12 plus times for outside agency assists.

Fire- No report

City Engineer-Administrator- No report

Urban Renewal District- David Sims said that they had their meeting to accept public comments on the annual report to the city on April 21<sup>st</sup>. There were no members of the public there to comment.

There is a bill in this legislative session that allows ambulance and fire districts to opt out of the Urban Renewal Districts. The county commissioners do act as the ambulance board and are considering it. This would mean a reduced amount of funds for projects, so they are working through that.

SPOT- Ron Smith reported that SPOT is trying to do the same service in Naples as they do in Moyie Springs. Ron said he will also be talking with the Kootenai Tribe to try and provide the same service there as well.

Golf- No report

EDC-No report

#### CONSENT AGENDA – {action item}

- 1. Call to Order/Roll Call
- 2. Approval of Bills and Payroll

Adam Arthur made a motion to approve the consent agenda. Val Thompson seconded the motion.

Result:	Approved
Moved by:	Adam Arthur
Seconded by	Val Thompson
Voted Yes	Brion Poston, Val Thompson, Adam
	Arthur, Ron Smith
Voted No	
Absent	

#### NEW BUSINESS

3. CITY- (action item) [attachment] - Discuss display of flags by the City pursuant to Idaho Code 67-2303A

Mayor Alonzo asked if everyone had read HB96. Mayor Alonzo said the state basically told him that they cannot fly the Canadian flag. Mayor Alonzo said that he argued with Chief Deputy Attorney General Phil Broadbent because in the statute there are no penalties if you fly the flag and that there is no criminal offense tied to it like an infraction, misdemeanor, or a felony. Mayor Alonzo told him that we were going to continue to fly the flag and was told that the state was going to sue the City of Bonners Ferry under a writ of mandamus. Mayor Alonzo had city staff take the flag down until they looked at all of the options. After talking with city attorney Andrakay Pluid she came up with a draft resolution that should get the flag back up on the board.

Ron Smith made a motion to adopt resolution number 2025-006. A RESOLUTION OF THE CITY OF BONNERS FERRY, IDAHO, DESIGNATING SPECIAL OCCASIONS TO COMMEMORATE OUR RELATIONSHIP WITH OUR CANADIAN NEIGHBORS. WHEREAS, the city of Bonners Ferry is the closest incorporated municipality in the State of Idaho to the Canadian border, as well as the first stop on the International Selkirk Loop, and WHEREAS, the city of Bonners Ferry recognizes the positive impact and contributions made through Canadian tourism on our community, and WHEREAS, the City Council seeks to acknowledge, recognize, appreciate, and celebrate our neighborly relationship with Canada, and WHEREAS, cities in Idaho are bestowed with broad powers of selfgovernance, including the ability to recognize local holidays or days of celebration. NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF BONNERS FERRY, IDAHO THE FOLLOWING: Section 1: The city of Bonners Ferry hereby designates that three-hundred and sixty-five days per year are a special occasion in the city of Bonners Ferry commemorating our city's neighborly relationship with Canada. Section 2: The city of Bonners Ferry will celebrate these special occasions by displaying the Canadian flag alongside the flags of the United States and the State of Idaho, flown in accordance with United States' flag code. Adam Arthur seconded the motion.

Result: Approved

Moved by:	Ron Smith
Seconded by	Adam Arthur
Voted Yes	Brion Poston, Val Thompson, Adam Arthur, Ron Smith
Voted No	
Absent	

4. **ELECTRIC- (action item)** [attachment]- Consider wage adjustment for Jimmy Dorhofer for mechanical work at the Hydro.

Council member Brion Poston asked if this was a five dollar an hour raise and if the money would be covered by electric. Mayor Alonzo answered it will be just for when he is working at the hydro and covered by electric.

Brion Poston made a motion to approve the pay raise for Jimmy Dorhofer while working on hydro projects and at \$5.00 per hour increase. Adam Arthur seconded the motion

Result:	Approved
Moved by:	Brion Poston
Seconded by	Adam Arthur
Voted Yes	Ron Smith, Adam Arthur, Val Thompson,
	Brion Poston
Voted No	
Absent	

5. POOL- (action item) [attachment]- Consider wage adjustment for Bella Sims as the Pool Manager

Council member Brion Poston asked what David Hatch's pay was for that position. Mayor Alonzo said Bella would be going from \$17 per hour to \$18 per hour. Mr. Poston asked if the city would still be paying David. City Engineer/Administrator Mike Klaus said that David will still be helping out a little bit by getting the lifeguards going and ordering things that are needed for the pool. David will come back at the end of season to get things wrapped up. Bella was his assistant last year, and he will answer questions and help her get started. Mayor Alonzo asked Bella's dad David Sims how long she has worked at the pool, and he said five years.

Brion Poston made a motion to approve the one dollar an hour pay raise for Bella Sims and allow David Hatch to fill in and help her as needed as her assistant. This would put her from \$17 per jour to \$18 per hour. Val Thompson seconded the motion.

Result:	Approved
Moved by:	Brion Poston
Seconded by	Val Thompson
Voted Yes	Ron Smith, Adam Arthur, Val Thompson, Brion Poston
Voted No	
Absent	

6. **CITY- (action item)** [attachment]- Consider approval of the revised job title, description and pay range for the Office Clerk Position.

Lara Tyler will be stepping into the AP/Payroll position, and she makes twenty and some change per hour. The job is currently advertised at the direction of the mayor.

Val Thompson made a motion to approve the revised job title description and pay range for the Office Clerk Position. Brion Poston seconded the motion.

Result:	Approved
Moved by:	Val Thompson
Seconded by	Brion Poston
Voted Yes	Ron Smith, Adam Arthur, Val Thompson,
	Brion Poston
Voted No	
Absent	

#### **ADJOURNMENT**

Mayor Alonzo adjourned the meeting at 6:22 PM.



## **MEMO** CITY OF BONNERS FERRY CITY ENGINEER/ADMIN

RE:	City – Revised Garbage Contract
DATE:	June 27, 2025
FROM:	Mike Klaus, City Engineer
TO:	Mayor and City Council

As discussed at the last Council meeting, staff has been working with Frederickson's BF Garbage, LLC to modify their contract. The new contract takes into account two significant changes; no separate recycling pick-up and implementing the use of 96-gallon carts for garbage pick-up. The 96-gallon receptacle pick-up is anticipated to begin approximately on October 1, 2025.

The new contract is attached for your consideration, along with a letter of explanation that will go out to each customer if approved.

Please contact me with any questions you may have about this recommendation.

Thank you,

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 within the ENTITY's municipal boundaries.
- b. ENTITY engages CONTRACTOR to be the exclusive provider of Garbage service for Commercial within the ENTITY's municipal boundaries for those Commercial businesses desiring to hire a third party to provide Garbage service for their business.
- c. Definitions.
  - i. Construction and Demolition. Construction and/or demolition material does not come within the purview of this Contract.
  - ii. Recyclables. The Boundary County, Idaho landfill no longer accepts recyclables. Any recyclables shall be included with garbage as defined below.
  - 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.
- d. Construction and Demolition Waste. ENTITY agrees that CONTRACTOR shall have no obligation to haul construction and/or demolition material under this Contract.
- e. 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. 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. Beginning approximately October 1, 2025, CONTACTOR will implement a ninety-six gallon garbage "cart" receptacle program. This cart shall be the only style of garbage receptacle that CONTRACTOR will accept or pickup. Each residence shall be entitled to one cart. Additional carts can be requested by residents through CONTRACTOR on a private basis. The carts will be the property of Frederickson's Garbage, not the homeowner or ENTITY.
- iii. ENTITY shall notify customers of the change to the cart system through its billing. This shall include notification of the \$65.00 replacement fee for any stolen, damaged, or destroyed carts.
- iv. 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) or additional carts 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.
- f. 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 cart of Garbage collection per week, door-side collection for elderly persons, etc.)
- g. Commercial. Nothing herein shall be construed as requiring a Commercial business to hire CONTRACTOR to haul Garbage. Nothing herein shall be construed as requiring CONTRACTOR to haul Garbage from a Commercial business except in accordance with CONTRACTOR'S established pricing terms and conditions.

- 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). 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 venture 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, 2025, and shall expire on September 30, 2029.
- 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 nonappropriation 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:\_\_\_\_\_

Rick Alonzo, Mayor

Attest:

Deborah Garcia, City Clerk

FREDERICKSON'S BF GARBAGE

Dated:\_\_\_\_\_

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

Dear City Garbage Customer,

We are writing to inform you that there are changes coming to your curbside garbage collection. Frederickson's B.F. Garbage, the City's garbage collection contractor, is switching from manual curbside garbage collection, to automated curbside garbage collection approximately October 1, 2025.

Automated service involves a truck equipped with a mechanical arm that extends to lift and dump a specific, heavy-duty tipper cart designed for the truck. The tipper carts are 96 gallon capacity wheeled carts and equal to having three standard trash cans. This efficient process streamlines collection and prevents potential injuries as workers remain inside of the truck. Customers will appreciate the convenience of having a single cart that is sturdy, easy to maneuver, and aesthetically pleasing.

#### What You Need to Know:

- The automated service is mandatory.
- Only the 96 gallon tipper carts provided by Frederickson's B.F. Garbage will be emptied. No standard trash cans or alternate tipper-cart styles will be serviced.
- The specialized 96 gallon cart will be delivered to you prior to the service beginning, and is to remain at that location if you move. It is the property of Frederickson's Garbage and does not belong to you.
- Your residence will be provided one cart free of charge. If your cart is damaged, lost, or stolen, you will be required to pay a \$65.00 replacement fee per cart.
- Your service day will remain the same during the trial period, but may change at a future date. Place carts out by 6:00 a.m. on your normal service date or the night before.

### • PLACEMENT MATTERS:

Place the cart in the same general location as you place your cans now, with the cart handle facing **away** from the street (or towards your house). When possible, place cart at least 10 feet from mailboxes, cars, trees or other hazards and maintain 14 feet of clearance above cart from branches or powerlines. Leave 2-3 feet of space between other garbage carts (when applicable). **If access is blocked by vehicles, trailers, etc., service will be skipped that week.** 

- If sanitation workers move your cart from where you had originally placed it, please begin using the new location as your designated spot. It provides better, safer access.
- All trash must be bagged before placing in cart. Keeping cart clean is your responsibility.
- No hazardous waste, oil, paint, or chemicals. No yard waste, tires, building or demolition materials. No hot ashes, coals, or cinders inside of carts.
- Carts cannot exceed a weight of 200 pounds.
- All trash must be contained inside of the cart with lid **closed**. No extra bags on the street or overflowing the cart. Additional carts are available for a fee and can be obtained directly through Frederickson's. **Refuse placed outside of carts will not be collected**.
- Damages to the carts, incurred while in your possession, will be subject to repair or replacement fees.
- No painting or defacing of the cart by homeowner is allowed.
- Again, please, no tipper carts or standard cans other than what we provide will be serviced. Our carts are specialized for Fredrickson's truck.

As a more definite start date is finalized, you will be informed. Thank you for your cooperation as Frederickson's transitions to this new service style.



## **MEMO** CITY OF BONNERS FERRY CITY ENGINEER/ADMIN

TO:	Mayor and City Council
FROM:	Mike Klaus, City Engineer/Admin
DATE:	June 27, 2025
RE:	Golf – Tee Mower Replacement

Staff has been looking for new or used tee mower for the City's golf course, as the current one needs to be replaced. The City budgeted \$35,000 for another tee mower for 2025, not knowing exactly what we could find. In March of this year, Council approve the purchase of a used mower for \$17,000. Unfortunately that deal fell through, and staff worked with Turfstar in Spokane to put a hold on another mower that has recently been shipped to their facility.

The mower that has been delivered to Turfstar is a lease return Toro 3150Q with 1,200 hours at a base cost of \$19,000, plus refurbishing costs. After talking with the mechanic at Turfstar, I anticipate that the refurbishment of the lease return will be about \$8,000. Once the refurbishment is complete the City can inspect the mower to see if we are interested in purchasing.

With this memo I am requesting that staff be allowed to purchase a used tee mower for up to \$27,000, contingent upon inspection by the golf course manager and the City mechanic.

Please contact me with any questions you may have.

Thank you,

Mike