



CITY OF DONNELLY

169 HALFERTY STREET
P.O. BOX 725
DONNELLY, ID 83615
TELEPHONE (208) 325-8859 FAX (208) 325-4091

City Council Meeting

Monday, December 21, 2015 at 6:00 pm

**Donnelly Community Center
AGENDA**

ROLL CALL

BUSINESS AGENDA:

AB 15-54 CUP Extension Request – Main Street Plaza

Review extension request for approval.

AB 15-55 Valley County Pickleball – M.O.U.

Review and discuss

AB 15-56 Valley County Clerk & Building Department – M.O.U.

Review proposed M.O.U. and authorize Mayor to sign on Council behalf.

AB 15-57 Annual Road & Street Financial Report 2015

Approve Annual report due by December 31, 2015

AB 15-58 Lake Shore Disposal Contract Review – Paul Dionne

Review contract and discuss rate increase and contract renewal.

AB 15-59 Edwards Estate Utility Late Payment Hardship Request

AB 15-60 Snow Removal

Roads, Sidewalks, On Street Parking

AB 15-61 City Attorney Services

Recommendation of City Attorney

STAFF REPORTS:

Clerk/Treasurer Report

Mayor

Council

CONSENT AGENDA:

Vouchers November 16, 2015 thru December 16, 2015

City Council Meeting Minutes – November 16, 2015

ADJOURN:

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-54

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT: <i>C.U.P. Extension Request Main Street Plaza – Beau Value</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:				

SUMMARY STATEMENT:

Please review proposed CUP Extension for Main Street Plaza

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



CITY OF DONNELLY

P.O. Box 725

Donnelly, Idaho 83615

P: 208-325-8859 F: 208-325-4091

EXTENSION OF TIME APPLICATION

FILE NO.: _____

CROSS REF. FILES: _____

Applicant Name: Beau Value

Applicant Address: PO Box 336, Donnelly, ID 83615

Applicant Telephone: 208-631-6100 Fax: 208-877-2506

Representative Name: _____

Representative Address: _____

Representative Telephone: _____ Fax: _____

Subdivision: Main Street Plaza Approved Zoning: residential and commercial

General Location: North side of Town on Hwy 55

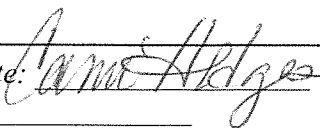
All applicants are required to submit the following:

Applicant (√)	Description	Staff (√)
	Completed and signed Extension of Time Application.	
	Fee	
	Narrative fully describing the proposed request, including but not limited to the following: <ul style="list-style-type: none">• Date of original approval;• Date the approval will expire;• Reason for requesting extension of time;• Time period requested for an extension (<i>not to exceed one year</i>).	
	11" X 17" vicinity map showing the location of the subject property	
	Copy of Vesting Deed	
	If the signature on this application is not the owner of the property, an original notarized statement (affidavit of legal interest) from the owner stating the applicant is authorized to submit this application.	


Applicant/Representative Signature

Date: 12/3/15

(For office use only)

Date Application Received: 12-7-2015 Accepted as Complete: 
Fee Due: \$104.75 (extension of CUP request \$78.56) Fee Paid: _____
Processing Clerk Initials: CR Extension Approved To: _____

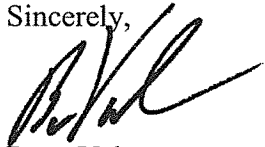
December 3, 2015

To Donnelly City,

Re: Extension Request for 440 Main, Donnelly Idaho

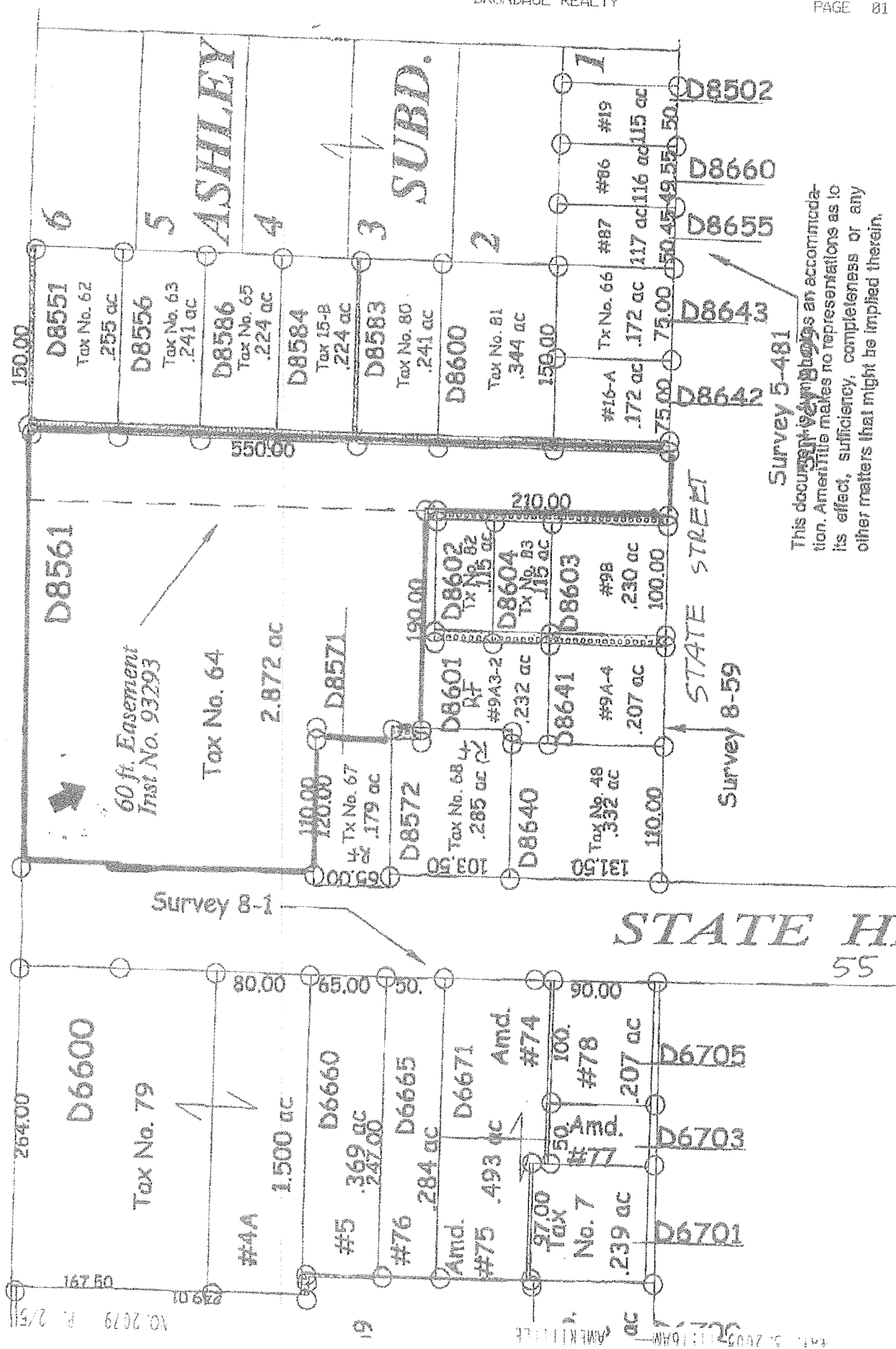
I am asking for an extension on the completion of improvements for 440 Main. The Development Agreement stated that the Project was to be completed by December 2010. Due to the economic down turn that hit Donnelly so hard we have applied for and received yearly extensions through December 2015. Currently the property is under contract to sell to a developer that plans on moving forward with a variation of the project and breaking ground on the project in 2016. Both myself and the buyer would like to keep the existing development agreement current and in place until future modifications are made to it. I truly believe that Donnelly City and its residence will benefit from the development of this project even more so today than when it was approved in 2010. Aesthetically it is a very attractive central Plaza for residents and tourists, functionally Donnelly could use some updated affordable housing, and more business amenities. At this time I am asking for a 1 year extension on completion. The new completion date requested is December 2015.

Sincerely,

A handwritten signature in black ink, appearing to read 'Beau Value', with a stylized, flowing script.

Beau Value

Beau Value
208-631-6100
PO Box 336, Donnelly ID, 83615
beauvalue@gmail.com



A PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 10
TOWNSHIP 10 NORTH, RANGE 3 EAST, BOISE MERIDIAN,
VALLEY COUNTY, IDAHO

STATE HIGHWAY 54

ENGINEER

Abstract

ZONING

LOT SUMMARY

PROPOSED USES

SEWAGE DISPOSAL

WATER SUPPLY

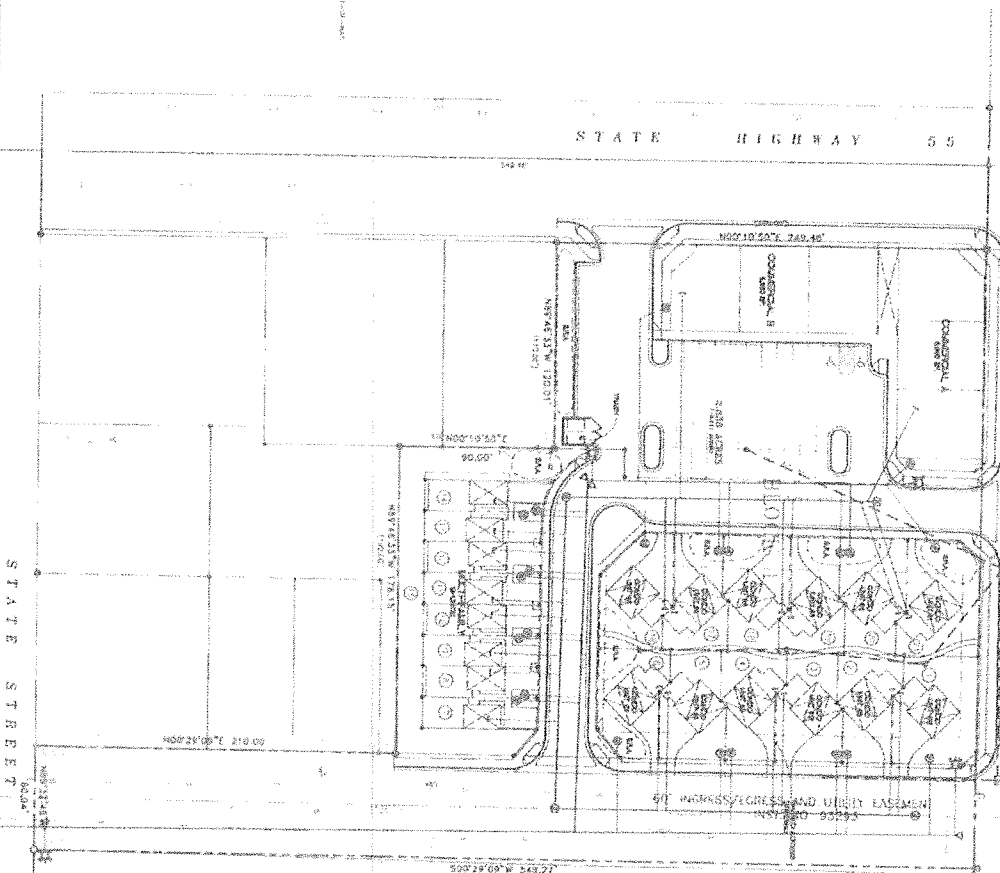
SCHOOL DISTRICT
INDEPENDENT SCHOOLS DISTRICT

07268021-4 YOUNG D.D.S.M./N
NATIONAL COUNCIL ON P.A.B.

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1

1000 W. St., Sacramento, California
 Tel. 4-6789



LEGEND

[illegible]

absorption of Cu^{2+} and Zn^{2+} ions	Cu^{2+} and Zn^{2+} ions
absorption of Cu^{2+} and Zn^{2+} ions	Cu^{2+} and Zn^{2+} ions


Figure 10


Figure 11


[illegible][illegible]


$\frac{d}{dt} \left(\frac{\partial L}{\partial \dot{x}} \right) = \frac{\partial L}{\partial x}$


$$L^2(\mathbb{R}^n) \rightarrow L^2(\mathbb{R}^n) \quad \text{by} \quad f \mapsto \int_{\mathbb{R}^n} f(x) dx \cdot 1_{\mathbb{R}^n}(x)$$











2014年12月
 2014年12月
 2014年12月
 2014年12月

$$: \mathbb{Q}^n \rightarrow \mathbb{Q}_2^m \text{ is } \mathbb{Q}^2 \text{ on } \mathbb{Q}_2^m \text{ for } \mathbb{Q}_2^m$$

Journal of Management Education 36(1)

$\mathcal{L}(\mathbf{y}|\mathbf{X}) = \prod_{i=1}^n \mathcal{L}(y_i|\mathbf{X}_i)$

Figure 1. The effect of the concentration of the inhibitor on the rate of polymerization of α -methylstyrene in the presence of SnCl_4 at 0°C . The concentration of α -methylstyrene was 1.0 mol/L, and the concentration of SnCl_4 was 0.01 mol/L. The concentration of the inhibitor was 0.001 mol/L (○), 0.002 mol/L (●), 0.005 mol/L (△), 0.01 mol/L (□), 0.02 mol/L (◇), and 0.05 mol/L (○).

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1. The first step is to identify the problem. In this case, the problem is that the company is not meeting its sales targets.

about 100,000 in the Pacific Ocean (see also 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 267

THESE RESULTS ARE IN ACCORD WITH THE CONCLUSIONS OF OTHER STUDIES THAT THE USE OF A SINGLE-STEP PROCESS IS MORE EFFECTIVE THAN A TWO-STEP PROCESS IN THE TREATMENT OF WASTEWATER.

AND SYMPOSIUM ON CURRENT TRENDS IN FACTORY WITH THE VIEW TO CONSIDERABLE STRENGTHENING AND THE

2000-01-01 to 2000-01-01

[illegible]

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DONNELLY - MAIN STREET PLAZA
PRELIMINARY PLAT

PINNACLE
Engineers, Inc.
1705 E. Highway 21, Suite 200, Salt Lake City, UT 84143
(801) 467-3700

RECORDING REQUESTED BY
First American Title Company

AND WHEN RECORDED MAIL TO:
First American Title Company
616 North 3rd Street Suite 101
McCall, ID 83638

Instrument # 377508
VALLEY COUNTY, CASCADE, IDAHO
06-16-2013 14:51:08 No. of Pages: 6
Recorded for: FIRST AMERICAN TITLE - MCCALL
ARCHIE N. BANBURY Fee: \$26.00
Ex-Officio Recorder Deputy: JLP
Electronically Recorded by Simplifile

Space Above This Line for Recorder's Use Only

WARRANTY DEED

File No.: 460145-MC (sk)

Date: April 15, 2013

For Value Received, Donnelly Main Street Plaza, LLC, a dissolved LLC, winding up their affairs, Kevin Jones, Beren Value, and Carrie Value, former Members; Kevin Jones, Beren Value, and Carrie Value, individually, hereinafter called the Grantor, hereby grants, bargains, sells and conveys unto Beau Value, a married man as his sole and separate property, hereinafter called the Grantee, whose current address is P.O. Box 867, Donnelly, ID 83615, the following described premises, situated in Valley County, Idaho, to-wit:

A parcel of land situate, lying and being in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 16 North, Range 3 E.B.M., Valley County, Idaho, more particularly described as follows:
Beginning at a point 550 feet North of a concrete marker in the intersection formed by the East right-of-way line of State Highway #15 as said Highway was so numbered in 1963 and the North right-of-way line of State Street, said concrete marker being approximately 730 feet West of the Northeast corner of the Original Townsite of Donnelly, the Real Point of Beginning:
thence East along the North line of said Townsite of Donnelly 360 feet to a point;
thence South 550 feet to a point on the North right-of-way line of State Street;
thence West along said North right-of-way line, 60 feet to a point;
thence North 210 feet to a point;
thence West 190 feet to a point;
thence North 90 feet, more or less, to a point 110 feet East and 250 feet South of the point of beginning;
thence West 110 feet to a point on the East right-of-way line of said State Highway;
thence North 250 feet, more or less, to the Real Point of Beginning.

SUBJECT TO all easements, right of ways, covenants, restrictions, reservations, applicable building and zoning ordinances and use regulations and restrictions of record, and payment of accruing present year taxes and assessments as agreed to by parties above.

TO HAVE AND TO HOLD the said premises, with its appurtenances, unto the said Grantee, and to the Grantee's heirs and assigns forever. And the said Grantor does hereby covenant to and with the said Grantee, that the Grantor is the owner in fee simple of said premises; that said premises are free from all encumbrances except current years taxes, levies, and assessments, and except U.S. Patent reservations, restrictions, easements of record and easements visible upon the premises, and that Grantor will warrant and defend the same from all claims whatsoever.

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-55

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT:

***Valley County Pickleball
M.O.U.***

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT:

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

Review the proposed Memorandum of Understanding between the Valley County Pickleball and the City of Donnelly.

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE

ACTION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into this ____ day of _____, 2015 between the City of Donnelly, a municipality of the State of Idaho ("**City**") and the Valley County Pickleball Club, an Idaho unincorporated 501(c)(3) non-profit association ("**VCPC**"). (Collectively, the "**Parties.**")

RECITALS

WHEREAS, on November 16, 2015, the Donnelly City Council ("City Council") approved a **Concept Plan**, attached hereto as **Exhibit "A"** and incorporated by reference, for a two-court, outdoor, public-use, dedicated pickleball facility ("pickleball facility") to be built at a yet-to-be-determined location within the City of Donnelly; and

WHEREAS, VCPC wishes to establish an outdoor, public-use, dedicated pickleball facility within the City of Donnelly for VCPC activities, pickleball education and open community play; and

WHEREAS, the purpose of this MOU is to facilitate VCPC's efforts for the further planning of a pickleball facility in the City of Donnelly, and the development of a long-term proposal for the development, financing, construction and operation of the pickleball facility.

NOW, THEREFORE, the Parties agree as follows:

1. **Term.** The term of this MOU shall be two (2) years and shall become effective upon signature by the authorized officials. This MOU is at-will and may be modified or terminated at any time by mutual consent of the authorized officials.
2. **Good Faith.** During the Term, Parties shall utilize their collective good faith efforts and due diligence to engage in a collaborative relationship for purposes of identifying suitable site locations and funding opportunities for a public pickleball facility.
3. **Limitations of this MOU.** By executing this MOU, Parties are not committing to, or agreeing to undertake any responsibility for the funding and long-term maintenance of a pickleball facility. Execution of this MOU by Parties is merely an agreement to explore the options to developing a pickleball facility in the City of Donnelly, reserving final discretion and approval by the Parties for any other proceedings and decisions in connection therewith.

Donnelly City Council Authorized Signature

Valley County Pickleball Club Authorized Signature

Title

Title

Date

Date

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-56

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT:

Valley County
M.O.U.
Building Permits and Inspections

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT:

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

Valley County would like to update the MOU for building permits. A copy of the old and the proposed is attached.

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE

ACTION

Memorandum of Understanding

By execution of this memorandum, the City of Donnelly, Idaho and Valley County, Idaho hereby agree to the following terms and procedures for the provision of residential plan review & building inspection services by Valley County for the benefit of the City of Donnelly and the fees to be paid for such services.

The City of Donnelly will provide a copy of building plans to the County for determination of the fees to be charged, which may include a "Plan Check Fee" as well as a "Permit Fee." Although a "Plan Check Fee" is not always required, a "Building Permit Fee" will always be charged. The Donnelly City Clerk will calculate the fees, send commercial building plans for appropriate plan review and issue the building permit. At this time, Donnelly City Clerk will transmit a copy of the building permit to Valley county Assessor.

The City of Donnelly will collect fees from the applicant before issuance of a City building permit. Valley County will then proceed with their inspection as requested and coordinate their activities with the City of Donnelly on any issues that may arise. Once the building permit is issued, the Donnelly City Clerk will submit a building permit receipt to the Valley County Building Department to prepare an invoice for the City of Donnelly, for payment.

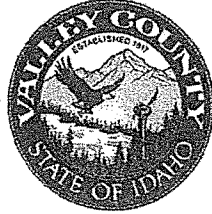
The bills will include the following charges:

- 1) For Plan Review Fee, 100% of the fee charged by reviewer;
- 2) For the Building Permit Fee, 50% of the fee charged by the City.

received
8/27/08 B

Valley County Board of County Commissioners

P.O. Box 1350 • 219 N. Main Street
Cascade, Idaho 83611-1350



Phone 208-382-7100
Fax 208-382-7107

GERALD "JERRY" WINKLE
Chairman of the Board
jwinkle@co.valley.id.us

GORDON L. CRUICKSHANK
Commissioner
geruickshank@co.valley.id.us

F.W.ELD
Commissioner
feld@co.valley.id.us

ARCHIE N. BANBURY
Clerk
abanbury@co.valley.id.us

Memorandum of Understanding

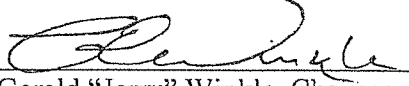
By execution of this memorandum, the City of Donnelly, Idaho and Valley County, Idaho hereby agree to the following terms and procedures for the provision of building inspection services by Valley County for the benefit of the City of Donnelly and the fees to be paid for such services.

The City will provide a copy of building plans to the County for determination of the fees to be charged, which may include a "Plan Check Fee" as well as a "Permit Fee." Although a Plan Check is not always required, a Permit Fee will always be charged. Valley County will then return the permit application to the City with the fees entered on it as appropriate.

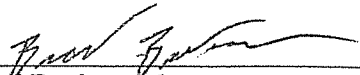
The City will collect these fees from the applicant before issuance of a City building permit. The County will then proceed with their inspections coordinating their activities with the City on any issues that may arise. After completion of the inspection, a copy of the permits will be transmitted to the County Assessor. The Assessor will provide a copy to the County Clerk's office for summarization of the fees and preparation of the billing statement. The City will be billed for the fees on a quarterly basis, in October, January, April and July of each year.

The bills will include the following charges:

- 1) For Building Permit Plan Check Fees, 100% of the fee charged by reviewer;
- 2) For the Permit Fee, 60% of the fee charged by the City.

Approved: 
Gerald "Jerry" Winkle, Chairman
Valley County Board of Commissioners

Date: 08-26-08


Brad Backus, Mayor

Date: 9/1/08

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-57

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT: <i>Annual Road and Street Financial Report 2015</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:			
FUNDING SOURCE:			
TIMELINE:			

SUMMARY STATEMENT:

Approve the attached Annual Road and Street Financial Report due by December 31, 2015

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Annual Road and Street Financial Report

Page 1 of 3

Reporting Entity Name, Mailing Address and Contact Phone Number:		Please return, not later than December 31 , to:
Entity City of Donnelly	BRANDON D. WOOLF IDAHO STATE CONTROLLER ATTN: HIGHWAY USERS STATEHOUSE MAIL BOISE, ID 83720	
Address PO Box 725		
City State Zip Donnelly, Idaho 83615		
Contact/Phor Cami Hedges 208-325-8859	Contact/Email: chedges@cityofdonnelly.org	

This certified report of dedicated funds is hereby submitted to the State Controller as required by 40-708, <i>Idaho code</i> .	
Dated this _____ day of _____, _____.	Commissioner Signature
ATTEST:	Commissioner Signature
	Mayor or Commissioner Signature
Clerk/Treasurer Signature	Mayor or Commissioner Signature
City Clerk/County Clerk/District Secretary (type or print name & sign) AND Commissioners or Mayor (type or print name & sign)	

FOR THE FISCAL YEAR ENDING SEPTEMBER 30, 2015

Line 1	BEGINNING BALANCE AS OF OCTOBER 1 PREVIOUS YEAR	0
RECEIPTS		
LOCAL FUNDING SOURCES		
Line 2	Property tax levy (for roads, streets and bridges)	0
Line 3	Sale of assets	0
Line 4	Interest income	0
Line 5	Fund transfers from non-highway accounts.	23030
Line 6	Proceeds from sale of bonds (include LIDs)	0
Line 7	Proceeds from issue of notes (include loans)	0
Line 8	Local impact fees	0
Line 9	Local option registration fee	0
Line 10	All other LOCAL receipts or transfers in. Local Option Tax	4000
Line 11	Total Local Funding (sum lines 2 through 10).	27030
STATE FUNDING SOURCES		
Line 12	Highway user revenue	4,646
Line 13	Sales tax/Inventory replacement tax	5,637
Line 14	Sales tax/Revenue sharing	6869
Line 15	State Exchanged funds.	0
Line 16	All other STATE receipts or transfers.	0
Line 17	Total State Funding (sum lines 12 through 16).	17152
FEDERAL FUNDING SOURCES		
Line 18	Secure Rural Schools	0
Line 19	Federal-aid Bridge.	0
Line 20	Federal-aid Rural.	0
Line 21	Federal-aid Urban.	0
Line 22	Federal Lands Access Funds and All other FEDERAL receipts or transfers	0
Line 23	Total Federal Funding (sum lines 18 through 22)	0
Line 24	TOTAL RECEIPTS (sum lines 11, 17, 23)	44182

REPORTING ENTITY NAME:

FISCAL YEAR:

DISBURSEMENTS

Page 2 of 3

NEW CONSTRUCTION (include salary and benefits on each line)		
Line 25	Roads	0
Line 26	Bridges, culverts and storm drainage	0
Line 27	RR Crossing	0
Line 28	Other (signs, signals or traffic control).	0
Line 29	Total New Construction (sum lines 25 through 28).	0
RECONSTRUCTION/REPLACEMENT/REHABILITATION (include salary and benefits on each line)		
Line 30	Roads (rebuilt, realign, or overlay upgrade).	0
Line 31	Bridges, culverts and storm drainage	0
Line 32	RR Crossing.	0
Line 33	Other (signs, signals or traffic control).	1505
Line 34	Total Reconstruction/Replacement (sum lines 30 through 33).	1505
ROUTINE MAINTENANCE (include salary and benefits on each line)		
Line 35	Chip sealing or seal coating.	0
Line 36	Patching	0
Line 37	Winter Maintenance	789
Line 38	Grading/blading	6737
Line 39	Bridge.	0
Line 40	Other (signs, signals or traffic control).	18922
Line 41	Total Routine Maintenance (sum lines 35 through 40)	26448
EQUIPMENT		
Line 42	Equipment purchase - automotive, heavy, other.	0
Line 43	Equipment lease/purchase	0
Line 44	Equipment maintenance.	3314
Line 45	Other (specify).	0
Line 46	Total Equipment (sum lines 42 through 45)	3314
ADMINISTRATION		
Line 47	Administrative salaries and expenses.	5973
OTHER EXPENDITURES		
Line 48	Right-of-way and property purchases	0
Line 49	Property leases	0
Line 50	Street lighting	3578
Line 51	Professional services - audit, clerical, and legal.	3364
Line 52	Professional services - engineering.	0
Line 53	Interest - bond (include LIDs).	0
Line 54	Interest - notes (include loans).	0
Line 55	Redemption - bond (include LIDs)	0
Line 56	Redemption - notes (include loans)	0
Line 57	Payments to other local government.	0
Line 58	Fund transfers to non-highway accounts.	0
Line 59	All other local expenditures	0
Line 60	Total Other (sum lines 48 through 59)	6942
Line 61	TOTAL DISBURSEMENTS (sum lines 29, 34, 41, 46, 47, 60).	44182
Line 62	RECEIPTS OVER DISBURSEMENTS (line 24 - line 61).	0
Line 63	OTHER ADJUSTMENTS (Audit adjustment and etc.).	
Line 64	CLOSING BALANCE (sum lines 1, 62, 63)	0
Line 65	Funds on Line 64 obligated for specific future projects & reserves.	
Line 66	Funds on Line 64 retained for general funds and operations.	
Line 67	ENDING BALANCE (line 64 minus the sum of lines 65, 66)	0

FISCAL YEAR:

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Line 68	Total lane miles constructed	0
Line 69	Total square feet of bridge deck constructed	0
<u>RECONSTRUCTION/REPLACEMENT/REHABILITATION</u>		
Line 70	Total lane miles rebuilt, realigned, or overlay	0
Line 71	Total square feet of bridge deck reconstructed or rehabilitated.	0
<u>ROUTINE MAINTENANCE</u>		
Line 72	Total lane miles with surface treatments, chip sealed, seal coated etc. on line 35.	0
Line 73	Total lane miles graded or bladed on line 38	1

Line 74	Available Funds (From line 65)	0
	Project List	Projected Cost
Line 75	Estimated Cost of future projects.	0
Line 76	Available for Other Projects (line 74 minus line 75)	0

Reporting is required on the highway user revenue from HB312. Make sure you list how much you received in additional revenue on line 77. Starting on line 78, check the maintenance that was completed with the additional funds, provide how much was spent on each item, and a general description including quantity of length.

Line 77	Total amount of Highway User Revenue from HB312		
	Maintenance performed	Amount spent	Description of work
Line 78	<input type="checkbox"/> Rehabilitation of road	\$ -	
Line 79	<input type="checkbox"/> Rehabilitation and maintenance of bridge	\$ -	
Line 80	<input type="checkbox"/> Chip Sealing/Seal Coating	\$ -	
Line 81	<input type="checkbox"/> Grading/Blading	\$ -	
Line 82	<input type="checkbox"/> Striping	\$ -	
Line 83	<input type="checkbox"/> Traffic Control	\$ -	
Line 84	<input type="checkbox"/> All other maintenance	\$ -	
<i>Total amount spent on maintenance or replacement</i>		\$ -	

Line 85	Deferred maintenance costs over the last 5 years (in dollars).	
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**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-58

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Lake Shore Disposal Contract Review Paul Dionne		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:				

SUMMARY STATEMENT:

Lake Shore has presented a contract with increase. I took the changes that were recommended by City Attorney previously and made changes to the contract and resubmitted to Paul. (this is what is attached)

Lake Shore would like to increase the trash rate.

RECOMMENDED ACTION:

Discuss rate increase and contract renewal.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

EXCLUSIVE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE

THIS EXCLUSIVE AGREEMENT FOR COLLECTION AND DISPOSAL OF SOLID WASTE (this "**Agreement**") is made and entered into effective as of _____, 2016 ("Effective Date"), by and between LAKESHORE DISPOSAL, INC., an Idaho corporation, with an office at 200 Industrial Loop, P.O. Box 2350, McCall, Idaho 83638, (hereinafter called "**Contractor**"), and CITY OF DONNELLY, IDAHO, a municipal corporation of the County of Valley, State of Idaho, with an office at 169 Halferty Street, Donnelly, Idaho 83615 (hereinafter called "**City**").

WITNESSETH

WHEREAS, City is charged by law with the duty of providing for the preservation and protection of the health and welfare of its inhabitants, and has the power and authority to regulate, control and provide for solid waste disposal under powers conferred by the laws of the State of Idaho;

WHEREAS, City is authorized by law to enter into an exclusive contract to provide solid waste collection within the City of Donnelly, Idaho;

WHEREAS, the City of Donnelly City Council (hereinafter called the "**Council**") find it to be in the best interests of the inhabitants of City to enter into an exclusive contract for the collection and transportation of solid waste, to a disposal site(s) designated by City, for reasons which include but are not limited to the Council's interest in providing a consistent, safe, and reliable level of service to all City inhabitants, with the least exposure to City and its inhabitants to the risks associated with said collection and transportation;

WHEREAS, Contractor has demonstrated its ability to provide such type and level of service on a City-wide basis, by means of its performance pursuant to the terms of Contractor's existing agreements; and

WHEREAS, in entering into this Agreement, the Council has considered factors which include the following: Contractor's established record as a Solid Waste Contractor; the amount, type, age and operational history of the equipment and vehicles owned by Contractor; the experience and stability of Contractor's employee base; Contractor's safety record; and Contractor's proposed rate structure.

AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained on the part of each party to be kept and performed, and of the mutual benefits accruing to each party hereto, it is hereby agreed by and between the parties as follows:

1. **DEFINITIONS.** For the purpose of this Agreement, the following terms, phrases and words shall have the meanings given in this Section. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include

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the singular, and words in the singular number include the plural. The word “shall” is always mandatory and not merely directory.

ASHES: The residue from the burning of wood, coal, coke or other combustible materials.

BULKY WASTE: Means and includes any single object of Solid Waste exceeding four feet (4') in length and forty (40) pounds in weight including, but not limited to, stoves, refrigerators, water tanks, washing machines, furniture, automobile bodies and parts and other waste materials, dead animals, hazardous materials or stable matter and other waste materials with weights or volumes greater than those allowed for cans or carts. Contractor shall coordinate for the special collection, transportation and disposal of Bulky Waste from commercial and residential units and/or customers and the rates to be charged for such services, as and when requested and paid for by the customer.

CONSTRUCTION DEBRIS: Waste building materials resulting from a construction, remodeling, repair, or demolition operation, such as, but not limited to, mortar, plaster, scrap lumber and wood shavings, with weights or volumes greater than those allowed for cans or carts.

CUSTOMER: Owner or manager of a business or manager of a multifamily residential complex (Commercial Customer); owner or lessee of a residential property (Residential Customer) who has contracted with Contractor of Solid Waste collection, transportation and disposal.

GARBAGE: Means and includes all animal and vegetable refuse from kitchens and other places where food is prepared, all offal from fish, meat and vegetable markets, and all organic substances unfit for food and subject to decay, specifically excluding dead animals.

HAZARDOUS MATERIALS: Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the state to be “hazardous” as that term is defined by or pursuant to federal or state law.

EXCLUDED WASTE: Means and includes bulky waste construction debris, dirt or earth debris from construction or lawn renovation, rocks, stones, Recyclable Materials, automobile bodies and parts, Hazardous Materials, dead animals or animal carcasses, Stable Matter, and wastewater (sewage). The City does not require Contractor to collect or transport Hazardous Materials; however, the City is not responsible for determining when Customers have left Hazardous Materials for collection or transportation. The foregoing items excluded from collection must be collected and transported over and upon the public ways within the City by Contractor, a third-party contractor or subcontractor, the owner or occupant of the premises, waste-generating premises, or pursuant to a special collection as approved by the City.

RECYCLABLE MATERIALS: Newsprint, magazines, plastic containers, aluminum or other metal cans, cardboard or other materials capable of being reprocessed into consumer materials, or reused, and which have been segregated from other Solid Waste for collection.

REFUSE: All putrescible and nonputrescible solid or liquid wastes, except wastewater, whether combustible or noncombustible, and whether required to be segregated pursuant to the Solid Waste disposal regulations of the county's designated landfill, including garbage and rubbish.

RUBBISH: Means and includes all waste and refuse such as newspapers, magazines, wrappings and other paper products, packing cases and materials such as straw, shavings, excelsior, sawdust, and discarded clothing, metals, food containers, bottles, broken glass, ashes, lawn and tree trimmings, cuttings, weeds and leaves from a residential property.

SOLID WASTE: Means and includes all useless, unwanted or discarded putrescible and nonputrescible wastes which is not Excluded Waste, as defined herein, unless such Excluded Waste collection, transportation and disposal is requested by Customer and specifically accepted by Contractor.— “Solid Waste” includes, but is not limited to, Bulky Waste, garbage, refuse, rubbish, ashes, shrubs, grass and lawn clippings, weeds, leaves, street cleanings, and other residential, commercial, industrial and agricultural wastes. “Solid Waste”, as defined in this section, —specifically excludes Hazardous Materials and Recyclable Materials specifically segregated from other Solid Waste for Collection.;

STABLE MATTER: All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

WATERWATER: Water carried wastes from residences, commercial or industrial establishments business buildings or other premises, containing polluted matter subject to treatment at the wastewater treatment plant.

2. GRANT OF EXCLUSIVE CONTRACT AND TERM.

A. City hereby grants Contractor an exclusive contract for residential and commercial Solid Waste collection in all areas of the City of Donnelly, State of Idaho, for ten (10) years, beginning on the Effective Date, and continuing through [REDACTED], 2026 (the “Initial Term”). This Agreement shall automatically renew for successive one (1) year terms (each a “Renewal Term” and together with the Initial Term, the “Term”) thereafter unless either party gives written notice of termination by U.S. certified or registered mail, postage pre-paid and return receipt requested, to the other party at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. Any such notice shall be sent to the other party's address set forth on the first page of this Agreement, or any change of address communicated in writing by the other party during the term of this Agreement. A Renewal Term shall become effective (thereby extending the then-current term) upon either party's failure to give notice of termination within the time period set forth above. ~~Upon the termination of this Agreement, either at the end of the Initial Term or any Renewal Term, providing that Contractor completed the Term in good standing under the terms of this Agreement, then Contractor shall have a Right of First Refusal regarding any contract for Solid Waste collection in the City of Donnelly, Idaho into which City intends to enter for a period of one (1) year following the termination, as follows: (a) City shall notify Contractor of the specific terms and provisions of the proposed agreement; and, (b) Contractor shall have fifteen (15) days after receiving such notice to notify~~

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~~City in writing whether Contractor intends to exercise its Right of First Refusal, and perform the proposed agreement according to its terms. Contractor's failure to provide such notice to City, as aforesaid, shall constitute a waiver of its Right of First Refusal.~~

B. City may, in its sole discretion, enforce the exclusivity provisions of this Agreement against third-party violators, taking into account the cost of doing so and other factors. Contractor may independently enforce the exclusivity provisions of this Agreement against third-party violators, including, but not limited to, seeking injunctive relief and/or damages, and City shall use good-faith efforts to cooperate in such enforcement actions brought by Contractor. City shall use its best efforts to adopt ordinances, rules or regulations that have the effect of requiring third parties, including, without limitation, customers, to comply with the provisions of this Agreement, including, without limitation, the exclusive service rights granted to Contractor pursuant to this Agreement.

C. The exclusive privilege granted by Section 2. A. of this Agreement shall not apply to collection, transportation and disposal of Excluded Waste, or where person handles, hauls, or transports Solid Waste or Recyclable Materials generated by or from his/her own residence, business or business operations for purposes of disposing of the same at an authorized disposal area or transfer station.

B.D. This Agreement is not intended to, and does not affect or limit the right of any person to sell any Recyclable Material to any person lawfully engaged in business, or to donate Recyclable Material to any bona fide charity.

~~3. **CONTRACTOR'S RESPONSIBILITIES — GENERAL.** Contractor shall collect and transport certain Solid Waste generated within the City of Donnelly, Idaho as defined by the Idaho Solid Waste Management Regulations and Standards for which City has accepted responsibility, as further defined herein. Contractor's responsibilities are more specifically listed in Section 6.~~

~~4. **LAWS AND ORDINANCES.** Contractor shall collect and transport all Solid Waste generated in the City of Donnelly, Idaho and set out for collection in Contractor-supplied waste containers as provided for in this Agreement, in accordance with all applicable laws, regulations and ordinances and future amendments thereto or amendatory acts hereinafter passed; it being understood that this Agreement is subject to the police power of City to amend said ordinances and/or pass additional ordinances as may be necessary for the preservation and protection of the health, safety and welfare of its residents.~~

3. **CITY'S RIGHTS.**

A. City reserves the right to require the separation of garbage, rubbish, recyclable material, or other components of Solid Waste, require the deposit thereof in separate containers, and prescribe the method of disposal thereof. City also reserves the right to issue further regulations for the placement and processing of recyclable materials. Contractor shall cooperate at all times with efforts to promote recycling of products in the separation, transportation, and deposit of recyclable materials. Any extra labor or

equipment required to handle recyclable materials, over and above the services and equipment required for Contractor's performance of the Solid Waste collection services contemplated by this Agreement, will be subject to a separate Agreement between City and Contractor.

5.B. City reserves the right to initiate a franchise agreement with Contractor at anytime during the term of the contract. Any franchise fees would be passed on to the Customer at the time of the franchise agreement adopted by the Council.

6.4. CONTRACTOR'S RESPONSIBILITIES.

A. The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all Solid Waste (including, without limitation, Bulky Waste and recyclable materials (i.e. – cardboard, paper, plastic, glass)) generated within the corporate limits of the City of Donnelly, Idaho; provided, however, that this specifically excludes materials placed by ~~and the City, residents and businesses within the City of Donnelly, Idaho shall not deposit in Contractor's equipment or place for collection by Contractor which are Excluded Waste. any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Hazardous Waste").~~

B. Contractor shall furnish all labor, tools, vehicles, and equipment necessary for performing its obligations as set forth in this Agreement and shall maintain its machinery and equipment used in providing services in good operating condition and repair. New or used equipment and vehicles shall be specifically suited for the Services described herein. The equipment and maintenance thereof will be to a standard such that the proper service will be consistently performed on a timely basis according to ~~the~~ a schedule approved by the City. ~~schedule without undue delay due to equipment or vehicle failure.~~

C. Contractor shall be required to maintain an office within Valley County, Idaho provided with a telephone and such customer service representatives as may be necessary to receive and respond to Customer ~~take care of all anticipated~~ complaints, orders for special service, billing, and collection of accounts. Contractor shall further provide an answering service or recording devices for phone calls during other than normal business hours and shall establish and maintain a system for following up and checking on all complaints or requests made to Contractor. In the performance of its obligations, Contractor shall provide experienced, trained competent supervisory management satisfactory to City. Further, contractor's customer service and responses to Customer complaints are subject to review by the City, and shall be conducted in a manner that is satisfactory to the City.

D. Contractor shall maintain adequate collection equipment required to perform under this agreement, with each vehicle properly licensed and available for use in the ordinary course of business. The exterior of each vehicle shall be painted with a recognizable pattern common to all, maintained in a reasonably clean and neat appearance, with Contractor's name and telephone number prominently displayed.

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E. Contractor shall annually provide City with a certification of inspection of Contractor's collection vehicles and such vehicles' compliance with the standards set forth in section 396.17 of the Code of Federal Regulations and appendix G of the Code of Federal Regulations, as such standards may be amended. In addition, Contractor's collection vehicles shall be operated in full compliance with applicable Federal, State, and Local laws, rules, ordinances, and regulations. Vehicles shall be regularly washed or as otherwise maintained as reasonable required by the City.

E.F. Contractor's employees engaged in waste collection services shall use regular walks for pedestrians while on private property and not cross over property to neighbors' premises, or meddle or interfere with customers' personal property.

F.G. Contractor shall provide operating and safety training for those of its employees engaged in performing services hereunder at a standard recognized as "acceptable" in the waste management industry. Contractor shall also adopt and enforce a drug and alcohol abuse policy and screening program in accordance with applicable guidelines, laws and regulations consistent with industry standards.

G.H. Special arrangements and accommodations for waste collection at no additional charge will be made possible for those physically disabled persons who live alone and have qualified for such special arrangements. For purposes of this Agreement, a physically disabled person is one who cannot transport their waste in containers to the point of collection by Contractor and has such condition verified in writing by a physician. These arrangements are part of Contractor's public service program. Contractor may only deny special arrangements under this section to a qualifying individual upon making a showing which is satisfactory to the City that such special arrangement would be unduly burdensome or costly to Contractor. Information about Contractor's special arrangements shall be made publicly available. but only to the extent same do not become unduly burdensome or costly to Contractor.

I. Contractor shall collect Solid Waste from all City owned facilities. the following City facilities: (i) City Hall, (ii) Public Library, (iii) Fire Station, and (iv) Donnelly Depot. Such services shall be governed by the same terms and conditions as otherwise included in this Agreement. Contractor and the Council shall mutually agree on the nature of such services, including frequency of collection and equipment. Contractor shall provide these services at no cost to City.

J. At least once every six (6) months, Contractor shall supply the City with printed information regarding amounts of Solid Waste which have been collected, complaint procedures, a summary of complaints received, vehicle maintenance, rates, regulations, and days of collection.

5. INSURANCE REQUIREMENTS

A. Contractor shall not commence work under this Agreement until it obtains all insurance required under this Agreement and furnishes a certificate or other form showing proof of current coverage to City. All insurance policies and certificationis must be signed copies by insurers authorized to do business in the State of Idaho.

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- B. Contractor shall obtain and keep in force during the Term, general liability, and automobile liability insurance with policy limits of not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury and Five Million Dollars (\$5,000,000) per occurrence for property damage liability, with a total annual policy limit of not less than Five Million Dollars (\$5,000,000). Such liability coverage must not contain any exclusion for sudden and accidental pollution (whether denominated as such or described otherwise) of, or discharge of materials into, the environment, resulting from the collision or overturn of vehicles. Each such policy shall contain a statement of the insurer's obligation to notify City prior to cancellation of any policy, in accordance with the provisions of such policies. City shall be named an additional insured in all such policies. Contractor shall require the subcontractor (if any), similarly, to provide Workers Compensation Insurance for all of the subcontractor's employees, unless such employees are covered by the protection afforded by Contractor. In case any class of employees engaged in work under this Agreement is not protected under Workmen's Compensation statutes, Contractor shall provide and shall cause such subcontractor to provide compensation insurance in an amount equal to that provided by the Workmen's Compensation statute for the protection of his/her employees not otherwise protected.
- C. Contractor's insurance coverage shall recognize the indemnity specified in Section 6 of this Agreement.
- D. Contractor will be required, before commencement of the work, to obtain and provide proof of having obtained all state, interstate, county, and City Licenses and permits necessary to perform Contractor's duties.
- H.E. In the event that Contractor enters into other agreements with City for other related services, which agreement(s) require insurance, Contractor shall be entitled to satisfy all said insurance requirements with one policy; provided, however, that its coverage and limits satisfy the requirements of the agreements. Policy limits in such case shall be in the amount specified by the agreement that require the highest limits.

7.6. **RESPONSIBILITY FOR SOLID WASTE/INDEMNIFICATION.** Title and ownership to all Solid Waste shall pass to Contractor upon its being loaded onto Contractor's collection vehicle. Contractor hereby agrees to indemnify and hold City harmless from and against any and all loss, cost, damage, suit, liability, claim, settlement cost and expense (including, but not limited to, reasonable investigation and legal expenses), as incurred, resulting from any claim for loss or damage to property, including Contractor's or City's employees, to the extent that such loss results from Contractor's performance or failure to perform under transportation of Solid Waste collected in accordance with this Agreement, including, but not limited to, damages caused by sudden pollution from vehicle collision or overturn and shall, at its option, defend City at Contractor's sole expense in any litigation involving the same; provided, however, that such indemnification and hold harmless obligation shall not apply to claims for loss, damage, injury or death to the extent caused by the negligence or willful acts or omissions of City or City's employees in the course of their employment. Title to and liability for any Excluded Waste Hazardous Waste shall remain with resident/generator of such Excluded Hazardous Waste, even if Contractor inadvertently collects and disposes of such Excluded Hazardous Waste.

7. PROPOSED PLAN.

- A. Contractor shall, upon request by the City, provide a plan showing all collection routes within the City of Donnelly, Idaho; said plan shall include the day of collection for each route and shall show holidays observed and the collection service day when a holiday falls on a regular collection day. Contractor shall post at the Donnelly City Hall and shall publish in the ~~Long Valley Advocate~~ and The Star News, at least once each year, a schedule showing the day of pick-up service for residential accounts and shall show holidays observed and collection days for such holidays. The schedule shall not be materially changed without the approval of the Council, which approval shall not be unreasonably withheld, conditioned or delayed.
- B. In the event that City annexes additional areas during the term of the contract, Contractor's rights and responsibilities under this agreement shall extend to any part of the newly annexed areas. Contractor shall hire additional personnel and obtain additional equipment to service new areas when required and necessary.
- C. Regular collections shall be made at the times so scheduled: provided however, that no regular or other collection shall be made upon any Sunday excepting collections of Solid Waste which Contractor should have collected but failed to collect at the regularly scheduled time.
- D. Contractor may provide for the special collection from commercial and residential units of Bulky Waste, dirt or earth debris from construction or lawn renovation, trees and tree limbs, rocks, stones, automobile bodies and parts, dead animals or animal carcasses, Construction debris, sewage and hazardous materials, if requested and paid for by the Customer.
- E. Contractor shall collect and remove from any and all premises, within twenty four (24) hours, and no later, after notice, demand, or request, any and all Solid Waste which Contractor shall have failed to collect and remove as required by these specifications at the regularly scheduled time.
- 8.F. Contractor shall make no collections prior to six o'clock (6:00) A.M. or after nine o'clock (9:00) P.M. The City Council shall have authority to change the time of collection as reasonably required by the needs of the public and Contractor.

9.8. CONTRACTOR'S COMPENSATION.

A.——All fees for Solid Waste collection for the residents of the City of Donnelly shall be charged according to the rate schedule as hereinafter set forth, in the attached Exhibit "A".

- B.——B. In addition to any rate changes approved pursuant to Section 9.C., Contractor's rates for services described in Exhibit "A" mayshall be adjusted annually upon approval of the Council., effective on the anniversary of the

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Effective Date each year during the Term, equal to the annual average change (increase or decrease) of the by one hundred percent (100%) of the actual percentage increase in the Consumer Price Index – All Items – for the State of Idaho (the “CPI”) during the most recent twelve (12) month period. Thus, if the CPI increased three percent (3%) during the most recent twelve (12) month period, then Contractor’s rates in Exhibit “A” would be subject to a three percent (3%) increase effective as of the first day of the next annual period. Any CPI increase shall require Council approval, which approval shall not be unreasonably withheld, delayed or conditioned. In the event the CPI index is no longer published, the parties hereto shall confer in good faith to select an alternative index and shall confirm their agreement on a substitute index in writing. If the parties are unable to agree on a substitute index, either party may submit the selection of the substitute index to binding arbitration before a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. All percentages shall be computed to the third decimal place and the change in Contractor’s rates shall be calculated to the nearest cent (\$.01). ~~In any case, a rate adjustment will not take place if the increase is less than 1% according to the index selected and will not exceed 5% in any annual period without going through the process outlined in Section 9.C.~~

- C. In addition to the adjustment contemplated in Section 89.B., the rates specified herein shall be reasonably adjusted upon a request from Contractor demonstrating that Contractor’s direct cost of performing its obligations under this Agreement have increased (*e.g.*, cost of fuel, insurance, labor, equipment, tipping fee, materials, changes in existing, or adoption of new, laws, rules or regulations, etc.). Only those costs resulting from normal increases in the cost of doing business and those costs beyond Contractor’s control will be eligible for consideration. All rate adjustments shall become effective immediately upon approval by the Council whose approval, in either of the above cases, shall not be unreasonably withheld, delayed or conditioned.

10.9. BILLING AND COLLECTIONS.

A. Contractor shall be responsible for billing and collection of all commercial accounts. The billing shall be done on a monthly cycle. It shall be the Contractor’s responsibility to collect all unpaid accounts for services performed and to promptly refund or make adjustments on future bills for services paid for but not performed. The Contractor shall furnish to the City, upon request, a complete monthly billing record showing customer’s name, address and amount billed. Contractor shall be responsible for the billing and collection of any charges to residential accounts in excess of the regular monthly rate.

- B. City shall be responsible for billing and collection of all regular individual residential accounts, as well as all apartments, condominiums, mobile home courts or other multi-unit dwellings. The billing will be done in monthly cycles. City shall pay to Contractor on the last day of each month a sum equal to the amount collected by City on such accounts during the preceding month, less a fee of \$0.50-75 per bill, and less any

adjustment made (i.e. for services paid for but not performed).

City shall make a reasonable effort to collect all delinquent and unpaid accounts, but shall not be responsible for payment of those accounts which cannot with reasonable diligence be collected. Costs reasonably incurred in collecting delinquent or unpaid accounts will be deducted from the payment made by City to Contractor.

Contractor may suspend service at any time to any customer who fails to make timely payment of amounts owed for service.

City shall furnish to Contractor upon request a copy of all utility accounts, payment records and such other records or documents as may be pertinent to the terms of this agreement.

B.C. Rates and schedules shall be in accordance with **Exhibit "A"** and the approved plan as required in prior sections of this Agreement. The rates in **Exhibit "A"** shall provide for the collection of Solid Waste at the agreed upon location and schedule in one container of the size specified in Section 156, whether it is full or not.

C.D. From time to time, Contractor will likely receive requests for services that, because of peculiar requirements or circumstances, are outside the scope of the approved rates and schedule. In such case, Contractor and customer shall negotiate the rate and schedule for the desired service.

E. From time to time, Contractor may encounter multiple containers or Solid Waste on or around containers such that the total volume exceeds the maximum allowed per service. Contractor shall collect the additional volume and notify City to bill the Customer immediately for the additional service at the rates set forth in **Exhibit "A"**. In order to reduce the potential for litter and nuisance, Customers will be encouraged to call in advance for the additional service when needed.

F. Contractor may, once a year, participate in spring clean-up events as a part of Contractor's public service program by donating two thirty (30) yard containers. Said event will be coordinated with City and its representatives. This program may include reduced rates to customers or other incentives to be negotiated with City.

G. Contractor shall provide curbside Christmas tree pickup during the first 2 weeks of January at no additional cost to City or Customers.

D.H. Customer complaints regarding any aspect of the performance or lack of performance of Contractor under this Agreement may be referred by either party to the Council, or a representative designated by the Council, for determination of a fair and equitable adjustment or resolution which is binding upon all parties.

E.I. The occupant of premises shall, for purposes of this Agreement, be deemed the owner of the waste that is generated on that premises for purposes herein. See Section 67 for further information about ownership of waste. The occupant shall also be the customer when he requests service from Contractor whether he is owner, tenant, leaseholder, or

otherwise a holder of the property. In certain situations, as in the case of home owner associations, condominiums, townhouses, apartments, malls, etc. where multiple occupants share in a common waste collection program and are represented by a designated agent to conduct business for their common good, then that agent shall be deemed the customer and owner of the waste unless the actual generator can be identified. A building contractor shall be deemed the occupant of the property until the occupancy permit is issued by the Building Department.

11.10. LIMITATIONS OF SERVICE.

A. Contractor may refuse to pick up materials from locations where, because of the condition of the streets, alleys or roads, it is impracticable to operate vehicles. Contractor may refuse to drive onto private property when, in Contractor's sole judgment, driveways or roads are improperly maintained or without adequate turn coverage or contain other unsafe conditions. Contractor may refuse to provide service when a customer fails to comply with the customer's requirements herein or in any ancillary agreement (including timely payment of properly invoiced amounts for services) or other applicable waste regulations. Contractor may refuse to enter on private property when, in Contractor's sole judgment, the weight of the collection vehicle may damage the driveway.

B. Contractor may adjust its routes and schedule to be compatible with snowplow operations during the winter. When service is not provided on a particular day due to snow accumulations or other weather related events, Contractor will provide the service the next scheduled pickup day. This shall be included on the posted schedule.

C. Contractor will not be required to pick up material at any location while an animal feared to be dangerous or other dangerous condition exists. As a condition of receiving collection service, the customer will be required to confine the animal on pickup days.

D. Subject to the limitations found in Section 7(f) Contractor does not warrant pickup at any particular hour.

E. Accounts requiring return trips due to customer's failure to timely set out his/her container or for reasons within the control of the customer will be assessed a charge in addition to regular charges.

F. Contractor shall have the right, until receipt of written notice revoking permission to pass is delivered to Contractor, to enter or drive on any private street, court, place, easement or other private property for the purpose of collecting or transporting Solid Waste pursuant to this Agreement.

11. OVERTIME PERIODS.

When a customer requests service on holidays, Sundays or other overtime periods, such service shall be subject to good-faith negotiation between Contractor and the customer. For the purpose of this rule, holidays shall be City holidays.

12. **EXCLUDED WASTE, LARGE ITEMS AND NON-HOUSEHOLD WASTE.**

A. Notwithstanding any other term contained herein, Contractor shall have no obligation to collect any waste which is, or which Contractor reasonably believes to be, Excluded Waste. If Contractor finds what reasonably appears to be discarded Excluded Waste, Contractor shall notify the resident/business/generator, if such can be determined, that Contractor may not lawfully ~~shall not~~ collect such Excluded Waste and leave a tag specifying the nearest location available for appropriate disposal.

B. Contractor shall notify the Council or its designated representative when Contractor identifies waste to be collected at any customer's location as Excluded Waste.

C. Contractor shall charge rates it separately negotiates with customers, prior to collection, for the collection of the following types of waste: waste materials from construction, alteration, repair, moving or demolition of buildings or structures; nor Bulky Waste, non-household waste items; and large objects, such as but not limited to tree stumps, tree trunks, large limbs or logs, automobiles or trucks bodies, tires, couches, refrigerators, bulky appliances, carpets, water heaters, industrial or agricultural refuse, hot ashes, or ~~animal feces~~, dead animals, etc.

D. Contractor shall charge rates it separately negotiates with customers, prior to collection, for the collection of Excluded Waste; provided, however, Contractor has no obligation to collect any Excluded Waste and Contractor shall not take title to or assume any liability for any Excluded Waste unless Contractor agrees to such in a written agreement with a customer.

D.E. Contractor shall not be required to collect animal feces unless such feces are secured in a plastic or paper bag or sack, deposited into refuse container, and such feces do not exceed forty (40) pounds.

13. **COLLECTION.**

A. Contractor shall provide waste collection services as contemplated herein to all residents of, and businesses within, the City of Donnelly, Idaho and, except as otherwise provided herein, all residents and businesses shall be required to utilize Contractor for the collection and disposal of Solid Waste. City shall use its best efforts to adopt ordinances, rules and/or regulations that have the effect of requiring customers to comply with the provisions of this Agreement. City shall assist Contractor with the enforcement of such ordinances, rules and/or regulations.

A.B. Contractor shall not litter any premises or public property in making collections of Solid Waste; however, if, in spite of normal precautions against spillage, litter is made on any premises or public property, Contractor shall immediately remove the same and clean up the area of spillage. Contractor's personnel shall make all collections in a quiet and orderly manner and shall refrain from making unnecessary disturbances and noise. Contractor shall make commercially reasonable efforts to utilize equipment available to minimize noise and

**EXCLUSIVE AGREEMENT
FOR COLLECTION AND DISPOSAL
OF SOLID WASTE**

shall incorporate noise control features in equipment used by collectors as may be reasonably directed by Council.

B.C. The routes and schedule shall be shown on the approved plan in accordance with Section 78. The rates for customers shall be charged according to the rate schedule in Exhibit "A".

C.D. The established collection routes shall provide service to all of the City of Donnelly, Idaho.

14. FAILURE TO PERFORM.

A. Except in the event of a Force Majeure Event, Contractor shall be in default of this Agreement in the event that Contractor fails to provide collection and pickup service for a period of two (2) consecutive days of established residential pickup schedules, or fails to operate in accordance with this Agreement for a period of two (2) consecutive weeks. In the event that Contractor fails to resume service and take all steps reasonably necessary to address the consequences to its customers and City of the default, within thirty (30) days after receiving written notice of the default from City, then this Agreement may be terminated by City.

B. A penalty of Five Hundred Dollars (\$500.00) per day may be assessed against Contractor by City for proven failure to materially perform its obligations under this Agreement, and Contractor hereby consents to such a provision for damages upon a fair and equitable investigation and determination in a neutral form.

C. Should Contractor at any time, contend that City has breached any material provision of this Agreement, Contractor shall immediately notify City in writing of Contractor's contention. City shall have a reasonable time to cure any such alleged breach, which in all events shall not be more than thirty (30) days. If City fails to cure the breach within such time, Contractor may terminate this Agreement.

B.D. In recognition that the public health, safety and welfare may be endangered by any failure of the Solid Waste collection, transportation and removal system, the City shall have the authority to declare a public emergency, provided collection and transportation shall be interrupted for more than ninety-six (96) hours, and shall have the right to enjoin Contractor by action of the City Council to refrain from further interruption, and to immediately resume continuing Solid Waste collection service which Contractor has agreed to provide. The City shall notify the Contractor and schedule a hearing at least twenty-four(24) hours prior to enjoinin the Approved Waste Management Contractor as provided in this Section. Failure to comply with an injunction under this Section may result in City contracting with third parties to collect and transport any and all Solid Waste, and that such waste collection and transportation may, at the City's discretion, occur in containers supplied or owned by contractor and leased to Customers until such time as City or the third party contractor can reasonable replace Contractor's containers. Furthermore, Approved Waste Management Contractor may not interfere in any way with Solid Waste collection by a third party under the

**EXCLUSIVE AGREEMENT
FOR COLLECTION AND DISPOSAL
OF SOLID WASTE**

Emergency Provision of this Section. Contractor likewise agrees to reimburse the City for all reasonable costs incurred in finding and Contracting with a third party to perform Solid Waste collection, transportation and disposal.

15. REFUSE CONTAINERS.

A. Contractor shall supply all refuse containers required for residential service. Contractor shall only be required to supply two sizes of containers: a 65-gallon container (to be provided to customers who elect to have such size container) or a 96-gallon container (which shall be the default-sized container provided to all residents). Additional containers may be requested by the resident for an additional cost. All residents shall be required to use the refuse container provided by Contractor as their primary receptacle for setting out waste. If a resident desires to have a 65-gallon container it must provide Contractor with ten (10) days prior written notice of such request and Contractor will coordinate with such resident the timing and mechanics for the replacement of the 96-gallon container with the 65-gallon container.

B. Sanitary containers for commercial accounts will be specifically suited for the intended use and selected from standardized products of recognized container suppliers. All containers will be owned and supplied by Contractor, and will be rented on the established rental fee in **Exhibit "A"**. Customers shall have the obligation to minimize odors, nuisances, rodents, fire hazards, dangers to the public and damage to the container. Contractor may require a reasonable maintenance and damage agreement of customers to whom containers or custom or special waste handling equipment are supplied. Said agreement form must be reviewed and approved by City before it takes effect.

C. It shall be the duty of the occupant of any premises at all times to keep, or cause to be kept, clean container(s) as defined above, and to deposit, or cause to be deposited therein, all Solid Waste generated on the property, except as otherwise provided herein. The occupant as owner of his waste, or the owner's agent shall have the further duty for the proper legal and timely disposal of the waste deposited therein.

D. All containers shall be equipped with closefitting covers or otherwise closed to prevent the contents from being blown by wind or otherwise littered.

E. Solid Waste or recyclable materials shall not be compacted in a container to the extent of obstructing free and easy removal from the container. Contractor shall not be responsible for removing frozen material from containers. City may require the placement of specified recyclable materials or otherwise regulated materials in separate containers so they can be managed properly without co-mingling with other Solid Waste.

F. All containers shall be placed for collection outside of all buildings, and shall be placed in convenient places easily accessible by Contractor; if no alley is conveniently available, such receptacle may be placed on street parking or sidewalk, at such places as agreed by Contractor and the customer.

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G. Other than commercial and alley pickup, all containers shall be placed and removed from the curb line of maintained Ceity streets and City roads. Other service shall be provided if requested and charged for such service.

H. Contractor shall replace all containers upright where found, with lids on them unless specifically agreed to differently between Contractor and the Ceustomer. Containers and lids shall not be placed or thrown on streets, alleys, highways, or on adjoining property. The area around the collection truck shall be left free from Solid Waste spilled during collection. Contractor shall be responsible for removal of such spillage, but shall not be responsible for cleaning up conditions created by the resident and/or animals around such containers.

I. If there is an animal which appears to be dangerous within the area, Contractor shall not be required to enter the area, and the resident or owner shall be responsible for containment of such animal. Collection will be on the next regular collection day at no reduction of service fee.

J. Each customer shall provide safe access including snow removal to the Solid Waste containers without risk or hazard to Contractor's employees, the public or Contractor. Placement of containers during the winter months shall not interfere with snow removal of Ceity streets or eCity roads.

K. No container designed for mechanical pickup shall exceed the safe loading weights or volume as established by Contractor to protect service workers, the customer, the public and the collection equipment. Contractor may establish maximum load lines for unusually heavy materials or prohibit the placement of such materials in a container.

L. Where a resident requires an unusual volume of service or a special type of service requiring substantial investment in equipment, Contractor may require a contract with such a customer as necessary to finance and assure the amortization of such equipment. The purpose of this provision is to assure that such equipment shall not become a charge against other ratepayers who are not benefited (such as the handling of medical wastes from hospitals).

M. Stationary compacting devices for Solid Waste shall comply with federal and state safety standards and provide adequate protection to the user and Contractor.

16. ASSIGNMENT OF AGREEMENT.

Contractor may sell, assign or sublet this Agreement, and/or the whole or any portion of the work to be performed under this Agreement so long as the purchaser, subcontractor or assignee has the capability to perform the services required hereunder in a manner comparable to Contractor; but any such transfer shall not relieve Contractor of its obligations under this Agreement. Assignment of this Agreement or any right occurring under it shall be made in whole or in part by Contractor only with the express written consent of City, which shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume all duties, responsibilities and liabilities of Contractor, and shall demonstrate compliance in all respects with the terms of this Agreement. Prior to any sale, assignment or subleasing of the Agreement, in whole or in

**EXCLUSIVE AGREEMENT
FOR COLLECTION AND DISPOSAL
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part, Contractor shall give City not less than sixty (60) days advance written notice of its intent to do so, and supply thereafter such additional information regarding the purchaser, assignee, or sublessee as City requires in order to assure consistent and adequate service to its customers.

~~16-17.~~ **COUNTERPARTS.** This Agreement may be executed in any number of counterparts, all of which shall have the full force and effect of any original for all purposes.

~~17-18.~~ **INTERPRETATION AND PERFORMANCE.** This Agreement shall be governed by the laws of the State of Idaho, both as to interpretation and performance.

~~18-19.~~ **CERTIFIED MAIL.** A letter addressed and sent by certified United States mail to either party at its business address shall be sufficient notice whenever required for any purpose of this Agreement. Any notice mailed shall be deemed delivered the next mail service day following its deposit in the U.S. Mail.

~~19-20.~~ **HEIRS AND ASSIGNS.** This Agreement shall be binding upon the heirs, administratryors, executors, successors and- or assigns of the parties hereto.

~~20-21.~~ **ATTORNEY FEES AND COSTS.** In the event either party breaches this Agreement or a dispute arises between the parties hereto for interpretation or enforcement of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs.

~~21-22.~~ **ENTIRE AGREEMENT.** This Agreement, together with its attachments, constitutes the entire Agreement and understanding between the parties on the subjects addressed herein. ~~Contractor and City mutually agree that all prior agreements concerning the subjects addressed herein, whether in writing or verbal, are rescinded, terminated and canceled as of the signing of this Agreement.~~ This Agreement may only be amended by a written amendment, mutually agreed to and executed by both parties hereto.

~~22-23.~~ **SAVINGS CLAUSE.** If any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

~~23-24.~~ **FORCE MAJEURE.** Provided that the requirements of this Section are met, Contractor shall be excused from performance and shall not be liable for failure to perform under this Agreement if Contractor's performance is prevented or delayed by acts of terrorism, acts of God, landslides, lightning, forest fires, storms, floods, typhoons, hurricanes, severe weather, freezing, earthquakes, volcanic eruptions, other natural disasters or the imminent threat of such natural disasters, pandemics, quarantines, civil disturbances, acts of the public enemy, wars, blockades, public riots, strikes, lockouts, or other labor disturbances, acts of government, or governmental restraint or other causes, whether of the kind enumerated or otherwise, and whether foreseeable or unforeseeable, that are not reasonably within the control of Contractor ("Force Majeure"). If, as a result of a Force Majeure event, Contractor is unable wholly or partially to meet its obligations under this Agreement, it shall promptly give City notice of the

**EXCLUSIVE AGREEMENT
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Force Majeure event, describing it in reasonable detail. Contractor's obligations under this Agreement shall be suspended, but only with respect to the particular component of obligations affected by the Force Majeure and only for the period during which the Force Majeure exists.

***[Remainder of Page Intentionally Left Blank;
Signature Page Immediately Follows]***

IN WITNESS WHEREOF, the parties have executed this Exclusive Agreement for Collection and Disposal of Solid Waste effective the day and year first above written.

CITY:

CITY OF DONNELLY, IDAHO

By: _____
Its: Mayor
Name: Brad Backus

CONTRACTOR:

LAKESHORE DISPOSAL, INC.

By: _____
Its: Site Manager
Name: Paul Dionne

EXHIBIT "A"

RATE SCHEDULE

MONTHLY RATE – WEEKLY SERVICE

SERVICE	RATE
Weekly Residential w/ Cart	\$14.25
Weekly Residential w/out Cart	\$13.25
Weekly Each Addt'l Cart / Can	\$5.00
Extra: Can / Bag / Box (per unit rate)	\$4.00 (each)

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-59

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT:

***Late Payment Hardship Relief
Edwards Properties***

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT:

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

Received letter from the Administrator of the Edwards Estate lots Utility account. They are currently 7 months past due on each account. The monthly bill is \$32 each and they are receiving a \$35 late charge each month for each account.

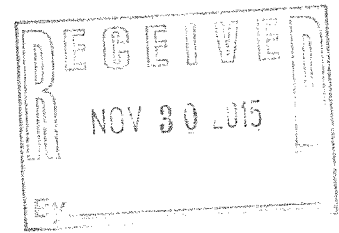
RECOMMENDED ACTION:

Does council want to waive the late charges?

RECORD OF COUNCIL ACTION

MEETING DATE

ACTION



November 24, 2015

City of Donnelly
Utility Billing – attn: Rene
P O Box 75
Donnelly ID 83615

RE: Franklin Edwards Estate
Your Account #0083/0085

Dear Rene:

Thank you for your call of November 17. We appreciate your reminder regarding these past-due accounts. The Estate has had severe difficulties in providing liquidity for keeping these accounts current due to the very slow real estate market in this area. We have hopes that a sale of these lots can be accomplished soon, but we cannot provide a specific date for such an event.

In the meantime, we are requesting hardship relief for the overdue charges on these accounts. We believe a buyer will be found soon, but until then your considerations are greatly appreciated.

Thank you for your understanding.

Respectfully,

A handwritten signature in cursive script, appearing to read "A. Wesley Seideman".

A. Wesley Seideman

Tresco of Idaho, Special Administrator for the Franklin Edwards Estate

CC: Margaux Edwards Crockett, Personal Representative

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
 CUSTOMER TRANSACTIONS For 12-2015

CITY OF DONNELLY
 09:31:45 - 12/16/2015

Transaction Description - ID Number			Check Number		
AP-Year	Date & Time	Fund - Service	Amount	Usage Running Balance	
Customer Name	EDWARDS ESTATE	Account 0083-00	Route - Meter	00-NONE	
Service Address	173 NORTH MAIN STREET				
Customer Address	P.O. BOX 7488				
City	BOISE	State	ID	Zip 83714	
SERVICE:	LATE FEE				
CHARGE [Penalty]					
6-2014	06/26/2014 02:11:29 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
7-2014	07/29/2014 09:06:12 AM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		40.00
RECEIPT 104742					
8-2014	08/18/2014 03:23:15 PM	51 - LATE FEE	-40.00		
		Total for Transaction:	-40.00		0.00
CHARGE [Penalty]					
9-2014	09/29/2014 10:37:21 AM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
10-2014	10/28/2014 10:48:44 AM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		40.00
CHARGE [Penalty]					
11-2014	11/25/2014 01:04:45 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		75.00
CHARGE [Penalty]					
12-2014	12/30/2014 03:17:49 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		110.00
RECEIPT 105252				1988	
1-2015	01/08/2015 11:10:28 AM	51 - LATE FEE	-110.00		
		Total for Transaction:	-110.00		0.00
CANCEL RECEIPT 105252C				1988	
1-2015	01/08/2015 11:13:36 AM	51 - LATE FEE	110.00		
		Total for Transaction:	110.00		110.00
RECEIPT [Partial Payment] 105253				1988	
1-2015	01/08/2015 11:14:24 AM	51 - LATE FEE	-75.00		
		Total for Transaction:	-75.00		35.00
CHARGE [Penalty]					
1-2015	01/28/2015 12:34:16 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		40.00
RECEIPT 105351				1993	
2-2015	02/02/2015 02:41:14 PM	51 - LATE FEE	-40.00		
		Total for Transaction:	-40.00		0.00
CHARGE [Penalty]					
6-2015	06/29/2015 10:41:22 AM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
7-2015	07/30/2015 11:17:20 AM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		40.00
CHARGE [Penalty]					
8-2015	08/28/2015 01:48:36 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		75.00
CHARGE [Penalty]					
9-2015	09/28/2015 04:26:37 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		80.00

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
 CUSTOMER TRANSACTIONS For 12-2015

CITY OF DONNELLY
 09:31:45 - 12/16/2015

Transaction Description - ID Number			Check Number	Usage
AP-Year	Date & Time	Fund - Service	Amount	Running Balance
CHARGE [Penalty]				
9-2015	09/28/2015 04:28:30 PM	51 - LATE FEE	30.00	
			Total for Transaction:	110.00
CHARGE [Penalty]				
10-2015	10/28/2015 02:08:37 PM	51 - LATE FEE	35.00	
			Total for Transaction:	145.00
CHARGE [Penalty]				
11-2015	11/30/2015 12:39:59 PM	51 - LATE FEE	35.00	
			Total for Transaction:	180.00
Subtotal for Account 0083-00 :			Portion Past Due	
			337.00	Total Balance: 180.00

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
 CUSTOMER TRANSACTIONS For 12-2015

CITY OF DONNELLY
 09:31:58 - 12/16/2015

Transaction Description - ID Number			Check Number		
AP-Year	Date & Time	Fund - Service	Amount	Usage Running Balance	
Customer Name	EDWARDS ESTATE	Account 0085-00	Route - Meter	00-NONE	
Service Address	187 NORTH MAIN STREET				
Customer Address	P.O. BOX 7488				
City	BOISE	State	ID	Zip 83714	
SERVICE:	LATE FEE				
CHARGE [Penalty]					
6-2014	06/26/2014 02:11:29 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
7-2014	07/29/2014 09:06:12 AM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		40.00
RECEIPT 104743					
8-2014	08/18/2014 03:23:21 PM	51 - LATE FEE	-40.00		
		Total for Transaction:	-40.00		0.00
CHARGE [Penalty]					
9-2014	09/29/2014 10:37:21 AM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
10-2014	10/28/2014 10:48:44 AM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		40.00
CHARGE [Penalty]					
11-2014	11/25/2014 01:04:45 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		75.00
CHARGE [Penalty]					
12-2014	12/30/2014 03:17:49 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		110.00
RECEIPT [Partial Payment] 105254				1988	
1-2015	01/08/2015 11:15:50 AM	51 - LATE FEE	-75.00		
		Total for Transaction:	-75.00		35.00
CHARGE [Penalty]					
1-2015	01/28/2015 12:34:16 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		40.00
RECEIPT 105352				1993	
2-2015	02/02/2015 02:41:40 PM	51 - LATE FEE	-40.00		
		Total for Transaction:	-40.00		0.00
CHARGE [Penalty]					
6-2015	06/29/2015 10:41:22 AM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		5.00
CHARGE [Penalty]					
7-2015	07/30/2015 11:17:20 AM	51 - LATE FEE	35.00		
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CHARGE [Penalty]					
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		Total for Transaction:	35.00		75.00
CHARGE [Penalty]					
9-2015	09/28/2015 04:26:37 PM	51 - LATE FEE	5.00		
		Total for Transaction:	5.00		80.00
CHARGE [Penalty]					
9-2015	09/28/2015 04:28:30 PM	51 - LATE FEE	30.00		
		Total for Transaction:	30.00		110.00
CHARGE [Penalty]					
10-2015	10/28/2015 02:08:37 PM	51 - LATE FEE	35.00		
		Total for Transaction:	35.00		145.00

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM
 CUSTOMER TRANSACTIONS For 12-2015

CITY OF DONNELLY
 09:31:58 - 12/16/2015

Transaction Description - ID Number			Check Number	
AP-Year	Date & Time	Fund - Service	Amount	Usage Running Balance
CHARGE [Penalty]				
11-2015	11/30/2015 12:39:59 PM	51 - LATE FEE	35.00	
Total for Transaction:			35.00	180.00
Subtotal for Account 0085-00 :			Portion Past Due 337.00	Total Balance: 180.00

BLACK MOUNTAIN SOFTWARE UTILITY BILLING SYSTEM

CITY OF DONNELLY

RECOMMENDED SHUT-OFF PAST DUE 30 OR MORE DAYS

For target date 12/16/2015

09:33:25 - 12/16/2015

AND PAST-DUE > 0.00

Account	Route - Meter	Resident Name	Owner Name	Deposit Required	
Customer Name		Service Address	Owner Address		
	Meter Serial	Meter Id		Balance	Past Due
0007-00	01-0007	KEN & LESLIE MINSHALL	MINSHALL, KEN & LESLIE		
MINSHALL, KEN & LESLIE		254 PAYETTE STREET	P.O. BOX 757		
	9698593	11980717		95.12	0.38
0010-00	01-0010	CORRINE MCCARLEY	MENTZER, JAY		
MCCARLEY, CORRINE		311 PAYETTE STREET	P.O. BOX 1267		
	9698643	11981091		219.19	92.47
0024-00	01-0024	CHRISTY LARIMORE	LARIMORE, CHRISTY		
LARIMORE, CHRISTY		216 EAST ROSEBERRY ROAD	P.O. BOX 314		
	9698598	11982582		201.04	97.62
0040-00	01-0040	DAVID WALTERS	FARMER, JOHN & KATE		
WALTERS, DAVID		138 ELD LANE	PO BOX 741		
	9698607	11981038		111.06	30.00
0042-00	01-0042	GEORGE & SUSAN DORRIS	DORRIS, GEORGE AND SUSAN		
DORRIS, GEORGE & SUSAN		163 ELD LANE	P.O. BOX 280		
	49377742	11961015		185.64	92.72
0043-00	01-0043	STUART DERRICK	DERRICK, STUART		
DERRICK, STUART		192 ELD LANE	677 JOES ROAD		
	9698644	11981936		157.41	74.15
0046-00	01-0046	ROBERT & KATHY MARTIN	GESTRIN-NADEAU, DOROTHY		
MARTIN, ROBERT & KATHY		234 ELD LANE	P.O. BOX 10		
	7073072228	11959992		202.74	95.02
0083-00	00-NONE	EDWARDS ESTATE	EDWARDS ESTATE		
EDWARDS ESTATE		173 NORTH MAIN STREET	P.O. BOX 7488		
				404.00	337.00
0085-00	00-NONE	EDWARDS ESTATE	EDWARDS ESTATE		
EDWARDS ESTATE		187 NORTH MAIN STREET	P.O. BOX 7488		
				404.00	337.00
0106-00	01-0106		ZOKAN, JAMES		
ZOKAN, JAMES		172 WEST STATE STREET	1705 N. 14TH ST.		
	52140056	11958138		305.92	149.16
0108-00	01-0108	WONDERLAND HOLDINGS	WONDERLAND HOLDINGS		
WONDERLAND HOLDINGS		135 EAST STATE STREET	P.O. BOX 280		
	9698624	7750666		281.62	140.06
Total Balance:				2567.74	
Total Past Due:				1445.58	

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-60

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT:

***Snow Removal
Parking, Sidewalks, Roads***

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT:

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

See Ordinance 139 – in regards to parking on streets for snow removal
Possible purchase of machinery to use for snow removal on sidewalks, library and park, public works, streetscape during summer months. Or purchase of snow blower only.

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE

ACTION

ORDINANCE NO. 139

AN ORDINANCE RELATING TO MOTOR VEHICLE PARKING;
PROVIDING A DECLARATION OF PURPOSE, MAKING IT
UNLAWFUL TO PARK MOTOR VEHICLES ON THE PUBLIC
STREETS BETWEEN SPECIFIED HOURS, PROVIDING PENALTIES
AND PROVIDING AN EFFECTIVE DATE.

It is the purpose of this Ordinance to clear the
City streets of motor vehicles between the hours of
3:00 a.m. and 7:00 a.m. each day for snow plowing and street
maintenance.

Now, therefore, be it ordained by the Mayor and Council
of the City of Donnelly, Idaho, as follows:

SECTION 1. PARKING UNLAWFUL: That it shall be unlawful
for any person to park a motor vehicle upon the streets and
alleys of the City of Donnelly, Idaho, between the hours of
3:00 A.M. and 7:00 A.M. of each and every day.

SECTION 2. PENALTIES: Any person convicted of a
violation of this Ordinance shall be punished by a fine not
to exceed \$100.00 dollars or by imprisonment in the County
Jail for not more than 30 days or by both such fine and
imprisonment. Each day that a person is in violation of this
Ordinance shall constitute a separate offense.

SECTION 3. EFFECTIVE DATE: This Ordinance shall be in
full force and effective from and after the 1st day of
February, 1996.

Dated this ~~18th~~ day of ~~December~~, 1995.
22nd January, 1996.

Daniel M. Jones
Mayor

ATTEST:

Susan Carter Moss
City Clerk



WHAT IS A MINI TRUCK?

All our mini trucks are fuel efficient, 4-wheel drive, liquid cooled, 3-cylinder, 660cc gasoline engines; commonly used as a multi-purpose, all terrain utility vehicle manufactured in Japan and used throughout the world.

Priced reasonably and featuring a fully enclosed cab, these are a very attractive alternative to utility vehicles or pickup trucks. Mini trucks are shorter, narrower, and lighter while providing comfort and weather protection from the environment with greater fuel efficiency. Offered in both carbureted and fuel-injected, new or used models.

Windshield wipers, rear view mirrors, heater, radio, headlights, brake lights, instrumentation panel, seatbelts, 4-5 speed manual or 3-speed automatic transmissions are standard equipment on all our trucks. Optional equipment available: AC, PS, PW, PL, X-Lo, overdrive and differential lock.

Side gates on mini trucks are removable making a convenient flat bed truck with 1,000 lbs. pay load capacity and no fender wells!

Please view the back of this card to see the many uses of these versatile trucks as well as the conversion options available to complement the standard accessories.

**MINI TRUCKS are NOT legal on INTERSTATE Hwys!
CHECK YOUR STATE & LOCAL REGULATIONS!**

MAGIC VALLEY MINI TRUCKS

Full repair service, parts, and service manuals available.
We offer annual service packages for your convenience.
Manufactured by: • Mitsubishi • Suzuki • Daihatsu

TYPES OF TRUCKS:

Deck Van • Freezer/refrigerator Trucks
Fire trucks • Dump Trucks • Vans • Extended cabs

USE THESE TRUCKS FOR:

Dairy • Farm • Ranch • Golf Courses • Hunting
Fishing • Resorts • Airports • Campuses • Wineries
Business Parks • Campgrounds • Cemeteries
Park & Zoo Maintenance • Rural Mail Carriers
Storage Yards • Theme Parks • Train Yards
Fairgrounds • Spray Rigs • Off Road • Marinas

CONVERSIONS AVAILABLE:

Lift Kits • Receiver Hitches • Tool Boxes
Ladder Racks • Bedliners • Turf Tires
Aluminum Wheels • Snow Plows • Tracks
Call us for additional conversions!

Magic Valley Mini Trucks

are the most affordable, fuel-efficient,
multi-purpose vehicle for your business!

Magic Valley Mini Trucks handles all your truck's parts
and service needs in one convenient location:

5421 US 93 Suite 6
Jerome, ID 83338

208.410.0280

info@magicvalleyminitrucks.com

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 15-61

Meeting Date 12/21/15

AGENDA ITEM INFORMATION

SUBJECT: <i>City Attorney</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:				

SUMMARY STATEMENT: Recommendations for City Attorney.
RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Clerk/Treasurer Report December 21, 2015

Decision/Discussion

Treasurer Report:

- We currently have \$_____ over 30 days past due.

Clerk Report:

- Computer upgrade possibility
- Notice for RFQ for Engineering Services published on the 10th and 17th deadline 12/30/15
- Stinker lighting and signage is being reviewed.
- Ordinance on Yard sales is pending until we obtain a City Attorney.

Information Still Important:

Follow-up Status:

- Fence has been installed, signage should be ready this week to be installed (closed for season) received one complaint from a resident on Dawn drive.

Training/Out of Office:

Planning & Zoning:

- Next Planning and Zoning meeting is January 4, 2016. This will be a public hearing on the Zoning Ordinance. Then it will go to public hearing to be heard at the City Council level in January/February.

Community Events:

Repairs & Maintenance:

- Nothing new to report. Been working on snow removal and organizing of shop.

Library:

- Nothing new to discuss

12/16/15
14:25:31

CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 12/15

Page: 1 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
969		8 ANALYTICAL LABORATORIES, INC	78.00					
	31157	11/30/15 water test	78.00			51 43400	560	10100
		Total for Vendor:	78.00					
983		999999 BEST WESTERN POCATELLO	210.00					
	55598	11/30/15 ken water training	210.00*			51 41100	550	10190
		Total for Vendor:	210.00					
986		23 CASH *	76.34					
petty		cash reimbursement						
	09/28/15	abc meeting	38.79			10 41100	552	10100
	10/26/15	stamps	37.55			10 41100	614	10100
		Total for Vendor:	76.34					
994		49 FRONTIER	59.32					
	120715	12/07/15 telephone/fax	59.32			21 41100	437	10100
		Total for Vendor:	59.32					
		*** Claim from another period (11/15) ****						
960		151 H.D. FOWLER COMPANY	174.67					
	I4093009	11/20/15 food bank meter repair	174.67			51 43400	710	10100
		Total for Vendor:	174.67					
973		200 HOLMANS LAKE FORK MERC	62.51					
	110315	11/03/15 truck fuel	36.25			10 43010	481	10100
	110315	11/03/15 truck fuel	15.63			51 41100	481	10100
	110315	11/03/15 truck fuel	10.63			52 41100	481	10100
974		200 HOLMANS LAKE FORK MERC	69.61					
	111215	11/12/15 truck fuel	40.38			10 43010	481	10100
	111215	11/12/15 truck fuel	17.40			51 41100	481	10100
	111215	11/12/15 truck fuel	11.83			52 41100	481	10100
975		200 HOLMANS LAKE FORK MERC	55.59					
	111215	11/12/15 bd truck fuel	32.24			10 43010	481	10100
	111215	11/12/15 bd truck fuel	13.90			51 41100	481	10100
	111215	11/12/15 bd truck fuel	9.45			52 41100	481	10100

12/16/15
14:25:31

CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 12/15

Page: 2 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
976		200 HOLMANS LAKE FORK MERC	55.45					
	112315	11/23/15 km truck fuel	32.16			10 43010	481	10100
	112315	11/23/15 km truck fuel	13.86			51 41100	481	10100
	112315	11/23/15 km truck fuel	9.43			52 41100	481	10100
977		200 HOLMANS LAKE FORK MERC	27.35					
	112515	11/25/15 km truck fuel	15.86			10 43010	481	10100
	112515	11/25/15 km truck fuel	6.84			51 41100	481	10100
	112515	11/25/15 km truck fuel	4.65			52 41100	481	10100
988		200 HOLMANS LAKE FORK MERC	27.00					
km								
	12558	12/10/15 fuel	27.00			10 43010	482	10100
989		200 HOLMANS LAKE FORK MERC	26.85					
km								
	12234	12/10/15 diesel snow	26.85			10 43010	482	10100
		Total for Vendor:	324.36					
		*** Claim from another period (11/15) ****						
950		202 INCOM	120.77					
	120115	12/01/15 telephone	70.05			10 41100	437	10100
	120115	12/01/15 telephone	30.19			51 41100	437	10100
	120115	12/01/15 telephone	20.53			52 41100	437	10100
		Total for Vendor:	120.77					
967		74 INTERSTATE ELECTRIC SUPPLY	89.44					
	100296650	11/18/15 street ligths replacement	89.44			10 43010	416	10100
991		74 INTERSTATE ELECTRIC SUPPLY	42.34					
	S100300986	12/09/15 street ligths replacement	42.34			10 43010	416	10100
		Total for Vendor:	131.78					
		*** Claim from another period (11/15) ****						
948		204 LAKE FORK FENCE SUPPLY	739.86					
	252	11/25/15 fence/gate at boat docks	739.86			10 44100	451	10100
		Total for Vendor:	739.86					

12/16/15
14:25:31

CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 12/15

Page: 3 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (11/15) ****								
952		165 LAKESHORE DISPOSAL	496.00					
	112015	11/30/15 November Collection	496.00			51 41100	414	10100
		Total for Vendor:	496.00					
970		79 LAKESHORE DISPOSAL	80.76					
	22958197	12/01/15 depot trash	80.76*			10 44300	414	10100
		Total for Vendor:	80.76					
*** Claim from another period (11/15) ****								
935		85 MAY HARDWARE	6.44					
	828307	11/17/15 backhoe maintenance	6.44			10 43010	434	10100
980		85 MAY HARDWARE	14.38					
old invoice not entered								
	11/01/15		14.38			10 43010	460	10100
		Total for Vendor:	20.82					
*** Claim from another period (11/15) ****								
963		153 MOUNTAIN WATERWORKS	250.00					
	2007	08/05/15 august back up operator	250.00			51 41100	360	10100
971		153 MOUNTAIN WATERWORKS	250.00					
	2189	11/30/15 water backup operator	250.00			51 41100	360	10100
		Total for Vendor:	500.00					
982		95 NAPA DBA MCCALL AUTO PARTS	45.38					
	909913	12/02/15 wiper blades ford/oil/antifree	45.38			10 43010	434	10100
		Total for Vendor:	45.38					
979		154 NORTH LAKE RECREATIONAL SEWER &	3,200.00					
	120115	12/01/15 Monthly Service	3,200.00			52 41100	541	10100
		Total for Vendor:	3,200.00					
*** Claim from another period (11/15) ****								
937		999999 NW COMPREHENSIVE COMPUTER	35.00					
computer service for update to windows 10								
	1234	11/17/15 Remote tech support	35.00			10 41100	613	10100
		Total for Vendor:	35.00					

12/16/15
14:25:31

CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 12/15

Page: 4 of 6
Report ID: AP100V

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
965		105 PRINTSHOP MCCALL	121.98					
	4551	10/23/15 business cards	70.75			10 41100	605	10100
	4551	10/23/15 busienss cards	30.50			51 41100	605	10100
	4551	10/23/15 business cards	20.73			52 41100	605	10100
966		105 PRINTSHOP MCCALL	187.95					
	4554	10/27/15 envelopes	109.02			10 41100	605	10100
	4554	10/27/15 envelopes	47.00			51 41100	605	10100
	4554	10/27/15 envelopes	31.93			52 41100	605	10100
		Total for Vendor:	309.93					
996		115 ROCKY MOUNTAIN SIGNS & APPAREL,	55.00					
	13353	12/10/15 park closure signs	55.00			10 44100	451	10100
		Total for Vendor:	55.00					
995		120 SINCLAIR FLEET TRACK (STINKER)	39.00					
	43162278	11/30/15 late fee	22.62			10 43010	481	10100
	43162278	11/30/15 late fee	9.75			51 41100	481	10100
	43162278	11/30/15 late fee	6.63			52 41100	481	10100
		Total for Vendor:	39.00					
968		122 STAR NEWS	105.00					
	38115	11/30/15 water engineer rfp	105.00*			51 41100	530	10100
		Total for Vendor:	105.00					
993		999999 US BANK SAFEBOX DEPT	48.50					
	3625	12/07/15 safety deposit box	48.50			10 41100	520	10100
		Total for Vendor:	48.50					
		*** Claim from another period (11/15) ****						
949		140 VALLEY COUNTY CLERK	1,000.70					
		Stinker Station Commercial Plan Review from Valley County Pass Thru						
	469	11/23/31	1,000.70*		STINKE	10 41100	340	10100
		pass through						
		Total for Vendor:	1,000.70					
992		142 VERIZON WIRELESS	124.61					
	9756455539	12/01/15 MAYOR/MAINTENANCE CELL	72.28			10 41100	436	10100
	9756455539	12/01/15 MAYOR/MAINTENANCE CELL	31.15			51 41100	436	10100
	9756455539	12/01/15 MAYOR/MAINTENANCE CELL	21.18			52 41100	436	10100
		Total for Vendor:	124.61					

# of Claims	33	Total:	7,975.80
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12/16/15
14:25:32

CITY OF DONNELLY
Claims on Hold
For the Accounting Period: 12/15

Page: 6 of 6
Report ID: AP100

* ... Over spent expenditure

Claim	Vendor #/Name/	Document \$/	Disc \$					Cash
Check	Invoice #/Inv Date/Description	Line \$		PO #	Fund Org Acct	Object Proj	Account	
*** Claim from another period (11/15) ****								
932	206 ALPINE AUTOMOTIVE	169.60						
9512	11/18/15 blue dodge fix	169.60			10 43010	434	10100	
*** Claim from another period (11/15) ****								
933	207 HOT SHOTS, INC	27.95						
14121	11/15/15 water sample delivery	27.95			51 43400	560	10100	
# of Claims		33	Total:	197.55				



City of Donnelly

169 Halferty Street
P.O. Box 725
Donnelly, ID 83615
Telephone (208) 325-8859 Fax (208) 325-4091

City Council Meeting on Monday, November 16, 2015 at 6:00 pm Donnelly Community Center

MINUTES

ROLL CALL at 6:00 p.m. Council Members Koch, Stayton, Gettto and Davenport. were present, as well as Mayor Backus.

Quorum exists. Clerk, Cami Hedges was present.

Business Agenda:

AB15-50 Valley County Pickleball

Marsha Smith with Valley County Pickleball answered some questions from the Council in regards to what the grant funds will be used for. Ms. Smith responded that the funds would likely be for construction, once a location has been decided upon and approved. Council asked that a MOU be submitted on the drawings. Council also asked Clerk to secure the property lease with the School District for the property where the Kiosk and Bathrooms are located.

Motion by Stayton, 2nd by Gettto to approve the conceptual drawing of the proposed Pickleball Courts. Motion carried.

AB 15-48 Proposed Ordinance for Yard/Garage/Junk Sales

Clerk provided a draft ordinance on Yard Sales. This will be sent to the City Attorney to review for adoption at the next City Council meeting in December.

AB 15-49 Coach Crossing CUP Extension Request

Motion by Stayton, 2nd by Koch to approve the CUP extension request for Coach Crossing for 12 months. Motion carried.

AB 15-53 City Council Meeting 2016

Clerk presented calendar of the upcoming meeting and conflicts for 2016. January and February regular meetings fall on observed Holidays, therefore Council selected different dates for those months. January's meeting will be held on January 11th and February's meeting will be held on February 8th.

Motion by Davenport, 2nd by Koch to approve the change of the regularly scheduled city council meetings for the month of January to January 11th and for the month of February to February 8th. Motion carried.

STAFF REPORTS:

City Clerk – report was in packet, however discussed the issues with Frontier and digging across the City's streets without notifying the City.

CONSENT AGENDA:

Motion by Davenport, 2nd by Stayton to approve Vouchers from October 14, 2015 through November 13, 2015, with the addition of four vouchers. Motion carried.

Motion by Koch, 2nd by Davenport to approve City Council minutes from October 19, 2015. Motion carried.

ADJOURN:

Motion by Davenport, 2nd by Stayton to adjourn at 7:07 p.m.

DRAFT