



AGENDA
Donnelly City Council
Regular Meeting
Monday, March 19, 2018 at 6:00 pm
Donnelly Community Center

ROLL CALL

PLEDGE OF ALLEGIANCE

CONSENT AGENDA: *(one motion needed for the Consent Agenda)*

City Council Minutes – February 26, 2018

Vouchers February 27, 2018 thru March 15, 2018

Treasurer's Report for February 2018

Payroll Summary – March 1st, 5th, 15th, 2018

PUBLIC HEARING:

AB 18-32 Resolution 2018-009 Trash /Refuse/Solid Waste/Garbage rate increase

BUSINESS AGENDA:

AB 18-25 West Central Mountains Economic Development Council Update – Andrew Mentzer

AB 18-23 Horizon Towers Lease Agreement – Reviewed by City Attorney

AB 18-33 Donnelly Library District – Request for Conveyance of Property

AB 18-34 Lake Shore Rate Change Proposal – Memorandum of Understanding

AB 18-35 Donnelly Farmers Market – Liz Jones

AB 18-36 City Budget Hearing Time & Date for FY19

AB 18-37 Request to Re-Appoint P&Z Commissioners Dorris & Bryant

STAFF REPORTS:

EXECUTIVE SESSION:

Pursuant to Idaho Code § 74-206, convene in executive session to: (1) (a) &(b) consider personnel matter;

ADJOURN: Monday, April 16, 2018 at 6:00 p.m.



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, February 26, 2018 at 6:00 pm Donnelly Community Center

MINUTES

Meeting called to order by Mayor Koch at 6:00 p.m.

Roll Call: Councilor Stayton, Councilor Atkinson, Councilor Davenport, and Councilor Minshall, were present. Clerk Hedges and P&Z Administrator James were also present.

Pledge of Allegiance

CONSENT AGENDA:

Vouchers, January 18, 2018 through February 21, 2018 Clerk asked to add the following vouchers. Totaling \$731.08

Motion by Stayton, 2nd by Davenport to approve the vouchers with the added into record. Motion carried.

Treasurer Report – January 2018

Motion by Davenport, 2nd by Atkinson to approve the Treasurer report for January 2018. Motion carried.

City Council Minutes – January 22, 2018 & January 29, 2018

Motion by Davenport, 2nd by Atkinson to approve the City Council minutes for January 22, 2018 and January 29, 2018. Motion carried.

Payroll Summary – February 1st, 5th, 15th, 2018

Motion by Stayton, 2nd by Davenport to approve payroll summaries for the period of February 1st, February 5th and February 15th, 2018. Motion carried.

Public Hearing:

Mayor Koch opened Public Hearing at 6:04 p.m.

AB18-21 Request to approve Conditional Use Permit (CUP) 17-01 Horizon Towers Cell Tower
(CONTINUED)

In Favor of:

Susan Dorris – Eld Lane (in favor)

Eric Engberg – Jordan Street is a citizen of Donnelly and be here since 1981, sold the city property where the water tank is. I think the tower would be good for the City and if we do get money for it I would like it to go to the infrastructure. And suggests that a nesting tower placed on top to bring some wildlife into the area.

Diedra Abrahams – Don't live in Donnelly but spend more time in Donnelly than at my home because I am a teacher at the school. I do not oppose the Cell Tower at all I just oppose where it is, because there is not enough known about this to be this close to the school for children to have skulls much thinner and developing. So, I just oppose the placement of it. It is just to close to the school.

Steve Kimball – Payette Street I just oppose the location also because I really appreciate the quaint historic nature of our little village center. Just concerned that raising the 85ft fake tower is going to change the historic character.

Susan Jenkins – Payette Street because of the location and has lived in communities with the fake towers.

Clerk read into record additional letters received after council packets were distributed.

Cecilia Tyler – Eagle Lane, Donnelly - I wholeheartedly support the initiative for Horizon Towers to install an 85 foot mono-pine telecommunications tower, within a 50'x50' leased area on city owned property located 550 feet west of State Highway 55 in the Light Industrial Zone area. There has been much discussion and debate and the City Council has opted to put off the vote to approve or disapprove this initiative. It is now time to vote and I urge approving this matter. The majority of the leaders desiring to stop this effort either do not live in Donnelly or own property in Donnelly. I am a Donnelly property owner but live just outside of the Donnelly City limits in the impact zone. There are three points I would like to make or have highlighted. 1. Many are stating that cell towers are a hazard to health. Yet there is no conclusive evidence of this point and the Federal discourse on this topic specifically states public health concerns cannot be the reason to disapprove a cell tower. 2. Some state that the value of property will go down. Again, there is no evidence of this and the converse is really true. Properties that do not have adequate access to cell coverage are negatively impacted since new buyers want access to technologies. 3. Some state that Donnelly is a "quaint village" and this improvement destroys the "quaintness". I am a lifelong resident of the area and lived most of my childhood on Payette Street. I can assure you, we too wanted the amenities of life that most desire. We do not want to live in the times lacking reasonable technological amenities solely to say Donnelly is a "quaint village" and ultimately have reasonable improvements in the quality of life pass us by. Frankly, in my time growing up and living here, I never heard Donnelly described as quaint. I have heard it described in many ways and to not develop with technology will just perpetuate the many disparaging comments many of us have heard. I want Donnelly to grow, prosper, and have the amenities of life that a reasonable 21st Century person would expect. Failure to approve this tower will send a strong message that we are not serious about improving our quality of life and that we are not business friendly. Failure to approve this tower will delay the improvements to technology that we desperately need.

Form Letters in Favor Of – Johanna Defort (Property Owner), Mike Swanson (Resident), Joyce Rambo, Matthew Loomis, Dustin Loomis, Scott Clinson (Resident) Kathy Fritschle, Jayme Gamble, Lisa Whisnant

Oppose:

Jean Keese – Black Pine, Donnelly - During the last meeting there were questions raised in regards to the impact cell tower have on property values. I hope the following information is of value. I also really appreciate that you are taking the time to research this further before making this decision, which will

impact Donnelly homeowners, residents, businesses and school children for a long time into the future. As I've stated in previous correspondence, whether or not radiation emissions from these antennas are harmful is irrelevant. The perceived threat alone will lower property values. The US Department of Housing and Urban Development (HUD) guidelines categorize cell towers with "hazards and nuisances," and HUD requires its certified appraisers to take the presence of nearby cell towers into consideration when determining the value of single family residential properties. In 2014 a Survey was conducted by the National Institute for Science, Law and Public Policy in Washington DC, "Neighborhood Cell Towers & Antennas – Do they Impact a Property's Desirability?" The overwhelming majority of respondents (94%) reported that cell towers and antennas in a neighborhood or on a building would impact interest in a property and the price they would be willing to pay for it. And 79% said under no circumstances would they ever purchase or rent a property within a few blocks of a cell tower or antenna. Another study in New Zealand looked specifically at property values, and they found that "home buyers would pay from 10-19% less to over 20% less for a property if it were in close proximity to a cell phone base station. The market sales analysis showed prices of properties were reduced by around 21% after a cell phone base station was built in the neighborhood. Thank you again for taking your time to consider this matter thoughtfully. I urge your no vote.

Lisa Maria – McCall, currently under contract for the purchase of a house on State Street. A little excited to buy a house in Donnelly until I heard about this. I asked are you serious they want to put up a cell tower in this small town. My mom died of brain cancer and do believe that having that type of power line about our house caused that. Her father died of cancer, her mother died of cancer, yes it could be genetics, but I don't know for sure. But I don't want to have that risk especially if I am going to have children and children that go to Donnelly school. I am a little concerned about it, almost to the point that we are supposed to close in the end of March and this is kind of like what is going to happen, should I move to Donnelly or should I go to New Meadows. Those are my options because McCall I am already priced out. But I also worry about properties and the values. I think in the long run what's going to happen yes you are going to get a bunch of money for the tower but in the end its going to bring property values down and is that really going to help the community in the long run? I would question or is it a hindrance for our own children. I hope that you decide not to, and I don't know for sure if this will make me buy the house or not, but it definitely will make me think I want to live in Donnelly and be part of this community.

Close the public hearing at 6:16 p.m.

Mayor Koch asked for the staff report from Planning & Zoning Administrator James.

James – you instructed staff to investigate whether the assessed value of the property is or possibly impacted by a telecommunications tower or towers. I spoke with Valley County Assessor and the do not directly consider the proximity of the telecommunications towers and in their assessment process. So it is a little unclear. It is not one of the boxes they check, but they do look at like properties. So it is very difficult in our area because the other telecommunication towers are in more rural areas. So they couldn't site any instance where any property had been devalued based on its proximity to a telecommunication towers. I also provided some information on the market value from the state. The sales value property is impacted by the perception of the buyer pool, whether the buyer would use the proximity to a cell tower as a benefit or a liability. For example, an article from the National Real Estate Investor, states that good cellular and data access can probably impact property value, while Realtor magazine sites that same that was in our last written comment. And it's a perception that 94% of those surveyed are less likely to purchase near a cell tower and would pay less. There has been one detailed study that I could find and that was the same that was cited in that last written comment.

Mayor Koch asked if the Council was ready for a decision.

Motion by Davenport, 2nd by Atkinson to approve CUP 17-01 Horizon Towers – Cell Tower Application subject to conditions of approval from Planning & Zonings recommendations. Roll Call: Stayton (yes), Davenport (yes), Atkinson (yes), Minshall (yes). Motion carried.

AB 18-20 Request to approve Amendment of Donnelly City Code 18.70.030C – Ordinance ~~237~~238

At the last meeting the decision was tabled from the last meeting and the public hearing was held and closed.

Motion by Stayton pursuant to Idaho Code Section 50-902 that the proposed Ordinance No. ~~237~~238 pass its first reading by title only, 2nd by Davenport. Roll Call vote: Stayton (yes), Davenport (yes), Atkinson (yes), Minshall (yes). Motion carried.

Ordinance ~~237~~238 title only was read by Clerk Hedges.

Motion by Stayton, pursuant to Idaho Code Section 50-902, that the rule requiring ordinances to be read on three different days with one reading to be on full to dispensed with and that the proposed Ordinance No. ~~237-238~~ be considered read, passed and adopted after being read by title only, 2nd by Atkinson. Roll Call Vote: Stayton (yes), Davenport (yes), Atkinson (yes), Minshall (yes). Motion carried.

AB 18-23 Introduction of lease proposal from Horizon Towers

Steve Kelly representative of Horizon Towers provided the proposed lease agreement for City Council review. This same agreement was presented to the City Council in 2016 and has been reviewed by the City attorney at that time. We would still have the attorney review prior to adoption. The proposed contract is not executable at this time but it is proposing the amount of land lease amount. They are suggesting \$750 for the first provider and then \$250 for each subsequent provider up to 3 providers on the tower. It does increase at 10% after the first 5 year lease and so on.

Mayor Koch did state that with the research that has been done that this is in line with other towers in our area. Clerk Hedges did additional research and found that this is very good for the rural areas.

Mayor Koch asked Horizon Towers representative Zach Williams if anyone has put a birds nest on top of a tower. Mr. Williams stated that they have not because they are not able to work on the towers if the nest is occupied, or if there is a migratory or endangered species of bird on the tower. That is why they have not done this on top of the tower.

The additional trees however could have these nests placed, but this would not be for many years.

AB 18-25 West Central Mountains Economic Development Council Update – Andrew Mentzer
Andrew asked to present at the next Council meeting.

AB 18-26 Water System Improvement – Well Bid Acceptance

Mike Woodworth from Mountain Waterworks provided a recommendation for construction of the well from Stevens & Son's Well Drilling. This bid was the lowest of the two that they received out of the three that were requested to bid. He is asking that Council accept the bid from Stevens & Son's Well drilling in the amount of \$124,374, the budget was \$131,949. The other bid from Gestrin well drilling \$132,260 which was over the estimated project budget. This would begin construction in April 2018. Mountain Waterworks has worked with Stevens & Son's previously on other projects as well.

Motion by Davenport, 2nd by Atkinson to accept the well project bid from Stevens & Son's well drilling. Motion carried.

AB 18-27 Lake Shore Rate Change Proposal – Memorandum of Understanding Draft

Scot Carnes from Lake Shore Disposal spoke that there hasn't been a contract with the City of Donnelly over the past several years. They have continued to provide services to all of the people who live in the City. Right now they receive an \$8/mo from each Resident in Donnelly. If you live in Valley County the cost is approximately \$15/mo for the subscription of services. So right now we are wanting to increase the City to get into line with the County. Over the next three years we would bring you up to the rate that the rest of the valley county residents pay with the CPI increase.

Clerk indicated that they amount would include the 96 gallon trash can provided by Lake Shore.

Carnes - Lake Shore would provide 75 cans to the City to distribute and to keep extras (that are stackable) for when residents need them or when one has become damaged etc. They would grab one from the City and replenish as needed. One of the reasons they want to use their own cans is that there is a 50 lb limit whether our cans or the resident's cans. The trucks however are able to lift their cans, which reduces the likelihood of an accident to shoulders etc. from lifting heavy cans. Eventually they will require everyone to use these cans throughout the county. This is set up a lot like they do Riggins. The City pays them, and they provide the service.

Mayor asked if they have contracts with Cascade or McCall? And why is Donnelly different. Carnes stated yes that they do have contracts with them and the reason not with Donnelly was due to size. Their attorneys looked over the number of residents and in their opinion the contract would not favor either party.

Clerk Hedges – this is why a Memo of Understanding was created by the City. Even though the email would be enforceable, the MOU is lining out a little more detail and the rate increase scheduled etc. The last contract that was signed in 2003 was actually the county's contract and we had an addendum to that contract.

Davenport – will lake shore deliver the new cans to those that do not have them?

Carnes – that is negotiable as the original proposal was to deliver to the city shop and the public works employees would then distribute where necessary. Some of the addresses are difficult so if the can is out then they pickup. It would be easier if the City kept track of the cans when they return or deliver.

Clerk – there area several residents that already have cans, how would they handle this?

Carnes – they would pick up these cans then credit those residents and the City would then issue new ones.

Stayton – Understands that they City is due for a rate increase however doesn't believe that they should be in line with the county rates, as density of the population and doesn't take as long as some of the area in the county. Is there an argument of a smaller increase?

Carnes – Cascade (McCall is on a different rate because of the bear proof cans) there are 75 in the Meadows and they all pay the County rate, Dawn Drive they pay the County rate, all the way out to West Mountain. We do a lot of service way out there and if we try to structure the rate on distance, those people further would pay a much higher rate. This is just a way to put everyone on the same rate.

Mayor – some of the issues with the last proposal was double what they were currently paying so it was hard for the taxpayer as they could drive a few miles to the dump for free.

Carnes – Donnelly is the only City in Valley County that requires trash services, so anyone else in the county can choose to take the trash to the dump for free. So it is up to Donnelly to continue to require or they can choose to let the people take to the dump for free. They are not trying to force this upon anyone they are just trying to bring the City rates up to the County rates.

Davenport – when did the City adopt or require residents to have trash services? Clerk was unknown of this time. The City should come up to the rates of the County but are we going to continue to require all residents have trash service?

Mayor Koch – is this something that we can put out to vote? And don't want to have trash pile up around town.

Residents (Susan Dorris, Eric Engberg, Gene Tyler) stated that there was a previous issue with pickup loads of trash, garages full of trash and trash piled up at various locations in town. It was a real problem before the Ordinance was passed requiring trash service.

Carnes – when we start this we are not going to enforce the extras that they other residents have. It is a \$1.50 for an extra bag. Valley County allows you to have 96 gal of household trash and they are very restrictive on this. If your residents are using 1 or 2 bags extra, then they will not be sticklers on but if it became a regular occurrence they could provide another can and a rate to go with the 2nd can. Want to be fair to the residents. The County is looking closer at pickup loads of trash and charging accordingly. The County runs the gate and not Lake Shore. They will continue to do their donations for the Huckleberry Festival and would like to be part of the parade and part of Halloween. They enjoy being part of the Donnelly Community.

Davenport – How long would the MOU be in effect? Clerk stated that would be at least to current rate with the CPI increase.

Carnes – the best guess would be a 1.7% increase over the next two years. In the 3rd year with the CPI it should be in line with the County. Going further than that then it would be just the CPI increase each year. Then each year thereafter in January for the CPI increase.

Davenport – if we approve this and we get feedback of why they want to pay that amount.

Stayton – There must be a public hearing as it is over 5% increase.

Koch – does not want to see the City do anything besides the billing/collection portion. Does not want to see the Public Works department responsible for delivering or storing extra cans. We are low on storage space, etc. Would Lake Shore be willing to deliver them?

Carnes – yes, they would work that out if they city could provide them with the addresses and homes that utilize the services. Willing to work with the City.

Atkinson – what is the point of picking up the old one and then delivering a new one?

Carnes – that is what was proposed previously if the City delivered them. If Lake Shore continues to do it, they would not pick up the cans and would work with the city on this. The CPI is only on the service not the cart.

Koch – would like the part that the City delivers and stores cans to be removed and made the responsibility of the contractor.

Clerk – will make the changes and publish increase for public hearing at the next city council meeting.

AB 18-28 Request to adopt Resolution 2018-007 Fair Housing Month Proclamation

Motion by Stayton, 2nd by Atkinson to adopt Resolution 2018-007 Fair Housing Month Proclamation and authorize mayor to sign all necessary documents. Motion Carried.

AB 18-29 Authorize Mayor to Sign Statement of Agreement – Idaho Unified Certification Program (Idaho Transportation Department)

Motion by Stayton, 2nd Davenport, to authorize Mayor to sign statement of agreement – Recognizing ITD as the Agency representing the Idaho Unified Certification Program (ITD) Motion carried.

AB 18-30 Request to adopt Resolution 2018-008 Arbor Day Proclamation and to remit 2018 Arbor Day Grant Program

Clerk indicated that the State recognizes Arbor day in April, however Donnelly has always recognized this in May.

Motion by Davenport, 2nd by Atkinson to adopt Resolution 2018-008 Arbor Day Proclamation and to remit 2018 Arbor Day Grant Application. Motion carried.

AB 18-31 Request to Authorize Clerk to apply for the 2018-2019 Idaho Community Review

Clerk stated that this was recommended to us by several different organizations for the City to be part of. Stayton, asked how much of Clerks time would be required. This amount of time is unknown. Clerk would like to apply to begin the process in 2019.

Motion by Stayton, 2nd Davenport to authorize clerk to apply for the 2018-2019 Idaho Community Review and authorize the Mayor to sign all necessary documents. Motion carried.

Staff Reports:

Clerk there are zero past due on the water. Local option tax collections have already exceeded the past years. Vet clinic on March 24th at the Community Center. Library District is wanting to take over the operations as soon as the money runs out. I stated that it would be around April as we wanted to make sure that they are building was taken care of. They have not presented anything at this time. We should know about our Transportation Grant application. There will be a Farmers Market on Wednesday's of this year. They asked if they City would be able to donate some lot dollars to help purchase a banner for them. They are non-profit. There is a steering committee right now to get things going. Davenport – stated that they would be taking the state SNAP cards at the farmers market and Liz Jones is really advocating to help people purchase and eat better. This program will be under and umbrella. Currently our fee is \$25 per vendor per day. They will be proposing something to help with this fee. It will operate for 12 weeks. Hoping for 10-15 vendors, both craft and farmers for the starting year and as it

grows there will be less crafters. This is only Wednesday nights. More information to follow. A prepaid cell phone for Ken was purchased and will be activated for his use so that he does not have to use his personal phone for City purposes. This is much cheaper than a Verizon plan.

Ken provided a staff report for review. The harrow at the airport needs to be replaced or fixed. It is currently more scrap metal than useful. We need to purchase this in the next year and to reseed the airstrip this fall and next spring.

Mayor Koch asked that the snow plow come at an earlier time than 7:40 as it is harder to get remove the berms or have Ken follow the driver and remove as he goes. Clerk indicated that we are not first on their route and that is why they came later. Will request an earlier time or to have Ken follow.

EXECUTIVE SESSION:

Pursuant to Idaho Code § 74-206, convene in executive session to: (1) (a) &(b) consider personnel matter;

Motion by Davenport, 2nd by Stayton, to enter executive session per Idaho Code 74-206 to consider personnel matter at 7:16 p.m. Motion carried.

Exit executive session at 8:03 p.m.

Davenport – national movement of “SEE SOMETHING, SAY SOMETHING” this is a national drive and the McCall Donnelly School District is asking for the support of the City of Donnelly. This is to help keep our Schools and Communities safe. Council was good with this.

Motion by Davenport, 2nd by Atkinson to adjourn until the next regular City Council meeting on March 19, 2018 at 6:00 p.m. Motion carried.

Adjourned at 8:06 p.m.

Approved:

03/15/18
14:12:46

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 02/28/18 to 03/15/18

Page: 1 of 5
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3206	-99932E	170 ADOBE SYSTEMS INC.	14.99					
1	030718 03/07/18 pdf solutions		14.99			10 41100	620	10190
		Total for Vendor:	14.99					
3202		8 ANALYTICAL LABORATORIES, INC	51.00					
1	51402 02/28/18 coliform test		16.00			51 43400	560	10100
2	51402 02/28/18 delivery		35.00			51 43400	560	10100
		Total for Vendor:	51.00					
3183		9 ASSOC. OF IDAHO PUBLIC WORKS	10.00					
1	030118 03/01/18 Ken Minshall		10.00			51 41100	520	10100
		Total for Vendor:	10.00					
3200		149 BHS SPECIALTY CHEMICALS	105.00					
4	pails of sodium hypochlorite 12.5%							
1	95552 03/05/18 chlorine		105.00			51 43400	462	10100
		Total for Vendor:	105.00					
3186		12 BLACK MOUNTAIN SOFTWARE	4,250.00					
1	23180 03/01/18 Utility Billing		819.00			51 41100	621	10100
2	23180 03/01/18 Utility Billing		91.00			52 41100	621	10100
3	23180 03/01/18 Utility Billing Computer Inter		181.00			51 41100	621	10100
4	23180 03/01/18 Utility Billing Email		100.00			51 41100	621	10100
5	23180 03/01/18 CaSh Reciepting		330.00			10 41100	621	10100
6	23180 03/01/18 Cash Receipting		27.50			21 41100	621	10100
7	23180 03/01/18 Cash Receipting		27.50			52 41100	621	10100
8	23180 03/01/18 Cash Receipting		165.00			51 41100	621	10100
9	23180 03/01/18 Finance		688.20			10 41100	621	10100
10	23180 03/01/18 Finance		344.10			51 41100	621	10100
11	23180 03/01/18 Finance		57.35			52 41100	621	10100
12	23180 03/01/18 Finance		57.35			21 41100	621	10100
13	23180 03/01/18 Budget Prep		275.40			10 41100	621	10100
14	23180 03/01/18 Budget Prep		22.95			21 41100	621	10100
15	23180 03/01/18 Budget Prep		137.30			51 41100	621	10100
16	23180 03/01/18 Budget Prep		22.95			52 41100	621	10100
17	23180 03/01/18 Payroll		541.80			10 41100	621	10100

03/15/18
14:12:46

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
18	23180 03/01/18 Payroll		271.20			51 41100	621	10100
19	23180 03/01/18 Payroll		45.20			21 41100	621	10100
20	23180 03/01/18 Payroll		45.20			52 41100	621	10100
		Total for Vendor:	4,250.00					
3188	150 CABLE ONE		93.23					
	city hall internet							
1	022318 02/23/18 city hall internet		55.94			10 41100	437	10100
2	022318 02/23/18 city hall internet		27.97			51 41100	437	10100
3	022318 02/23/18 city hall internet		9.32			52 41100	437	10100
3198	150 CABLE ONE		63.75					
1	030118 03/01/18 library internet		63.75			21 41100	417	10100
		Total for Vendor:	156.98					
3193	-99933E 20 CARBONITE		71.99					
1	2018 03/07/18 computer backup		43.20			10 41100	621	10190
2	2018 03/07/18 computer backup		21.60			51 41100	621	10190
3	2018 03/07/18 computer backup		7.19			52 41100	621	10190
		Total for Vendor:	71.99					
3167	1739M 29 CITY OF DONNELLY - WATER		76.94					
1	109-0218 02/27/18 library water/sewer		76.94			21 41100	415	10100
3168	1739M 29 CITY OF DONNELLY - WATER		340.00					
1	101-0218 02/27/18 ddc water/sewer		340.00			10 44300	415	10100
		Total for Vendor:	416.94					
3205	42 DONNELLY ELMENATARY SCHOOL		500.00					
	FY 18 LOT AWARD COMMUNITY SPONSORSHIP							
1	030118 03/01/18 FY18 LOT AWARD COMMUNITY SPONS		500.00		18-12	15 41100	922	10100
	Ski Program							
		Total for Vendor:	500.00					

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Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3195		48 FRANKLIN BUILDING SUPPLY CO.	66.09					
1	155520 03/07/18 shop book case		66.09			10 43010	460	10100
		Total for Vendor:	66.09					
3184		79 LAKESHORE DISPOSAL	103.88					
ddc trash								
1	24044653 03/01/18 ddc trash		103.88			10 44300	414	10100
		Total for Vendor:	103.88					
3196		86 MCCALL DELIVERY SERVICE	85.00					
deliver empties and pick up chemical								
1	2018-0156 03/06/18 chemical transport		85.00			51 43400	462	10100
		Total for Vendor:	85.00					
3191 -99935E		216 MICROSOFT	30.00					
business essential email - mayor & council members								
1	03-2018 03/05/18 email service		30.00			10 41100	620	10190
3192 -99934E		216 MICROSOFT	37.50					
email and software for office employees								
1	03-2018 03/05/18 office 365 subscription		37.50			10 41100	620	10190
		Total for Vendor:	67.50					
3203		153 MOUNTAIN WATERWORKS	250.00					
backup water operator								
1	3216 02/28/18 backup water operator		250.00			51 41100	360	10100
		Total for Vendor:	250.00					
3180		154 NORTH LAKE RECREATIONAL SEWER &	4,800.00					
1	030118 03/01/18 monthly service contract		4,800.00			52 41100	541	10100
		Total for Vendor:	4,800.00					
3173		99 OFFICE SAVERS	36.99					
paper								
1	19583-001 02/27/18 paper		36.99			10 41100	605	10100
		Total for Vendor:	36.99					

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CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 02/28/18 to 03/15/18

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* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3177		261 RANDY MORELL EXCAVATION & snow removal	1,155.00					
1	18-1237	02/28/18 snow removal 2/23/18	577.50			10 43010	429	10100
2	18-1237	02/28/18 snow removal 2/26/18	577.50			10 43010	429	10100
3197		261 RANDY MORELL EXCAVATION & snow removal	577.50					
1	18-1263	03/07/18 march 2	577.50			10 43010	429	10100
		Total for Vendor:	1,732.50					
3185		264 ROGERS ELECTRIC INC Community electrical update	592.10					
1	3342	03/02/18 community center	592.10			10 41100	431	10100
		Total for Vendor:	592.10					
3187		199 SHRED-IT paper shredding	85.01					
1	8124199946	02/22/18 paper shredding	85.01			10 41100	605	10100
		Total for Vendor:	85.01					
3143	1738M	120 SINCLAIR FLEET TRACK (STINKER) skidsteer fuel	42.15					
1	584384	02/20/18 skidsteer fuel	42.15		117 HR	10 43010	482	10100
		s						
3169	1738M	120 SINCLAIR FLEET TRACK (STINKER)	46.99					
1	589977	02/27/18 skidsteer fuel	46.99			10 43010	482	10100
3170	1738M	120 SINCLAIR FLEET TRACK (STINKER)	44.36					
1	587975	02/25/18 skidsteer fuel	44.36		128	10 43010	482	10100
3171	1738M	120 SINCLAIR FLEET TRACK (STINKER)	76.24					
1	586354	02/23/18 backhoe fuel	77.29		595	10 43010	482	10100
9900	022818	02/28/18 rebate	-1.05			10 43010	481	10100
CI	39							
		Total for Vendor:	209.74					

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CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 02/28/18 to 03/15/18

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Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3174	-99936E	138 USPS	85.00					
2	022718 02/27/18 postage		30.00			51 41100	614	10190
3	022718 02/27/18 postage		5.00			52 41100	614	10190
4	022718 02/27/18 stamps		30.00			10 41100	614	10190
5	022718 02/27/18 stamps		15.00			51 41100	614	10190
6	022718 02/27/18 stamps		5.00			52 41100	614	10190
		Total for Vendor:	85.00					
3207	-99931E	171 VALLEY COUNTY TRANSFER STATION	9.00					
1	042538 03/12/18 dump load from shop		9.00			10 43010	460	10190
		Total for Vendor:	9.00					
3181		209 YORGASON LAW OFFICES PLLC	255.00					
	legal services							
1	2018-Feb 03/01/18 NWP pass thru		165.00		NWP	10 41100	341	10100
2	2018-Feb 03/01/18 Lake shore disposal		90.00			10 41100	320	10100
		Total for Vendor:	255.00					
		# of Claims	30	Total:				13,954.71
		Total Electronic Claims						248.48
		Total Non-Electronic Claims						13706.23

** This report runs by Claim Posted Date, which is a system generated field that always shows the date on which the Claim was actually posted in the system. If a Claim was cancelled and re-posted, the posted date will show as of the date it was re-posted. **

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

Page: 1 of 7
Report ID: L091

Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
10 GENERAL						
41100 Administration						
341 Pass Thru Charges						
CL 3140 1	160057-15 engineering pass thru	T.O. ENGINEERS	2/18	605.00		
CR 6653 1	Batch #: 10560	NWP PASSTHRU	2/18		1,575.00	
	Object Total:		1,826.05 CR	605.00	1,575.00	2,796.05 CR
416 Electric & Gas						
CL 3148 1	4223-0218 Community Center	IDAHO POWER	2/18	70.77		
CL 3156 1	7988-0218 shop & city hall	IDAHO POWER	2/18	132.83		
JV 563 1	overage		2/18		1.00	
	Object Total:		1,099.94 DB	203.60	1.00	1,302.54 DB
431 City Hall Repair & Maint						
CL 3136 1	0129 community ctr supplies	RIDLEY'S	2/18	31.94		
	Object Total:		936.54 DB	31.94		968.48 DB
437 Telephone, Telecommunications						
CL 3163 1	030118 telephone	INCOM	2/18	98.65		
	Object Total:		645.23 DB	98.65		743.88 DB
605 Office Supplies						
CL 3160 1	9234653 microphone	AMAZON	2/18	13.98		
CL 3162 1	498063 dog tags	JP COOKE CO	2/18	61.20		
CL 3173 1	19583-001 paper	OFFICE SAVERS	2/18	36.99		
	Object Total:		1,410.54 DB	112.17		1,522.71 DB
611 Copier Maintenance						
CL 3164 1	IN1541513 copier maintenance	BOISE OFFICE EQUIPMENT	2/18	24.83		
	Object Total:		84.92 DB	24.83		109.75 DB
612 Copier Lease						
CL 3146 1	68087124 copier lease	WELLS FARGO VENDOR FIN SER	2/18	114.00		
	Object Total:		570.00 DB	114.00		684.00 DB
613 IT - Computer						
CL 3137 1	021418 batteries	HP PARTS STORE	2/18	114.54		
	Object Total:			114.54		114.54 DB
614 Postage						
CL 3174 4	022718 stamps	USPS	2/18	30.00		
	Object Total:		168.83 DB	30.00		198.83 DB
620 Software - New						
CL 3125 1	FEB 2018 email basic subscription	MICROSOFT	2/18	30.00		
CL 3126 1	Feb 2018 email / microsoft	MICROSOFT	2/18	37.50		
CL 3145 1	071116 pdf solutions	ADOBE SYSTEMS INC.	2/18	14.99		
	Object Total:		180.86 DB	82.49		263.35 DB
	Account Total:		3,270.81 DB	1,417.22	1,576.00	3,112.03 DB
43010 Roads and Streets						
116 Roads & Street Wages						
PR 180200 9	Payroll Expenditure		2/18	1,116.63		
PR 180202 9	Payroll Expenditure		2/18	1,673.27		
	Object Total:		10,310.79 DB	2,789.90		13,100.69 DB
118 Snow Removal Wages						
PR 180200 10	Payroll Expenditure		2/18	1,111.89		
PR 180202 10	Payroll Expenditure		2/18	460.32		
	Object Total:		2,318.26 DB	1,572.21		3,890.47 DB

City of Donnelly Treasurer's Report

Feb-18

Our Investments & Cash...

Balances as of February 28, 2018

General Fund - Investments & Cash	
Feb-18	101,964
Feb-17	99,835

Local Option Tax Fund

Feb-18	123,989
Feb-17	92,442

Library Fund - Investments & Cash

Feb-18	6,436
Restricted	50,000
Feb-17	55,241

Water Fund - Investments & Cash

Feb-18	51,840
Restricted	22,517
Feb-17	102,796

Water System Improvement Fund

Feb-18	671
Feb-17	-

Sewer Fund - Investments & Cash

Feb-18	68,546
Restricted	17,771
Feb-17	84,316

Our Cash Flows...

General Fund Revenues & Expenditures		% of Budget
Budget	298,184	
Cash Carryover	89,804	
Revenues to date	111,790	37.5%
Expenditures to date	76,598	25.7%
Revenues over Expenditures	124,996	

Local Option Tax Fund Revenues & Expenditures

Budget	55,000
Cash Carryover	91,003
Revenues to date	27,985
Expenditures to date	-
Revenues over Expenditures	118,989

Library Fund Revenues & Expenditures

Budget	18,295
Cash Carryover	14,796
Revenues to date	980
Expenditures to date	9,043
Revenues over Expenditures	6,733

Water Fund Revenues & Expenditures

Budget	132,126
Cash Carryover	76,341
Revenues to date	42,142
Expenditures to date	58,114
Revenues over Expenditures	60,370

Water System Improvement Fund

Budget	1,496,000
Revenues to date	77,112
Expenditures to date	96,020
Revenues over Expenditures	(18,908)

Sewer Fund Revenues & Expenditures

Budget	78,480
Cash Carryover	59,640
Revenues to date	40,033
Expenditures to date	32,471
Revenues over Expenditures	67,203

Prior Year Comparison

2017 (Includes Cash Carryover)

General Fund	% of Budget
Fiscal Year 2017 Budget	325,892
Revenues to Date	239,266
Expenditures to Date	164,745
Revenues over Expenditures	74,521

Local Option Tax Fund

Fiscal Year 2017 Budget	87,000
Revenues to Date	24,013
Expenditures to Date	7,369
Revenues over Expenditures	16,645

Library Fund

Fiscal Year 2017 Budget	23,594
Revenues to Date	13,398
Expenditures to Date	8,128
Revenues over Expenditures	5,270

Water Fund

Fiscal Year 2017 Budget	160,155
Revenues to Date	172,498
Expenditures to Date	102,640
Revenues over Expenditures -- some exp to be reimbursed by grant	69,858

Water System Improvement Fund

Budget	-
Revenues to date	-
Expenditures to date	-

Sewer Fund

Fiscal Year 2017 Budget	112,588
Revenues to Date	73,497
Expenditures to Date	35,460
Revenues over Expenditures	38,038

65.3%

31.5%

LOT Actual Dollars Earned per Month

Month	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	% Increase from LY	LY YTD	Increase YTD
October	-	3,758.13	3,251.06	3,984.16	5,803.94	3,513.30	3,607.20	4,200.92	4,487.11	5,085.69	7,164.19	40.9%		
November	-	268.42	3,046.80	3,211.91	3,330.91	2,658.94	2,865.55	2,906.51	2,356.90	5,410.96	6,187.60	14.4%	10,496.65	21.4%
December	-	3,128.04	2,231.20	2,164.37	2,150.31	2,085.89	1,969.71	2,928.93	2,764.05	4,794.54	5,230.22	9.1%	15,291.19	17.7%
January	-	7,517.16	1,772.92	2,607.75	2,078.71	2,420.47	2,616.20	2,540.05	2,775.92	3,809.23	4,045.28	6.2%	19,100.42	15.6%
February	5,068.41	293.34	2,203.45	2,346.53	1,957.49	2,115.85	2,694.07	2,928.97	916.00	4,910.57	4,951.66	0.8%	24,010.99	12.9%
March	6,471.28	4,230.48	1,920.98	2,020.85	1,857.11	2,491.97	2,926.11	2,658.78	3,630.00	3,143.28		-100.0%	27,154.27	1.5%
April	4,115.79	2,536.67	1,927.76	1,727.13	1,565.91	2,515.11	2,102.75	2,842.84	2,700.00	3,348.48		-100.0%	30,502.75	-10.6%
May	2,315.91	1,833.76	1,656.05	1,415.84	126.58	2,033.76	1,988.74	2,295.94	2,043.00	3,527.00		-100.0%	34,029.75	-23.4%
June	893.62	3,502.39	2,962.68	2,392.50	2,026.88	3,050.44	2,712.14	4,702.65	3,749.95	7,215.00		-100.0%	41,244.75	-49.6%
July	8,432.87	3,854.73	3,372.45	2,609.42	7,111.05	4,078.08	3,856.99	4,738.66	5,785.51	8,326.42		-100.0%	49,571.17	-79.7%
August	7,180.47	4,682.87	5,657.05	5,978.87	2,416.71	5,995.34	7,492.76	8,592.25	9,235.85	12,015.17		-100.0%	61,586.34	-123.3%
September	16,360.63	4,524.84	5,118.40	4,425.35	4,430.56	6,015.16	6,004.02	6,441.56	7,851.76	10,876.88		-100.0%	72,463.22	-188.7%
Total Dollars Received	50,838.98	40,130.83	35,120.80	34,884.68	34,856.16	38,974.31	40,836.24	47,778.06	48,296.05	72,486.41	27,578.95			
Difference compared to prior year		(10,708.15)	(5,010.03)	(236.12)	(28.52)	4,118.15	1,861.93	6,941.82	517.99	24,190.36				
Budgeted Dollars					34,000.00	34,000.00	34,000.00	36,000.00	40,000.00	45,100.00	55,000.00			

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CITY OF DONNELLY
Cash Report
For the Accounting Period: 3/18

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
10 GENERAL						
10100 Idaho First - Checking	70,942.44	9,264.40	0.00	0.00	10,157.78	70,049.06
10175 Idaho First - The Glen	1,377.64	0.00	0.00	0.00	0.00	1,377.64
10190 Idaho First - Expense Account	453.86	0.00	0.00	0.00	134.69	319.17
10199 Petty Cash	250.00	0.00	0.00	0.00	0.00	250.00
10200 DDC LGIP 2824	1,957.59	2.24	0.00	0.00	0.00	1,959.83
10339 LGIP - General	25,732.03	86.63	0.00	0.00	0.00	25,818.66
Total Fund	100,713.56	9,353.27			10,292.47	99,774.36
15 LOT FUND						
10100 Idaho First - Checking	51,621.16	573.65	1,250.00	0.00	0.00	53,444.81
10300 LGIP-LOT Set Asides 3087	1,349.40	0.00	0.00	0.00	0.00	1,349.40
10301 LGIP-LOT Set Asides - Community	2,000.00	0.00	0.00	0.00	0.00	2,000.00
10302 LGIP-LOT Set Asides - Ponderosa	525.00	0.00	0.00	0.00	0.00	525.00
10303 LGIP-LOT Set Asides - Signage	1,500.00	0.00	0.00	0.00	0.00	1,500.00
10311 LGIP-LOT Set Asides - Dust Abate	3,516.00	0.00	0.00	0.00	0.00	3,516.00
10312 LGIP-LOT Set Asides - Planning &	4,000.00	0.00	0.00	0.00	0.00	4,000.00
10313 LGIP-LOT Set Asides - Park & Rec	2,255.00	0.00	0.00	0.00	0.00	2,255.00
10314 LGIP-LOT Set Asides - Parks & Re	1,206.70	0.00	0.00	0.00	0.00	1,206.70
10315 LGIP-LOT Set Asides - P&Z Landsc	1,500.00	0.00	0.00	0.00	0.00	1,500.00
10319 LGIP-LOT Set Asides - Boat Dock	1,500.00	0.00	0.00	0.00	0.00	1,500.00
10322 LGIP-LOT Set Asides - Grant Writ	6,500.00	0.00	0.00	0.00	0.00	6,500.00
10323 LGIP-LOT Set Asides - Huck Trot	4,250.00	0.00	0.00	0.00	0.00	4,250.00
10325 LGIP-LOT Set Asides - Streetscap	3,340.30	0.00	0.00	0.00	0.00	3,340.30
10326 LGIP-LOT Set Asides - Pathways	19,383.93	0.00	0.00	0.00	0.00	19,383.93
10328 LGIP-LOT Set Asides - Welcome Sg	500.00	0.00	0.00	0.00	0.00	500.00
10331 LGIP-LOT Set Asides - New Vehicl	2,000.00	0.00	0.00	0.00	0.00	2,000.00
10332 LGIP-LOT Set Asides - City Park	1,000.00	0.00	0.00	0.00	0.00	1,000.00
10337 LGIP-LOT Set Asides - New Well	17,291.14	0.00	0.00	0.00	0.00	17,291.14
Total Fund	125,238.63	573.65	1,250.00			127,062.28
21 LIBRARY						
10100 Idaho First - Checking	6,233.17	15.00	0.00	0.00	901.22	5,346.95
10199 Petty Cash	202.86	0.00	0.00	0.00	0.00	202.86
10340 LGIP Library Building Fund	50,000.00	0.00	0.00	0.00	0.00	50,000.00
Total Fund	56,436.03	15.00			901.22	55,549.81
51 WATER						
10100 Idaho First - Checking	22,824.36	5,624.89	0.00	0.00	2,876.13	25,573.12
10190 Idaho First - Expense Account	-45.00	0.00	0.00	0.00	21.60	-66.60
10343 Water Bond Reserve 2110	22,516.95	25.76	0.00	0.00	0.00	22,542.71
10346 Water Improvement Fund 2128	29,060.30	33.24	0.00	0.00	0.00	29,093.54
Total Fund	74,356.61	5,683.89			2,897.73	77,142.77
52 SEWER						
10100 Idaho First - Checking	15,097.27	6,971.57	0.00	0.00	785.06	21,283.78
10190 Idaho First - Expense Account	-10.00	0.00	0.00	0.00	7.19	-17.19
10344 Sewer Bond Reserve 2111	17,791.42	20.35	0.00	0.00	0.00	17,811.77
10345 Sewer Improvement Reserve 2127	40,268.15	46.06	0.00	0.00	0.00	40,314.21
Total Fund	73,146.84	7,037.98			792.25	79,392.57

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CITY OF DONNELLY
Cash Report
For the Accounting Period: 3/18

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Fund/Account	Beginning Balance	Received	Transfers In	Disbursed	Transfers Out	Ending Balance
60 Water System Improvement FUnd						
10100 Idaho First - Checking	-325.18	0.00	0.00	0.00	0.00	-325.18
10125 IFB - Water System Improvement C	1,000.70	0.00	0.00	0.00	0.00	1,000.70
10190 Idaho First - Expense Account	-4.20	0.00	0.00	0.00	0.00	-4.20
Total Fund	671.32					671.32
71 PAYROLL CLEARING						
10100 Idaho First - Checking	3,721.66	0.00	12,843.51	11,936.18	0.00	4,628.99
73 CLAIMS CLEARING						
10100 Idaho First - Checking	19,421.52	0.00	790.16	163.48	0.00	20,048.20
Totals	453,706.17	22,663.79	14,883.67	12,099.66	14,883.67	464,270.30

*** Transfers In and Transfers Out columns should match. There are a couple exceptions to this: 1) Canceled Electronic Checks and 2) Payroll Journal Vouchers that include local deductions set up with receipt accounting. Please see cash reconciliation procedure in manual or call for more details.

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

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Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
10 GENERAL						
43010 Roads and Streets						
210 Health						
PR 180200 11	Employer Contributions		2/18	395.76		
PR 180202 11	Employer Contributions		2/18	221.00		
	Object Total:		2,244.98 DB	616.76		2,861.74 DB
220 Social Security/Medicare						
PR 180200 12	Employer Contributions		2/18	169.41		
PR 180202 12	Employer Contributions		2/18	163.21		
	Object Total:		960.11 DB	332.62		1,292.73 DB
230 PERSI						
PR 180200 13	Employer Contributions		2/18	252.25		
PR 180202 13	Employer Contributions		2/18	241.53		
	Object Total:		1,429.56 DB	493.78		1,923.34 DB
250 Unemployment Insurance						
PR 180200 14	Employer Contributions		2/18	26.24		
PR 180202 14	Employer Contributions		2/18	25.13		
	Object Total:		138.28 DB	51.37		189.65 DB
290 Dental						
PR 180200 15	Employer Contributions		2/18	26.91		
PR 180202 15	Employer Contributions		2/18	15.03		
	Object Total:		150.58 DB	41.94		192.52 DB
416 Electric & Gas						
CL 3149 1	3329-0218 Gestrin Street Light	IDAHO POWER	2/18	10.26		
CL 3150 1	8211-0218 main street lightening c	IDAHO POWER	2/18	120.89		
CL 3151 1	0078-0218 street lights	IDAHO POWER	2/18	169.98		
CL 3165 1	9405-0218 kiosk rest area	IDAHO POWER	2/18	6.65		
	Object Total:		1,141.27 DB	307.78		1,449.05 DB
429 Snow Removal Maintenance						
CL 3177 1	18-1237 snow removal 2/23/18	RANDY MORELL EXCAVATION &	2/18	577.50		
CL 3177 2	18-1237 snow removal 2/26/18	RANDY MORELL EXCAVATION &	2/18	577.50		
	Object Total:		2,310.00 DB	1,155.00		3,465.00 DB
430 Road & Street Maintenance						
CL 3134 1	42031 shop cleaning	VALLEY COUNTY TRANSFER STA	2/18	6.60		
	Object Total:		344.17 DB	6.60		350.77 DB
460 Small Tools, Equipmen						
CL 3127 1	72460 shop maintenance	CASCADE HARDWARE	2/18	13.98		
CL 3141 1	72923 shop supplies	CASCADE HARDWARE	2/18	22.05		
CL 3144 1	73018 shop supplies	CASCADE HARDWARE	2/18	27.97		
	Object Total:		645.73 DB	64.00		709.73 DB
481 Fuel for Pickup						
CL 31719900 022818	rebate	SINCLAIR FLEET TRACK (STIN	2/18		1.05	
	Object Total:		217.76 DB		1.05	216.71 DB
482 Diesel - Winter						
CL 3143 1	584384 skidsteer fuel	SINCLAIR FLEET TRACK (STIN	2/18	42.15		
CL 3169 1	589977 skidsteer fuel	SINCLAIR FLEET TRACK (STIN	2/18	46.99		
CL 3170 1	587975 skidsteer fuel	SINCLAIR FLEET TRACK (STIN	2/18	44.36		
CL 3171 1	586354 backhoe fuel	SINCLAIR FLEET TRACK (STIN	2/18	77.29		
	Object Total:		632.09 DB	210.79		842.88 DB
	Account Total:		22,843.58 DB	7,642.75	1.05	30,485.28 DB

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

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Accounts 41100-44300

Fund/Account/ Doc/Line #				Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
10 GENERAL									
44100 Parks and Recreation									
451 Campground/Boatdock Maintenance									
CL	3161	1	121207	envelopes (2500)	ENVELOPE EXPRESS	2/18	265.00		
Object Total:							265.00		265.00 DB
Account Total:							265.00		265.00 DB
44300 Depot									
414 Solid Waste Collection									
CL	3123	1	24010540	ddc trash	LAKESHORE DISPOSAL	2/18	98.04		
Object Total:							469.01 DB		567.05 DB
415 Water and Sewer									
CL	3168	1	101-0218	ddc water/sewer	CITY OF DONNELLY - WATER	2/18	340.00		
Object Total:							1,300.00 DB		1,640.00 DB
432 Building Repairs & Maintenance									
CL	3128	1	21804	repair overhead door uni	PAT'S GLASS	2/18	130.00		
Object Total:							169.00 DB		299.00 DB
Account Total:							1,938.01 DB		2,506.05 DB
Fund Total:							9,893.01	1,577.05	

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

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Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
21 LIBRARY						
41100 Administration						
415 Water and Sewer						
CL 3167 1 109-0218	library water/sewer	CITY OF DONNELLY - WATER	2/18	76.94		
	Object Total:		295.17 DB	76.94		372.11 DB
416 Electric & Gas						
CL 3147 1 0182-0218	Library Power	IDAHO POWER	2/18	161.35		
	Object Total:		505.92 DB	161.35		667.27 DB
417 Internet						
CL 3122 1 020118	library internet	CABLE ONE	2/18	63.75		
	Object Total:		255.00 DB	63.75		318.75 DB
420 Supplies						
JV 560 1	supplies		2/18	27.94		
JV 561 1	batteries		2/18	6.99		
	Object Total:		67.79 DB	34.93		102.72 DB
437 Telephone, Telecommunications						
CL 3159 1 021318	Library Phone	FRONTIER	2/18	33.67		
	Object Total:		172.47 DB	33.67		206.14 DB
605 Office Supplies						
CL 3133 1 70002633	office supplies	AMAZON	2/18	42.14		
	Object Total:		62.26 DB	42.14		104.40 DB
	Account Total:		1,358.61 DB	412.78		1,771.39 DB
	Fund Total:			412.78	0.00	

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CITY OF DONNELLY
Detail Ledger Query
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Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
51 WATER						
41100 Administration						
360 Water Operator						
CL 3131 1 3148	back up water operator	MOUNTAIN WATERWORKS	2/18	250.00		
	Object Total:		750.00 DB	250.00		1,000.00 DB
414 Solid Waste Collection						
CL 3172 1 02-18	trash service	LAKESHORE DISPOSAL	2/18	472.00		
	Object Total:		2,088.00 DB	472.00		2,560.00 DB
416 Electric & Gas						
CL 3148 2 4223-0218	Community Center	IDAHO POWER	2/18	30.51		
CL 3152 1 3291-0218	water supply	IDAHO POWER	2/18	146.85		
CL 3153 1 6560-0218	fire pump	IDAHO POWER	2/18	7.60		
CL 3154 1 0899-0218	pump house	IDAHO POWER	2/18	169.85		
CL 3155 1 2555-0218	new well	IDAHO POWER	2/18	84.86		
CL 3156 2 7988-0218	shop & city hall	IDAHO POWER	2/18	57.26		
	Object Total:		1,718.41 DB	496.93		2,215.34 DB
437 Telephone, Telecommunications						
CL 3163 2 030118	telephone	INCOM	2/18	49.33		
	Object Total:		299.32 DB	49.33		348.65 DB
551 Training & Educationa						
CL 3115 1 020118	training	IDAHO RURAL WATER ASSOCIAT	2/18	120.00		
CL 3118 1 106934087	Ken Conference	IDAHO RURAL WATER ASSOCIAT	2/18	265.00		
	Object Total:			385.00		385.00 DB
611 Copier Maintenance						
CL 3164 2 IN1541513	copier maintenance	BOISE OFFICE EQUIPMENT	2/18	10.70		
	Object Total:		36.63 DB	10.70		47.33 DB
612 Copier Lease						
CL 3146 2 68087124	copier lease	WELLS FARGO VENDOR FIN SER	2/18	57.00		
	Object Total:		285.00 DB	57.00		342.00 DB
614 Postage						
CL 3174 2 022718	postage	USPS	2/18	30.00		
CL 3174 5 022718	stamps	USPS	2/18	15.00		
	Object Total:		154.20 DB	45.00		199.20 DB
810 Bond Payments						
CL 3101 1 012518	bond estimated interest	USDA Rural Development	2/18	4,215.38		
	Object Total:			4,215.38		4,215.38 DB
	Account Total:		5,331.56 DB	5,981.34		11,312.90 DB
43400 Water System						
560 Tests						
CL 3135 1 50750	coliform bacteria test	ANALYTICAL LABORATORIES, I	2/18	16.00		
CL 3135 2 50750	pickup/collect fee	ANALYTICAL LABORATORIES, I	2/18	35.00		
	Object Total:		545.00 DB	51.00		596.00 DB
	Account Total:		545.00 DB	51.00		596.00 DB
	Fund Total:			6,032.34	0.00	

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

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Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
52 SEWER						
41100 Administration						
416 Electric & Gas						
CL 3148 3	4223-0218 Community Center	IDAHO POWER	2/18	20.75		
CL 3156 3	7988-0218 shop & city hall	IDAHO POWER	2/18	38.94		
	Object Total:		322.39 DB	59.69		382.08 DB
437 Telephone, Telecommunications						
CL 3163 3	030118 telephone	INCOM	2/18	17.44		
	Object Total:		128.65 DB	17.44		146.09 DB
541 Monthly Service Agreement-NLSD						
CL 3120 1	past due past due sewer increase	NORTH LAKE RECREATIONAL SE	2/18	1,600.00		
CL 3121 1	Feb 2018 contract	NORTH LAKE RECREATIONAL SE	2/18	4,800.00		
	Object Total:		14,400.00 DB	6,400.00		20,800.00 DB
611 Copier Maintenance						
CL 3164 3	IN1541513 copier maintenance	BOISE OFFICE EQUIPMENT	2/18	7.28		
	Object Total:		24.89 DB	7.28		32.17 DB
612 Copier Lease						
CL 3146 3	68087124 copier lease	WELLS FARGO VENDOR FIN SER	2/18	19.00		
	Object Total:		95.00 DB	19.00		114.00 DB
614 Postage						
CL 3174 3	022718 postage	USPS	2/18	5.00		
CL 3174 6	022718 stamps	USPS	2/18	5.00		
	Object Total:		30.95 DB	10.00		40.95 DB
810 Bond Payments						
CL 3102 1	012518 sewer bond est interest	USDA Rural Development	2/18	3,979.26		
	Object Total:			3,979.26		3,979.26 DB
	Account Total:		15,001.88 DB	10,492.67		25,494.55 DB
	Fund Total:			10,492.67	0.00	

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CITY OF DONNELLY
Detail Ledger Query
For the Accounting Periods: 2/18 - 2/18

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Accounts 41100-44300

Fund/Account/ Doc/Line #	Description	Vendor/Receipt From	Acct. Period	Debit	Credit	Ending Balance
60 Water System Improvement FUnd						
43400 Water System						
352 Engineering - Study & Report						
CL 3132 1 3152	Water Study and Report	MOUNTAIN WATERWORKS	2/18	1,140.00		
	Object Total:		38,523.15 DB	1,140.00		39,663.15 DB
353 Engineering - Preliminary Design						
CL 3132 2 3152	Preliminary Design	MOUNTAIN WATERWORKS	2/18	14,425.00		
	Object Total:		20,069.65 DB	14,425.00		34,494.65 DB
355 Additional Services						
CL 3132 4 3152	Additional Services	MOUNTAIN WATERWORKS	2/18	1,594.50		
	Object Total:		10,518.50 DB	1,594.50		12,113.00 DB
356 Engineering - Final Design						
CL 3132 3 3152	Final Design	MOUNTAIN WATERWORKS	2/18	1,420.00		
	Object Total:			1,420.00		1,420.00 DB
	Account Total:		69,111.30 DB	18,579.50		87,690.80 DB
	Fund Total:			18,579.50	0.00	
	Grand Total:			45,410.30	1,577.05	

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CITY OF DONNELLY
Payroll Summary For Payrolls from 03/01/18 to 03/01/18

Page: 1 of 2
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Total for Payroll Checks					

		Employee	Employer	Amount	
		-----	-----	-----	
COMA HOURS (Comp Time Accumulated)		25.50		0.00	
HOL HOURS (Holiday Pay)		16.00		344.96	
J001 HOURS (ROAD&STREET)		25.00		496.75	
J006 HOURS (SNOW REMOVAL)		38.00		755.06	
J013 HOURS (WATER MONITORIN)		9.00		178.83	
REG HOURS (Regular Time)		136.00		2,248.00	
SICK HOURS (Sick Time)		9.00		72.00	
GROSS PAY		4,095.60	0.00		
NET PAY		2,940.33	0.00		
DENTAL INS		0.00	37.00		
FIT		298.92	0.00		
HEALTH INS		0.00	536.00		
IDAHO SIT		186.00	0.00		
MEDICARE		59.39	59.39		
PERSI		257.03	428.53		
PERSI CHOICE 40		100.00	0.00		
SOCIAL SECURITY		253.93	253.93		
UNEMPL. INSUR.		0.00	33.01		
VISION		0.00	8.00		
ID FIRST BANK		1,493.76	0.00		
STERLING SAVING		1,184.20	0.00		
US BANK		262.37	0.00		
FIT/SIT BASE		3,738.57	0.00		
MEDICARE BASE		4,095.60	0.00		
PERS BASE		3,785.60	0.00		
SOC SEC BASE		4,095.60	0.00		
UN BASE		4,095.60	0.00		
WC BASE		4,095.60	0.00		
Total			1,355.86		
Total Payroll Expense (Gross Pay + Employer Contributions):			5,451.46		
Check Summary					

Payroll Checks Prev. Out.	\$0.00				
Payroll Checks Issued	\$1,740.00				
Payroll Checks Redeemed	\$0.00				
Payroll Checks Outstanding	\$1,740.00				
Electronic Checks	\$6,592.41				
		Carried Forward	Deduction	Difference	Liab Account
Deductions Accrued		From Previous Month	Checks Issued		
		-----	-----	-----	-----
Social Security	507.86	2109.96	1602.10	1015.72	21702
Medicare	118.78	493.48	374.70	237.56	21702
Unempl. Insur.	33.01	299.53		332.54	21713
Workers' Comp	0.00				21700
FIT	298.92	1188.64	889.72	597.84	21701

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CITY OF DONNELLY
Payroll Summary For Payrolls from 03/01/18 to 03/01/18

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IDAHO SIT	186.00	764.00	578.00	372.00	21703
PERSI	685.56		685.56		21704
DENTAL INS	37.00	37.00	74.00		21706
HEALTH INS	536.00	536.00	1072.00		21705
VISION	8.00	8.00	16.00		21705
PERSI CHOICE 40	100.00		100.00		21704
Total Ded.	2511.13	5436.61	5392.08	2555.66	

**** Carried Forward column only correct if report run for current period.

Total for Payroll Checks				

		Employee	Employer	Amount
		-----	-----	-----
MCC HOURS (Mayor & City Council)		400.00		1,600.00
GROSS PAY		1,600.00	0.00	
NET PAY		1,037.68	0.00	
FIT		50.00	0.00	
IDAHO SIT		25.00	0.00	
MEDICARE		23.20	23.20	
PERSI		81.48	135.84	
PERSI CHOICE 40		250.00	0.00	
PERSI-2		33.44	46.64	
SOCIAL SECURITY		99.20	99.20	
MOUNTAM FCU		256.68	0.00	
STERLING SAVING		342.64	0.00	
US BANK		438.36	0.00	
FIT/SIT BASE		1,235.08	0.00	
MEDICARE BASE		1,600.00	0.00	
PERS BASE		1,600.00	0.00	
SOC SEC BASE		1,600.00	0.00	
WC BASE		1,600.00	0.00	
Total			304.88	
Total Payroll Expense (Gross Pay + Employer Contributions):			1,904.88	
Check Summary				

Payroll Checks Prev. Out.	\$1,740.00			
Payroll Checks Issued	\$0.00			
Payroll Checks Redeemed	\$0.00			
Payroll Checks Outstanding	\$1,740.00			
Electronic Checks	\$1,585.08			
		Carried Forward	Deduction	Difference
Deductions Accrued		From Previous Month	Checks Issued	Liab Account
		-----	-----	-----
Social Security	198.40	706.26		21702
Medicare	46.40	165.18		21702
Workers' Comp	0.00			21700
FIT	50.00	348.92		21701
IDAHO SIT	25.00	211.00		21703
PERSI	217.32		217.32	21704
PERSI-2	80.08		80.08	21704
PERSI CHOICE 40	250.00		250.00	21704
Total Ded.	867.20	1431.36	547.40	1751.16

**** Carried Forward column only correct if report run for current period.

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CITY OF DONNELLY
Payroll Summary For Payrolls from 03/15/18 to 03/15/18

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Total for Payroll Checks

	Employee -----	Employer -----	Amount -----
COMA HOURS (Comp Time Accumulated)	24.00		0.00
J001 HOURS (ROAD&STREET)	5.00		99.35
J006 HOURS (SNOW REMOVAL)	65.00		1,291.55
J013 HOURS (WATER MONITORIN)	10.00		198.70
REG HOURS (Regular Time)	144.00		2,462.00
SICK HOURS (Sick Time)	2.00		16.00
VACA HOURS (Vacation Time Used)	8.88		71.04
GROSS PAY	4,138.64	0.00	
NET PAY	2,990.69	0.00	
DENTAL INS	0.00	37.00	
FIT	289.88	0.00	
HEALTH INS	0.00	536.00	
IDAHO SIT	191.00	0.00	
MEDICARE	60.02	60.02	
PERSI	250.45	417.55	
PERSI CHOICE 40	100.00	0.00	
SOCIAL SECURITY	256.60	256.60	
UNEMPL. INSUR.	0.00	33.36	
VISION	0.00	8.00	
ID FIRST BANK	1,614.05	0.00	
STERLING SAVING	1,184.20	0.00	
US BANK	192.44	0.00	
FIT/SIT BASE	3,788.19	0.00	
MEDICARE BASE	4,138.64	0.00	
PERS BASE	3,688.64	0.00	
SOC SEC BASE	4,138.64	0.00	
UN BASE	4,138.64	0.00	
WC BASE	4,138.64	0.00	
Total		1,348.53	
Total Payroll Expense (Gross Pay + Employer Contributions):		5,487.17	

Check Summary

Payroll Checks Prev. Out.	\$1,740.00
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$1,740.00
Electronic Checks	\$3,758.69

	Carried Forward From Previous Month -----	Deduction Checks Issued -----	Difference -----	Liab Account -----
Social Security	513.20	1219.46	1732.66	21702
Medicare	120.04	285.22	405.26	21702
Unempl. Insur.	33.36	332.89	366.25	21713
Workers' Comp	0.00			21700
FIT	289.88	638.80	928.68	21701

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CITY OF DONNELLY
Payroll Summary For Payrolls from 03/15/18 to 03/15/18

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IDAHO SIT	191.00	402.00		593.00	21703
PERSI	668.00		668.00		21704
DENTAL INS	37.00	37.00		74.00	21706
HEALTH INS	536.00	536.00		1072.00	21705
VISION	8.00	8.00		16.00	21705
PERSI CHOICE 40	100.00		100.00		21704
Total Ded.	2496.48	3459.37	768.00	5187.85	

**** Carried Forward column only correct if report run for current period.

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CITY OF DONNELLY
Vacation/Sick Leave Report For Payrolls from 03/01/18 to 03/15/18

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Report ID: P140

		--- Vacation Time ---				----- Sick Time -----			---- Personal Time ---			----- Comp Time -----		
		Anv	as of				as of			as of			as of	
ID	Name	Mth	Accm.	Used	03/15/18	Accm.	Used	03/15/18	Accm.	Used	03/15/18	Accm.	Used	03/15/18
4	Hedges, Cami	Apr	8.66	0.00	51.37	8.00	0.00	109.76	0.00	0.00	0.00	0.00	0.00	0.00
16	Minshall, Kenneth	Sep	6.66	0.00	71.62	8.00	0.00	220.00	0.00	0.00	0.00	48.00	0.00	50.25
7	Wehrli, Rene	Mar	2.00	8.88	0.00	4.00	11.00	4.25	0.00	0.00	0.00	1.50	0.00	0.00
Total			17	9	123	20	11	334	0	0	0	50	0	50

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-32

Meeting Date 03/19/18

AGENDA ITEM INFORMATION

SUBJECT: <i>Resolution 2018-009 Trash Removal Rate Increase</i> PUBLIC HEARING		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:	Water Fund			
TIMELINE:	June 1, 2018			
SUMMARY STATEMENT: Public Testimony was received. This resolution increases the trash removal fee for residential properties in the City fo Donnelly, on June 1, 2018 to \$10.60, January 1, 2019 to \$13.14 plus CPI% and January 1, 2020 to \$15.68 plus CIP%. These rates include a 96gal can for residential use. City will enter into Memo of Understading with Lake Shore Disposal for services.				
RECOMMENDED ACTION: <i>1. Adopt Resolution 2018-009 and authorize Mayor to sign all necessary and required documents.</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
02/26/18	Clerk to update as per discussion and represent to Contractor			

George W. Dorris,
P.O. Bx 280
Donnelly, ID 83615 (163 Eld Lane)

City Council,
Donnelly, ID 83615

3.15.18

Ladies and Gentlemen,

I am unable to attend the hearing for the "Garbage Pickup Contract", and wish to have these comments read into the record, and considered during the debate.

I do not oppose raising the price to the current request of \$10.60 per mo. Inflation since 2007 has totaled to 18.4% so \$10.60 is a fair inflation adjusted price.

I do strongly oppose incorporating the additional two years increases, (2019 and 2020) into the new contract.

The requirement to incorporate ^{CPI}~~CPI~~ essentially applies inflation to their price increase in addition to the dollar amount increase. For example with ^{CPI}~~CPI~~/inflation estimated at 2%, factored in, the price increase for 2019 will be 26%. $(13.14 \times 1.02 = 13.40 \quad 13.40 = 1.26 \times 10.60)$ Twenty six percent in one year is far too great an increase. Given that the requirement to use carts will increase the pickup crew's efficiency, and save time, puts even more money into Lake Shore's profit margin. ^{CPI}

Applying the same ^{CPI}~~CPI~~/inflation rate to the 2020 proposal results in another increase of 20% over the proposed 2019 price. Again, 20% in one year when inflation may be 2% is totally unreasonable.

If Lake Shore insists on increased prices for 2019, 2020, then I suggest we offer 4 to 5% or ^{CPI}~~CPI~~ plus 1%, or some other mechanism to auto adjust the contract through 2020.

If we cannot remove/mitigate the proposed 2019 and 2020 increases, then I suggest we tell them to go pound sand. While I really like the way mandatory pickup helps "beautify" the city, I cannot support a 46% plus increase in cost over a two year period. Nobody in this city will get that kind of pay increase over those years. We provide Lake Shore with a guaranteed income that has been growing slowly over the years as the city has grown. If they don't like the guaranteed income, then we need to part ways. Perhaps we could contract with Meckle or some other provider, contrary to the county contract.

Sincerely

George W. Dorris

George W. Dorris



RESOLUTION NO. 2018-009
TRASH REMOVAL RATE INCREASE

A RESOLUTION OF THE COUNCIL OF THE CITY OF DONNELLY, COUNTY OF VALLEY, STATE OF IDAHO, APPROVING AND AUTHORIZING A TRASH/SOLID WASTE/REFUSE/GARBAGE REMOVAL RATE INCREASE; AND PROVIDING AN EFFECT DATE.

WHEREAS, the Mayor and Council of the City of Donnelly deem it advisable to increase the trash removal rate for residential users;

WHEREAS, a public hearing was held pursuant to Idaho Code § 63-1311A after which the Council considered input given by the public; and,

WHEREAS, the Mayor and Council of the City of Donnelly, by this Resolution, desires to amend and update only those fees and charges contained within this Resolution, while continuing and approving of other fees lawfully charged by the City that are contained elsewhere and not within this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF DONNELLY, COUNTY OF VALLEY, STATE OF IDAHO, as follows:

Section 1: That the City of Donnelly shall hereby increase the Trash Removal rate as follows for Residential services.

	<u>Previous Rate</u>	<u>June 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
Trash Removal Rate:	\$8.56	\$10.60	\$13.14 +CPI%	\$15.68 +CPI%

Includes (1) 96gal Cart

Section 2: That this Resolution amends all previous Resolutions and Ordinances regarding to trash removal fees charged by the City;

Section 3: That any Resolution or provision thereof that is inconsistent with this Resolution is hereby repealed.

Section 4: That this resolution shall be in full force and effective immediately upon its adoption.

PASSED by the City Council this _____ day of _____, 2018.

Brian Koch, Mayor

Attest:

Cami Hedges, City Clerk Treasurer

2017 WCMEDC Annual Review

Posted on December 11, 2017 in [Area Economics](#), [Featured](#)

2017 has been a busy year for WCMEDC. We are making some valuable waves in regional economic programming and are achieving our mission, one win at a time:

"Fulfilling our commitment to a dynamic, sustainable regional economy."

Our top 3 efforts:

1. **Grant writing**—We have secured or will receive in early 2018 the following grant funds and/or programming awards to help us do the work we do. This does NOT include the generous contributions made by our partner organizations (cities, counties, chambers):
 - National Assn. of Realtors Singletrack pathways study grant: \$15,000
 - Cascade Chamber grant for Adventure biking marketing: \$6,750
 - Idaho Dept. of Commerce EDPro grant: \$27,500
 - Idaho Power Marketing Grant: \$1,500
 - Umpqua Bank Community Giving grant: \$4,000
 - City of McCall Match for ED Portal program: \$5,000
 - Cascade Medical Cluster Labor Micro Grant: \$17,900
2. **Programming**—We work closely with the Idaho Department of Labor to promote registered Apprenticeships at the local level, have spearheaded several career and technical education initiatives, are working with other nonprofits on creating more miles of pathways, support the West Central Mountains Housing Trust administratively, host the annual West Central Mountains Economic Summit, provided leadership in the final stages of the America's Best Community contest, perform public relations outreach with local and regional media, assist start-up businesses, and created an economic development and education online portal for our constituents: portal.wcmedc.org.
3. **Business outreach**—We engaged 113 businesses in 2017, on topics ranging from state and federal business retention/expansion resources to help with Marketing. Several companies tapped into Small Business Administration trainings on doing business with the Government, soft skills trainings and finding growth grants and financing. Others are looking into leveraging state of Idaho resources for tax incentives and grants, as well as Dept. of Labor Apprenticeship resources for training the workforce. We also work closely with cities and counties to identify and address policy challenges and opportunities.

In 2018, we will drill down on the following topics, to varying extents. Some we'll execute programming for, others we'll look for policy solutions or may assist partner organizations with capacity building.

- Broadband
- Pathways
- Workforce development/apprenticeships
- Recreation district
- Regional PR/marketing
- Housing strategy
- Open space levy
- Woody biomass
- Regional hospitality alliance

If you have any questions, comments or suggestions on these or other topics, please don't hesitate to reach out.

WCMEDC

208.398.3321

admin@wcmedc.org



WEST CENTRAL MOUNTAINS

ECONOMIC DEVELOPMENT COUNCIL

Valley County • Cascade • Donnelly • McCall • Meadows Valley

WCMEDC 2018 Strategy and Work Plan

In 2018, WCMEDC will continue to fulfill its commitment to a dynamic, sustainable regional economy through business retention and expansion efforts, and promote programming from our regional partners:

- Idaho Department of Commerce
- Idaho Department of Labor
- USDA Rural Development
- Small Business Administration
- Small Business Development Center
- The cities of Cascade, Donnelly, McCall, Meadows Valley, and Valley County
- University of Idaho Extension
- And many others...

Additional efforts to recruit high value "good fit" businesses to our region will incorporate existing existing tools like the Area Sector Analysis Process (ASAP)--a tool for site asset identification and selection--as well as the following community and economic development goals:

- 1) **Broadband—identify potential solutions to broadband and service gaps and facilitation opportunities.**
 - a) Board Treasurer, Gene Tyler, will research this topic extensively to identify potential solutions and paths forward. These will include a priority list of potential infrastructure improvements and costs. Andrew will assist, as needed, and may participate in identifying some funding structures that may result in an action plan among partners.
 - b) Anticipated partners:
 - i) Cable One
 - ii) Frontier
 - iii) State of Idaho
 - iv) City of Ammon
 - v) Wilderness Wireless
 - vi) Hughes Net
- 2) **Pathways--finish regional feasibility study, execute ADV biking marketing plan for Cascade, consolidate water trails resources into a single website.**
 - a) This objective reflects completion of several efforts that were launched in 2017:

- i) Single track feasibility study: IMBA will come to the West Central Mountains in the spring to identify where single track trails can be created within the right-of-way that will connect the cities of Cascade, Donnelly, McCall and the Meadows Valley. After the routes have been flagged, we will need to engage the county to get approvals to build trails and then identify funding and labor partners who can help construct the trails. We have \$21,500 locked in for this project.
 - ii) ADV biking in Cascade: We will work with several media and production partners to create a branding and outreach platform for multi-day adventure bicycling tours based out of Cascade. This will include public relations, wayfinding, maps and web platforms. We have \$7,500 locked in for this project.
 - iii) Water trails web resource consolidation: Consolidate GIS and online resources into a single site with complete resources. Funding TBD
 - b) Anticipated partners:
 - i) Valley County Pathways
 - ii) Payette Land Trust
 - iii) Scenic Byways Group
 - iv) CIMBA
 - v) IMBA
 - vi) Mountain Central Assn. of Realtors
 - vii) Midas Gold
 - viii) Valley County
 - ix) Cascade Chamber
 - x) Chris Joyal
 - xi) Michael McKenzie Inc.
- 3) **Workforce Development--continue apprenticeship outreach with Labor, due diligence on training opportunities at the local level, training in high schools.**
- a) Identify potential businesses who may be able to benefit from utilizing registered apprenticeships as a training, recruitment and retention tool.
 - b) Set up apprenticeships with the US Dept. of Labor and Idaho Dept. of Labor.
 - c) Identify opportunities for expanded Career and Technical Education (CTE) training at the local level by leveraging partnerships with CWI, Ed2Go and others.
 - d) Work with McCall on a gap analysis to identify missing links between student's aspirations and workforce needs. Organize regional apprenticeship fair(s) at the high school level.
 - e) Anticipated partners:
 - i) Summit sign-up individuals
 - ii) School Districts/high schools
 - iii) Labor
 - iv) Commerce
 - v) McCall Chamber
 - vi) Cascade Chamber
 - vii) Donnelly Chamber
 - viii) College of Western Idaho
 - ix) Boise State
 - x) University of Idaho (and Extension)
 - xi) Ponderosa Pavilion
 - xii) Local industry
- 4) **Recreation District--move ahead with this ballot item in the northern end of the county.**
- a) Sherry Maupin will be the lead for this effort. Identify a path forward to obtain necessary signatures, support and outreach. Public input will be critical.
 - b) Shore up the organizational structure and participants.
 - c) Get this on the ballot and get it passed.

- d) Anticipated partners
 - i) Summit sign-up individuals
 - ii) Valley County
 - iii) City of McCall
 - iv) City of Donnelly
 - v) State of Idaho
- 5) **Marketing--portal digital strategy, Facebook ads budget, PR, linking strategies and get website as a nav/resource on government/chamber sites.**
 - a) The marketing committee will include Cynda, Blake, Lin and Eric. Objectives include identifying a digital strategy for the website and social media, producing and distributing collateral on a broader level and identifying additional creative marketing, advertising and branding opportunities. A \$5,000 budget line item may be requested for these efforts (TBD).
 - b) Anticipated partners:
 - i) Buddell Creative
 - ii) Michael McKenzie Inc.
 - iii) Eyespot Creative
 - iv) Idaho Power
 - v) Umpqua Bank
 - vi) City of McCall
- 6) **Housing strategy--Assemble a developer-facing white paper/matrix that shows each community's, the state's and the federal housing incentives--with links to the corresponding program.**
 - a) Will include available properties, incentives available, etc. A matrix will be created that can live on the WCMEDC website. This can be used for developer outreach.
 - b) Provide a point of advocacy for developers and the community.
 - c) Anticipated Partners:
 - i) McCall
 - ii) Donnelly
 - iii) New Meadows
 - iv) Meadows
 - v) Cascade
 - vi) Valley County
 - vii) IHFA
 - viii) Housing Trust
 - ix) Commerce
- 7) **Woody Biomass policy leadership**
 - a) Proposal scope and scale to be determined by Valley County and WCMEDC
 - b) Allocate time to state and national policy work to create a more favorable narrative that will create a more solvent environment for biomass in Idaho.
 - c) Anticipated partners:
 - i) Valley County
 - ii) State of Idaho
 - iii) Sustainable NW
 - iv) Firewise
 - v) Idaho National Lab
 - vi) Idaho Dept. of Lands
 - vii) State of Oregon
 - viii) US Forest Service
 - ix) Forest Collaboratives
 - x) Clearwater Economic Development

8) Due diligence on a regional hospitality alliance

- a) Research and due diligence to identify a possible collective for hospitality industry. Cite models in other mountain towns and their utility and benefit.
- b) Determine if this is needed and what utility it could provide.
- c) Anticipated partners:
 - i) Jackson Hole
 - ii) Ketchum/Sun Valley
 - iii) Hotels, restaurants, resorts, etc.

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number **AB 18-23**

Meeting Date **03/19/18**

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Approve the Horizon Tower LLC Land Lease</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:	General			
TIMELINE:				
SUMMARY STATEMENT: CUP 17-01 was approved by City Council on February 26, 2018. Land lease was reviewed by Attorney and minor changes were requested. Horizon Towers made suggested changes and City Attorney approved said changes. Lease attached for review				
RECOMMENDED ACTION: <i>Approve the land lease for Horizon Towers LLC and authorize Mayor to sign all necessary documents.</i> <i>Instruct Clerk to draft Resolution to allocate land lease funds to funds/accounts.</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
01/22/2018	Tabled until next meeting			
02/26/2018	Request attorney review			

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), dated as of the date below, is entered into by the City of Donnelly, a municipal corporation having a mailing address of PO Box 725, Donnelly, ID 83615 (hereinafter referred to as "**Landlord**") and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, having a mailing address of 117 Town & Country Drive, Suite A, Danville, CA 94526 (hereinafter referred to as "**Tenant**").

BACKGROUND

Landlord owns that certain plot, parcel or tract of land, together with all rights and privileges arising in connection therewith, located at (North Corbett (street address to be determined), City of Donnelly, in the County of Valley, State of Idaho (collectively, the "**Property**"). Tenant desires to use a [fifty foot by fifty foot leased area] portion of the Property in connection with its intention to build a tower structure, provide antenna locations and sublease ground space to federally licensed communications businesses. Landlord desires to grant to Tenant the right to use a portion of the Property ("**Premises**") in accordance with this Agreement.

The parties agree as follows:

1. **PERMITTED USE.** Tenant may use the Premises for the construction of a tower structure that will provide antenna locations for the transmission and reception of communications signals and the installation, construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include any suitable support structure, associated antennas, equipment shelters or cabinets and fencing and any other items necessary to the successful and secure use of the Premises (collectively, the "**Communication Facility**"), as well as the right to test, survey and review title on the Property; Tenant or its Subtenants further have the right to add, modify and/or replace equipment in order to be in compliance with any current or future federal, state or local mandated application, including, but not limited to, emergency 911 communication services, at no additional cost to Landlord (collectively, the "**Permitted Use**"). Landlord and Tenant agree that any portion of the Communication Facility that may be conceptually described on **Exhibit 1** will not be deemed to limit Tenant's Permitted Use. If **Exhibit 1** includes drawings of the initial installation of the Communication Facility, Landlord's execution of this Agreement will signify Landlord's approval of **Exhibit 1**. Tenant or its Subtenants shall have the right to install and operate transmission cables from the equipment shelter or cabinet to the antennas, electric lines from the main feed to the equipment shelter or cabinet and communication lines from the main entry point to the equipment shelter or cabinet, and to make Property improvements, alterations, upgrades or additions appropriate for Tenant's or Subtenants use ("**Tenant Changes**"). Tenant Changes include the right to construct a fence around the Premises and undertake any other appropriate means to secure the Premises. Tenant agrees to comply with all applicable governmental laws, rules, statutes and regulations, relating to its use of the Communication Facility on the Property. Tenant or its Subtenants shall have the right to modify, supplement, replace, upgrade, expand the equipment, increase the number of antennas or relocate the Communication Facility within the Premises at any time during the term of this Agreement. Tenant or its Subtenants will be allowed to make such alterations to the Property in order to accomplish Tenant's Changes or to insure that Tenant's or Subtenants' Communication Facility complies with all applicable federal, state or local laws, rules or regulations.

2. TERM.

(a) The initial lease term will be five (5) years ("**Initial Term**"), commencing upon the Commencement Date, as defined below. The Initial Term will terminate on the last day of the month in which the fifth (5th) annual anniversary of the Commencement Date occurs.

(b) This Agreement will automatically renew for six (6) additional five (5) year term(s) (each five (5) year term shall be defined as the "**Extension Term**"), upon the same terms and conditions unless the Tenant notifies the Landlord in writing of Tenant's intention not to renew this Agreement at least sixty (60) days prior to the expiration of the existing Term.

(c) If Tenant remains in possession of the Premises after the termination or expiration of this Agreement then Tenant will be deemed to be occupying the Premises on a month to month basis (the "**Holdover Term**"), subject to the terms and conditions of this Agreement.

(d) The Initial Term, the Extension Term and the Holdover Term are collectively referred to as the Term ("**Term**").

3. RENT.

(a) Commencing on the date that Tenant commences construction (the "**Commencement Date**"), Tenant will pay the Landlord a monthly rental payment of Seven Hundred Fifty Dollars (\$750.00) ("**Rent**"), including the first provider tenant and an additional Two Hundred Fifty (\$250.00) for each subsequent provider tenant at the address set forth above on or before the fifth (5th) day of each calendar month in advance. Rent will be prorated for any partial month. The initial Rent payment will be forwarded by Tenant to Landlord within thirty (30) days after the Commencement Date. In addition, in the event Tenant subleases space on the Premises to more than one Subtenant, Tenant will pay the Landlord in arrears on the 15th day of each month a monthly rental payment equal to Two Hundred Fifty Dollars (\$250.00) for the second and each subsequent Subtenant from whom Tenant has actually received rental payments during the preceding month.

(b) In year one (1) of each Extension Term, the monthly Rent will increase by ten (10-%) over the Rent paid during the previous Term.

(c) During the Holdover Term the monthly Rent shall be one hundred and fifteen percent (115%) of the Rent paid at the expiration of the Agreement.

4. APPROVALS.

(a) Landlord agrees that Tenant's ability to use the Premises is contingent upon the suitability of the Premises for Tenant's Permitted Use and Tenant's ability to obtain all Government Approvals. Landlord authorizes Tenant to prepare, execute and file all required applications to obtain Government Approvals for Tenant's Permitted Use under this Agreement and agrees to reasonably assist Tenant with such applications.

(b) Tenant has the right to obtain a title report or commitment for a leasehold title policy from a title insurance company of its choice and to have the Property surveyed by a surveyor of Tenant's choice. In the event Tenant determines, in its sole discretion, due to the title report results or survey results, that the condition of the Premises is unsatisfactory, Tenant will have the right to terminate this Agreement upon notice to Landlord.

(c) Tenant may also perform and obtain, at Tenant's sole cost and expense, soil borings, percolation tests, engineering procedures, environmental investigation or other tests or reports on, over, and under the Property, necessary to determine if the Tenant's use of the Premises will be compatible with Tenant's engineering specifications, system, design, operations or Government Approvals.

5. TERMINATION. This Agreement may be terminated, without penalty or further liability, as follows:

(a) by either party on thirty (30) days prior written notice, if the other party remains in default under Paragraph 14 Default and Right to Cure of this Agreement after the applicable cure periods;

(b) by Tenant upon written notice to Landlord, if Tenant is unable to obtain, or maintain, any required approval(s) or the issuance of a license or permit by any agency, board, court or other governmental authority necessary for the construction or operation of the Communication Facility as now and hereafter intended by Tenant; or if Tenant determines in its sole discretion that the cost of obtaining or retaining the same is commercially unreasonable; ~~or~~

(c) by Tenant on sixty (60) days prior written notice for any reason, so long as Tenant pays Landlord a termination fee equal to three (3) months Rent, at the then current rate, provided, however, that no such termination fee will be payable on account of the termination of this Agreement by Tenant under any one or more of Paragraphs 4(b) Approvals, 5(a) Termination, 5(b) Termination, 7 Interference, 10(d) Environmental, 17 Severability, 18 Condemnation or 19 Casualty of this Agreement; ~~or~~

(d) by Landlord for any reason, on one hundred eighty (180) days' written notice at any time for any reason, after the expiration of the first 30 years of this agreement Agreement.

6. **INSURANCE.** Tenant will carry during the Term, at its own cost and expense, the following insurance: (i) "All Risk" property insurance for its property's replacement cost; (ii) commercial general liability insurance with a minimum limit of liability of \$2,000,000 combined single limit for bodily injury or death/property damage arising out of any one occurrence; and (iii) Workers' Compensation Insurance as required by law. It is understood and agreed that the coverage afforded by Tenant's commercial general liability insurance also applies to Landlord as an additional insured, but only with respect to Landlord's liability arising out of its interest in the Property.

7. **INTERFERENCE.**

(a) Where there are existing radio frequency user(s) on the Property, the Landlord will provide Tenant with a list of all existing radio frequency user(s) on the Property to allow Tenant to evaluate the potential for interference. Tenant warrants that its or its Subtenants use of the Premises will not interfere with existing radio frequency user(s) on the Property so disclosed by Landlord, as long as the existing radio frequency user(s) operate and continue to operate within their respective frequencies and in accordance with all applicable laws and regulations.

(b) Landlord will not grant, after the date of this Agreement, a lease, license or any other right to any third party for the use of the Property, if such use may in any way adversely affect or interfere with Tenant's Communication Facility, including its Tower Structure. Landlord will notify Tenant in writing prior to granting any third party the right to install and operate communications equipment on the Property. Nothing contained herein will restrict Tenant nor its successors and assigns or Subtenants from installing and modifying its communications equipment.

(c) Landlord will not use, nor will Landlord permit its employees, tenants, licensees, invitees or agents to use, any portion of the Property in any way which interferes with the operations of Tenant or the rights of Tenant under this Agreement. Landlord will cause such interference to cease within twenty-four (24) hours after receipt of notice of interference from Tenant. In the event any such interference does not cease within the aforementioned cure period then the parties acknowledge that Tenant will suffer irreparable injury, and therefore, Tenant will have the right, in addition to any other rights that it may have at law or in equity, for Landlord's breach of this Agreement, to elect to enjoin such interference or to terminate this Agreement upon notice to Landlord.

8. **INDEMNIFICATION.**

(a) Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Tenant's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Landlord, its employees, agents or independent contractors.

(b) Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all injury, loss, damage or liability (or any claims in respect of the foregoing), costs or expenses (including reasonable attorneys' fees and court costs) arising directly from the installation, use, maintenance, repair or removal of the Communication Facility or Landlord's breach of any provision of this Agreement, except to the extent attributable to the negligent or intentional act or omission of Tenant, its employees, agents or independent contractors.

(c) Notwithstanding anything to the contrary in this Agreement, Tenant and Landlord each waive any claims that each may have against the other with respect to consequential, incidental or special damages.

9. WARRANTIES.

(a) Tenant and Landlord each acknowledge and represent that it is duly organized, validly existing and in good standing and has the right, power and authority to enter into this Agreement and bind itself hereto through the party set forth as signatory for the party below.

(b) Landlord represents and warrants that: (i) Landlord solely owns the Property as a legal lot in fee simple, or controls the Property by lease or license; (ii) the Property is not encumbered by any liens, restrictions, mortgages, covenants, conditions, easements, leases, or any other agreements of record or not of record, which would adversely affect Tenant's Permitted Use and enjoyment of the Premises under this Agreement; (iii) as long as Tenant is not in default then Landlord grants to Tenant sole, actual, quiet and peaceful use, enjoyment and possession of the Premises; (iv) Landlord's execution and performance of this Agreement will not violate any laws, ordinances, covenants or the provisions of any mortgage, lease or other agreement binding on the Landlord; and (v) if the Property is or becomes encumbered by a deed to secure a debt, mortgage or other security interest, Landlord will use best efforts to provide promptly to Tenant a mutually agreeable Subordination, Non-Disturbance and Attornment Agreement.

10. ENVIRONMENTAL.

(a) Landlord represents and warrants that the Property is free of hazardous substances as of the date of this Agreement, and, to the best of Landlord's knowledge, the Property has never been subject to any contamination or hazardous conditions resulting in any environmental investigation, inquiry or remediation. Landlord and Tenant agree that each will be responsible for compliance with any and all environmental and industrial hygiene laws, including any regulations, guidelines, standards, or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene condition or other matters as may now or at any time hereafter be in effect, that are now or were related to that party's activity conducted in or on the Property.

(b) Landlord and Tenant agree to hold harmless and indemnify the other from, and to assume all duties, responsibilities and liabilities at the sole cost and expense of the indemnifying party for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to the indemnifying party's failure to comply with any environmental or industrial hygiene law, including without limitation any regulations, guidelines, standards or policies of any governmental authorities regulating or imposing standards of liability or standards of conduct with regard to any environmental or industrial hygiene conditions or matters as may now or hereafter be in effect. Landlord agrees to hold harmless and indemnify the Tenant from, and to assume all duties, responsibilities and

liabilities at its sole cost and expense for, payment of penalties, sanctions, forfeitures, losses, costs or damages, and for responding to any action, notice, claim, order, summons, citation, directive, litigation, investigation or proceeding which is related to any environmental or industrial hygiene conditions that arise out of or are in any way related to the condition of the Property, except to the extent that any such environmental or other conditions are caused by the Tenant.

(c) The indemnifications of this Paragraph 10 Environmental specifically include reasonable costs, expenses and fees incurred in connection with any investigation of Property conditions or any clean-up, remediation, removal or restoration work required by any governmental authority. The provisions of this Paragraph 10 Environmental will survive the expiration or termination of this Agreement.

(d) In the event Tenant becomes aware of any hazardous materials on the Property, or any environmental or industrial hygiene condition or matter relating to the Property that, in Tenant's sole determination, renders the condition of the Premises or Property unsuitable for Tenant's use, or if Tenant believes that the leasing or continued leasing of the Premises would expose Tenant to undue risks of government action, intervention or third-party liability, Tenant will have the right, in addition to any other rights it may have at law or in equity, to terminate the Agreement upon notice to Landlord.

11. **ACCESS.** At all times throughout the Term of this Agreement, and at no additional charge to Tenant, Tenant and its employees, agents, Subtenants and subcontractors, will have twenty-four (24) hour per day, seven (7) day per week pedestrian and vehicular access to and over the Property, from an open and improved public road to the Premises, for the installation, maintenance and operation of the Communication Facility and any utilities serving the Premises and Landlord grants to Tenant an easement for such access. Upon Tenant's request, Landlord will execute a separate recordable easement evidencing this right. In the event any public utility is unable to use the access or easement provided to Tenant then the Landlord agrees to grant additional access or an easement either to Tenant or to the public utility, for the benefit of Tenant, at no cost to Tenant.

12. **REMOVAL/RESTORATION.** All portions of the Communication Facility brought onto the Property by Tenant or its Subtenants will be and remain Tenant's or its Subtenants personal property and, at Tenant's or its Subtenants option, may be removed by Tenant or its Subtenants at any time during the Term. Landlord covenants and agrees that no part of the Communication Facility constructed, erected or placed on the Premises by Tenant or its Subtenants will become, or be considered as being affixed to or a part of, the Property, it being the specific intention of the Landlord that all improvements of every kind and nature constructed, erected or placed by Tenant or its Subtenants on the Premises will be and remain the property of the Tenant and its Subtenants and may be removed by Tenant or its Subtenants at any time during the Term. ~~Notwithstanding the foregoing, at the earlier of the expiration or termination of this Agreement, Tenant will not be responsible for the replacement of any trees, shrubs, or other vegetation, nor will Tenant be required to remove from the Premises or the Property any foundations, underground utilities, or any part of the Communication Facility. The Communication Facility, including all below-grade foundation, conduits, and improvements to the Property (up to a depth of two feet (2') below grade), shall be removed by Tenant upon the expiration or termination of this Agreement, unless otherwise agreed to in writing by the parties. Tenant will be responsible for the replacement of any dirt to bring Property up to grade.~~

13. **MAINTENANCE/UTILITIES.**

(a) Tenant will keep and maintain the Premises in good condition, reasonable wear and tear and damage from the elements excepted. Landlord will maintain and repair the Property and access

thereto, in good and tenantable condition, subject to reasonable wear and tear and damage from the elements.

(b) Tenant will be responsible for paying on a monthly or quarterly basis if necessary, all utilities charges for electricity, telephone service or any other utility used or consumed by Tenant on the Premises. In the event Tenant cannot secure its own metered electrical supply, Tenant will have the right, at its own cost and expense, to submeter from the Landlord. When submetering is necessary and available, Landlord will read the meter on a monthly or quarterly basis and provide Tenant with the necessary usage data in a timely manner to enable Tenant to compute such utility charges. Failure by Landlord to perform this function will limit utility fee recovery by Landlord to a 12-month period. Landlord will fully cooperate with any utility company requesting an easement over, under and across the Property in order for the utility company to provide service to the Tenant. Landlord will not be responsible for interference with, interruption of or failure, beyond the reasonable control of Landlord, of such services to be furnished or supplied by Landlord.

(a) The following will be deemed a default by Tenant and a breach of this Agreement: (i) non-payment of Rent if such Rent remains unpaid for more than thirty (30) days after receipt of written notice from Landlord of such failure to pay; or (ii) Tenant's failure to perform any other term or condition under this Agreement within forty-five (45) days after receipt of written notice from Landlord specifying the failure. No such failure, however, will be deemed to exist if Tenant has commenced to cure such default within such period and provided that such efforts are prosecuted to completion with reasonable diligence. Delay in curing a default will be excused if due to causes beyond the reasonable control of Tenant. If Tenant remains in default beyond any applicable cure period, Landlord will have the right to exercise any and all rights and remedies available to it under law and equity.

15. **ASSIGNMENT/SUBLEASE.** Tenant will have the unrestricted right to assign this Agreement or sublease the Premises and its rights herein, in whole or in part, without the Landlord's consent. Upon ~~notification to Landlord of such assignment,~~ Landlord's consent, which will not be unreasonably denied, delayed or conditioned, and successful execution of such assignment, Tenant will be relieved of all future performance, liabilities and obligations under this Agreement. Additionally, Landlord agrees that Tenant may mortgage, hypothecate or grant a security interest in the Agreement and the Communication Facilities, and may assign the Agreement or any rights therein and the Communication Facilities to any mortgagees or holders of security interests, including their successors or assigns (collectively "**Mortgagees**"), provided such Mortgagees' interests in the Agreement are subject to any and all of the terms and provisions of the Agreement. In such event, Landlord shall execute such consent or acknowledgements to leasehold financing as may reasonably be required by Mortgagees. Execution of any Mortgagee required documents shall not be unreasonably withheld, conditioned or delayed.

If to Tenant: Horizon Tower Limited Partnership-II
c/o Horizon Tower, LLC, its Operations Partner
Attn: Lease Administration
Re: Site # ; Site Name: **Donnelly**
117 Town & Country Drive, Suite A
Danville, CA 94526

If to Landlord: City of Donnelly
PO Box 725;
Donnelly, ID 83615

Either party hereto may change the place for the giving of notice to it by thirty (30) days prior written notice to the other as provided herein.

17. **SEVERABILITY.** If any term or condition of this Agreement is found unenforceable, the remaining terms and conditions will remain binding upon the parties as though said unenforceable provision were not contained herein. However, if the invalid, illegal or unenforceable provision materially affects this Agreement then the Agreement may be terminated by either party on ten (10) business days prior written notice to the other party hereto.

18. **CONDEMNATION.** In the event Landlord receives notification of any condemnation proceedings affecting the Property, Landlord will provide notice of the proceeding to Tenant within forty-eight (48) hours. If a condemning authority takes all of the Property, or a portion sufficient, in Tenant's reasonable determination, to render the Premises unsuitable for Tenant, this Agreement will terminate as of the date the title vests in the condemning authority. The parties will each be entitled to pursue their own separate awards in the condemnation proceeds, which for Tenant will include, where applicable, the value of its Communication Facility, moving expenses, prepaid Rent, and business dislocation expenses, provided that any award to Tenant will not diminish Landlord's recovery. Tenant will be entitled to reimbursement for any prepaid Rent on a prorata basis.

19. **CASUALTY.** Landlord will provide notice to Tenant of any casualty affecting the Property within forty-eight (48) hours of the casualty. If any part of the Communication Facility or Property is damaged by fire or other casualty so as to render the Premises unsuitable, in Tenant's sole determination, then Tenant may terminate this Agreement by providing written notice to the Landlord, which termination will be effective as of the date of such damage or destruction. Upon such termination, Tenant will be entitled to collect all insurance proceeds payable to Tenant on account thereof and to be reimbursed for any prepaid Rent on a prorata basis.

20. **WAIVER OF LANDLORD'S LIENS.** Landlord waives any and all lien rights it may have, statutory or otherwise, concerning the Tenant's and its Subtenants Communication Facility or any portion thereof, including the Tower Structure. The Communication Facility shall be deemed personal property for purposes of this Agreement, regardless of whether any portion is deemed real or personal property under applicable law, and Landlord consents to Tenant's and its Subtenants right to remove all or any portion of the Communication Facility from time to time in Tenant's and its Subtenants sole discretion and without Landlord's consent.

21. **MISCELLANEOUS.**

(a) **Amendment/Waiver.** This Agreement cannot be amended, modified or revised unless done in writing and signed by an authorized agent of the Landlord and an authorized agent of the Tenant. No provision may be waived except in a writing signed by both parties.

(b) **Memorandum/Short Form Lease.** Either party will, at any time upon fifteen (15) business days prior written notice from the other, execute, acknowledge and deliver to the other a recordable Memorandum or Short Form of Lease. Either party may record this Memorandum or Short Form of Lease at any time, in its absolute discretion.

(c) **Bind and Benefit.** The terms and conditions contained in this Agreement will run with the Property and bind and inure to the benefit of the parties, their respective heirs, executors, administrators, successors and assigns.

(d) **Entire Agreement.** This Agreement and the exhibits attached hereto, all being a part hereof, constitute the entire agreement of the parties hereto and will supersede all prior offers, negotiations and agreements with respect to the subject matter of this Agreement.

(e) **Governing Law.** This Agreement will be governed by the laws of the state in which the Premises are located, without regard to conflicts of law.

(f) **Interpretation.** Unless otherwise specified, the following rules of construction and interpretation apply: (i) captions are for convenience and reference only and in no way define or limit the construction of the terms and conditions hereof; (ii) use of the term “including” will be interpreted to mean “including but not limited to”; (iii) whenever a party’s consent is required under this Agreement, except as otherwise stated in the Agreement or as same may be duplicative, such consent will not be unreasonably withheld, conditioned or delayed; (iv) exhibits are an integral part of the Agreement and are incorporated by reference into this Agreement; (v) use of the terms “termination” or “expiration” are interchangeable; and (vi) reference to a default will take into consideration any applicable notice, grace and cure periods.

(g) **Estoppel.** Either party will, at any time upon twenty (20) business days prior written notice from the other, execute, acknowledge and deliver to the other a statement in writing (i) certifying that this Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying this Agreement, as so modified, is in full force and effect) and the date to which the Rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to such party’s knowledge, any uncured defaults on the part of the other party hereunder, or specifying such defaults if any are claimed. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Premises. The requested party’s failure to deliver such a statement within such time will be conclusively relied upon by the requesting party that (i) this Agreement is in full force and effect, without modification except as may be properly represented by the requesting party, (ii) there are no uncured defaults in either party’s performance, and (iii) no more than one month’s Rent has been paid in advance.

(h) **No Electronic Signature/No Option.** The submission of this Agreement to any party for examination or consideration does not constitute an offer, reservation of or option for the Premises based on the terms set forth herein. This Agreement will become effective as a binding Agreement only upon the handwritten legal execution, acknowledgment and delivery hereof by Landlord and Tenant.

(i) **Ground Lease - First Right of Refusal.** Tenant shall have the First Right of Refusal to purchase this underlying Lease Agreement if a third party makes a written offer of purchase to Landlord. Tenant shall have twenty (20) business days upon receipt of written notice by Landlord to meet any legitimate offer made for the purchase of this Agreement and all rights and interest herein. If Tenant does not respond in writing within said twenty (20) days, then Tenant shall have waived its First Right of Refusal.

(j) **Exclusivity.** The Landlord will not enter into, or permit an affiliate of the Landlord to enter into, a lease, license or other agreement during the term hereof with another party, which agreement permits on the Property or on adjacent property owned, controlled or managed by Landlord or any affiliate of Landlord, the uses permitted herein or similar thereto.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be effective as of the last date written below.

Corporation

“LANDLORD”

City of Donnelly, a Municipal

By: _____

Print Name: _____

Its: _____

Date: _____

By: _____

Print Name: _____

Its: _____

Date: _____

“TENANT”

Horizon Tower Limited Partnership-II, a
Kansas limited partnership

By: Horizon Tower, LLC, its Operations
Partner

By: _____

Print Name: _____

Its: _____

Date: _____

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 201__, by and between the City of Donnelly, a municipal corporation,
as Landlord, and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, as Tenant.

The Premises are described and/or depicted as follows:

[INSERT SITE SKETCH]

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEMORANDUM OF LEASE

[FOLLOWS ON NEXT PAGE]

Return to:

Horizon Tower, LLC
117 Town & Country Drive, Suite A
Danville, CA 94526

Site Name: Donnelly

Site No.: _____

State: Idaho

County: Valley

MEMORANDUM OF LEASE

This Memorandum of Lease is entered into on this ____ day of _____, 201__, by and between the City of Donnelly, a municipal corporation, having a mailing address of PO Box 725, Donnelly, ID 83615 (hereinafter referred to as "Landlord") and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, with an office at 117 Town & Country Drive, Suite A, Danville, CA 94526 (hereinafter referred to as "Tenant").

1. Landlord and Tenant entered into a certain Lease Agreement ("Agreement") on the ____ day of _____, 201__, for the purpose of installing, operating and maintaining a communications facility and other improvements. All of the foregoing are set forth in the Agreement.
2. The term of the Agreement is for an Initial Term of five (5) years commencing on the date that Tenant commences construction and ending on the last day of the month in which the fifth (5th) anniversary of the Commencement Date occurs, with six (6) successive five (5) year options to renew.
3. The portion of the land being leased to Tenant (the "Premises") is described in **Exhibit 1** annexed hereto.
4. The Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, successors, and assigns, subject to the provisions of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Lease as of the day and year first above written.

Corporation

"LANDLORD"

City of Donnelly, a Municipal

By: _____

Print Name: _____

Its: _____

Date: _____

"TENANT"

Horizon Tower Limited Partnership-II, a
Kansas Limited Partnership

By: Horizon Tower, LLC, its Operations
Partner

By: _____

Print Name: _____

Its: _____

Date: _____

LANDLORD ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF _____)
) ss:
COUNTY OF _____)

On the ____ day of _____, 201____, before me personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

TENANT ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss:
COUNTY OF CONTRA COSTA)

On the ____ day of _____, 201____, before me, _____, Notary Public, personally appeared John Kapulica, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT 1

DESCRIPTION OF PREMISES

Page ____ of ____

to the Agreement dated _____, 20__, by and between the City of Donnelly, a municipal corporation.

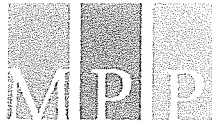
as Landlord, and Horizon Tower Limited Partnership-II, a Kansas Limited Partnership, by Horizon Tower, LLC, its Operations Partner, as Tenant.

The Premises are described and/or depicted as follows: (See attached drawings)

Notes:

1. This Exhibit may be replaced by a land survey and/or construction drawings of the Premises once received by Tenant.
2. Any setback of the Premises from the Property's boundaries shall be the distance required by the applicable governmental authorities.
3. Width of access road shall be the width required by the applicable governmental authorities, including police and fire departments.
4. The type, number and mounting positions and locations of antennas and transmission lines are illustrative only. Actual types, numbers and mounting positions may vary from what is shown above.

MEETING DATE	ACTION



MILLEMANN, PITTENGER & PEMBERTON LLP
ATTORNEYS AT LAW

Mailing Address: P.O. Box 1066, McCall, ID 83638
Physical Address: 706 North First St., McCall, ID 83638

STEVEN J. MILLEMANN (sjm@mpmplaw.com)
AMY N. PEMBERTON (amy@mpmplaw.com)
AMY K. HOLM (aholm@mpmplaw.com)

TELEPHONE (208) 634-7641
FACSIMILE (208) 634-4516

March 6, 2018

VIA Email

Cami Hedges
City Clerk Treasurer
City of Donnelly
P.O. Box 725
Donnelly, Idaho 83615
Email: chedges@cityofdonnelly.org

Re: March 19th meeting – Donnelly Public Library District request for conveyance

Dear Ms. Hedges:

On behalf of my client, the Board of Trustees of the Donnelly Public Library District ("the District"), we are requesting to be placed on the March 19, 2018 Donnelly City Council meeting agenda. The District is requesting conveyance of the library property from the City of Donnelly to the District. Attached hereto are documents for the Council's consideration including the following:

1. the July 7, 2009 Memorandum of Understanding Between the Lenox P. Milam Living Trust, The Willis B. Johnson Living Trust, the City of Donnelly, and the Friends of the Donnelly Library, Inc.;
2. the July 7, 2009 Warranty Deed Instrument #343061;
3. the February 15, 2018 letter from the Friends of the Donnelly Library;
4. the February 27, 2018 letter from George E. Betts who is the Personal Representative of the Estates of Willis B. Johnson and Lennox P. Milam; and
5. the Donnelly Library Background and History prepared by George Betts.

There is a mechanism under Idaho Code for the City of Donnelly to convey this land to the District. Idaho Code §50-1401, 50-1403(4) et seq. is intended to allow cities the general authority to sell or convey city owned property for the public interest. "The city council shall have the power to sell, exchange or convey, by good and sufficient deed or other appropriate instrument in writing, any real property owned by the city which is underutilized or which is not used for public purposes." I.C. §50-1401. (emphasis added).

The District asks that the City consider this request at the March 19th Council meeting and declare its intent to convey the library property to the Donnelly Public Library District. We then need to publish in the Star News and provide notice of a public hearing before the City Council. The publication needs to occur at least 14 days before the public hearing. I.C. §50-1402.

We believe that transferring the library property to the District would do the following:

- consolidate the library resources and allow for efficient management and sustainability
- enable the board to raise money for and complete regular maintenance and operations
- meet the intent of the original donors of the building
- honor the intent of the volunteers and donors to the library over the years
- enable the Board to effectively raise money and plan for expansion.

The District requests that after the public hearing, the City of Donnelly convey the library property to the District based on its authority to make such conveyance.

Please let us know if you need anything else for the upcoming meeting and the Council's consideration. Thank you.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Amy K. Holm', written in dark ink.

Amy K. Holm

AKH/hp
Enclosures
Cc: Client

Document No. 1

SCANNED

MEMORANDUM OF UNDERSTANDING

BETWEEN

THE LENOX P. MILAM LIVING TRUST

AND

THE WILLIS B. JOHNSON LIVING TRUST

AND

THE CITY OF DONNELLY,

AND

THE FRIENDS OF THE DONNELLY LIBRARY, INC.

JULY 7, 2009

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is made and entered into this 7th day of July, 2009, by and between the Lenox P. Milam Living Trust ("Milam Trust"); the Willis B. Johnson Living Trust ("Johnson Trust"); the City of Donnelly ("Donnelly"); and, the Friends of the Donnelly Library, Inc., ("Friends") an Idaho non-profit corporation. This MOU shall cover specific responsibilities and obligations to be undertaken by the City, Milam Trust, Johnson Trust, and Friends to create a viable library in the City of Donnelly, County of Valley, State of Idaho.

WHEREAS, all parties agree to work together in good faith towards the goal of opening and maintaining a public library ("Donnelly Library") to benefit the residences of Donnelly and surrounding areas;

WHEREAS, all parties agree to cooperate to gain further funding through, but not limited to, donations, fund raisers, thrift store sales, and grants; and,

WHEREAS, all parties agree to cooperate to revise this MOU to reflect current service levels, budgets and party obligations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Section 1. *Obligations of the Lenox P. Milam Living Trust and Willis B. Johnson Living Trust:*

1.1. The Milam Trust shall donate the lot at 150 East State Street and the structure thereon to the City Donnelly by Warranty Deed to be used as the Donnelly Public Library in accordance with the terms of the Trust. Said Deed is attached hereto as EXHIBIT A and incorporated herein by reference;

1.2. The Milam Trust and the Johnson Trust shall work with the City regarding the design and operation of the building;

1.3. The Milam Trust and Johnson Trust shall work with the City and the Friends to manage the maintenance and operation of the Library; and,

1.4. The Milam Trust and Johnson Trust shall provide a member for the Donnelly Library advisory board created by the City of Donnelly ("Library Board").

Section 2. *Obligations of the City of Donnelly:*

2.1. Donnelly shall accept the donation of the land and building in order to create and open the Donnelly Library;

2.3 Donnelly shall accept the donation of the Donnelly Library donations designated for the buying, maintaining, and operation of a building for the Donnelly library ("Building Funds") to be kept in a separate Donnelly fund account;

2.4. Donnelly shall create a separate Donnelly Library accounting system where all funds donated or designated for the Donnelly Library will be held separately from other Donnelly funds ("Library Account");

2.5. Donnelly shall provide a professional construction project manager for the management of construction and building improvements as well as set up weekly status meetings with all stakeholders until such time that the building is operational;

2.6. Donnelly's City Council shall create, supervise and oversee a advisory Library Board, operations, budget, maintenance, and any and all activity involving the Donnelly Library;

2.7. Donnelly shall designate a Donnelly official to be a member of the Library Board;

2.8. Donnelly shall prepare and administer a budget for maintenance of the Donnelly Library;

2.9. Donnelly shall maintain the Library building, e.g., building maintenance, and repair, snow removal, landscaping maintenance, etc.;

2.10. Donnelly shall provide the labor to hook-up the water and sewer to the Donnelly Library building;

2.11. Donnelly shall provide trash collection and recycling;

2.12. Donnelly shall provide landscaping labor and landscaping maintenance;

2.13. Donnelly shall facilitate the remainder of the land use applications necessary for the Donnelly Library to receive its occupancy permit, including but not limited to , drainage plan, landscaping plan, sign permits, etc.;

2.14. Donnelly shall provide a plaque, or monument, or some equivalent honoring and acknowledging Willis B. Johnson and Lenox P. Milam as the library benefactors, and such monument shall be approved by Mr. Lenox P. Milam; and,

2.15. Donnelly shall work in good faith with all interested parties to apply for and administer grants to benefit the Donnelly Library, including, but not limited to, grants for computers, books, assets, staff and programming.

Section 3. *Obligations of the Friends of the Donnelly Library, Inc.*

3.1. The Friends shall donate any and all fund designated as "building funds" to the City to be deposited in the Library Account for the purpose of library improvements;

3.2. The Friends shall work with all parties to facilitate the operation of the Donnelly Library operation and programming; and,

RB ~~3.3. The Friends shall work with all parties to facilitate the operation of a thrift store to benefit the Donnelly Library:]~~

3.4. The Friends shall maintain its non-profit 501(c) 3 status and work diligently to raise funds for the benefit of the Donnelly Library.

Section 4. *Salary or Benefits:*

4.1. At this time, no benefits shall be provided by Donnelly for staff and/or volunteers who work for or for the benefit of the Donnelly Library. However, in the event that Donnelly is able to fund a full time staff member for the Donnelly Library, salary and benefits may be offered to such staff member at that time.

Section 5. *Terms of this Memorandum of Understanding:*

5.1. This memorandum of Understanding shall be for a term of two (2) years, and shall, unless agreed to by the Parties, renew automatically for a periods of 1 year.

Section 6. *Notices:*

6.1. Any notice which a party may desire to give to another party must be in writing and may be giving by personal delivery; by mailing the same by registered or certified mail, return receipt requested, postage prepaid; or by Federal Express or other reputable delivery service; or by acknowledged facsimile; or by acknowledged electronic-mail; to the party to whom the notice is directed at the address of such party as set forth below:

THE LENOX P. MILAM LIVING TRUST

Mr. Lenny Milam, Trustee
P.O. Box 535
Donnelly, Idaho 83615
Tel.: (208) 325-8396

THE WILLIS B. JOHNSON LIVING TRUST

Mr. George Betts, Trustee
P.O. Box 209
Donnelly, Idaho 83615
Tel.: (208) 325-8611
Cell: (208) 761-3245

FRIENDS OF THE DONNELLY LIBRARY, INC.

Ms. Reese Burton, President
P.O. Box 403
Donnelly, Idaho 83615
Tel.: (208) 634-8263

CITY OF DONNELLY

Ms. Judy Linman, City Clerk
P.O. Box 725
Donnelly, Idaho 83615
Tel.: (208) 325-8859
Fax.: (208) 325-4091

Section 7. *Entire Agreement:*

7.1. This document constitutes the entire understanding of the parties and shall supersede all previous agreements entered into. This document shall be construed in accordance with the laws of the State of Idaho and shall be deemed to have been accepted in said state. *Any and all modifications and/or changes to this agreement must be in writing and signed by all parties.*

Section 8. *Severable Survival:*

8.1. The provisions of this Agreement are severable, and the event that any section or part of the agreement is found to be unenforceable, the other sections or parts shall remain fully valid and enforceable. This agreement shall survive the termination of any arrangements contained herein.

Section 9. *Disputes and Mediation:*

9.1. Any controversy, dispute and/or claim (collectively referred to as "Dispute") arising out of or relating to this agreement, shall be referred initially to mediation by a mutually agreed upon mediator. If the matter is still unresolved thereafter, the parties agree to the jurisdiction in the County of Valley, State of Idaho.

Section 10. *Binding Upon Successors:*

10.1. This agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

Page 5 of 6

(Initials: LJB / RB)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective officers as of the day and first year first above written.

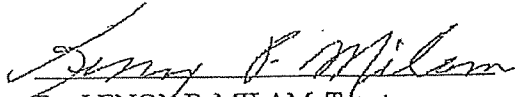
CITY OF DONNELLY


By: JAY MENTZER, President of
Donnelly City Council

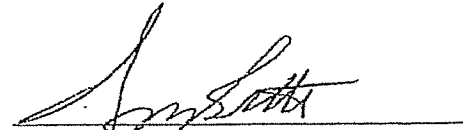
FRIENDS OF THE DONNELLY
LIBRARY, INC.


By: REESE BURTON, President

THE LENOX P. MILAM LIVING TRUST


By: LENOX P. MILAM, Trustee

THE WILLIS B. JOHNSON LIVING TRUST


By: GEORGE BETTS, Trustee

Instrument # 343061

VALLEY COUNTY, CASCADE, IDAHO

7-7-2009 03:53:17 No. of Pages: 2

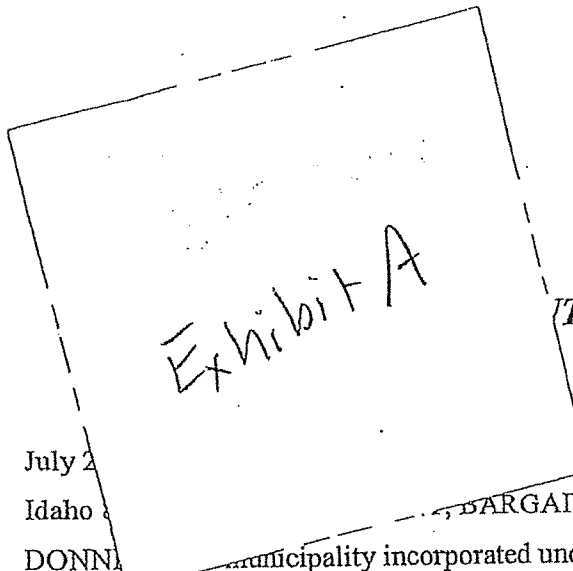
Recorded for: CITY OF DONNELLY

ARCHIE N. BANBURY

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: DEEDS



CITY DEED

July 2

Idaho

DONNELLY

X P. MILAM LIVING TRUST, U/A dated

whose address is P.O. Box 535, Donnelly,

BARGAIN, SELL, and CONVEY unto the CITY OF

DONNELLY, a municipality incorporated under the laws of the State of Idaho,

(hereinafter "GRANTEE"), whose mailing address is P.O. Box 725, Donnelly, Idaho

83615, the following described real property, to-wit:

A parcel of land being situated in Section 10, Township 16 North, Range 3 East, Boise Meridian, Township of Donnelly, County of Valley, State of Idaho; said parcel being a portion of the "Resulting Westerly Parcel" as shown on the map of the Cooper Boundary Line Adjustment, recorded as Instrument No. 316469 of the Valley County records, and being more particularly described as follows:

Commencing at the Northeast corner of the Townsite of Donnelly; Thence South 89°56'34" West a distance of 625.54 feet to a rebar and cap at the Southwest corner of said "Resulting Westerly Parcel," the True Point of Beginning; Thence North 00°05'57" West along the Westerly line of said parcel, a distance of 100.00 feet to a rebar and cap at the Northwest corner of said parcel; Thence North 89°56'34" East along the Northerly line of said parcel, a distance of 67.79 feet; Thence South 00°03'09" West a distance of 100.00 feet to the Southerly line of said parcel; Thence South 89°56'34" West along said Southerly line, a distance of 67.52 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the premises with its appurtenances unto the said GRANTEE, its heirs and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEE, that it is the owner in fee simple of said premises and that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights

and rights of way, apparent or of record and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 7th day of July, 2009.

LENOX P. MILAM LIVING TRUST

LENOX P. MILAM LIVING TRUST


By: LENOX P. MILAM


By: GEORGE BETTS

State of Idaho)
 SS
County of Valley)

On this 7 day of July, 2009, before me, Barbara Leatham, a notary public in and for said State, personally appeared before me, LENOX P. MILAM, who being by me first sworn, declared that he is the Trustee of the LENOX P. MILAM LIVING TRUST, U/A dated July 24, 2006, a living trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and he executed the same in such capacity, and the statements therein contained are true.



Barbara Leatham
Notary Public
Residing at: Cascade, Idaho
Commission Expires: _____

State of Idaho)
 SS
County of Valley)

MY COMMISSION EXPIRES
October 19, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

On this 7 day of July, 2009, before me, Barbara Leatham, a notary public in and for said State, personally appeared before me, GEORGE BETTS, who being by me first sworn, declared that he is the Trustee of the LENOX P. MILAM LIVING TRUST, U/A dated July 24, 2006, a living trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and he executed the same in such capacity, and the statements therein contained are true.



Barbara Leatham
Notary Public
Residing at: Cascade, Idaho
Commission Expires: _____

MY COMMISSION EXPIRES
October 19, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Document No. 2

Instrument # 343061
VALLEY COUNTY, CASCADE, IDAHO
7-7-2009 03:53:17 No. of Pages: 2
Recorded for: CITY OF DONNELLY
ARCHIE N. BANBURY Fee: 0.00
Ex-Officio Recorder Deputy *[Signature]*
Index to: DEEDS

WARRANTY DEED

FOR VALUE RECEIVED, the LENOX P. MILAM LIVING TRUST, U/A dated July 24, 2006, (hereinafter "GRANTOR"), whose address is P.O. Box 535, Donnelly, Idaho 83615, does hereby GRANT, BARGAIN, SELL, and CONVEY unto the CITY OF DONNELLY, a municipality incorporated under the laws of the State of Idaho, (hereinafter "GRANTEE"), whose mailing address is P.O. Box 725, Donnelly, Idaho 83615, the following described real property, to-wit:

A parcel of land being situated in Section 10, Township 16 North, Range 3 East, Boise Meridian, Township of Donnelly, County of Valley, State of Idaho; said parcel being a portion of the "Resulting Westerly Parcel" as shown on the map of the Cooper Boundary Line Adjustment, recorded as Instrument No. 316469 of the Valley County records, and being more particularly described as follows:

Commencing at the Northeast corner of the Townsite of Donnelly; Thence South 89°56'34" West a distance of 625.54 feet to a rebar and cap at the Southwest corner of said "Resulting Westerly Parcel," the True Point of Beginning; Thence North 00°05'57" West along the Westerly line of said parcel, a distance of 100.00 feet to a rebar and cap at the Northwest corner of said parcel; Thence North 89°56'34" East along the Northerly line of said parcel, a distance of 67.79 feet; Thence South 00°03'09" West a distance of 100.00 feet to the Southerly line of said parcel; Thence South 89°56'34" West along said Southerly line, a distance of 67.52 feet to the True Point of Beginning.

TO HAVE AND TO HOLD the premises with its appurtenances unto the said GRANTEE, its heirs and assigns forever. And the said GRANTOR does hereby covenant to and with the said GRANTEE, that it is the owner in fee simple of said premises and that said premises are free from all encumbrances except the current year's taxes and assessments, conditions, covenants, restrictions, reservations, easements, rights

and rights of way, apparent or of record and that it will warrant and defend the same from all lawful claims whatsoever.

DATED this 7th day of July, 2009.

LENOX P. MILAM LIVING TRUST

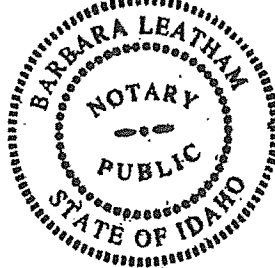
LENOX P. MILAM LIVING TRUST

Lenox P. Milam
By: LENOX P. MILAM

George Betts
By: GEORGE BETTS

State of Idaho)
SS
County of Valley)

On this 7 day of July, 2009, before me, *Barbara Leatham*, a notary public in and for said State, personally appeared before me, LENOX P. MILAM, who being by me first sworn, declared that he is the Trustee of the LENOX P. MILAM LIVING TRUST, U/A dated July 24, 2006, a living trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and he executed the same in such capacity, and the statements therein contained are true.

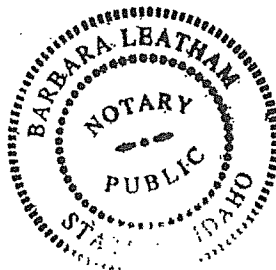


Barbara Leatham
Notary Public
Residing at: *Cascade, Idaho*
Commission Expires: _____

State of Idaho)
SS
County of Valley)

MY COMMISSION EXPIRES
October 19, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

On this 7 day of July, 2009, before me, *Barbara Leatham*, a notary public in and for said State, personally appeared before me, GEORGE BETTS, who being by me first sworn, declared that he is the Trustee of the LENOX P. MILAM LIVING TRUST, U/A dated July 24, 2006, a living trust, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me and he executed the same in such capacity, and the statements therein contained are true.



Barbara Leatham
Notary Public
Residing at: *Cascade, Idaho*
Commission Expires: _____

MY COMMISSION EXPIRES
October 19, 2011
BONDED THRU NOTARY PUBLIC UNDERWRITERS

Document No. 3

Friends of the Donnelly Library
Box 403
Donnelly, ID 83615

February 15, 2018

Dear Donnelly City Council Members,

We are some of the founding members of the Friends of the Donnelly Library. When the generous donation of the library building and lot were made possible by the William Johnson estate, we committed to providing funds and volunteer hours to run the library. A labor of love, members catalogued books, manned the desk, and raised money for books and furnishings.

We are excited by the results of the recent election which established the Donnelly Public Library District because we see a stable future for the library and that was our goal from the beginning. We continue to support the mission of the library. We feel it is important to transfer ownership of the library to the newly formed Donnelly Public Library District. When we raised money for the furnishing, books, and computers which make the library, it was to provide library service to this community, not to provide assets to the City of Donnelly. When our representative signed the Memorandum of Understanding between the City, Friends and Estate of William Johnson, it was our understanding that the building would be dedicated only for use as a library. In order for the current Friends leadership and the leaders of the Donnelly Public Library District to effectively raise money for future expansion of the library, it is important for them to have control over the building.


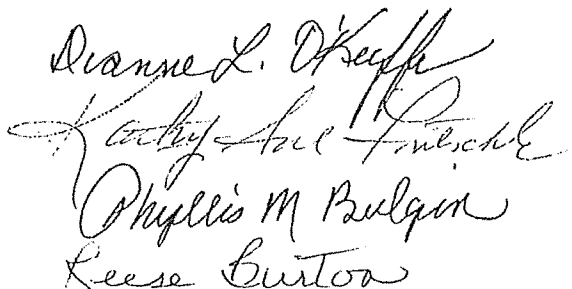
Sincerely,



Reese Burton

Former President Friends of the Donnelly Library
Signatory of 2008 Memorandum of Understanding

Additional former members Friends of the Donnelly Library:



Document No. 4

GEORGE E. BETTS
P O BOX 209
DONNELLY, ID 83615
TEL: 208-761-3245
E-MAIL: GEOBETTS37@GMAIL.COM

February 27, 2018

Dear Donnelly City Council Members,

I am writing to you as the Representative of the Estates of Willis B Johnson and Lennox P Milam regarding their wishes for the disposition of the Donnelly Community library building. I am also a signer of the deed and Memorandum of Understanding that transferred ownership of the library building to the City of Donnelly in 2008. As the City acknowledged in the MOU, we intended to provide a library to our community, not to transfer a valuable asset for the benefit of the City in general.

I am also attaching a History and Background prepared at the time the MOU was executed which reflects the thoughts of Bill and Lennie at the time the building was transferred to the City of Donnelly. It was always their desire to see the Library be a self sufficient facility managed by it's own Board of Directors and Staff.

I think Bill and Lennie would be pleased that the recent election establishing the Donnelly Public Library District finally ensured that the library has a sustainable future. I am grateful to the City for serving as a fiscal agent and assuring in the last nine years that the accounts of the library and the building have been taken care of. Now that there is a more stable future in sight, there is no reason for the City to maintain ownership of the building. Hopefully now this building will be able to meet its true potential and provide expanded hours and library programming for our community.

Sincerely,



George Betts

Representative of Estates of Willis B Johnson and Lennox P Milam

Signatory of 2008 Memorandum of Understanding

Document No. 5

DONNELLY LIBRARY

BACKGROUND AND HISTORY

The history of the Donnelly Library goes back many years. Originally, the Friends of the Library formed an organization to provide an all volunteer library and to fund that by operating a thrift store located in the Flight of Fancy bakery. There have been a lot of volunteers and contributors to the thrift store, to many to name here.

Long time residents of Donnelly, Willis "Bill" Johnson and Lennox Milam, were very interested in the future Library based on their experience in Sun Valley. There the thrift store provides significant funding for the Sun Valley Library.

Bill and Lenny contributed items to the thrift store and Bill donated \$50,000 to the Friends to start a permanent building fund. The Friends had several functions to raise additional funds but not enough to buy or build a permanent structure.

In 2007 Bill passed away and one of his requests was to help the Friends obtain a permanent home for the Library. Several different approaches were considered but Lenny and the Trustee of Bill's Estate decided to purchase a lot in Donnelly, buy the present building from the contractor who owned it in McCall and move the building to Donnelly and donate the land and building to the City of Donnelly for the future home of the Library. The friends contributed the \$50,000 they received from Bill and additional funds they raised to the City to pay for the addition for a bathroom and additional library space.

Due to the hard work of the Friends of the Library ; two outstanding citizens of Donnelly and a very hard working cooperative City Administration we now have an excellent facility with very competent volunteers to provide our town with an outstanding Library.

It was the hope and desire of both Bill and Lennie that someday the Library could be a self-sustaining operation with an active Board and Staff to provide quality Library service to the community of Donnelly.

George Betts

Personal Representative to the Estates of
Willis B Johnson and Lennox B Milam

169 Halferty Street
Donnelly, Idaho 83615

AGENDA ITEM INFORMATION				
SUBJECT: <i>Lake Shore Disposal Memo of Understanding</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:	Water Fund			
TIMELINE:	June 1, 2018			
SUMMARY STATEMENT: <p>Lake Shore Disposal contract expired in 2013. Previously the CITY used the Valley County Contract with a few amendments. Lake Shore presented a new contract in 2015 and then with their staff changes has now come back to Donnelly and does not feel a contract needs to be placed with the number of services within the CITY. The Site manager, Scott Carnes prested a rate increase to the City, in order to get the service rates to the same as the county contracted rates. Although Lake Shore does not want a contract it has been recommended that a Memo of Understanding stating relationship would be sufficent for the CITY. Attached is a drafted MOU (has not been reviewed by CITY attorney or LAKE SHORE) and the rate increase schedule. There has not been a rate increase for trash since 2003. Drafted MOU will be reviewed by both parties and then sent to CITY attorney for review, for presentaton to council after proper public hearing notice has been accomplished.</p>				
RECOMMENDED ACTION: <ol style="list-style-type: none"> <i>Accept proposed rate increase and instruct clerk to post for public hearing at the March meeting. (PUBLIC HEARING HELD 3/19/18)</i> <i>Authorize Mayor to sign the Memo of Understanding between the City of Donnelly and Lake Shore Disposal for trash services.</i> 				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			
02/26/18	Clerk to update as per discussion, publish for Public Hearing, and Present to Contractor			

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (the "MOU") is made on _____, 2018 by and between CITY OF DONNELLY, of PO BOX 725, DONNELLY, IDAHO 83615 (hereinafter referred to as "CITY") and LAKE SHORE DISPOSAL, of PO BOX 2350, MCCALL, IDAHO 83638 (hereinafter referred to as "CONTRACTOR") for the purpose of achieving the various aims and objectives relating to the DONNELLY WEEKLY RESIDENTIAL SOLID WASTE DISPOSAL (the "PROJECT").

BACKGROUND:

WHEREAS, the CITY requires all occupied businesses and residential properties located in the CITY to have mandatory solid waste pickup service as provided by a solid waste service provider selected by the CITY, per Ordinance 176, 2005,

WHEREAS, the City and Contractor desire to enter into an agreement in which the CITY and CONTRACTOR will work together to complete the Project.

WHEREAS, the CITY and CONTRACTOR are desirous to enter into a MOU between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project;

ROLES AND RESPONSIBILITIES:

CITY shall be responsible for billing and collection of all regular individual residential accounts. 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 \$0.60 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 reasonable incurred in collecting delinquent or unpaid accounts will be deducted from the payment made by City to Contractor. 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 the agreement.

CITY shall hereby increase the monthly Residential Solid Waste Collection, to include cart rental fee, taxes and administrative fee as follows:

	<u>Current Rate</u>	<u>June 1, 2018</u>	<u>January 1, 2019</u>	<u>January 1, 2020</u>
Solid Waste	\$8.56	\$10.60	\$13.14	\$15.68
			*plus CPIIP % tbd	*plus CPIIP % tbd

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 adjust on future bills for services paid for but not performed. The Contractor shall furnish 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.

CONTRACTOR shall provide new 96 gallon ~~trash cans to the CITY to distribute~~ to Residents and/or property owners, and provide extra carts to CITY to replace damaged carts,

CONTRACTOR and the CITY shall establish collection routes within the corporate limits of the CITY, and title to waste shall pass to the contractor when placed in its collection vehicles.

IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed by their respective officers as of the _____ day of _____, 2018.

CITY OF DONNELLY

LAKE SHORE DISPOSAL

BY: _____

BY: _____

PRINT NAME: _____

PRINT NAME: _____

TITLE: _____

TITLE: _____

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-35

Meeting Date 03/19/18

AGENDA ITEM INFORMATION				
SUBJECT: <i>Donnelly Farmers Market Request for Temporary Vendor Allowance</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			
SUMMARY STATEMENT: Donnelly Farmers Market is a formed 501(3)c group that has been formed to start a Farmers Market in Donnelly located at the City Park and Donnelly Bible Church parking lot, for 12 Wednesdays beginning on June 20 th . They will be open tentatively from 3 p.m. to 6:30 p.m. The Donnelly City Code requires all temporary vendors to receive a daily permit for \$25 for each vendor. The Farmers Market is hoping to have 15-20 weekly vendors. The are requesting that the Council make a special consideration to promote farm fresh produce in Donnelly as it is considered as a food desert (more than 10 miles away from the closest full grocery store). Other municipalities charge a one time fee for the season for farmers markets. (McCall's definition and rate is attached)				
RECOMMENDED ACTION:				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

Farmers Market (McCall)

To qualify as a Farmers Market, the market organizers must comply with the Market Development Division of the Idaho State Department of Agriculture and its definition of a Farmers Market as outlined in the Idaho Farmers Market Manual. No charge or assessment of any kind shall be made or levied by the City on any wagon or vehicle or on the owner bringing farm produce to any farmer's market that may be established in the City. A permit for a farmer's market may be issued for a location on private property, on City right of way, or other City property, provided that insurance is provided with the City as a co-insured if on City property or right of way. A farmer's market shall pay a license fee of \$50 per season and is designed to cover only costs of processing the application and of issuance of the permit. Allowable signage for a Farmers Market are no more than two (2) directional a-frame signs, each a maximum of 12 sq. ft. placed within the public right of way of the nearest intersections, but so as not to impede pedestrian or vehicle traffic. Individual Farmers Market vendors are limited to signage displayed within their allotted vending space within the farmer's market.

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-36

Meeting Date 03/19/18

AGENDA ITEM INFORMATION				
SUBJECT: <i>City Budget Hearing Date & Time</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			
SUMMARY STATEMENT: Idaho Code 63-802A requires Cities to notify the county clerk of the date, time and lcoation of the city budget hearing for the upcoming fiscal year – no later than April 20, 2018.				
RECOMMENDED ACTION: <i>1. Choose a date and time in August for the Annual FY19 Budget Hearing. 2. Instruct Clerk to notify County Clerk this information.</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

City Budget Calendar for Fiscal Year 2019

PLEASE NOTE: *The dates shown are statutory deadlines for budgeting actions. City officials are strongly encouraged to complete each step in the budgeting process as early as possible.*

<u>Date</u>	<u>Action/Event</u>	<u>Idaho Code</u>
Monday, April 30, 2018	Last day for the city to notify the county clerk of the date, time and location of the city budget hearing for the upcoming fiscal year. ("Not later than April 30 of each year...")	63-802A
Monday, June 4, 2018	The new construction roll is due from the county assessor. ("As soon as possible, but in any event by no later than the first Monday in June...")	63-301A
Friday, August 3, 2018	The county auditor will notify the city of the taxable valuation of all the taxable property from the property roll for the current year, from the operating property roll for the previous year, from the prior year's actual or current year's estimated subsequent property roll and missed property roll, and the amount of value subject to occupancy tax notwithstanding exemptions authorized in chapter 6, title 63 of Idaho Code, for the previous year. The auditor will furnish the valuation from the current operating property roll upon receipt from the State Tax Commission. ("Prior to the first Monday in August...")	63-1312
Choose date that will meet publication and hearing requirements	The City Council must adopt a tentative budget prior to the public hearing on the budget. Legal notice of the proposed budget and budget hearing must be published twice, at least 7 days apart, in the official newspaper. Please Note: Cities that advertise in a weekly newspaper should be aware of publication dates and adjust deadlines accordingly.	50-1002
Wednesday, Sept. 5, 2018	Last day for budget hearing ("...Prior to certifying to the county commissioners...")	50-1002
Thursday, September 6, 2018	Last day to certify property tax levy to county commissioners. ("...not later than the Thursday prior to the second Monday in September...")	63-803(3)
Friday, September 28, 2018	Appropriations ordinance must be passed by the council and published once in the official newspaper by this date. The ordinance must also be sent to the Secretary of State. ("The city council of each city shall, prior to the commencement of each fiscal year, pass an ordinance to be termed the annual appropriation ordinance...")	50-1003
Monday, Oct. 1, 2018	Beginning of 2019 Fiscal Year.	50-1001

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-37

Meeting Date 03/19/18

AGENDA ITEM INFORMATION				
SUBJECT: <i>Request to Reappoint Planning & Zoning Commissioners – Dorris & Bryant</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			
SUMMARY STATEMENT: George Dorris has been a Planning & Zoning Commissioner since July 2012, he was appointed to a 6 year term which expires July 2018. Mr. Dorris has submitted his desire to be reappointed for a new term, which consists of 4 years. Maggie Bryant has been a Planning & Zoning Commissioner since July 2012, she was appointed to a 6 year term which expires July 2018. Ms. Bryant has submitted her desire to be reappointed for a new term, which consists of 4 years.				
RECOMMENDED ACTION: <i>Accept the requests for reappointment for George Dorris and Maggie Bryant to the Planning and Zoning Commission for the City of Donnelly for a 4 year term.</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

City of Donnelly

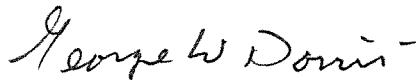
P.O.B. 725

Donnelly, ID 83615

Council and Clerk

12.14.17

Thanks much for the opportunity to serve on the P&Z Commission for the last six years. I would be honored to continue for an additional term if you see fit.

A handwritten signature in cursive script that reads "George W Dorris".

George W. Dorris

to the Honorable Mayor and the
Honorable City Council:

I am Maggie Bryant, and
this is my letter of intent to
remain on the Honorable
Planning and Zoning Commission.

Please consider this.

Maggie



City of Donnelly

169 Halferty Street

P.O. Box 725

Donnelly, ID 83615

Telephone (208) 325-8859 Fax (208) 325-4091

To: Mayor & City Council

From: Cami Hedges, City Clerk Treasurer

Re: Staff Report

Date: March 19, 2018

Water Accounts: As of Wednesday, February 21, 2018 we have \$668.16 past due 30 days or more, in water billings. They have been notified to pay by the 21st or they will be disconnected.

Local Option Tax: Our local option tax receipts for sales in January were \$4,951.66 which is an increase from last year. We are currently up 12.9% in collection for this fiscal year compared to last year. A letter will be going out to all Local Permit holders regarding the requirement of filing the State form with their remittance. Many businesses are not including this form. Maybe create a tri-fold with Lot information and what the money is used for. This will be up for election in 2019.

Clerk Report: There is a VET clinic on March 24th at the Community Center, Rene will be coming in to host this. We have had several complaints on dogs at large or people not picking up after the dogs that go to the bathroom on other people's property. This is also happening at the Community Center. I will be addressing this in a friendly reminder. I will be sending out letters to property owners that have collapsed or dangerous buildings in town with a clean up date. I had nicely asked last year and was told they would take care and nothing had been done. Would like to have this done by summer or soon thereafter.

Budget preparation and workshops for next fiscal year and capital purchases/improvement discussion.

Parks & Recreation: Meeting with Valley Soil Conservation this week on the 319 Grant that was awarded to us for \$24K to rebuild the a portion of the sea wall at the Boat Docks. We received the design for the rock wall and updated quote from Falvey Earth Works which has been working with the State Soil Conservation representative on the construction. The City will need to match the project at 40% this can be on in-kind and monetary match. Our staff will do the demolition and planting of willows when complete. This should make up most of our match. If we will still need more, we will work with Valley Soil Conservation to come up with more volunteer hours and work. This is planned to begin in April.

Planning & Zoning: The March meeting was cancelled. Working with Rocky Mountain Signs for ideas on way finding signs and street signage. The Glen has asked to amend annexation agreement. Public Hearing will be on April 2 for P&Z.

Road & Streets: I would like to get recommendations from the Council on a purchase of a new/used additional vehicle for Roads & Streets/Parks/Water. In our capital plan we had planned that a new vehicle would be purchased in 2019 or 2020, as that would be good timing with our current truck. We have set \$17500 aside for roads and street capital improvement which was a plan to have one street in town redone. We did have an excess of \$18000 +/- that was allocated to capital improvement from excess lot fund collection last year and we also did not budget for our cash carryover which was \$89803 for the general fund. I would like to know how you would like to proceed in a capital purchase or plan.

Office Closed / Vacation: I will be out of the office April 9 - 13th. Ken will be attending the IRWA Conference in Boise in March.

Upcoming Meeting Dates: Monday, April 16, 2018 @ 6:00 – City Council Regular Meeting. I would like to see if we would be able to reschedule this meeting until the 23rd of April.

City of Donnelly

FY 18 Capital Improvement Project List

Scoring Criteria

- 1- Required by Law (State or Federal)
- 2 - Implications of Project Deferral
- 3- Value to Community
- 4- Assessment of Need
- 5- Project Life Cycle
- 6- Operating Budget Impact
- 7- Leverage
- 8- Impact on Community

Approx										
Project	Project Name	Fund	Department	Total	FY18	FY19	FY20	FY21	FY22	Priority
RD002	Backhoe-Quick-Attachment-Coupler	General	Road&Street	\$ 11,000.00						1
RD002	New Snow-Bucket-with-correct-plates-Build/Buy	General	Road&Street	\$ 6,000.00						1
RD001	Skidsteer with Snowblor / other attachments	General	Road&Street		55000					1
GE001	Community Center Roof	General			15000		10000			2
PK001	City Park Gazebo	General	Parks		15000					2
	DDC - Paint North/West	General	Depot		6000					2
	Pole Barn to Store Equipment	General	Road&Street		30000			30000		2
	Retaining Wall Replacement at Boat Dock	General	Parks		30000		15000	15000		2
	Vehicle Purchase - Truck	General	Road&Street		35000		35000			2
	Water to Boat Dock * Park Development & Maintenance	General	Parks	??						2
	Fence at Bone Yard	Water			2500					3
	Street Resurface	General	Road&Street		76000		12500	12500	12500	3
	Tennis Court Re-Fence	General	Parks		8000		1000	5000		3
	Trash Cans along Main Street	General	Road&Street		2000		2000			3
	Comprehensive Plan Update	General			10000				10000	4
	Curb & Sidewalk Repair	General	Road&Street	??				XXXX	XXXX	4
	Master Transportation Plan	General	Road&Street		30000		10000			4
	Pavement/Concrete Skirting in front of Depot Center	General	Depot	??				???		4
	Campground / Boat Dock Pathway	General	Parks		38000				38000	5
	Small Trailer to transport Mowers	General	Parks		2000		2000			5
	Water / Sewer / Power at Campground	General	Parks	??						5
ESTIMATE										
NEW	Community Center / City Hall Stain			\$ 5,000.00						
NEW	Public Works/Parks Vehicle (2nd)			\$ 15,000.00						
NEW	Update to Comprehensive Plan			??						
NEW	Shop Heating Upgrade			\$ 5,000.00						
NEW	Pipe Locator for Water System			\$ 4,000.00						
NEW	Airport Fence Repair/Rebuild (Dawn Drive)			??						
NEW	Airport Fence and Gate (Roseberry Road)			??						
NEW	Sprayer with pump for bathroom clean up	General	Road&Street	\$ 600.00						
NEW	City Park Fence Replacement	General	Parks	\$ 6,000.00						
NEW	Enclosed Lean To behind shop	General	Road&Street	\$ 12,000.00						

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	Committed %
10 GENERAL						
41000 GENERAL GOVERNMENT						
41010 Personnel						
110 Office Wages	2,577.04	15,711.52	37,097.00	37,097.00	21,385.48	42 %
111 Council Wages	720.00	4,296.00	8,640.00	8,640.00	4,344.00	50 %
112 Mayor Wages	240.00	1,432.00	2,880.00	2,880.00	1,448.00	50 %
210 Health	326.40	1,954.40	3,881.00	3,881.00	1,926.60	50 %
220 Social Security/Medicare	270.54	1,639.87	3,719.00	3,719.00	2,079.13	44 %
230 PERSI	401.16	2,431.66	5,513.00	5,513.00	3,081.34	44 %
250 Unemployment Insurance	20.77	106.68	445.00	445.00	338.32	24 %
260 Workers Compensation	0.00	200.00	126.00	126.00	-74.00	159 %
290 Dental	22.18	131.50	295.00	295.00	163.50	45 %
Account Total:	4,578.09	27,903.63	62,596.00	62,596.00	34,692.37	45 %
41100 Administration						
310 Audit & Accounting Services	0.00	3,600.00	3,600.00	3,600.00	0.00	100 %
320 Attorney/Legal Fees	90.00	396.72	5,000.00	5,000.00	4,603.28	8 %
321 Economic Development	0.00	0.00	2,000.00	2,000.00	2,000.00	0 %
330 Contract - Planning & Zoning	0.00	675.00	3,500.00	3,500.00	2,825.00	19 %
341 Pass Thru Charges	-100.00	-2,896.05	0.00	0.00	2,896.05	*** %
414 Solid Waste Collection	0.00	0.00	175.00	175.00	175.00	0 %
416 Electric & Gas	0.00	1,302.54	2,678.00	2,678.00	1,375.46	49 %
431 City Hall Repair & Maint	592.10	1,560.58	2,500.00	2,500.00	939.42	62 %
436 Cell Phone Mayor/Maintenance	0.00	0.00	720.00	720.00	720.00	0 %
437 Telephone, Telecommunications	55.94	799.82	2,817.00	2,817.00	2,017.18	28 %
510 Insurance - Liability	0.00	3,486.00	3,443.00	3,443.00	-43.00	101 %
520 Dues & Fees	0.00	454.50	587.00	587.00	132.50	77 %
530 Publications- Newspaper	0.00	499.34	725.00	725.00	225.66	69 %
550 Travel Reimbursed	0.00	0.00	700.00	700.00	700.00	0 %
551 Training & Educationa	0.00	175.00	750.00	750.00	575.00	23 %
552 Meals & Entertainment	0.00	0.00	250.00	250.00	250.00	0 %
605 Office Supplies	85.01	1,607.72	3,500.00	3,500.00	1,892.28	46 %
611 Copier Maintenance	0.00	109.75	250.00	250.00	140.25	44 %
612 Copier Lease	0.00	684.00	1,368.00	1,368.00	684.00	50 %
613 IT - Computer	0.00	114.54	500.00	500.00	385.46	23 %
614 Postage	0.00	198.83	785.00	785.00	586.17	25 %
615 Grant Writing	0.00	0.00	1,500.00	1,500.00	1,500.00	0 %
620 Software - New	67.50	330.85	2,000.00	2,000.00	1,669.15	17 %
621 Software Maintenance Fees	1,878.60	2,164.60	2,963.00	2,963.00	798.40	73 %
920 Community Garden	0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
930 Reconciliation Discrepancies	0.00	-0.06	0.00	0.00	0.06	*** %
Account Total:	2,669.15	15,263.68	43,311.00	43,311.00	28,047.32	35 %
Account Group Total:	7,247.24	43,167.31	105,907.00	105,907.00	62,739.69	41 %
42000 Public Safety						
42000 Public Safety						
900 Public Safety	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
Account Total:	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %
Account Group Total:	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %

Fund Account	Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL							
43000 Public Works							
43010 Roads and Streets							
116 Roads & Street Works		691.47	13,792.16	33,939.00	33,939.00	20,146.84	41 %
118 Snow Removal Wages		2,046.61	5,937.08	15,000.00	15,000.00	9,062.92	40 %
210 Health		468.52	3,330.26	5,160.00	5,160.00	1,829.74	65 %
220 Social Security/Medicare		209.47	1,502.20	2,078.00	2,078.00	575.80	72 %
230 PERSI		309.95	2,233.29	3,102.00	3,102.00	868.71	72 %
250 Unemployment Insurance		22.07	211.72	329.00	329.00	117.28	64 %
260 Workers Compensation		0.00	800.00	400.00	400.00	-400.00	200 %
290 Dental		31.86	224.38	394.00	394.00	169.62	57 %
340 Contract Labor		0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
416 Electric & Gas		0.00	1,449.05	3,970.00	3,970.00	2,520.95	37 %
429 Snow Removal Maintenance		577.50	4,042.50	0.00	0.00	-4,042.50	*** %
430 Road & Street Maintenance		0.00	350.77	6,600.00	6,600.00	6,249.23	5 %
434 Equip. Maintenance		0.00	298.41	3,000.00	3,000.00	2,701.59	10 %
435 Equipment Lease Payment		0.00	0.00	13,000.00	13,000.00	13,000.00	0 %
454 Street Scope		0.00	811.34	1,750.00	1,750.00	938.66	46 %
460 Small Tools, Equipmen		66.09	775.82	2,000.00	2,000.00	1,224.18	39 %
461 Shop Misc Supplies		0.00	138.67	750.00	750.00	611.33	18 %
470 Dust Abatement		0.00	0.00	12,300.00	12,300.00	12,300.00	0 %
481 Fuel for Pickup		0.00	216.71	1,850.00	1,850.00	1,633.29	12 %
482 Diesel - Winter		0.00	842.88	2,000.00	2,000.00	1,157.12	42 %
483 Diesel - Summer		0.00	43.74	575.00	575.00	531.26	8 %
520 Dues & Fees		0.00	88.60	90.00	90.00	1.40	98 %
530 Publications- Newspaper		0.00	73.50	115.00	115.00	41.50	64 %
553 Clothing Reimbursement		0.00	214.50	300.00	300.00	85.50	72 %
700 Capital Improvements		0.00	0.00	17,500.00	17,500.00	17,500.00	0 %
Account Total:		4,423.54	37,377.58	127,202.00	127,202.00	89,824.42	29 %
Account Group Total:		4,423.54	37,377.58	127,202.00	127,202.00	89,824.42	29 %
44000 OTHER							
44100 Parks and Recreation							
117 Park & Rec Wages		0.00	699.47	29,920.00	29,920.00	29,220.53	2 %
119 Airport Maint Wages		0.00	2,541.42	0.00	0.00	-2,541.42	*** %
210 Health		0.00	575.19	4,843.00	4,843.00	4,267.81	12 %
220 Social Security/Medicare		0.00	246.71	2,125.00	2,125.00	1,878.29	12 %
230 PERSI		0.00	366.88	3,158.00	3,158.00	2,791.12	12 %
250 Unemployment Insurance		0.00	26.09	335.00	335.00	308.91	8 %
260 Workers Compensation		0.00	119.00	0.00	0.00	-119.00	*** %
290 Dental		0.00	38.63	369.00	369.00	330.37	10 %
450 Raquet Court Maintenance		0.00	0.00	300.00	300.00	300.00	0 %
451 Campground/Boatdock Maintenance		0.00	265.00	3,250.00	3,250.00	2,985.00	8 %
452 City Park Maintenance		0.00	0.00	600.00	600.00	600.00	0 %
453 Rest Area/Kiosk Maintenance		0.00	0.00	200.00	200.00	200.00	0 %
520 Dues & Fees		0.00	0.00	35.00	35.00	35.00	0 %
921 Huckleberry Trot Exp		0.00	84.00	2,200.00	2,200.00	2,116.00	4 %
925 Aiport Maintenance		0.00	0.00	1,000.00	1,000.00	1,000.00	0 %
Account Total:		0.00	4,962.39	48,335.00	48,335.00	43,372.61	10 %

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
10 GENERAL						
44300 Depot						
414 Solid Waste Collection	103.88	670.93	1,200.00	1,200.00	529.07	56 %
415 Water and Sewer	0.00	1,640.00	3,840.00	3,840.00	2,200.00	43 %
432 Building Repairs & Maintenance	0.00	299.00	6,200.00	6,200.00	5,901.00	5 %
960 Solid Waste Transfer Site Tax	0.00	255.00	500.00	500.00	245.00	51 %
Account Total:	103.88	2,864.93	11,740.00	11,740.00	8,875.07	24 %
Account Group Total:	103.88	7,827.32	60,075.00	60,075.00	52,247.68	13 %
Fund Total:	11,774.66	88,372.21	298,184.00	298,184.00	209,811.79	30 %
21 LIBRARY						
41000 GENERAL GOVERNMENT						
41010 Personnel						
113 Library Wages	760.00	4,097.50	7,800.00	7,800.00	3,702.50	53 %
220 Social Security/Medicare	58.15	313.49	597.00	597.00	283.51	53 %
250 Unemployment Insurance	6.13	45.77	94.00	94.00	48.23	49 %
260 Workers Compensation	0.00	21.00	21.00	21.00	0.00	100 %
Account Total:	824.28	4,477.76	8,512.00	8,512.00	4,034.24	53 %
41100 Administration						
415 Water and Sewer	0.00	372.11	960.00	960.00	587.89	39 %
416 Electric & Gas	0.00	667.27	1,900.00	1,900.00	1,232.73	35 %
417 Internet	63.75	382.50	900.00	900.00	517.50	43 %
420 Supplies	0.00	102.72	450.00	450.00	347.28	23 %
432 Building Repairs & Maintenance	0.00	3,618.03	2,500.00	2,500.00	-1,118.03	145 %
437 Telephone, Telecommunications	0.00	206.14	175.00	175.00	-31.14	118 %
520 Dues & Fees	0.00	0.00	35.00	35.00	35.00	0 %
540 Books, Subscriptions, Reference	0.00	0.00	300.00	300.00	300.00	0 %
605 Office Supplies	0.00	104.40	400.00	400.00	295.60	26 %
613 IT - Computer	0.00	0.00	150.00	150.00	150.00	0 %
621 Software Maintenance Fees	153.00	153.00	1,953.00	1,953.00	1,800.00	8 %
961 Taxes	0.00	0.00	60.00	60.00	60.00	0 %
Account Total:	216.75	5,606.17	9,783.00	9,783.00	4,176.83	57 %
Account Group Total:	1,041.03	10,083.93	18,295.00	18,295.00	8,211.07	55 %
Fund Total:	1,041.03	10,083.93	18,295.00	18,295.00	8,211.07	55 %
51 WATER						
41000 GENERAL GOVERNMENT						
41010 Personnel						
110 Office Wages	1,288.48	7,768.04	18,548.00	18,548.00	10,779.96	42 %
111 Council Wages	360.00	2,100.00	4,320.00	4,320.00	2,220.00	49 %
112 Mayor Wages	120.00	700.00	1,440.00	1,440.00	740.00	49 %
115 Water & Sewer Wages	425.22	9,849.36	24,469.00	24,469.00	14,619.64	40 %
210 Health	235.96	2,627.98	4,540.00	4,540.00	1,912.02	58 %
220 Social Security/Medicare	167.85	1,555.92	2,848.00	2,848.00	1,292.08	55 %

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
51 WATER						
230 PERSI	248.75	2,313.70	4,235.00	4,235.00	1,921.30	55 %
250 Unemployment Insurance	13.81	154.73	379.00	379.00	224.27	41 %
260 Workers Compensation	0.00	400.00	254.00	254.00	-146.00	157 %
290 Dental	16.06	176.99	344.00	344.00	167.01	51 %
Account Total:	2,876.13	27,646.72	61,377.00	61,377.00	33,730.28	45 %
41100 Administration						
310 Audit & Accounting Services	0.00	1,800.00	1,722.00	1,722.00	-78.00	105 %
320 Attorney/Legal Fees	0.00	150.00	2,000.00	2,000.00	1,850.00	8 %
341 Pass Thru Charges	0.00	170.00	0.00	0.00	-170.00	** %
351 Maintenance Contractor	0.00	0.00	500.00	500.00	500.00	0 %
360 Water Operator	250.00	1,250.00	3,000.00	3,000.00	1,750.00	42 %
414 Solid Waste Collection	0.00	2,560.00	6,144.00	6,144.00	3,584.00	42 %
416 Electric & Gas	0.00	2,215.34	5,200.00	5,200.00	2,984.66	43 %
435 Equipment Lease Payment	0.00	0.00	6,294.00	6,294.00	6,294.00	0 %
436 Cell Phone Mayor/Maintenance	0.00	0.00	240.00	240.00	240.00	0 %
437 Telephone, Telecommunications	27.97	376.62	980.00	980.00	603.38	38 %
481 Fuel for Pickup	0.00	103.02	680.00	680.00	576.98	15 %
510 Insurance - Liability	0.00	1,739.00	1,722.00	1,722.00	-17.00	101 %
520 Dues & Fees	10.00	10.00	640.00	640.00	630.00	2 %
530 Publications- Newspaper	0.00	126.00	240.00	240.00	114.00	53 %
550 Travel Reimbursed	0.00	0.00	750.00	750.00	750.00	0 %
551 Training & Educationa	0.00	385.00	1,000.00	1,000.00	615.00	39 %
605 Office Supplies	0.00	0.00	950.00	950.00	950.00	0 %
611 Copier Maintenance	0.00	47.33	190.00	190.00	142.67	25 %
612 Copier Lease	0.00	342.00	684.00	684.00	342.00	50 %
614 Postage	0.00	199.20	350.00	350.00	150.80	57 %
615 Grant Writing	0.00	2,000.00	4,500.00	4,500.00	2,500.00	44 %
620 Software - New	0.00	0.00	500.00	500.00	500.00	0 %
621 Software Maintenance Fees	2,039.20	3,482.20	3,313.00	3,313.00	-169.20	105 %
810 Bond Payments	0.00	4,215.38	4,400.00	4,400.00	184.62	96 %
Account Total:	2,327.17	21,171.09	45,999.00	45,999.00	24,827.91	46 %
Account Group Total:	5,203.30	48,817.81	107,376.00	107,376.00	58,558.19	45 %
42000 Public Safety						
42000 Public Safety	0.00	0.00	125.00	125.00	125.00	0 %
900 Public Safety	0.00	0.00	125.00	125.00	125.00	0 %
Account Total:	0.00	0.00	125.00	125.00	125.00	0 %
Account Group Total:	0.00	0.00	125.00	125.00	125.00	0 %
43000 Public Works						
43400 Water System						
433 Repairs & Maint to Water	0.00	0.00	9,500.00	9,500.00	9,500.00	0 %
434 Equip. Maintenance	0.00	0.00	450.00	450.00	450.00	0 %
462 Chemicals	190.00	365.00	2,800.00	2,800.00	2,435.00	13 %
463 Plumbing Parts for Repairs	0.00	13,728.06	5,500.00	5,500.00	-8,228.06	250 %
560 Tests	51.00	647.00	1,375.00	1,375.00	728.00	47 %
700 Capital Improvements	0.00	0.00	1,496,000.00	1,496,000.00	1,496,000.00	0 %
710 Meter Equipment Purchased	0.00	0.00	5,000.00	5,000.00	5,000.00	0 %

Fund Account Object	Committed Current Month	Committed YTD	Original Appropriation	Current Appropriation	Available Appropriation	% Committed
51 WATER						
Account Total:	241.00	14,740.06	1,520,625.00	1,520,625.00	1,505,884.94	1 %
Account Group Total:	241.00	14,740.06	1,520,625.00	1,520,625.00	1,505,884.94	1 %
Fund Total:	5,444.30	63,557.87	1,628,126.00	1,628,126.00	1,564,568.13	4 %
52 SEWER						
41000 GENERAL GOVERNMENT						
41010 Personnel						
110 Office Wages	429.52	2,779.48	6,183.00	6,183.00	3,403.52	45 %
111 Council Wages	120.00	804.00	1,440.00	1,440.00	636.00	56 %
112 Mayor Wages	40.00	268.00	480.00	480.00	212.00	56 %
115 Water & Sewer Wages	15.90	726.11	8,156.00	8,156.00	7,429.89	9 %
210 Health	57.12	453.63	980.00	980.00	526.37	46 %
220 Social Security/Medicare	46.33	349.95	753.00	753.00	403.05	46 %
230 PERSI	68.70	519.21	1,117.00	1,117.00	597.79	46 %
250 Unemployment Insurance	3.59	27.29	95.00	95.00	67.71	29 %
260 Workers Compensation		47.00	0.00	47.00	0.00	100 %
290 Dental	3.90	30.47	74.00	74.00	43.53	41 %
Account Total:	785.06	6,005.14	19,325.00	19,325.00	13,319.86	31 %
41100 Administration						
310 Audit & Accounting Services	0.00	600.00	600.00	600.00	0.00	100 %
320 Attorney/Legal Fees	0.00	232.28	500.00	500.00	267.72	46 %
416 Electric & Gas	0.00	382.08	920.00	920.00	537.92	42 %
435 Equipment Lease Payment	0.00	0.00	4,150.00	4,150.00	4,150.00	0 %
436 Cell Phone Mayor/Maintenance	0.00	0.00	125.00	125.00	125.00	0 %
437 Telephone, Telecommunications	9.32	155.41	417.00	417.00	261.59	37 %
481 Fuel for Pickup	0.00	34.35	460.00	460.00	425.65	7 %
510 Insurance - Liability	0.00	571.00	574.00	574.00	3.00	99 %
520 Dues & Fees	0.00	0.00	30.00	30.00	30.00	0 %
530 Publications- Newspaper	0.00	69.89	70.00	70.00	0.11	100 %
541 Monthly Service Agreement-NLSD	4,800.00	25,600.00	45,600.00	45,600.00	20,000.00	56 %
605 Office Supplies	0.00	0.00	225.00	225.00	225.00	0 %
611 Copier Maintenance	0.00	32.17	130.00	130.00	97.83	25 %
612 Copier Lease	0.00	114.00	228.00	228.00	114.00	50 %
614 Postage	0.00	40.95	225.00	225.00	184.05	18 %
620 Software - New	0.00	0.00	200.00	200.00	200.00	0 %
621 Software Maintenance Fees	251.19	499.59	401.00	401.00	-98.59	125 %
810 Bond Payments	0.00	3,979.26	4,300.00	4,300.00	320.74	93 %
Account Total:	5,060.51	32,310.98	59,155.00	59,155.00	26,844.02	55 %
Account Group Total:	5,845.57	38,316.12	78,480.00	78,480.00	40,163.88	49 %
Fund Total:	5,845.57	38,316.12	78,480.00	78,480.00	40,163.88	49 %
Grand Total:	24,105.56	200,330.13	2,023,085.00	2,023,085.00	1,822,754.87	10 %



City of Donnelly

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

City Council

January 23, 6:00 p.m. @ Donnelly Community Center

EXECUTIVE SESSION MOTION AND ORDER

_____(print name) _____(print title),
MOVES THAT THE BOARD, PURSUANT TO IDAHO CODE § 74-206, CONVENE IN EXECUTIVE SESSION TO: (identify one or more of the following)

- ☐ Consider personnel matter [Idaho Code § 74-206 (1) (a) & (b)]
- ☐ Deliberate regarding an acquisition of an interest in real property [Idaho Code § 74-206(1) (c)]
- ☐ Consider records that are exempt from public disclosure [Idaho Code § 74-206(1) (d)]
- ☐ Consider preliminary negotiations involving matters of trade or commerce in which this governing body is in competition with another governing body [Idaho Code § 74-206 (1) (e)]
- ☐ Communicate with legal counsel regarding pending/imminently-likely litigation [Idaho Code § 74-206(1) (f)]
- ☐ Communicate with risk manager/insurer regarding pending/imminently-likely claims [Idaho Code § 74-206 (1) (i)]

Purpose/Topic summary (required): _____
AND THE VOTE TO DO SO BY ROLL CALL.

CONVENE AT: _____

ADJOURN AT: _____

	<u>YES</u>	<u>NO</u>	<u>ABSTAIN</u>
<u>BRIAN KOCH</u> _____, Mayor (print name)	_____	_____	_____
<u>GABE STAYTON</u> _____, Council (print name)	_____	_____	_____
<u>WENDY DAVENPORT</u> _____, Council (print name)	_____	_____	_____
<u>LESLIE MINSHALL</u> _____, Council (print name)	_____	_____	_____
<u>RHETA ATKINSON</u> _____, Council (print name)	_____	_____	_____