



AGENDA
Donnelly City Council
Monday, October 15, 2018 at 6:00 pm
Donnelly Community Center

ROLL CALL

PLEDGE OF ALLEGIENCE

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

City Council Minutes – September 17 and September 24, 2018

Vouchers September 17 through October 10, 2018

Payroll Summary – September 27, October 5, October 11, 2018

PUBLIC COMMENT:

At this time, the Mayor will call for any comments from the public on any subject whether or not it is on the agenda for any item(s) the public may wish to bring forward and discuss. Please limit comments to three (3) minutes. **The City Council does not take any action or make any decisions during public comment.** To request Council action during the Business portion of a Council meeting, contact City Clerk at least one week in advance of a meeting.

BUSINESS AGENDA:

AB 18-76 WMC Community Partnership. Discussion

AB 18-77 Donnelly Farmer's Market Memo of Understanding (ACTION ITEM)

AB 18-85 Donnelly Racquet Courts (ACTION ITEM)

AB 18-86 Ordinance Draft: Interference with Road Maintenance, Snow Removal & Deposit of snow on Right of way. Discussion

AB 18-87 Business License Ordinance Review - Penalties

AB 18-88 Donnelly Depot Center Trash Service (ACTION ITEM)

STAFF REPORTS:

ADJOURN: Monday, November 19, 2019 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

Special City Council Meeting on Monday, September 17, 2018 at 6:00 pm Donnelly Community Center

MINUTES

Meeting called to order by Councilman Stayton at 6:00 p.m.

Roll Call: Councilman Stayton, Councilwoman Davenport and Councilwoman Minshall were present. Mayor Koch and Clerk Hedges were also present.

Pledge of Allegiance

CONSENT AGENDA:

City Council minutes – August 27, 2018

Vouchers August 23, through September 13, 2018

Treasurer's Report for August 2018

Payroll Summary – August 30, September 5, September 13, 2018

Motion by Davenport, 2nd by Stayton to approve the Consent agenda. Motion carried.

PUBLIC COMMENT:

Mayor Koch asked for anyone with public comment.

Larry Mangum spoken regarding the parking situation in town and not sure if the discussion has been brought up. Would like to suggest short term parking limits around town to assist with this on-going issue. People are backing up traffic while waiting to turn into Stinker Station and making it hazardous to see. Usually worst on weekends. Maybe signs up would help this to detour people.

Eric Engberg, would like to see if there is something to do about the traffic in the school zone and along Jordan street that are not stopping or doing the speed limit. Would volunteer to pay for some speed bumps in his area. In the school zone they come from the post office and then detour to Roseberry exceeding all speed limits and stop signs. As for the parking the larger vehicles with trailers make it harder to see when pulling out.

BUSINESS AGENDA:

AB 18-75 City Council Candidates (ACTION ITEM)

City Clerk presented the recommendation from Mayor and Clerk after interviews were performed to City Council of Jacquelyn Hoogendyk to fill the vacancy.

Motion by Minshall, 2nd by Stayton to appoint Jacquelyn Hoogendyk to the vacant City Council Position. Motion Carried. Clerk swore in Jacquelyn Hoogendyk to the position.

AB 18-76 WMC Community Partnership Discussion

Belinda Provancher from Midas Gold would like to have someone from the Council or a designee from the community to represent Donnelly in the next few meetings. If they are not able to make the meetings, they are asking for at least some feedback. Minshall stated that getting to the meetings would be a hardship for most of the council. Midas is only asking for feedback if they are not able to attend. Complete commitment is not required until the agreement is accepted. Midas would reimburse up to 3 hours of attorney time for the review of the agreement. Council asked to see if Gene Tyler was available to sit in on these meetings and report back to the Council. Clerk stated that the agreement is being reviewed by City Attorney and should have something back by the 24th.

AB 18-77 Donnelly Farmer's Market Request to Place Shed (Action Item)

Liz Jones representing Donnelly Farmer's Market, would like to request to place a storage shed on within the City of Donnelly's park. This would assist with the storage of weekly needs to operate and make the Market a success. Council would like to see a Memo of Understanding for the ownership and maintenance of the shed.

Motion by Davenport, 2nd by Stayton with the Memo of Understanding in place. Motion carried.

AB 18-78 Ordinance 241 FY2019 Appropriation Ordinance (ACTION ITEM)

Motion by Minshall, 2nd by Davenport pursuant to Idaho Code Section 50-902 that the proposed Ordinance No. 241 pass its first reading by title only. Roll Call Vote: Stayton – yes, Davenport – yes, Minshall – yes, Hoogendyk – yes.

Motion by Minsahll, 2nd by Davenport pursuant to Idaho Code Section 50-902, that the rule requiring ordinances to be read on three different days with one reading to be in full to be dispensed with and that proposed Ordinance 241 be considered read, passed and adopted after being read by title only. Clerk read Ordinance 241 by title only into record. Roll call vote: Stayton – yes, Minshall – yes, Davenport – yes, Hoogendyk – yes. Motion carried.

AB 18-79 Ordinance 242 Conveyance of Property to Donnelly Rural Fire Protection District (Action Item)

Motion by Minshall, 2nd by Davenport pursuant to Idaho Code Section 50-902 that the proposed Ordinance No. 242 pass its first reading by title only. Roll Call Vote: Stayton – yes, Davenport – yes, Minshall – yes, Hoogendyk – yes.

Motion by Minsahl, 2nd by Davenport pursuant to Idaho Code Section 50-902, that the rule requiring ordinances to be read on three different days with one reading to be in full to be dispensed with and that proposed Ordinance 242 be considered read, passed and adopted after being read by title only. Clerk read Ordinance 242 by title only into record. Roll call vote: Stayton – yes, Minshall – yes, Davenport – yes, Hoogendyk – yes. Motion carried.

AB 18-80 LHTAC Grant Opportunities (ACTION ITEM)

Carol Coyle presented a summary of the grant opportunities for transportation needs within Donnelly.

Motion by Minshall, 2nd by Stayton to accept the LHTAC grant opportunities and authorize clerk to work with Carol Coyle to apply for the grants. Motion carried.

AB 18-81 Resolution 2018-017 Records Custodian Designation (ACTION ITEM)

Motion by Minshall, 2nd by Davenport to accept Resolution 2018-017 to name Cami Hedges City Clerk Treasurer as the records custodia. Motion carried.

STAFF REPORTS:

Clerk provided staff report in packet.

Adjourned at 7:52 p.m.

Approved:



City of Donnelly

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

Special City Council Meeting on Monday, September 24, 2018 at 6:00 pm Donnelly Community Center

MINUTES

Meeting called to order by Councilman Stayton at 6:00 p.m.

Roll Call: Councilman Stayton, Councilwoman Davenport, Councilwoman Minshall and Councilwoman Hoogendyk were present. Mayor Koch was absent. Clerk Hedges were also present.

Pledge of Allegiance

PUBLIC HEARING:

AB18-82 FY 18 Amended Budget, Ordinance 243 (ACTION ITEM)

Councilman Stayton opened the Public Hearing at 6:04 p.m.

Clerk presented the Proposed FY18 Budget Amendment to excess revenue received from Local Option Tax funds. Clerk did not receive any written comments.

Councilman Stayton asked for public comment:

In Favor of – None

Neutral – None

Opposed – None

Councilman Stayton closed the Public Hearing at 6:07 p.m.

Council would like to place excess revenue to City Capital improvement after the additional funds of \$14,000 are awarded to applicants as per the Local Option Tax awards.

Motion by Minshall, 2nd by Davenport pursuant to Idaho Code Section 50-902 that the proposed Ordinance No. 243 pass its first reading by title only. Roll Call Vote: Stayton – yes, Davenport – yes, Minshall – yes, Hoogendyk – yes.

Motion by Minsahll, 2nd by Davenport pursuant to Idaho Code Section 50-902, that the rule requiring ordinances to be read on three different days withone reading to be in full to be dispensed with and that proposed Ordinance 243 be considered read, passed and adopted after being read by title only. Clerk read Ordinance 243 by title only into record. Roll call vote: Stayton – yes, Minshall – yes, Davenport – yes, Hoogendyk – yes. Motion carried.

BUSINESS AGENDA:

AB 18-76 WMC Community Partnership Discussion (Action Item)

Clerk presented the attorney recommendation to council members and asked for their input. Council would like to see what other cities are doing and to get more information by attending some of the public meetings in McCall. Clerk will provide those times to the Mayor and council.

Motion by Davenport, 2nd by Hoogendyk to table the decision on the WMC Community Partnership until a time that they have received additional information. Motion carried.

AB 18-77 Donnelly Farmer's Market Request to Place Shed (Action Item)

At the last meeting the council was okay with placing of the shed with a memo of understanding between both parties on the maintenance, ownership, etc. Clerk presented the draft MOU to the council for their review with the addition of "if the necessary maintenance was not completed the City could charge DFM with the charges." Council discussed these terms and asked that one addition clarification in the draft be added. "if the DFM does not operate for two consecutive years the ownership of the shed will become property of the City". Clerk will have the change made to the document and reviewed by DFM for presentation at the October 15th meeting.

Motion by Davenport, 2nd by Minshall to table the decision until the October 15th council meeting. Motion carried.

AB 18-83 Water System Project Phase 2 Bid Acceptance (Action Item)

Clerk presented the council with the bid tally sheet and the recommendation from Mountain Waterworks.

Motion by Minshall, 2nd by Davenport to accept the bid recommendation from Mountain Waterworks to award the Well House and Booster Station Upgrade contract to Irminger Construction from Wilder, Idaho in the amount of \$479,228 which was the lowest bid received. Motion Carried.

AB 18-84 Maintenance Shop Heating Upgrade (Action Item)

Clerk presented the bids received for a 150,000 Watt Propane heater installed at the City Maintenance shop with a purchase of an underground propane tank. There is a deficient in the budget of \$2,000 that is requested to be used for the Capital Improvement lot funds.

Motion by Davenport, 2nd by Stayton to accept the proposal of a 150,000 watt propane heater for A-1 heating and propane tank from Ed Staub to be installed at the City Maintenance Shop and the budget overage to be used from the Capital Improvement overage in Lot funds. Motion carried.

Motion by Stayton, 2nd by Davenport to adjourn until the City Council Meeting on meeting on October 15, 2018 at 6:00 p.m. Motion carried.

Adjourned at 6:35 p.m.

Approved:

10/10/18
13:25:57

CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 10/18

Page: 1 of 6
Report ID: AP100V

For dates posted from 09/17/18 to 10/10/18

* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3712		106 BUILDERS FIRSTSOURCE	361.95					
		community center paint/stain						
		1059369 09/18/18 paint/stain cc	361.95			10 41100 431		10100
3727		106 BUILDERS FIRSTSOURCE	53.97					
		radio shack purchase						
		10265576 10/02/18 usb ext cord for water	24.99			51 41100 605		10100
		10265576 10/02/18 batteries	28.98			10 41100 605		10100
3728		106 BUILDERS FIRSTSOURCE	25.57					
		landscaping fabric & fire hydrant paint						
		1060940 10/02/18 landscape fabric	7.21			10 41100 431		10100
		1060940 10/02/18 fire hydrant paint	18.36			10 43010 430		10100
		Total for Vendor:	441.49					
		*** Claim from another period (9/18) ****						
3724		17 BURKS TRACTOR	1,270.26					
		case skidsteer maintenance						
		NW39820 09/25/18 skidsteer maintenance	1,270.26			10 43010 434		10100
		Total for Vendor:	1,270.26					
3723		150 CABLE ONE	95.34					
		city hall internet						
		100118 10/01/18 internet	61.97			10 41100 437		10100
		100118 10/01/18 internet	28.60			51 41100 437		10100
		100118 10/01/18 internet	4.77			52 41100 437		10100
		Total for Vendor:	95.34					
3749		999998 CAMI HEDGES	804.79					
		ICCTFOA conference reimbursement						
		43524570 09/18/18 lodging	438.87			10 41100 551		10100
		598 miles 09/18/18 mileage	325.91			10 41100 550		10100
		2 meals 09/18/18 meals	40.01			10 41100 550		10100
		Total for Vendor:	804.79					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		*** Claim from another period (9/18) ****						
3710		240 CONSOLIDATED ELECTRICAL	35.07					
electrial tree boxes replacement								
	486158	09/25/18 fix broken electrical boxes	35.07			10 43010	430	10100
		*** Claim from another period (9/18) ****						
3711		240 CONSOLIDATED ELECTRICAL	148.47					
tree electrical boxes repair								
	486144	09/25/18 repair brocken boxes	148.47			10 43010	430	10100
		Total for Vendor:	183.54					
		*** Claim from another period (9/18) ****						
3702		177 DELTA JAMES	270.00					
contract P&Z administrator								
	092818	09/28/18 weir shed	150.00			10 41100	330	10100
	092818	09/28/18 sign review	45.00			10 41100	330	10100
	092818	09/28/18 misc review	75.00			10 41100	330	10100
		Total for Vendor:	270.00					
		*** Claim from another period (9/18) ****						
3698		267 Donnelly Library District	2,000.00					
additional lot revenue received over budget								
	2018-006	09/24/18 FY18 Lot Funds Overage	2,000.00			15 41100	922	10100
		Total for Vendor:	2,000.00					
		*** Claim from another period (9/18) ****						
3693		44 DONNELLY RURAL FIRE DEPARTMENT	2,000.00					
Additional lot money received over budget								
	2018-001	09/24/18 FY18 Award Overage	2,000.00			15 41100	922	10100
		Total for Vendor:	2,000.00					
		*** Claim from another period (9/18) ****						
3713		48 FRANKLIN BUILDING SUPPLY CO.	187.68					
community center paint/stain								
	204519	09/19/18 paint/stain cc	187.68			10 41100	431	10100
		Total for Vendor:	187.68					
		*** Claim from another period (9/18) ****						
3703		165 LAKESHORE DISPOSAL	687.36					
September Trash Collection 64								
	092818	09/28/18 trash collection	687.36			51 41100	414	10100
		Total for Vendor:	687.36					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3720		79 LAKESHORE DISPOSAL	98.04					
	24307545	10/01/18 ddc trash service	98.04			10 44300	414	10100
		Total for Vendor:	98.04					
3714		86 MCCALL DELIVERY SERVICE	90.00					
		community center paint/stain						
	119413	09/19/18 community center paint/stain	90.00			10 41100	431	10100
		Total for Vendor:	90.00					
		*** Claim from another period (9/18) ****						
3716		87 MCCALL RENTALS INC.	765.70					
		mini ex to move landscaping blocks and clean airport						
	115142	05/14/18 equipment rental	765.70			10 43010	430	10100
		Total for Vendor:	765.70					
		*** Claim from another period (9/18) ****						
3697		89 MCPAWS	1,500.00					
		additiona money received for lot funds over budget						
	2018-005	09/24/18 fy18 lot award overage	1,500.00			15 41100	922	10100
		Total for Vendor:	1,500.00					
		*** Claim from another period (9/18) ****						
3679		153 MOUNTAIN WATERWORKS	7,197.60					
		Water System Improvement						
	3628	08/31/18 Final Design	1,118.00		USDA	60 43400	356	10125
	3628	08/31/18 Bidding & Negotiation	3,125.00		USDA	60 43400	357	10125
	3628	08/31/18 Additional Services	2,954.60		USDA	60 43400	355	10125
		Total for Vendor:	7,197.60					
		*** Claim from another period (9/18) ****						
3709		95 NAPA DBA MCCALL AUTO PARTS	20.55					
		restroom supplies for winterization						
	065420	09/25/18 winterization	20.55			10 44100	453	10100
		Total for Vendor:	20.55					
		*** Claim from another period (9/18) ****						
3721		154 NORTH LAKE RECREATIONAL SEWER &	4,800.00					
		sewer contract						
	10-2018	10/01/18 sewer contract	4,800.00			52 41100	541	10100
		Total for Vendor:	4,800.00					

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Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3745		99 OFFICE SAVERS	136.35					
		copy paper, folders, storage boxes						
	22004	10/01/18 paper, folders, boxes	88.63			10 41100	605	10100
	22004	10/01/18 paper, folders, boxes	40.90			51 41100	605	10100
	22004	10/01/18 paper, folders, boxes	6.82			52 41100	605	10100
3746		99 OFFICE SAVERS	41.99					
		file folder labels						
	22044	10/01/18 file folder labels	27.29			10 41100	605	10100
	22044	10/01/18 file folder labels	12.60			51 41100	605	10100
	22044	10/01/18 file folder labels	2.10			52 41100	605	10100
		Total for Vendor:	178.34					
3730		261 RANDY MORELL EXCAVATION &	290.00					
		2" gravel for community center bed						
	18-1660	10/04/18 2" gravel	290.00			10 41100	920	10100
		Total for Vendor:	290.00					
3752		114 ROBERTSON SUPPLY, INC.	241.34					
		frost free / landscaping line fix at rest area						
	4511840	10/08/18 frost free fix	241.34			10 43010	460	10100
		Total for Vendor:	241.34					
3729		115 ROCKY MOUNTAIN SIGNS & APPAREL,	58.00					
		closed for season sign for rest area						
	16684	09/28/18 closed for season	58.00			10 44100	453	10100
		Total for Vendor:	58.00					
		*** Claim from another period (9/18) ****						
3725		122 STAR NEWS	165.00					
		Publication for FY18 Budget Amendment						
	52625	09/30/18 Amend FY18 budget	165.00			10 41100	530	10100
		*** Claim from another period (9/18) ****						
3726		122 STAR NEWS	1,056.00					
		budget hearing notice						
	52500	08/31/18 budget hearing notice	686.40			10 41100	530	10100
	52500	08/31/18 budget hearing notice	316.80			51 41100	530	10100

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CITY OF DONNELLY
Claim Approval List
For the Accounting Period: 10/18

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For dates posted from 09/17/18 to 10/10/18
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
		52500 08/31/18 budget hearing notice	52.80			52 41100	530	10100
3747		122 STAR NEWS	49.02					
		52688 10/04/18 ORD 243 Publication	49.02			10 41100	530	10100
3748		122 STAR NEWS	39.90					
		52690 10/04/18 ORD 242 Publication	39.90			10 41100	530	10100
		Total for Vendor:	1,309.92					
		*** Claim from another period (9/18) ****						
3750		127 TRAFFIC SAFETY SUPPLY	5,788.96					
South Bound Speed Check Sign								
		INV006570 09/20/18 South Bound Speed Check Sig	5,788.96			15 41100	922	10100
		Total for Vendor:	5,788.96					
		*** Claim from another period (9/18) ****						
3694		128 TREASURE VALLEY TRANSIT	2,000.00					
additional lot money received over budget								
		2018-002 09/24/18 FY18 Lot Award Overage	2,000.00			15 41100	922	10100
		Total for Vendor:	2,000.00					
		*** Claim from another period (9/18) ****						
3695		194 VALLEY COUNTY SEARCH & RESCUE	1,392.87					
additional lot money received over budget								
		2018-003 09/24/18 FY18 Lot Award Overage	1,392.87			15 41100	922	10100
		Total for Vendor:	1,392.87					
		*** Claim from another period (9/18) ****						
3696		208 WEST CENTRAL MOUNTAINS ECONOMIC	2,500.00					
additional money received for lot over budget								
		2018-004 09/24/18 FY18 Lot Award Overage	2,500.00			15 41100	922	10100
		Total for Vendor:	2,500.00					
		*** Claim from another period (9/18) ****						
3751		215 WHITE PETERSON	922.00					
N. Moudy Lot Issue								
		130385 09/30/18 N. Moudy Lot Issue	922.00			10 41100	320	10100
		Total for Vendor:	922.00					

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CITY OF DONNELLY
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For dates posted from 09/17/18 to 10/10/18
* ... Over spent expenditure

Claim/	Check	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
*** Claim from another period (9/18) ****								
3704		209 YORGASON LAW OFFICES PLLC	330.00					
September legal constulting								
	Sept-2018	09/28/18 misc lot legal	60.00			10 41100	320	10100
	Sept-2018	09/28/18 midas gold MCM Agreement	270.00			10 41100	320	10100
		Total for Vendor:	330.00					
		# of Claims	35	Total:				37,423.78

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CITY OF DONNELLY
Payroll Summary For Payrolls from 09/27/18 to 09/27/18

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMA HOURS (Comp Time Accumulated)	3.00		0.00
COMP HOURS (Comp Time Used)	10.00		184.48
J001 HOURS (ROAD&STREET)	61.00		1,157.56
J002 HOURS (PARKS)	25.50		475.88
J003 HOURS (WATER OPERATOR)	31.50		590.36
J013 HOURS (WATER MONITORIN)	9.00		178.83
J014 HOURS (EQUIP MAINT)	11.00		192.50
J015 HOURS (SHOP/OFFICE)	12.00		210.00
REG HOURS (Regular Time)	80.00		1,953.60

GROSS PAY	4,943.21	0.00
NET PAY	3,558.27	0.00
DENTAL INS	19.50	55.50
FIT	411.64	0.00
HEALTH INS	0.00	804.00
IDAHO SIT	236.00	0.00
MEDICARE	71.68	71.68
PERSI	335.64	559.57
SOCIAL SECURITY	306.48	306.48
UNEMPL. INSUR.	0.00	39.84
VISION	4.00	12.50
ID FIRST BANK	1,340.37	0.00
STERLING SAVING	1,184.21	0.00
UMPQUA	1,033.69	0.00
FIT/SIT BASE	4,607.57	0.00
MEDICARE BASE	4,943.21	0.00
PERS BASE	4,943.21	0.00
SOC SEC BASE	4,943.21	0.00
UN BASE	4,943.21	0.00
WC BASE	4,943.21	0.00

Total 1,849.57
Total Payroll Expense (Gross Pay + Employer Contributions): 6,792.78

Check Summary

Payroll Checks Prev. Out.	\$1,791.00
Payroll Checks Issued	\$1,791.00
Payroll Checks Redeemed	\$1,791.00
Payroll Checks Outstanding	\$1,791.00
Electronic Checks	\$7,818.79

		Carried Forward	Deduction	Difference	Liab Account
		From Previous Month	Checks Issued		
Deductions Accrued					
Social Security	612.96	774.16	1387.12		21702
Medicare	143.36	181.06	324.42		21702
Unempl. Insur.	39.84	243.63	283.49	-0.02	21713
Workers' Comp	0.00				21700

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CITY OF DONNELLY
Payroll Summary For Payrolls from 09/27/18 to 09/27/18

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FIT	411.64	461.64	873.28	21701
IDAHO SIT	236.00	261.00	497.00	21703
PERSI	895.21		895.21	21704
DENTAL INS	75.00	75.00	150.00	21706
HEALTH INS	804.00	804.00	1608.00	21705
VISION	16.50	16.50	33.00	21705
PERSI CHOICE 40	0.00			21704
Total Ded.	3234.51	2816.99	6051.52	-0.02

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

10/10/18
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CITY OF DONNELLY
Payroll Summary For Payrolls from 10/05/18 to 10/05/18

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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	1,036.68	0.00	
FIT	50.00	0.00	
IDAHO SIT	26.00	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	
UNEMPL. INSUR.	0.00	2.42	
STERLING SAVING	342.64	0.00	
US BANK	694.04	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	
UN BASE	300.00	0.00	
WC BASE	1,600.00	0.00	

Total	307.30
Total Payroll Expense (Gross Pay + Employer Contributions):	1,907.30

Check Summary

Payroll Checks Prev. Out.	\$1,791.00
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$1,791.00
Electronic Checks	\$1,584.08

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 198.40	198.40		396.80	21702
Medicare 46.40	46.40		92.80	21702
Unempl. Insur. 2.42	2.42		4.84	21713
Workers' Comp 0.00				21700
FIT 50.00	50.00		100.00	21701
IDAHO SIT 26.00	26.00		52.00	21703
PERSI 217.32		217.32		21704
PERSI-2 80.08		80.08		21704
PERSI CHOICE 40 250.00		250.00		21704
Total Ded. 870.62	323.22	547.40	646.44	

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

10/10/18
13:26:44

CITY OF DONNELLY
Payroll Summary For Payrolls from 10/11/18 to 10/11/18

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
COMP HOURS (Comp Time Used)	10.00		186.85
J001 HOURS (ROAD&STREET)	49.00		900.16
J002 HOURS (PARKS)	42.00		782.40
J013 HOURS (WATER MONITORIN)	38.00		714.77
J015 HOURS (SHOP/OFFICE)	5.00		87.50
REG HOURS (Regular Time)	80.00		1,953.60
VACA HOURS (Vacation Time Used)	16.00		317.92

GROSS PAY	4,943.20	0.00
NET PAY	3,558.26	0.00
DENTAL INS	19.50	55.50
FIT	411.64	0.00
HEALTH INS	0.00	852.00
IDAHO SIT	236.00	0.00
MEDICARE	71.68	71.68
PERSI	335.64	559.57
SOCIAL SECURITY	306.48	306.48
UNEMPL. INSUR.	0.00	24.61
VISION	4.00	12.50
ID FIRST BANK	1,340.37	0.00
STERLING SAVING	1,184.20	0.00
UMPQUA	1,033.69	0.00
FIT/SIT BASE	4,607.56	0.00
MEDICARE BASE	4,943.20	0.00
PERS BASE	4,943.20	0.00
SOC SEC BASE	4,943.20	0.00
UN BASE	4,943.20	0.00
WC BASE	4,943.20	0.00

Total 1,882.34
Total Payroll Expense (Gross Pay + Employer Contributions): 6,825.54

Check Summary

Payroll Checks Prev. Out.	\$1,791.00
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$1,791.00
Electronic Checks	\$4,453.47

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
Social Security	612.96	811.36	1424.32	21702
Medicare	143.36	189.76	333.12	21702
Unempl. Insur.	24.61	27.03	51.64	21713
Workers' Comp	0.00			21700
FIT	411.64	461.64	873.28	21701
IDAHO SIT	236.00	262.00	498.00	21703

10/10/18
13:26:44

CITY OF DONNELLY
Payroll Summary For Payrolls from 10/11/18 to 10/11/18

Page: 2 of 2
Report ID: P130

PERSI	895.21		895.21		21704
DENTAL INS	75.00	75.00		150.00	21706
HEALTH INS	852.00	852.00		1704.00	21705
VISION	16.50	16.50		33.00	21705
PERSI CHOICE 40	0.00				21704
Total Ded.	3267.28	2695.29	895.21	5067.36	

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

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-76

Meeting Date 10/15/18

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
WCM Community Partnership Agreement Discussion		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			

Gene Tyler was appointed as the City's liason to be a part of the meetings to get additional information on the agreement. A new agreement has been presented and is attached. The City attorney has reviewed the initial agreement and gave his input. At the last meeting the Council wanted additional informaiton. The City of McCall is presenting a series of information meetings on the project etc. Does the Council want to hold an information meeting for the voters in Donnelly in order to assist with their decision on the Agreement. How do they want to proceed?

RECOMMENDED ACTION:

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

DRAFT FOR REVIEW – OCTOBER 3, 2018

COMMUNITY AGREEMENT

EFFECTIVE THIS ____ DAY OF _____, 2018

AMONG

THE CITIES OF [NTD: ADD LIST ONCE FINALIZED]

AND

THE VILLAGE OF YELLOW PINE

AND

[NTD: ADD LIST ONCE FINALIZED] COUNTIES

Being, collectively, the “Communities”

AND

MIDAS GOLD

Being, collectively, Midas Gold Idaho, Inc. the operating entity for the Stibnite Gold Project, and its parent company, Midas Gold Corp.

TABLE OF CONTENTS

[NTD: populate contents automatically and format]

DRAFT

PREAMBLE

WHEREAS the signatories to this Agreement (each a “Party” and collectively the “Parties”) may be affected by the Stibnite Gold Project.

WHEREAS the Parties want to create a long-term working relationship based on mutual trust, respect, transparency and accountability, that also provides for firm commitments to care for people and the environment while supporting economic opportunity for the region.

WHEREAS this Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.

WHEREAS this Community Agreement is designed to create a framework for ongoing communication, information exchange, and sharing of benefits.

WHEREAS Midas Gold is committed to socially and environmentally responsible activities now, and throughout the life of the Stibnite Gold Project, and wishes to formalize this commitment for the long term.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1

COMMITMENTS

- 1) The Parties want to support each other in achieving a positive and values-based vision for the future of the region, particularly as it pertains to the Stibnite Gold Project's impact on Communities.
- 2) This Community Agreement is not an endorsement of the Stibnite Gold Project and does not contain any obligation to endorse the Stibnite Gold Project.
- 3) The purpose of this Community Agreement is to:
 - a) create a mechanism and opportunity for the Communities in Idaho's West Central Mountains area and Midas Gold to discuss, in good faith, the potential and actual impacts of the Stibnite Gold Project on these Communities; and
 - b) to create resources and a framework for ongoing communication, information exchange, and sharing of benefits in order to work collectively to enhance the sustainability of the Communities.
- 4) Accordingly, each Party agrees to:
 - a) Participate in the Stibnite Advisory Council;
 - b) Participate in the NEPA comment period for the Stibnite Gold Project; and
 - c) Participate in the Stibnite Foundation.
- 5) For greater clarity:
 - a) **Stibnite Advisory Council** – To participate in the Stibnite Advisory Council means that the Parties will collectively establish an advisory council comprised of designees of the Parties. The Council will serve as the principal forum for communication among the Parties regarding the Stibnite Gold Project now and throughout the life of the Project, and it will also provide oversight for the implementation of this Community Agreement in an efficient, solution-oriented, timely and cooperative manner. See Chapter 2 of this Community Agreement for further details.
 - b) **NEPA comment period** – To participate in the National Environmental Policy Act ("NEPA") comment period means taking reasonable steps to understand the Stibnite Gold Project and subsequently providing an informed comment letter to the U.S. Forest Service. "Reasonable steps" may include information sharing, discussion, and potential resolution of matters related to the Project by participating in the meetings of the Stibnite Advisory Council. See Chapter 3 of this Community Agreement for further details.
 - c) **Stibnite Foundation** – To participate in the Stibnite Foundation means an individual will be designated by each Party to serve on the board of a charitable foundation that will support the objectives of the region's residents. Funding will be provided to the Stibnite Foundation by Midas Gold. See Chapter 4 of this Community Agreement for further details.

CHAPTER 2

COMMUNICATION AND STIBNITE ADVISORY COUNCIL

- 1) The Parties value open, transparent communication and desire to implement this Community Agreement effectively and cooperatively in accordance with its terms. Accordingly, they have agreed to collectively establish an advisory council (the “Stibnite Advisory Council”).
- 2) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual (“Representative”) to serve a one-year term as a member of the Stibnite Advisory Council.
- 3) Midas Gold’s Representative shall serve as Chair of the Stibnite Advisory Council until a Chair is elected in accordance with rules established by the Council.
- 4) At any time, and at its sole discretion, a Party may remove its Representative from the Stibnite Advisory Council. The Party shall take reasonable steps to designate a replacement.
- 5) The Parties intend that, as soon as practicable and, in any event not later than March 31, 2019, the Stibnite Advisory Council will establish itself as a formal organization, develop rules governing its operation including, but not limited to, matters such as meeting schedule, voting, election of a Chair, staggering of terms to provide continuity to the Council, replacement of Representatives, appointment of alternates and/or successors, goals and objectives, proactive solutions, coordination of the Council with the Stibnite Foundation and other local organizations that may have an interest in the subject matter under consideration of the Council.
- 6) The Parties intend that the Stibnite Advisory Council will, on an ongoing basis, provide regular updates to the Parties regarding the Council meetings and the implementation of this Agreement. Such updates may take the form of a letter, newsletter, presentation, public meeting, blog, video or other method deemed suitable by the Council.
- 7) Midas Gold shall provide reasonable administrative support and resources to the Council.
- 8) The Parties intend that the Stibnite Advisory Council discuss topics of interest to the Parties at the relevant time, which may include, but are not limited to:
 - a) Project status;
 - b) Safety & Environment;
 - c) Employment and Workforce Training;
 - d) Business Opportunities:
 - i) Contracting;
 - ii) Supply of consumables;
 - iii) Services.

- e) Housing & Infrastructure:
 - i) Transportation and access;
 - ii) Power and communication infrastructure upgrades;
 - iii) Road maintenance;
 - iv) Traffic; and
 - v) Recreational access and use.
 - f) Community Support & Sustainability:
 - i) Stibnite Foundation;
 - ii) Education;
 - iii) Health and Fitness;
 - iv) Humanities, Arts, and Culture;
 - v) Police and Fire;
 - vi) Recycling (metals, paper, glass, plastics, etc.); and
 - vii) Local food economy (Greenhouses, gardens, composting).
- 9) The Parties intend that the Council may, on an as-needed basis, establish working groups, comprised of a subset of the Representatives, to discuss matters of greater interest to some of the Parties. Such matters include, but are not limited to, environment, workforce, business opportunities and sustainability, transportation and any other matters the Council deems advisable, including conversations about specific needs of individual Communities.
- 10) Possible working groups that may be established by the Council include:
- a) Environment, Health & Safety;
 - b) Employment & Training;
 - c) Business Opportunities;
 - d) Housing & Infrastructure;
 - e) Tourism & Recreational Access; and
 - f) Any other working group deemed advisable by the Council.

CHAPTER 3

PARTICIPATION IN THE NEPA COMMENT PERIOD

- 1) Site restoration and re-development of mineral resources at Stibnite, generally known as the Stibnite Gold Project or Project, has been proposed in the Plan of Restoration and Operations (“PRO”) that Midas Gold filed with the United States Forest Service (“Forest Service”) and other regulatory authorities in September 2016 and is currently under a public and regulatory review process, in accordance with the National Environmental Policy Act (“NEPA”).
- 2) Parties have agreed to take reasonable steps to be informed about the Stibnite Gold Project with the purpose that being informed improves open communication and resolutions. Participation in the Stibnite Advisory Council, as noted above, is intended to help fulfil this obligation of the Parties.
- 3) Each Party shall provide one or more documents (each a “Comment Letter”) to the Forest Service during one or more of the public comment periods of the NEPA process related to the Stibnite Gold Project.
- 4) Each Party, at its sole discretion, shall determine the content of its Comment Letter(s).

CHAPTER 4

THE STIBNITE FOUNDATION

- 1) Within 90 days of the Effective Date of this Community Agreement, Midas Gold shall establish the Stibnite Foundation, and shall apply for status of the Stibnite Foundation as a 501(c)3 organization, in order to provide a long-term and sustainable mechanism to fund projects that are of benefit to the Communities.
- 2) Midas Gold shall provide funding to the Stibnite Foundation as noted below in this Community Agreement.
- 3) The Parties do not intend that the Stibnite Foundation funding be used to address direct impacts of the Stibnite Gold Project as the Parties anticipate such matters will be addressed by the NEPA process and/or in permits that may be granted by regulatory agencies.
- 4) The Parties intend that the Stibnite Foundation Board coordinate with the Stibnite Advisory Council in resolving matters that are important to the Communities and that may be indirectly associated with the impact of the Project, or matters that are not addressed by formal regulatory processes. All eligible entities, including any entity that is a signatory to this Agreement and any entity that is not a signatory to this Agreement, may apply to the Stibnite Foundation for funding.
- 5) The Parties intend for the Stibnite Foundation to award funding for projects that are, among other things, likely to provide benefits to the Communities of the region. Depending on the project, the Stibnite Foundation may provide matching funds to complete requirements for an award of a larger grant or it may fund smaller projects in their entirety.
- 6) As soon as practicable, and thereafter on an annual basis, each Party shall, in accordance with its own rules, designate an individual ("Board Member") to serve a one-year term on the Board of the Stibnite Foundation and help determine the distribution of funds in accordance with the Bylaws of the Stibnite Foundation.
- 7) The Parties intend that the Stibnite Foundation create an endowment that will continue beyond the conclusion of the Stibnite Gold Project, and therefore the obligation of each Party to designate a Board Member on an annual basis shall survive the termination of this Community Agreement.
- 8) Midas Gold's designee shall serve as the initial Chair of the Stibnite Foundation.
- 9) The Parties intend that individuals appointed as Board Members provide guidance regarding the rules governing the Stibnite Foundation.

- 10) At any time, and at its sole discretion, a Party may remove its designee from the Stibnite Foundation Board. The Party shall take reasonable steps to designate a replacement.
- 11) As the Stibnite Gold Project progresses, Midas Gold will share the results of its growth with the Stibnite Foundation and, by extension, with the Communities. Accordingly, Midas Gold will provide the following to the Stibnite Foundation:
- a) Within 60 days of the formation of the Stibnite Foundation in accordance with this Community Agreement, Midas Gold will make an initial grant to the Stibnite Foundation of \$100,000 and, subject to regulatory approval, 1.5 million shares of Midas Gold Corp.
 - b) In the first quarter of 2019 and in the first quarter of 2020, Midas Gold shall make additional grants of \$100,000 to the Stibnite Foundation.
 - c) Within 15 days of receipt of a positive Record of Decision for the Stibnite Gold Project, Midas Gold shall make a further grant of \$100,000 to the Stibnite Foundation.
 - d) Within 15 days of receipt of all permits and approvals necessary for the commencement of construction of the Stibnite Gold Project, Midas Gold shall make a grant of \$100,000 and, subject to regulatory approval, a further 1.5 million shares of Midas Gold Corp. to the Stibnite Foundation.
 - e) Within 15 days of commencement of construction, as publicly declared by Midas Gold Corp., and in the first quarter of every subsequent full year of construction until the commencement of commercial production, Midas Gold shall make a grant of \$250,000 per year to the Stibnite Foundation.
 - f) Within 15 days of commencement of commercial production, as publicly declared by Midas Gold Corp., and in every subsequent full year of commercial production, Midas Gold shall make a grant of the greater of (i) [FORMULA: 1% of after tax income, after deducting principal and interest] (the "Calculated Payment"), or (ii) \$500,000 (the "Minimum Payment") to the Stibnite Foundation, payable in quarterly installments.
 - i) Any amount in excess of the Calculated Payment needed to achieve the Minimum Payment in any given year of commercial production will be considered as an advance on future payments and the overpayment amount(s) will be carried forward to offset the payment(s) in the subsequent year(s) of commercial production that exceed the Minimum Payment.
 - g) Upon commencement of the final reclamation phase of the Stibnite Gold Project, as publicly declared by Midas Gold Corp., Midas Gold shall make a final, one-time grant of \$1 million to the Stibnite Foundation.
- 12) The Parties intend that the shares of Midas Gold Corp. donated to the Stibnite Foundation be retained longer-term in order to provide the basis for a lasting endowment and that, in addition, a certain percentage of the cash component should be retained as part of the long-term endowment, with the substantial majority of the cash component being distributed each year.

CHAPTER 5

GENERAL MATTERS

1) Interpretation

- a) The Preamble is an integral part of this Community Agreement.
- b) Any informational topics that may be attached to this Community Agreement are provided solely as background information and are not part of this Community Agreement.
- c) Headings, including the table of contents, are included for convenience only, and do not affect the construction or interpretation of any provision in this Community Agreement.
- d) All capitalized terms have the meanings ascribed to them in this Community Agreement.

2) Effective Date and Term of Agreement

- a) The Effective Date of this Community Agreement is the date first written above.
- b) This Community Agreement shall terminate automatically on the date that one year following the commencement of the final Reclamation phase of the Stibnite Gold Project as publicly announced by Midas Gold Corp. (the “Termination Date”).
- c) Notwithstanding the termination clause above, the obligation of each Party to annually designate a Stibnite Foundation Board Member shall survive the termination of this Community Agreement and shall continue for such period of time as the Stibnite Foundation exists, unless such Party opts out of this Community Agreement in accordance with the provisions below.

3) Opt-Out

- a) Any Party, except for Midas Gold, may opt out of this Community Agreement and have no further obligation under this Agreement, by providing written notice to each other Party.
- b) Midas Gold, and any successors or assigns of Midas Gold, may not opt out of this Community Agreement and shall be bound by its obligations under this Community Agreement until the Termination Date.

4) Amendments

- a) This Agreement may be amended only by agreement of a super-majority of at least two-thirds of the Parties. Amendments may include the addition of one or more entities that may, in future, want to participate in this Community Agreement.

5) Responsibilities of the Parties

- a) Each Party acknowledges the value of openness and transparency and acknowledges its own responsibility for following applicable laws, rules and regulations.

6) Entire Agreement

- a) This Community Agreement is the entire agreement among the Parties.

7) Notices to Parties

- a) To be effective, a Notice must be in writing, signed by the initiating Party, and delivered to the receiving Party at its usual office address.

8) News Releases and Public Announcements

- a) Parties will take reasonable steps to coordinate with each other regarding any news release and/or public announcement regarding this Community Agreement or the collective actions contemplated herein.

9) Default or Breach of Agreement and Available Remedies

- a) A Party will be in default or in breach of this Agreement only if such Party receives Notice of an alleged default or breach and does not cure within 30 days of such Notice.
- b) A Party shall not use a breach or default by any one Party as grounds for the revocation of this Community Agreement, in whole or in part.
- c) Furthermore, nothing in this Community Agreement, shall be construed as relieving Midas Gold from its obligation to fund the Stibnite Foundation in accordance with this Community Agreement.
- d) The remedy available to be used against an uncured breaching/defaulting Party, other than Midas Gold, is limited to the loss of such Party's right to designate a Representative on the Stibnite Advisory Council and/or the right to designate a Board Member on the Stibnite Foundation.

10) Governing Law

- a) This Community Agreement shall be governed by the laws of the State of Idaho.

11) Dispute Resolution

- a) In the event of a dispute among the Parties with respect to this Community Agreement, the Party raising the dispute (the “Initiating Party”) may give Notice in writing to the other Party (the “Receiving Party”), with a copy of such Notice to each other Party, providing particulars of the matter and the remedy sought.
- b) Within 10 days after the date of the Notice, the Initiating Party and Receiving Party shall meet and shall use best efforts to resolve the matter in good faith.
- c) If there is no mutually acceptable resolution of the matter within 30 days of the Notice, the Initiating Party may, and provided the Initiating Party has the agreement in writing of a majority of the other Parties, take the matter to mediation under applicable laws.
- d) If there is no resolution, acceptable to a majority of the Parties, of the matter within 30 days of the commencement of the mediation, the Parties may take the matter to arbitration under applicable laws by a suitably qualified arbitrator, who shall be a person mutually agreeable to the Parties; provided that, if the Parties are unable to agree on an arbitrator within 15 days of a Party providing a Notice to proceed to arbitration, the Chair of the Stibnite Advisory Council shall choose the arbitrator within a further 30 days.
- e) The decision of the arbitrator shall be binding on the Parties and no further action may be taken by the Parties.

[INSERT PAGE BREAK]

CHAPTER 6

SIGNATORIES

IN WITNESS THEREOF, the Parties hereto have executed, in the spirit of cooperation, this Community Agreement effective on the date first written above.

DONNELLY CITY COUNCIL
AGENDA BILL

Number

AB 18-77

Meeting Date 10/15/18

169 Halferty Street
Donnelly, Idaho 83615

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Donnelly Farmer's Market 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:				
TIMELINE:	Unknown			

Final draft submitted to include what happens if the Farmer's Market is no longer operating.

RECOMMENDED ACTION:

- 1. Adopt Resolution 2018-018 Memo of Understanding between City and Donnelly Farmers Market*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Memorandum of Agreement

AGREEMENT BY AND BETWEEN

THE DONNELLY FARMERS MARKET (DFM)

AND

THE CITY OF DONNELLY (CITY)

RECITALS

DFM mission is to: provide improved access to fresh produce and other whole foods for the Donnelly area community, which the USDA defines as a food desert, while providing the community with an activity which fosters healthy and nutritious eating habits. The Market's location is the Donnelly City Park and the mailing address is: P.O. Box 603 Donnelly, ID 83615

AGREEMENT

1. DFM will purchase and install an 8x8 utility shed to be placed within the Donnelly City Park at a location mutually agreed upon.
2. In the case the DFM no longer exists, this shed will become the property of the City of Donnelly after a period of two years from the last market.
3. While under the ownership of the Donnelly Farmer's Market, we will maintain it to the standards recommended by the City of Donnelly Public Works Director.
4. If maintenance is not completed in a timely manner the City shall bill the DFM for the necessary maintenance to be completed.
5. This agreement does not have an expiration date.

AGREED AND ACKNOWLEDGED THIS DATE: _____, 2018

Donnelly Farmers Market

By: _____
Liz Jones, President

City of Donnelly

By: _____

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-85

Meeting Date 10/15/18

Action Item

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Donnelly Racquet Courts Dedicated Pickleball Court		Mayor / Council		
		Clerk/Treasurer		Cami
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			

SUMMARY STATEMENT:

Valley County Pickleball group wants to convert one of the courts to 4 pickleball courts. In the previous meetings they presented a sample agreement between the City, Tennis Players and Pickleball club. Maintenance would still be solely up to the City to maintain with the addition of \$500 from the pickleball club (not guaranteed).

Clerk contacted the School District in regards to the deed restriction. Mr. Foudy indicated that he would need to see an agreement with Tennis Club (which no longer exists), the City and the Pickleball club to change the courts before he will present to the School Board. No guarantee that they will change the deed restriction. (email attached)

It is recommended that if they change be done that it be done by a professional contractor and not the picklebal club. This will provide a warranty on work.

RECOMMENDED ACTION:

- 1. Accept or Deny Request*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-86

Meeting Date 10/15/18

AGENDA ITEM INFORMATION				
SUBJECT: <i>Draft Ordinance Interference with Road Maintenance, Snow Removal & Deposit of Snow on Right of Way</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: Ordinance 139 was adopted in 1996 (attached) The proposed draft ordinance would repeal this Ordinance. It would include more details and change the time of parking restrictions. Please review.				
RECOMMENDED ACTION: <i>1. Recommend changes to Clerk for the November meeting.</i>				
RECORD OF COUNCIL ACTION				
MEETING DATE	ACTION			

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY OF DONNELLY, VALLEY COUNTY, IDAHO, RELATING TO INTERFERENCE WITH ROAD MAINTENANCE, SNOW REMOVAL AND DEPOSIT OF SNOW ON RIGHT OF WAY PROHIBITED; PROVIDING PENALTIES, PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Interference with Road Maintenance: It shall be unlawful for any person to park, abandon, or otherwise leave unattended any vehicle or trailer, as defined in Chapter 1 of title 49, Idaho Code on any city right of way at any time or in any manner which will obstruct or hinder any city employee, or city contractor during road maintenance operations. Owners of vehicles or trailers parked in violation of this section shall be subject to towing.

WHEREAS, Interference with Snow Removal: It shall be unlawful for any person to park, abandon, or otherwise leave unattended any vehicle or trailer, as defined in Chapter 1 of title 49, Idaho Code on any city right of way at any time or in any manner which will obstruct or hinder any city employee, city contractor, county employee or state of Idaho employee during snow removal operations or which will leave any vehicle in such a position that it is subject to damage by city employees, city contractors, or state employees engaged in snow removal operations. Owners of vehicles parked in violation of this section shall also be held liable for any damage to snow removal equipment, which may occur due to contact with said vehicle. The city of Donnelly, Valley County and State of Idaho shall not be liable for damage to any vehicles or property parked in violation to this section. Snow removal operations shall be deemed completed at such time as the full width of the street right of way has been restored.

For the purposes of this Ordinance, snow removal operations from November 1 to March 31 of the following year are presumed to occur daily along Highway 55, East Roseberry Road and West Roseberry Road between the hours of three o'clock (3:00) A.M. and seven o'clock (7:00) A.M.; on all other streets between the hours of three o'clock (3:00) A.M. and twelve o'clock (12:00) noon.

WHEREAS, Snow Deposited on Right Of Way Prohibited: Snow may not be dumped, deposited, placed or pushed into a city street or public right of way. Snow removed from private property may not be piled so as to block or cover a fire hydrant, snow pole, street sign, culvert inlets and outlets, or other drainage structure.

WHEREAS, Any violation shall result in an infraction and shall be punished by a fine not to exceed one hundred dollars (\$100) for each such violation, or the interfering vehicle or trailer shall be towed by a local towing company defined by Resolution.

WHEREAS, Effective Date: That this ordinance shall take effect and be in full force upon its passage, approval and publication of the same in accordance with Idaho law.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DONNELLY, IDAHO,

PASSED AND APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF DONNELLY, IDAHO
THIS _____ DAY OF _____, 2018

Brian Koch, Mayor

Attest:

Cami Hedges, City Clerk Treasurer

ORDINANCE NO. 139

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

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

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

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

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

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

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

Daniel M. Jones
Mayor

ATTEST:

Susan Carter Moss
City Clerk

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-87

Meeting Date 10/15/18

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Ordinance Review Business License Ordinance 192		Mayor / Council		Koch
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:				
TIMELINE:	Unknown			

SUMMARY STATEMENT:

Ordinance 192 was adopted in 2008. Please review for changes and proposed penalties by operating without a license within the City limits. Currently no provisions beside license revoked.

RECOMMENDED ACTION:

1. Instruct Clerk how council would like to proceed.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

ORDINANCE NO. 192 – Business License

AN ORDINANCE OF THE CITY OF DONNELLY, IDAHO, ESTABLISHING REQUIREMENTS FOR A BUSINESS LICENSE TO PROVIDE PERSONNEL CHARGED WITH THE RESPONSIBILITY OF PROTECTING THE HEALTH AND SAFETY OF THE PUBLIC AND THE ENVIRONMENT WITH INFORMATION RELATING TO BUSINESS OPERATIONS WITHIN THE CITY THAT WILL AID THEM IN PROVIDING POLICE, FIRE AND ENVIRONMENTAL PROTECTION AS WELL AS INFORMATION REGARDING CONTACT PERSONS IN THE EVENT OF AN EMERGENCY. IT IS THE FURTHER PURPOSE OF THIS ORDINANCE TO PROVIDE THE CITY WITH INFORMATION REGARDING THE TYPES OF BUSINESSES OPERATING WITHIN THE COMMUNITY IN ORDER TO FACILITATE RECRUITMENT AND RETENTION OF BUSINESSES AND TO FURTHER THE ECONOMIC DEVELOPMENT OF THE COMMUNITY.

Section 1:

A. APPLICABILITY:

The provisions of this chapter shall be applicable to all wholesale and retail businesses and all activities, occupational callings, trades, pursuits or professions that conduct business from a location within the City of Donnelly with the object of gain, profit, benefit or advantage. Each business location shall be deemed a separate business unless it is a specific annex to the main location of the business. The license is not intended to repeal any license or franchise provisions of any other Ordinance of the City of Donnelly, nor is the license to be considered a waiver of any other requirements of compliance with any federal, state and local laws.

B. LICENSE REQUIRED:

No person shall engage in any business within the City of Donnelly for which licensing is required by this Ordinance, without having submitted a license application to the City Clerk and receiving a general business license in accordance with the provisions of this Ordinance. This license shall be in addition to any other license required by other sections of this Ordinance. Such license shall be valid for one calendar year so long as the ownership, management, nature of the business or location of the business remains unchanged.

C. EXEMPTIONS:

1. The fee provisions of this chapter shall not apply to:

- a. Persons qualifying as a nonprofit business, including charitable activities, within the meaning of Section 501 (C)(3) of the United States Internal Revenue Code. Possession of a certificate of such status from the Internal Revenue Service shall be required to qualify for this exemption.
 - b. Any agency of the United States government and any political subdivision of the State of Idaho.
 - c. Persons who occupy space at a flea market, but shall apply to the of the flea market.
2. In addition, both the fee and license provisions of this chapter shall not apply to:
- a. Persons who make occasional sales of their own household property not more than twice each calendar year;
 - b. Domestic servants, newspaper carriers or casual labor not included as temporary employees of a regularly conducted business;
 - c. Lessor's of any residential property having one (1) or two (2) family units.

D. LICENSE APPLICATION:

A general license application shall be provided by the City Clerk and the application shall contain information including, but not limited to, the name, residence address and residence phone number of the owner and manager of the business, the street and mailing address of the place of business, the business phone number, and the nature of the business to be conducted at such address and any other information deemed necessary by the City for the health and safety of emergency service personnel or utility service providers. Every application shall be personally signed by the owner or his agent.

E. LICENSE FEE:

A license fee in an amount set by resolution of the City Council has to be paid at the time the application is submitted to the City Clerk and prior to the issuance of a general business license. Also City services will not be turned on until the licensing is complete.

F. DISPLAY OF LICENSE:

Every business required under this Chapter to obtain a general business license shall display such license in a prominent location upon the business premises. No business shall loan, sell, give or assign to any other person or allow any other person to use or display, or to destroy, damage or remove, or to have in his possession any license which has been issued to said business.

G. CHANGE OF OWNERSHIP, MANAGEMENT, NATURE OF BUSINESS OR LOCATION OF BUSINESS:

1. Whenever the ownership, nature of the business or location of any business within the City is changed, a new license application reflecting the change shall be presented to the City Clerk within ten (10) days of said change. The date of the issuance of the new license shall be the new anniversary date for license renewal.
2. Whenever the management of the business changes, the City Clerk shall be notified in writing of the name of the new manager, residence address and residence phone number of the new manager.

H. COMPLIANCE WITH LAWS:

Licensees shall comply with all applicable federal, state and local laws and regulations.

1. A general business license may be denied, suspended or revoked for failure of the applicant to comply with the provisions of this Chapter.

I. SUSPENSION OR REVOCATION OF LICENSE:

In the event it is brought to the attention of the City Council that a violation has taken place, before revoking or suspending such license, the City Council shall cause notice to be served upon the licensee, setting forth in general terms of the violation or violations claimed to have been committed and such notice shall provide a time for the licensee to respond to the allegations. The City Council may revoke or suspend the license if the City Council finds that the license was issued in error or that licensee has violated the provisions of this Chapter and no refund of any unused portion of the license fee shall be made to the licensee.

J. APPEAL:

Any applicant who has made application for a license under the provisions of this chapter and who has been denied such a license, or any person holding a license which is revoked or suspended under the provisions of this chapter, may request a hearing before the City Council.

Section 2: SEVERABILITY.

The Ordinance is hereby declared to be severable. Should any portion of this Ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the Ordinance before the declaration of partial invalidity.

Section 3: REPEAL OF CONFLICTING PROVISIONS.

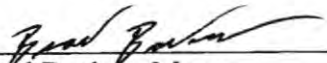
All provisions of the current Donnelly Municipal Code or Ordinances of the City of Donnelly which conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4: EFFECTIVE DATE.

This Ordinance shall be effective upon passage and publication as provided by law.

Enacted by the City Council as an Ordinance of the City of Donnelly on the 10th day of March, 2008.

CITY OF DONNELLY



Brad Backus, Mayor

ATTEST:



Judy Linman, City Clerk



ORDINANCE NO. 192

Public Hearing on 2/25/08
Adopted at City Council 3/10/08
Published Long Valley Advocate 4/2/08

DONNELLY CITY COUNCIL
AGENDA BILL

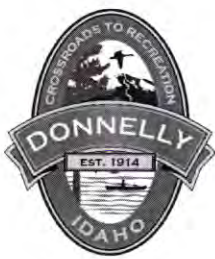
169 Halferty Street
Donnelly, Idaho 83615

Number AB 18-88

Meeting Date 10/15/18

Action Item

AGENDA ITEM INFORMATION			
SUBJECT: <i>Donnelly Depot Center Trash Service</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		Koch
	Clerk/Treasurer		
	Public Works		
COST IMPACT:			
FUNDING SOURCE:			
TIMELINE:	Unknown		
SUMMARY STATEMENT: We have been receiving complaints from tenants on the City provided dumpster at the Donnelly Depot Center. Currently in the lease it states that the City will provide trash service to each unit. One renter is using the majority of the space and sometimes all of the space each week, therefore causing an overflow and eye sore around the dumpster. Currently the cost is approx. \$120 each month for this dumpster. To add an additional dumpster we are looking an additional \$120 per month. Solution: to provide each tenant a green Lake Shore can at \$22 per month totalling \$110. (approx). This would eliminate the overflow as well as the trash around the dumpster. If the tenant that uses the dumpster the most wants additional trash service he will then need to pay for his own.			
RECOMMENDED ACTION: <i>1. Instruct Clerk how council would like to proceed.</i>			
RECORD OF COUNCIL ACTION			
MEETING DATE	ACTION		



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: October 11, 2018

Water Accounts: As of Thursday, October 11, 2018 we have \$1,172.41 past due 30 days or more, in water billings. They have been notified for disconnection on the 22st if payment has not been received. (2 accounts are already shut off).

Local Option Tax: Our local option tax receipts for sales in August were \$8717.14 which is up 6.1% in collection for this fiscal year compared to last year. Total collection for the year was \$76,730.98 including interest.

Clerk Report: Would like to propose hiring a temporary or on call person to cover office when out or need assistance on projects. Similar to a substitute at the school. I would like to attend more trainings and classes to fulfill my Certification.

Parks & Recreation: Closed for Season

Water System Improvement Progress Report: Pre-Construction meeting was held with USDA – RD, Mountain Waterworks, Contractor and Public Works. Work will begin on well house and booster station upgrade Tuesday, October 16th. Contractor may place a RV for the workers at the site and to use as a job trailer. This will only be a maximum of 60 days this fall and then again next Spring when work continues. They are asking to use power at the pump station. This part of the project will be completed no later than August 1st but proposed to be completed in May.

Planning & Zoning: The October meeting was held but did not have any agenda items.

Road & Streets: Radar traffic data that was taken off of Roseberry should be received in the two weeks. This data along with pedestrian data taken will help with the grant applications. We have been entering the sign and road surface inventory into Iworq program which will also assist with the data for these applications.

Office Closed / Vacation: October 8th Columbus Day – we did not close, we will take this day after Thanksgiving. Office Closed November 22nd & 23rd.

Upcoming Meeting Dates: Planning & Zoning, Monday, November 5st, City Council November 19th.

City of Donnelly

LOT Actual Dollars Earned per Month

Month	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	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	
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	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	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	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	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	4,936.35	16.5%
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	3,950.94	16.4%
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	4,102.85	16.1%
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	5,452.92	10.4%
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	7,734.23	7.8%
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	13,255.76	8.1%
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	8,717.14	6.1%
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	76,730.98	
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	4,244.57	
Budgeted Dollars					34,000.00	34,000.00	34,000.00	36,000.00	40,000.00	45,100.00	55,000.00	