



AGENDA
Donnelly City Council
Monday, June 17, 2019 at 5:30 pm
Donnelly Community Center

ROLL CALL

PLEDGE OF ALLEGIENCE

AB 19-38 Resignation of Mayor, Brian Koch (Action Item)

AB 19-39 Filling Mayoral Vacancy/Oath of Office (Action Item)

Executive Session per Idaho Code 74-206 1(a) "to consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to apply to filling a vacancy or need.

ROLL CALL

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

City Council Minutes – April 22, 2019, May 20, 2019 and May 29, 2019

Vouchers – May 21, 2019 through June 12, 2019

Treasurer's Report – May 2019

Payroll Summary –May 23rd through June 6th

PUBLIC COMMENT:

At this time, the Mayor will call for any comments from the public on any subject whether 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 19-40 Pickle Ball Club Request for Waiver of Ordinance No.219 (Action Item)

AB 19-41 Contract Labor Support (Action Item)

AB 19-42 Airport Fencing Replacement/Repairs (Action Item)

AB 19-43 Zwygart, Johns & Associates CPA Auditor Engagement Letter FY 19 Audit (Action Item)

AB 19-44 Back-Up Water Operator-Drake Diversifield, LLC (Action Item)

AB 19-45 Local Option Tax Awards FY20 (Action Item)

AB 19-46 Transition Plan for Accessibility (Action Item)

AB 19-47 Purchase of Fee Vaults (Action Item)

AB 19-48 Water System Purchases (Action Item)

AB 19-49 Amended and Restated Health Benefits (Action Item)

AB 19-50 Resolution No. 2019-006 Signatories

Executive Session per Idaho Code 74-206 1(b) - "to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public school student"-Personnel

ROLL CALL

STAFF REPORTS:

ADJOURN

Any person needing special accommodation to participate in the above noticed meeting should contact the City Clerk's Office at, 347-2171, at least 24 hours in advance of the meeting date.

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-38

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:

Accept resignation of Brian Koch as Mayor.

RECOMMENDED ACTION:

1. *Accept Resignation of Mayor Koch by Motion*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-39

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:

Appoint new Mayor

RECOMMENDED ACTION:

1. *Motion to appoint new Mayor*
2. *Oath of Office*

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

City Council Meeting on Monday, April 22, 2019 at 6:00 pm Donnelly Community Center

MINUTES

Meeting called to order by Council President Davenport at 6:00 p.m.

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

Pledge of Allegiance

CONSENT AGENDA:

City Council Minutes – March 18, 2019

Vouchers – March 19 through April 18, 2019

Treasurer's Report –March 2019

Payroll Summary –March 15th through April 18, 2019

Motion by Minshall, 2nd by Hoogendyk to approve the Consent agenda. Motion carried.

PUBLIC COMMENT:

Council President Davenport for anyone with public comment.
There were none.

BUSINESS AGENDA:

AB 19-26 Tree City USA Award – John Lillehaug

John Lillehaug introduced Scott Severs who will be taking his place at the Department of Lands. He also presented the City with the Tree City Award. To be recognized as a tree city each city has to meet certain criteria. This is the 7th year Donnelly has met the criteria. He would like the city to work toward seeing Donnelly receive the Growth Award in the next few years.

AB19-27 Northern Valley Recreation District – Sherry Maupin

The Northern Valley Recreation District will be on the May 21st ballot. There is a strategic plan that has been discussed for the proposed district. Many individuals are not able to utilize current recreation. Trail systems, key access points, funding mechanism to secure these and open space. In the future they propose a recreation complex. This tax would be approximately

\$30 per \$100K assessed value. The proposed boundary is the McCall/Donnelly school district. There would be elected positions after the initial three years. There would be a Donnelly representative.

AB19-28 Library District Use of the City Property (ACTION ITEM)

After discussion with the Council, and the concerns of the drainage and potential hazards on the property, they would like to place this item on hold until further information is obtained.

Motion by Minshall, 2nd by Hoogendyk to obtain further information. Motion carried.

AB19-29 Over the Road Banner (ACTION ITEM)

Clerk received information from structural engineer on the Over the Road Banner system. We tried to obtain quotes to place a new structure and were not able to get anyone interested in doing the work. Clerk would like to propose to move the system to the Kiosk area on t-posts to allow the display of signs for the people who already have the banners and those that want to use the system. She proposes that there is no cost associated to this.

Motion by Bergquist, 2nd by Hoogendyk to move the Over the Road banner system to a simple system at the Rest Area / Kiosk until further notice. Motion carried.

AB 19-30 Stibnite Foundation Appointment

Midas Gold requested that we formalize the appointment of Gene Tyler to represent the City of Donnelly on the Stibnite Foundation.

Motion by Minshall, 2nd by Bergquist to appoint Gene Tyler to represent the city of Donnelly. Motion carried.

STAFF REPORTS:

Gene Tyler provided an update on the Stibnite Advisory Council meetings.

Clerk's staff report was included in packet.

ADJOURN:

Motion by Minshall, 2nd by Hoogendyk to adjourn until our next regular scheduled meeting, May 20, 2019. Motion carried.

Adjourned at 7:26 p.m.

Approved:



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, May 20, 2019 at 6:00 pm Donnelly Community Center

MINUTES

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

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

Pledge of Allegiance

CONSENT AGENDA:

Vouchers – April 22, 2019 through May 16, 2019

Treasurer's Report –April 2019

Payroll Summary –April 19 through May 9, 2019

Motion by Minshall, 2nd by Hoogendyk to approve the Consent agenda with the additional vouchers and removing City Council minutes. Motion carried.

PUBLIC COMMENT:

Mayor Koch asked for public comment.

There were none.

BUSINESS AGENDA:

AB 19-31 Valley County Pathways – Brett Shepherd (ACTION ITEM)

Brett Shepherd represents Donnelly on the Valley County Pathways Committee. They have put together the plan to build a pathway along West Roseberry Road through the airport to the boat docks. This plan is ready to fund raise for. They would like to know how the City would like to proceed. City will own and maintain the pathway. There will be a public comment period.

Motion by Bergquist, 2nd by Hoogendyk to work with Valley County Pathways to obtain Letters of Intent for Easement, Survey's, and Community Comment Period. Motion carried.

AB19-32 Valley County Pickleball – Larry Keene (ACTION ITEM)

The Valley County Pickleball Club would like to paint additional lines on the court to make four playing surfaces on the West Court only. The cost of this would be \$450 and would not affect anything on the East Court and would keep two tennis courts when the West court was not in use by pickleball. They also are proposing to purchase new temporary nets that are on wheels that would be removed from the court and placed along the fencing when not in play. They indicated that they would commit to the City of a donation of \$500 each August 1st for ongoing maintenance of the courts.

Councilwoman Minshall would like to see the courts remain the way they are and have no changes. For tennis players it is distracting and intimidating for the pickleball players to be there. There is no parking and it doesn't feel good to want to play if they are on the courts.

Motion by Hoogendyk, 2nd by Bergquist to approve painting of the West court to add 4 playing courts on the West Court only. Hoogendyk (yes), Bergquist (yes) Minshall (no). Motion carried.

AB19-33 Pedestrian Crossing Painting (ACTION ITEM)

Each year the City has the pedestrian crossings painted by Curtis Clean Sweep. This year we are proposing that we have the lines painted again.

Motion by Minshall, 2nd by Hoogendyk to approve the painting of the pedestrian crossings by Curtis Clean Sweep. Motion carried.

AB 19-34 Idaho Power Easement – Horizon Cell Tower (ACTION ITEM)

Idaho power has presented an easement across City property to access the new cell tower.

Motion by Hoogendyk, 2nd by Minshall to approve the Easement and authorize Mayor to sign all necessary documents.

AB 19-35 City Hall Phones (ACTION ITEM)

Clerk presented cost to switch providers to Ooma to save money on phone services. It would save about \$50 per month.

Motion by Minshall, 2nd by Hoogendyk to approve switching and purchasing phones outright. Motion carried.

AB 19-36 Capital Improvements – Vision for City

Clerk provided Council with a list of capital improvements that have previously been discussed over the past few years. She is asking for more input from the council for budgetary purposes.

AB 19-37 Planning and Zoning Absorption (ACTION ITEM)

Clerk presented information for the Council to take on the duties of Planning and Zoning. Council discussed and were not ready to dissolve the P&Z Commission at this time.

Motion by Minshall, 2nd by Hoogendyk to keep the Planning and Zoning Commission. Motion carried.

STAFF REPORTS:

Clerk's staff report was included in packet. Council would like to see the roads oiled prior to placing the speed bumps.

Mayor Koch notified staff and council that he is resigning from Mayor effective the June 17th, he will be sending an official resignation after speaking to PERSI.

ADJOURN:

Motion by Minshall, 2nd by Bergquist to adjourn until our next regular scheduled meeting, June 17, 2019. Motion carried.

Adjourned at 7:59 p.m.

Approved:



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, May 29, 2019 at 6:00 pm** Donnelly Community Center

MINUTES

Meeting called to order by Council President Davenport at 6:00 p.m.

Roll Call: Councilwoman Minshall, Councilwoman Hoogendyk and Councilwoman Davenport were present. Councilwoman Bergquist was absent. Clerk Hedges was also present.

EXECUTIVE SESSION:

Pursuant to Idaho Code § 74-206 Section 1 (a & b)

Motion by Minshall, 2nd by Hoogendyk to enter Executive Session to consider personnel matter.

Roll Call: Davenport (yes), Minshall (yes), Hoogendyk (yes)

Exited Executive Session at 7:10 p.m.

ADJOURN:

Motion by Davenport, 2nd by Hoogendyk to adjourn until our next regular scheduled meeting, June 17, 2019. Motion carried.

Adjourned at 7:11 p.m.

Approved:

06/12/19
17:12:05

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 05/21/19 to 06/12/19

Page: 1 of 9
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4299	E	170 ADOBE SYSTEMS INC.	14.99					
1	071116	06/11/19 pdf solutions	14.99			10 41100	620	10190
		Total for Vendor:	14.99					
4275	-99806E	6 AMAZON	5.29					
		pens						
1	9386621	05/28/19 pens	5.29			10 41100	605	10190
4276	-99805E	6 AMAZON	18.98					
		letter opener						
1	4558646	05/28/19 letter opener	18.98			10 41100	605	10190
4277	-99804E	6 AMAZON	83.97					
		shade sail						
1	1754633	05/29/19 shade sale	83.97			10 44100	438	10190
4278	-99803E	6 AMAZON	26.97					
		shade said hardware						
1	3868228	05/29/19 hardware	26.97			10 44100	438	10190
		Total for Vendor:	135.21					
4317		8 ANALYTICAL LABORATORIES, INC	51.00					
		monthly tests						
1	62862	05/31/19 testing	16.00			51 43400	560	10100
2	62862	05/31/19 sample pickup	35.00			51 43400	560	10100
		Total for Vendor:	51.00					
4306		14 BOISE OFFICE EQUIPMENT	140.55					
		copier maintenance						
1	IN2013832	06/03/19 copier maintenance	91.35			10 41100	611	10100
2	IN2013832	06/03/19 copier maintenance	42.17			51 41100	611	10100
3	IN2013832	06/03/19 copier maintenance	7.03			52 41100	611	10100
		Total for Vendor:	140.55					

06/12/19
17:12:05

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 05/21/19 to 06/12/19

Page: 2 of 9
Report ID: AP100V

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4290		150 CABLE ONE	6.42					
1	112587266	06/10/19 #112587266	6.42			10 41100	437	10100
4291		150 CABLE ONE	91.96					
internet								
1	052319	05/23/19 internet	59.77			10 41100	437	10100
2	052319	05/23/19 internet	27.59			51 41100	437	10100
3	052319	05/23/19 internet	4.60			52 41100	437	10100
Total for Vendor:			98.38					
4268		257 CASCADE HARDWARE	51.91					
1	147816	05/24/19 gas can for parks	19.99			10 44100	452	10100
2	147816	05/24/19 streets misc. supplies	6.00			10 43010	460	10100
3	147816	05/24/19 boat dock misc. supplies	25.92			10 44100	451	10100
4292		257 CASCADE HARDWARE	56.99					
city park								
1	148818	05/29/19 city park supplies	56.99			10 44100	452	10100
Total for Vendor:			108.90					
4264		23 CASH *	19.56					
Petty Cash Reimbursement from 5/7 for gas cap								
1	154823	05/07/19 gas cap	19.56			10 43010	434	10100
Total for Vendor:			19.56					
4269	E	29 CITY OF DONNELLY - WATER	685.00					
ddc water/sewer								
1	april	04/26/19 april	340.00			10 44300	415	10100
2	may	05/28/19 may	345.00			10 44300	415	10100
Total for Vendor:			685.00					
4284		234 CLEARWATER ECONOMIC DEVELOPMENT	6,000.00					
Water System Improvement Grant								
1	19-0524DON	05/24/19 grant administration	6,000.00			60 41100	354	10125
Total for Vendor:			6,000.00					

06/12/19
17:12:05

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Page: 3 of 9
Report ID: AP100V

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4286		240 CONSOLIDATED ELECTRICAL	66.98					
		backflow box						
1	490739	04/30/19 backflow boix for Rest Area	66.98			10 44100	453	10100
		Total for Vendor:	66.98					
4175	-99809E	202 CTC BUSINESS	84.24					
		telephone						
1	050119	05/01/19 telephone	54.76			10 41100	437	10190
2	050119	05/01/19 telephone	25.27			51 41100	437	10190
3	050119	05/01/19 telephone	4.21			52 41100	437	10190
4274	E	202 CTC BUSINESS	83.93					
		telephone						
1	060119	06/01/19 telephone	54.55			10 41100	437	10190
2	060119	06/01/19 telephone	25.18			51 41100	437	10190
3	060119	06/01/19 telephone	4.20			52 41100	437	10190
		Total for Vendor:	168.17					
4297		177 DELTA JAMES	285.00					
		p&z administrator help						
1	060419	06/04/19 P&Z admin help jan/may	285.00			10 41100	330	10100
		Total for Vendor:	285.00					
4287		41 DONNELLY AREA CHAMBER OF	25.00					
		2019/20 Fees						
1	19-28	05/20/19 membership	25.00			10 41100	520	10100
		Total for Vendor:	25.00					
4316		272 DRAKE DIVERSIFIED LLC	562.50					
		May services						
1	447	06/05/19 backup water operator	250.00			51 41100	360	10100
2	447	06/05/19 booster station start up	312.50			51 41100	360	10100
		Total for Vendor:	562.50					

06/12/19
17:12:05

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Page: 4 of 9
Report ID: AP100V

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Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4313	149	DUBOIS	86.64					
sodhypo								
1	IN1840875	05/18/19 chemical	86.64			51 43400	462	10100
		Total for Vendor:	86.64					
4315	999999	DUSTIN LOOMIS	162.50					
1	060619	06/06/19 airport harrowing	162.50			10 44100	925	10100
		Total for Vendor:	162.50					
4289	57	HIGH MOUNTIAN NURSERY, INC.	82.50					
turn on main street water								
1	34061	05/09/19 turn on main street water	82.50			10 43010	454	10100
		Total for Vendor:	82.50					
4254	66	IDAHO POWER	10.02					
159 Gestrin Road - Street Light								
1	3329-0519	05/18/19 Gestrin Street Light	10.02			10 43010	416	10100
4255	66	IDAHO POWER	65.85					
Main Street lights								
1	8211-0519	05/18/19 main street lightening cabi	65.85			10 43010	416	10100
4256	66	IDAHO POWER	165.03					
Street lights								
1	0078-0519	05/18/19 street lights	165.03			10 43010	416	10100
4257	66	IDAHO POWER	125.73					
317 N Corbet Lane								
1	3291-0519	05/18/19 water supply	125.73			51 41100	416	10100
4258	66	IDAHO POWER	178.35					
fire pump								
1	6560-0519	05/18/19 fire pump	178.35			51 41100	416	10100

06/12/19
17:12:05

CITY OF DONNELLY
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Page: 5 of 9
Report ID: AP100V

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4260		66 IDAHO POWER	111.34					
	North Corbett - newwell							
1	2555-0519 05/18/19 new well		111.34			51 41100	416	10100
4261		66 IDAHO POWER	8.09					
1	9405-0519 05/23/19 kiosk/rest area		8.09			10 43010	416	10100
4262		66 IDAHO POWER	56.13					
	179 Halferty - Community Center							
1	4223-0519 05/18/19 community center		36.48			10 41100	416	10100
2	4223-0519 05/18/19 community center		16.84			51 41100	416	10100
3	4223-0519 05/18/19 community center		2.81			52 41100	416	10100
4263		66 IDAHO POWER	148.46					
1	7988-0519 05/18/19 City Hall Maintenance		96.50			10 41100	416	10100
2	7988-0519 05/18/19 City Hall Maintenance		44.54			51 41100	416	10100
3	7988-0519 05/18/19 City Hall Maintenance		7.42			52 41100	416	10100
4319	E	66 IDAHO POWER	15,887.00					
	power service to new well station							
1	061019 06/10/19 reimburseable expense		15,887.00			60 43400	358	10125
	Send to USDA							
		Total for Vendor:	16,756.00					
4273		230 IRMINGER CONSTRUCTION INC	46,550.00					
	PAY APP #5							
1	Pay App 5 05/20/19 Pump House		46,550.00			60 43400	351	10125
		Total for Vendor:	46,550.00					
4271		79 LAKESHORE DISPOSAL	915.87					
	monthly trash collection							
1	May 2019 05/28/19 monthly trash collection		915.87			51 41100	414	10100

06/12/19
17:12:05

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Page: 6 of 9
Report ID: AP100V

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4309		79 LAKESHORE DISPOSAL	110.60					
		ddc trash						
1	24617847	06/01/19 ddc trash	110.60			10 44300	414	10100
4318		79 LAKESHORE DISPOSAL	20.16					
		extra pickups						
1	24617870	06/01/19 216 E Roseberry	4.32			51 41100	414	10100
2	24617870	06/01/19 201 Payette	2.88			51 41100	414	10100
3	24617870	06/01/19 320 Payette	1.44			51 41100	414	10100
4	24617870	06/01/19 188 Jordan	2.88			51 41100	414	10100
5	24617870	06/01/19 230 Jordan	2.88			51 41100	414	10100
6	24617870	06/01/19 192 Eld Lane	1.44			51 41100	414	10100
7	24617870	06/01/19 216 E State	1.44			51 41100	414	10100
8	24617870	06/01/19 263 Halferty	1.44			51 41100	414	10100
9	24617870	06/01/19 349 Halferty	1.44			51 41100	414	10100
		Total for Vendor:	1,046.63					
4272		82 LONG VALLEY FARM SERVICE	117.95					
		fertilizer for parks and community center						
1	3777	05/22/19 fertilizer	117.95			10 44100	452	10100
		Total for Vendor:	117.95					
4283		85 MAY HARDWARE	21.65					
1	946700	06/03/19 Potting soil/ planteres	21.65			10 41100	920	10100
		Total for Vendor:	21.65					
4295		86 MCCALL DELIVERY SERVICE	70.00					
		chemical pickup						
1	2019-0351	05/16/19 pickup chemicals	70.00			51 43400	462	10100
		Total for Vendor:	70.00					
4310		999999 MCCALL DONNELLY SCHOOL DISTRICT	20.00					
		20 YEAR LAND LEASE						
1	2019-2039	06/06/19 20 year land lease	20.00			10 41100	610	10100
		Total for Vendor:	20.00					

06/12/19
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Page: 7 of 9
Report ID: AP100V

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4300	E	216 MICROSOFT	35.00					
		business essential email - mayor & council members						
1	06-2019 06/05/19	email service	35.00			10 41100	620	10190
4301	E	216 MICROSOFT	37.88					
		email and software for office employees						
1	06-2019 06/05/19	office 365 subscription	37.88			10 41100	620	10190
		Total for Vendor:	72.88					
4266		154 NORTH LAKE RECREATIONAL SEWER &	4,800.00					
		contract sewer service						
1	060119 06/01/19	contract	4,800.00			52 41100	541	10100
		Total for Vendor:	4,800.00					
4270		99 OFFICE SAVERS	113.46					
		paper						
1	24710 05/23/19	paper	73.75			10 41100	605	10100
2	24710 05/23/19	paper	34.04			51 41100	605	10100
3	24710 05/23/19	paper	5.67			52 41100	605	10100
		Total for Vendor:	113.46					
4304		261 RANDY MORELL EXCAVATION &	1,392.00					
		road mix						
1	19-2635 06/04/19	road mix	1,392.00			10 43010	430	10100
		Total for Vendor:	1,392.00					
4296		111 RIDLEY'S	50.72					
1	060519 06/05/19	Paper Towels, Bath Tissue Clea	50.72			10 41100	431	10100
		Total for Vendor:	50.72					
4314		114 ROBERTSON SUPPLY, INC.	0.00					
		parks						
1	5436 05/08/19	parks	39.28			51 43400	433	10100
9900	04/30/19	credited invoice	-39.28			51 43400	463	10100
CI	61							
		Total for Vendor:	0.00					

06/12/19
17:12:05

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 05/21/19 to 06/12/19

Page: 8 of 9
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #/Inv Date/Description	Vendor #/Name/ Invoice #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4279	120 SINCLAIR FLEET TRACK (STINKER)		0.00					
	backhoe fuel							
1	2417 05/20/19 backhoe fuel		78.92			10 43010	483	10100
	HR 2417							
9900	043019 04/30/19 credit		-78.92			10 43010	482	10100
	CI 58							
4281	1816M 120 SINCLAIR FLEET TRACK (STINKER)		72.03					
	dodge fuel							
1	999083 05/16/19 dodge fuel		91.72			10 43010	481	10100
2	999083 05/16/19 dodge fuel		42.34			51 41100	481	10100
3	999083 05/16/19 dodge fuel		7.06			52 41100	481	10100
9900	043019 04/30/19 credit		-66.35			10 43010	482	10100
	CI 58							
9901	05/28/19 rebate		-2.74			10 43010	482	10100
	CI 63							
	Total for Vendor:		72.03					
4320	123 STATE INSURANCE FUND		718.00					
	installment for work comp							
1	052019 05/20/19 work comp		204.10			10 44100	250	10100
2	052019 05/20/19 work comp		110.49			10 41010	250	10100
3	052019 05/20/19 work comp		79.34			51 41010	250	10100
4	052019 05/20/19 work comp		2.27			52 41010	250	10100
5	052019 05/20/19 work comp		321.80			10 43010	250	10100
	Total for Vendor:		718.00					
4293	237 USA BLUE BOOK		16.49					
	Hose Coupling							
1	904456 05/23/19 hose coupling		16.49			51 43400	463	10100
4294	237 USA BLUE BOOK		174.84					
	hose coupling/ chemical pump							
1	904504 05/23/19 transfer pump/coupling		174.84			51 43400	463	10100

06/12/19
17:12:05

CITY OF DONNELLY
Claim Details by Posted Date
For Claims from 05/21/19 to 06/12/19

Page: 9 of 9
Report ID: AP100V

* ... Over spent expenditure

Claim/ Line #	Check Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
4312		237 USA BLUE BOOK	49.18					
		samples tests						
1	904606	05/31/99 sample test	49.18			51 43400	433	10100
		Total for Vendor:	240.51					
4267	-99807E	138 USPS	90.00					
		postage						
1	052819	05/28/19 stamps	54.00			10 41100	614	10190
2	052819	05/28/19 stamps	27.00			51 41100	614	10190
3	052819	05/28/19 stamps	9.00			52 41100	614	10190
		Total for Vendor:	90.00					
4305		208 WEST CENTRAL MOUNTAINS ECONOMIC	2,000.00					
		FY19 Local Option Tax Award						
1	FY19	06/06/19 FY19 Award WCEDC	2,000.00			15 41100	922	10100
		Total for Vendor:	2,000.00					
4265		209 YORGASON LAW OFFICES PLLC	240.00					
		legal services for May						
1	2019-May	06/01/19 legal letters/sumary	240.00			10 41100	320	10100
		Total for Vendor:	240.00					
4308		273 ZIONS BANK - PUBLIC FINANCE	1,000.00					
		annual cusodian fee						
1	1895980	06/03/19 custodial fee	1,000.00			60 41100	359	10125
		Total for Vendor:	1,000.00					
		# of Claims	58	Total:				
		Total Electronic Claims						
		Total Non-Electronic Claims						

** 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. **

City of Donnelly Treasurer's Report

May-19

Our Investments & Cash...

Balances of May 19, 2019

General Fund - Investments & Cash

May-19	110,849
May-18	80,181

Local Option Tax Fund

May-19	132,015
May-18	141,456

Water Fund - Investments & Cash

May-19	88,762
Restricted	23,073
May-18	73,181
Bond Payable	75625.63

Water System Improvement Fund

May-19	1,000
May-18	1,000

Sewer Fund - Investments & Cash

May-19	82,387
Restricted	18,231
May-18	80,248
Bond Payable	78,950

Our Cash Flows...

General Fund Revenues & Expenditures % of Budget

Budget	382,536	
Cash Carryover	58,114	
Revenues to date	227,644	59.5%
Expenditures to date	176,266	46.1%
Revenues over Expenditures	109,493	

Local Option Tax Fund Revenues & Expenditures

Budget	70,350	
Cash Carryover	95,641	
Revenues to date	50,229	71.4%
Expenditures to date	13,855	19.7%
Revenues over Expenditures	132,015	

Water Fund Revenues & Expenditures

Budget	158,730	
Cash Carryover	91,302	
Revenues to date	75,926	47.8%
Expenditures to date	70,671	44.5%
Revenues over Expenditures	96,556	

Water System Improvement Fund

Budget	1,200,000	
Revenues to date	168,518	14.0%
Expenditures to date	168,518	14.0%
Revenues over Expenditures		

Sewer Fund Revenues & Expenditures

Budget	142,485	
Cash Carryover	69,986	
Revenues to date	70,648	49.6%
Expenditures to date	48,415	34.0%
Revenues over Expenditures	92,219	

Prior Year Comparison

2018 (Includes Cash Carryover)

General Fund % of Budget

Fiscal Year 2018 Budget	298,184	
Revenues to Date	241,738	81.1%
Expenditures to Date	132,697	44.5%
Revenues over Expenditures	109,041	

Local Option Tax Fund

Fiscal Year 2017 Budget	88,600	
Revenues to Date	414,143	467.4%
Expenditures to Date	690	0.8%
Revenues over Expenditures	413,453	

Water Fund

Fiscal Year 2017 Budget	1,628,126	
Revenues to Date	142,154	8.7%
Expenditures to Date	8,268,629	507.9%
Revenues over Expenditures	(8,126,475)	

Water System Improvement Fund

Budget	-	
Revenues to date	82,250	
Expenditures to date	117,890	

Sewer Fund

Fiscal Year 2017 Budget	78,480	
Revenues to Date	126,180	160.8%
Expenditures to Date	52,336	66.7%
Revenues over Expenditures	73,843	

City of Donnelly

LOT Actual Dollars Earned per Month

Month	FY08	FY09	FY10	FY11	FY12	FY13	FY14	FY15	FY16	FY17	FY18	FY19	% Increase from LY	LY 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	9,569.43	33.6%	
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	5,687.66	-8.1%	13,351.79
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	4,832.86	-7.6%	18,582.01
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	6,015.85	48.7%	22,627.29
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	6,083.03	22.8%	27,578.95
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	5,113.41	3.6%	32,515.30
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	6,653.09	68.4%	36,466.24
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	4,276.72	4.2%	40,569.09
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		-100.0%	46,022.01
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		-100.0%	53,756.24
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		-100.0%	67,012.00
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		-100.0%	75,729.14
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	48,232.05		
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			

06/11/19
20:04:24

CITY OF DONNELLY
Payroll Summary For Payrolls from 05/23/19 to 05/23/19

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee -----	Employer -----	Amount -----
COMP HOURS (Comp Time Used)	11.00		213.55
J001 HOURS (ROAD&STREET)	61.00		1,176.95
J002 HOURS (PARKS)	47.50		913.90
J009 HOURS (AIRPORT)	2.00		41.74
J013 HOURS (WATER MONITORIN)	32.00		654.49
J014 HOURS (EQUIP MAINT)	4.00		72.80
J015 HOURS (SHOP/OFFICE)	2.50		52.18
REG HOURS (Regular Time)	144.00		3,012.00

GROSS PAY	6,137.61	0.00
NET PAY	4,332.23	0.00
DENTAL INS	19.50	55.50
FIT	500.62	0.00
HEALTH INS	0.00	828.00
IDAHO SIT	295.00	0.00
MEDICARE	88.99	88.99
PERSI	416.74	694.78
PERSI CHOICE 40	100.00	0.00
SOCIAL SECURITY	380.53	380.53
UNEMPL. INSUR.	0.00	46.21
VISION	4.00	12.50
ID FIRST BANK	1,330.29	0.00
STERLING SAVING	1,240.16	0.00
UMPQUA	1,072.80	0.00
US BANK	688.98	0.00
FIT/SIT BASE	5,620.87	0.00
MEDICARE BASE	6,137.61	0.00
PERS BASE	6,137.61	0.00
SOC SEC BASE	6,137.61	0.00
UN BASE	6,137.61	0.00
WC BASE	6,137.61	0.00
Total		2,106.51
Total Payroll Expense (Gross Pay + Employer Contributions):		8,244.12

Check Summary

Payroll Checks Prev. Out.	\$1,839.00
Payroll Checks Issued	\$1,839.00
Payroll Checks Redeemed	\$3,678.00
Payroll Checks Outstanding	\$0.00
Electronic Checks	\$9,263.85

Deductions Accrued	Carried Forward From Previous Month	Deduction Checks Issued	Difference	Liab Account
-----	-----	-----	-----	-----
Social Security 761.06	961.32	1722.38		21702
Medicare 177.98	224.82	402.80		21702
Unempl. Insur. 46.21	183.14		229.35	21713

06/11/19
20:04:24

CITY OF DONNELLY
Payroll Summary For Payrolls from 05/23/19 to 05/23/19

Page: 2 of 2
Report ID: P130

Workers' Comp	0.00			21700
FIT	500.62	502.30	1002.92	21701
IDAHO SIT	295.00	297.00	592.00	21703
PERSI	1111.52		1111.52	21704
DENTAL INS	75.00	75.00	150.00	21706
HEALTH INS	828.00	828.00	1656.00	21705
VISION	16.50	16.50	33.00	21705
PERSI CHOICE 40	100.00		100.00	21704
Total Ded.	3911.89	3088.08	6770.62	229.35

**** 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	1,361.68	0.00	
IDAHO SIT	1.00	0.00	
MEDICARE	23.20	23.20	
PERSI	81.48	135.84	
PERSI-2	33.44	46.64	
SOCIAL SECURITY	99.20	99.20	
RADIUS	256.68	0.00	
STERLING SAVING	592.64	0.00	
US BANK	512.36	0.00	
FIT/SIT BASE	1,485.08	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.	\$0.00		
Payroll Checks Issued	\$0.00		
Payroll Checks Redeemed	\$0.00		
Payroll Checks Outstanding	\$0.00		
Electronic Checks	\$1,659.08		

Deductions Accrued	Carried Forward	Deduction	Difference

Social Security	198.40		396.80
Medicare	46.40		92.80
Workers' Comp	0.00		
IDAHO SIT	1.00		2.00
PERSI	217.32		
PERSI-2	80.08		
PERSI CHOICE 40	0.00		
Total Ded.	543.20	245.80	491.60

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

06/11/19
20:06:25

CITY OF DONNELLY
Payroll Summary For Payrolls from 06/06/19 to 06/06/19

Page: 1 of 2
Report ID: P130

Total for Payroll Checks

	Employee	Employer	Amount
	-----	-----	-----
COMP HOURS (Comp Time Used)	8.00		166.96
HOL HOURS (Holiday Pay)	32.00		637.76
J001 HOURS (ROAD&STREET)	26.75		528.90
J002 HOURS (PARKS)	38.00		720.97
J009 HOURS (AIRPORT)	2.75		54.72
J013 HOURS (WATER MONITORIN)	31.50		657.41
J014 HOURS (EQUIP MAINT)	5.50		100.10
J015 HOURS (SHOP/OFFICE)	7.50		147.18
REG HOURS (Regular Time)	130.50		2,724.30
SICK HOURS (Sick Time)	16.00		291.20
VACA HOURS (Vacation Time Used)	8.00		145.60

GROSS PAY	6,175.10	0.00
NET PAY	4,358.11	0.00
DENTAL INS	19.50	55.50
FIT	504.81	0.00
HEALTH INS	0.00	828.00
IDAHO SIT	297.00	0.00
MEDICARE	89.53	89.53
PERSI	419.29	699.03
PERSI CHOICE 40	100.00	0.00
SOCIAL SECURITY	382.86	382.86
UNEMPL. INSUR.	0.00	46.49
VISION	4.00	12.50
ID FIRST BANK	1,330.29	0.00
STERLING SAVING	1,240.15	0.00
UMPQUA	1,072.80	0.00
US BANK	714.87	0.00
FIT/SIT BASE	5,655.81	0.00
MEDICARE BASE	6,175.10	0.00
PERS BASE	6,175.10	0.00
SOC SEC BASE	6,175.10	0.00
UN BASE	6,175.10	0.00
WC BASE	6,175.10	0.00

Total	2,113.91
Total Payroll Expense (Gross Pay + Employer Contributions):	8,289.01

Check Summary

Payroll Checks Prev. Out.	\$0.00
Payroll Checks Issued	\$0.00
Payroll Checks Redeemed	\$0.00
Payroll Checks Outstanding	\$0.00
Electronic Checks	\$5,576.43

	Carried Forward	Deduction	Difference	Liab Account
	From Previous Month	Checks Issued		
	-----	-----	-----	-----

06/11/19
20:06:25

CITY OF DONNELLY
Payroll Summary For Payrolls from 06/06/19 to 06/06/19

Page: 2 of 2
Report ID: P130

Social Security	765.72	964.12		1729.84	21702
Medicare	179.06	225.46		404.52	21702
Unempl. Insur.	46.49	229.63		276.12	21713
Workers' Comp	0.00				21700
FIT	504.81	504.81		1009.62	21701
IDAHO SIT	297.00	298.00		595.00	21703
PERSI	1118.32		1118.32		21704
DENTAL INS	75.00	75.00		150.00	21706
HEALTH INS	828.00	828.00		1656.00	21705
VISION	16.50	16.50		33.00	21705
PERSI CHOICE 40	100.00		100.00		21704
Total Ded.	3930.90	3141.52	1218.32	5854.10	

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

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-40

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Pickle Ball Request-Waiver Ordinance No. 219</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:			
FUNDING			
SOURCE:			
TIMELINE:			

SUMMARY STATEMENT:

The Pickle Ball Club would like to Reserve the City Courts for a 2 day tournament over the Huckleberry Festival.

Ordinance No. 219 states "Reservation of Racquet Courts will be prohibited during Holiday Weekends and Community Events".

The club is requesting a Waiver.

RECOMMENDED ACTION:

- 1. Approve or Deny the Request***

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

ORDINANCE NO. 219

**AN ORDINANCE RELATING TO THE
RULES AND REGULATIONS OF THE**

CITY OF DONNELLY RACQUET COURTS

**PROVIDING PENALTIES AND
PROVIDING AN EFFECTIVE DATE**

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

It is the purpose of this Ordinance to provide rules and regulations relating to the reservation, use and protection of the City of Donnelly public Racquet Sport Courts.

SECTION 1. USE OF COURTS:

The racquet sport courts are the property of the City of Donnelly and are for the use and enjoyment of the residents of Donnelly and surrounding area. The courts are open to public play during daylight hours with no reservation required for individuals who wish to play singles or doubles matches.

SECTION 2. RESERVATION OF THE COURTS:

Any person, persons or groups desiring to reserve the courts in advance for play shall contact the City Hall of Donnelly to make such reservation. Reservations must be made 72 hours in advance and shall be subject to a \$10 non-refundable fee per reservation. Playing time shall be limited to two hours per reservation if other players are waiting. Persons making such reservation shall obtain from City Hall a notice of such reservation and place it on the notice board at the courts. Tournament/Clinics will be charged \$25 non-refundable fee per day for a maximum of two days. Reservations of Racquet Courts will be prohibited during Holiday Weekends and Community Events.

SECTION 3. RULES OF PLAY:

Players must use only approved shoes that do not leave marks on the court surface. No food or drinks, except water and sports drinks, are allowed on the courts. All trash must be placed in the receptacles provided. No profanity or loud noise will be allowed. Normal rules of proper tennis etiquette and attire shall be observed.

SECTION 4. TIME OF PLAY:

Time of play is limited to one hour for singles matches and two hours for doubles matches if other players are waiting to play. However, players will be allowed to complete their set or match before giving up the court.

SECTION 5. RESTRICTIONS ON USE:

The racquet sport courts are for tennis and pickleball only. No Skateboards, Bicycles, Roller Blades or any other recreational devices shall be allowed. Persons found violating this section of this Ordinance will be subject to a fine not to exceed \$100 or by imprisonment in the County Jail for not more than five (5) days or by both such fine and imprisonment. Persons in violation of this section more than once shall be subject to double fines and imprisonment. Anyone wishing to give lessons on the courts must receive authorization from the city and pay, in advance, a \$5.00, (five dollar) fee per individual lesson. Other uses may be permitted by resolution from the city council.

SECTION 6, BALL MACHINE:


In the event that The City of Donnelly purchases a tennis ball machine, it shall be used for free by individual members of the Donnelly Tennis Club and if the machine is used for lessons, the machine will be rented from the City of Donnelly at a rate of \$5.00 per lesson. In the event that a non-member rents the machine, it shall be rented at a rate of \$5.00 per hour. The Donnelly Pickleball Club shall be allowed to place pickleball striping on one court, not to interfere with the tennis lines.

SECTION 7. EFFECTIVE DATE:

This Ordinance shall be in full force and effective from and after the 15 day of July, 2013.

Dated this 15 day of July, 2013


Brad Backus, Mayor

ATTEST:

Cami Hedges, City Clerk

City Council Approval Date: July 15, 2013
Publish Date: August 15, 2013

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-41

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

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

SUMMARY STATEMENT:

This is a Professional Service Agreement between the City and Cami Hedges for services to include but not limited to training, accounting services, budgeting, correspondence, etc.

RECOMMENDED ACTION:

- 1. Approve or Deny Contract*

RECORD OF COUNCIL ACTION

<i>MEETING DATE</i>	<i>ACTION</i>

Professional Services Agreement

This Agreement is made between City of Donnelly ("Client") with a principal place of business at 169 Halferty Street, Donnelly, ID 83615 and Cami Hedges ("Contractor"), with a principal place of business at 817 Reedy Lane, Unit G, McCall, ID 83638.

1. Services to Be Performed

Contractor agrees to perform the following services: To include but not limited to training, accounting services, budgeting, correspondence, etc.

2. Payment

In consideration for the services to be performed by Contractor, Client agrees to pay Contractor at the following rates: \$500 per month for 10 service hours and \$65 per hour for time over 10 hours. Email and text will be provided at no charge.

Contractor shall be paid within a reasonable time after Contractor submits an invoice to Client. The invoice should include the following: an invoice number, the dates covered by the invoice, and a summary of the work performed.

3. Expenses

Contractor shall be responsible for all expenses incurred while performing services under this Agreement. This includes automobile, truck, and other travel expenses; vehicle maintenance and repair costs; vehicle and other license fees and permits; insurance premiums; road, fuel, and other taxes; fines; radio, pager, or cell phone expenses; meals; and all salary, expenses, and other compensation paid to employees or contract personnel the Contractor hires to complete the work under this Agreement.

4. Vehicles and Equipment

Contractor will furnish all vehicles, equipment, tools, and materials used to provide the services required by this Agreement. Client will not require Contractor to rent or purchase any equipment, product, or service as a condition of entering into this Agreement.

5. Independent Contractor Status

Contractor is an independent contractor, and neither Contractor nor Contractor's employees or contract personnel are, or shall be deemed, Client's employees. In its capacity as an independent contractor, Contractor agrees and represents, and Client agrees, as follows

[Check all that apply]

☐ Contractor has the right to perform services for others during the term of this Agreement.

☐ Contractor has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed. Contractor shall select the routes taken, starting and quitting times, days of work, and order the work is performed.

6. Indemnification

Contractor shall indemnify and hold Client harmless from any loss or liability arising from performing services under this Agreement.

7. Term of Agreement

This agreement will become effective when signed by both parties and will continue in force until a date that a party terminated the Agreement as provided below.

8. Terminating the Agreement

Either party may terminate this Agreement at any time by giving 30 (thirty) days' written notice to the other party of the intent to terminate.

9. Exclusive Agreement

This is the entire Agreement between Contractor and Client.

10. Modifying the Agreement

This Agreement may be modified only by a writing signed by both parties.

11. No Partnership

This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on Client's behalf.

12. Assignment and Delegation

Contractor may not assign or subcontract any rights or delegate any of its duties under this Agreement without Client's prior written approval.

13. Applicable Law

This Agreement will be governed by Idaho law, without giving effect to conflict of laws principles.

Agreed this _____ day, _____, 2019.

Signatures

City of Donnelly:

Printed Name

Signature

Contractor:

Printed Name

Signature

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-42

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Airport Fencing</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$6,594.00			
FUNDING SOURCE:	Airport/General			
TIMELINE:				

SUMMARY STATEMENT:

Donald Coski Memorial Airport fencing does not comply with safety standards. Lake Fork Fence Supply has provided the attached quote for a 4-Stand Barbwire Fence to repair/replace the areas of fencing that is damaged.

RECOMMENDED ACTION:

1. Approve or Deny the quote.

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

5/20/2019

Lake Fork Fence Supply

13873 Highway 55
P.O. Box 1829
McCall, ID 83638

Location: Donnelly Airport, Donnelly, Idaho

Fence: Premium 4-Stand Barbwire Fence

Specifications:

- * Pressure treated posts will be pounded into ground when possible and spaced 12 foot on center. When not possible to pound posts, holes will be dug and posts will be back tamped at an additional fee.
- * Posts will be 4-5 in. round by 7 ft. long.
- * Commercial 12 ½ ga. 2 pt. Barbwire will be stapled to posts with 2 inch double barbed staples.
- * Two 2 inch average diameter wood stays will be placed equally apart in between each twelve foot section. Giving support every 4 feet. Wire will be fixed to stays with 1 ½ inch wire staples. Stay may be either peeled or may still contain bark depending on current stock
- * Braces will be built at all terminating points, corners, and where we deem structurally needed (in the middle of straight runs longer than 660 feet, water crossings, deep swells, ect.)
- * Braces will be doubled in runs longer than 600 or where we deem structurally needed

Locations:

- * South east fence line from south gate to current termination point. Exiting wire and posts will utilize when possible.

Estimated Barbwire Price: \$2,495

Estimated 4 braces @ \$67ea: \$268

Total Estimated Price: \$2,763

- * Replace south wire gate with double steel gates like the Donnelly boat dock. 6-7" x 8' posts will be cast in concrete. (2) 8' steel gates will be hinged on post once concrete has cured. Includes lockable heavy-duty double gate latch.

Price: \$590

- * Middle portion of east property line near residential area where there is no fence. Based on 620 feet.

Estimated Barbwire Price: \$2,495

Estimated 4 braces @ \$67ea: \$268

Total Estimated Price: \$2,763

- * North fence line from entrance gate to current termination point on west side. Exiting wire and posts will utilize when possible.

Estimated Price: \$478

(Continued on Next Page)

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-43

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Zwygart, Johns & Associates CPA Auditor Engagement Letter FY19 Audit		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$6,270.00 estimate			
FUNDING SOURCE:	General/Water/Sewer			
TIMELINE:				

SUMMARY STATEMENT:

The City received the attached engagement letter form Jared Zwygart for the FY19 Audit.

RECOMMENDED ACTION:

- 1. Approve the Audit Engagement Letter and Authorize Mayor to sign all necessary documents.*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



ZWYGART JOHN
CERTIFIED PUBLIC ACCOUNTANTS

16130 North Merchant Way, Suite 120 ♦ Nampa, Idaho 8368

Phone: 208 459 4649 ♦ FAX: 208 229 0404

Zwygart John & Associates CPAs, PLLC

May 16, 2019

To: The Mayor and City Council
City of Donnelly
169 Halferty St.
Donnelly, ID 83615

The following represents our understanding of the services we will provide City of Donnelly.

You have requested that we audit the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of City of Donnelly as of September 30, 2019, and for the year then ended and the related notes, which collectively comprise City of Donnelly's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit applicable to those basic financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP,) as promulgated by *the Governmental Accounting Standards Board* (GASB), issued by the Comptroller General of the United States, require that included supplementary information, such as management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Required Supplementary Information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

- GASB Required Supplementary Pension Information
- Budgetary Comparison

Supplementary information other than RSI will accompany City of Donnelly's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

- 1) Combining Statement of Revenues and Expenses.

Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) and *Government Auditing Standards*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used, and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the basic financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements (whether caused by errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and in accordance with *Government Auditing Standards*.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of City of Donnelly's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that *management and those charged with governance* acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;

- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Reporting

We will issue a written report upon completion of our audit of City of Donnelly's basic financial statements. Our report will be addressed to the governing body of City of Donnelly. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

We also will issue a written report on in accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Nonattest Services:

With respect to any nonattest services we perform, City of Donnelly's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities. The services we will provide are:

- Help in preparation of the financial statements.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Fees and Timing

Jared Zwygart, CPA is the engagement partner for the audit services specified in this letter. Their responsibilities include supervising Zwygart John & Associates CPAs, PLLC's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. We estimate that our fee for the audit will be \$6,270.

We will notify you immediately of any circumstances we encounter that could significantly affect this fee. Whenever possible, we will attempt to use City of Donnelly's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to management the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices.
- Significant difficulties, encountered during the audit, if any.
- Uncorrected misstatements, other than those we believe are trivial, if any.
- Disagreements with management, if any.
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process.
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures.
- Representations we requested from management.
- Management's consultations with other accountants, if any.

- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Zwygart John & Associates CPAs, PLLC's and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulatory agencies pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Zwygart & John & Associates CPAs, PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulatory agency. The regulatory agency may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Zwygart John & Associates CPAs, PLLC

RESPONSE:

This letter correctly sets forth the understanding of City of Donnelly.

City of Donnelly:

Name: _____

Title: _____

Date: _____

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-44

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT:		Department Approvals	Initials	Originator or Supporter
Back-Up Responsible Charge Operator- Drake Diversfield, LLC		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$375.00 monthly			
FUNDING SOURCE:	Water			
TIMELINE:	ASAP			

SUMMARY STATEMENT:

The City has contracted with Mountain Waterworks over the past years for a back-up water operator which is required by law. Warren Drake has been this operator. Mountain Waterworks would like the City to contract with Warren directly. His time includes every other weekend for operator/monitoring.

RECOMMENDED ACTION:

- 1. Approve the Service Agreement and Authorize Mayor to sign all necessary documents.*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

DRINKING WATER SYSTEM “BACK-UP RESPONSIBLE CHARGE OPERATOR” SERVICES AGREEMENT

This Drinking Water System Operation Services Agreement (“Agreement”) is made effective the _____ day of _____, 2019 (“Effective Date”), between the City of Donnelly, Idaho (“Owner”), and DRAKE DIVERSIFIED, LLC, an Idaho limited liability company (“Operator”). Owner and Operator are sometimes referred to below as the “Parties.”

AGREEMENT

For and in consideration for the mutual rights and duties of the Parties, the Parties enter this Agreement on the following terms and conditions:

SCOPE OF AGREEMENT – This Agreement is limited exclusively to Owner’s facilities for drinking water production and distribution located at City of Donnelly, Idaho

DUTIES OF OPERATOR – Subject to Operator’s rates and limitations set forth in this Agreement, Operator shall provide **“BACK-UP RESPONSIBLE CHARGE OPERATOR”** operational services on Owner’s Systems as follows, provided that Operator’s responsibilities under this Agreement, unless otherwise expressly stated in this Agreement, shall be limited to the following:

General Duties –

- (i) Assist City of Donnelly staff in coordination and communication with The Idaho Department of Environmental Quality (“DEQ”) as required relating to operation of Systems;
- (ii) Assist City of Donnelly staff in completion of daily, monthly and annual operations-related reporting and record keeping duties as required by DEQ.
- (iii) Provide regular communication regarding Systems status to Owner, including any issues or trends that may indicate a potential problem in the reasonable judgment of Operator; and
- (iv) Assist City of Donnelly staff in coordination and supervision of repairs and improvements related to operation of Systems as authorized by Owner.

Drinking Water Operations –

- (i) Assist City of Donnelly staff in monitoring of drinking water production;
- (ii) Monitor system sampling results as provided by City of Donnelly staff, assist in completion of sampling and recordkeeping relating directly to operation of the System as required by DEQ;
- (iii) Assist City of Donnelly staff in the development of distribution system valve exercising program
- (iv) Assist City of Donnelly staff in performing water storage tank flushing as required and fire hydrant flushing as required;
- (v) Assist City of Donnelly staff in development and implementation of a cross connection control program as required by DEQ
- (vi) Perform minor repairs and maintenance. Monitor, adjust, and install standard and regular water system components, and perform standard and recognized water system duties as required.

DEFINITIONS – As used in this Agreement, the following terms are defined below:

Minor repairs and maintenance: Work that does not require the services of a professional tradesman such as a plumber, carpenter, electrician, excavator, controls technician, mechanical contractor, landscaper, painter, diesel mechanic, generator technician, welder, etc. Includes maintenance and repair tasks related to the day-to-day operations of Systems.

Drinking water sampling required by DEQ: Monthly coliform, lead and copper tests, including additional annual sampling or special sampling as required by DEQ.

DEQ required and best practices for recordkeeping:

1. Drinking water: Production, pressures, flows, and operators log, etc.

SAFETY – All work performed will be conducted using recognized industry and OSHA safety guidelines and best practices, including, but not limited to, electrical safety, confined space entry, trenching guidelines, lock out tag out procedures, etc. No work that endangers the health or safety of Operator will be performed at any time, for any reason. In the event that work cannot be performed in safe manner or requires the service of a helper or trade professional, Operator will notify Owner within a reasonable time and the Parties shall work together in good faith to develop a solution.

OTHER RESPONSIBILITIES OF PARTIES –In addition to the other obligations of Owner as set forth in this Agreement, Owner shall furnish at its sole expense, all maintenance supplies, chemicals, utilities, and all other consumables necessary for the operation of Owner's Systems .

Owner shall be solely responsible for management of Systems, including but not limited to collection of revenue from customers, communications with customers and the public, government relations not expressly provided by this Agreement, and regulatory compliance not expressly provided by this Agreement. Except as expressly provided in this Agreement, all other expenses and liabilities shall be the responsibility of Owner.

Operator shall furnish at Operator's own expense all labor and transportation necessary to perform under this Agreement except as otherwise agreed in writing for any specific project.

RATES & LIMITATIONS –The rate for Operator's services under this Agreement, up to a maximum of six (6) hours, inclusive of onsite operations and offsite time, except travel time as provided below for repair or replacement of components or consumables, per month as documented by Operator, shall be THREE HUNDRED-SEVENTY FIVE AND NO/100 DOLLARS (\$375) per month.

Except for holiday and emergency services, the rate for any additional services of Operator, beyond the applicable monthly maximum number of hours shall be FIFTY AND NO/100 DOLLARS (\$50) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. The rate for emergency service and service provided on any holiday observed by the state of Idaho shall be ONE HUNDRED TWENTY FIVE AND NO/100 DOLLARS (\$125) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. Emergency and holiday service hours shall not count against the applicable monthly maximum number of hours provided. For holiday and emergency service, mileage expenses for use of vehicle, if required, shall be charged at the standard IRS mileage reimbursement rate in place at time of service provided, and shall be added to the invoice for the same month of service.

Services other than those specified in this Agreement that are rendered by Operator at the request of Owner will be charged at a rate of FIFTY AND NO/100 DOLLARS (\$50) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. Mileage expenses for use of vehicle, if required, shall be charged at the standard IRS mileage reimbursement rate in place at time of service provided, and shall be added to the invoice for the same month of service.

OUT OF POCKET COSTS & TRAVEL EXPENSES – If, in the reasonable judgment of Operator, the repair, replacement, acquisition, servicing, or overhaul of any System component shall become necessary, or the purchase of any consumable for Systems become necessary at a time when funding for such costs is not immediately available from Owner, or where acquisition of funding in advance from Owner would be impracticable, Operator shall advance, with Owners approval, such costs up to a combined total not to exceed FIVE HUNDRED AND NO/100 DOLLARS (\$500) per calendar month.

In consideration of Operator's service of advancing such cost items, including but not limited to the accounting and billing therefor, a fee equal to twenty percent (20%) of the total costs advanced, such total including applicable taxes and fees, shall be added, along with the total costs advanced, to the invoice for the same month of service. Such costs and fees shall be subject to the same payment terms for invoices provided herein. If any invoice is past-due as defined herein, Operator shall have no responsibility to advance any costs until all payments to Operator have been brought current, including interest.

Should travel be required in securing goods or services as provided above, Operator's travel time to and from Owner's Systems shall be counted against the applicable monthly maximum number of hours provided herein, or shall be billed as holiday or emergency hours as applicable. Mileage expenses for travel required in securing goods or services as provided above shall be charged at the standard IRS mileage reimbursement rate in place at time of service provided, and shall be added to the invoice for the same month of service.

PAYMENT – Operator shall send Owner a written monthly invoice which shall be paid in full no more than thirty (30) days after such invoice has been sent. Interest will be charged on any past-due invoice at the judgment rate provided by Idaho Code § 28-22-104(2). Failure to remit timely payment in full shall constitute a breach of this Agreement.

TERM & AUTOMATIC RENEWAL; TERMINATION – The term of this Agreement shall be for two (2) years from and after the effective date of this Agreement, and shall continue to automatically be renewed for successive two (2) year terms until terminated by either party giving the other not less than ninety (90) days written notice of such termination.

INSURANCE – Owner and Operator shall at all times during the term of this Agreement maintain a commercial general liability insurance policy in an amount not less than ONE MILLION DOLLARS (\$1,000,000) and shall provide a certificate of such coverage to the other party within thirty (30) days of the Effective Date of this Agreement. Should any such insurance policy be cancelled for whatever reason, the party previously covered by the cancelled policy shall notify the other party in writing of such cancellation within seven (7) days.

INDEMNITY – Owner shall not assert any claim under the terms of this Agreement against Operator for loss or damage that may result from the inadequacy or nonavailability of water as to pressure, quantity, or quality, or from leaks or other defects in Owner's Systems. Owner shall indemnify Operator from any and all claims or liability for loss or damage to any persons or property resulting from, arising out of or connected with the rendition of service under the terms of this Agreement, in the event of such inadequacy or nonavailability of water, or in the event of leaks or other defects in Owner's Systems, or in the event of any fine, penalty, or order of a government agency or court concerning Owner's Systems.

LIMITS OF LIABILITY – In consideration of the rates charged by Operator and the responsibilities borne by Operator as set forth herein, Owner hereby agrees that to the fullest extent permitted by law, Operator's total liability to Owner for any and all injuries, claims losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes including, but not limited to, loss of use of equipment or facility, loss of profits or revenue, or Operator's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, or other cause or causes whatsoever, (hereafter "Owner's claims") shall not exceed the total sum paid on behalf of or to Operator by Operator's insurer(s) in settlement or satisfaction of Owner's claims under the terms and conditions of Operator's insurance policy or policies applicable thereto.

Also in consideration of the rates charged by Operator and the responsibilities borne by Operator as set forth herein, Owner hereby agrees that to the fullest extent permitted by law, Operator shall not be liable to Owner for any special, indirect or consequential damages whatsoever, whether caused by Operator's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

RULES & REGULATIONS – All service rendered under the terms of this Agreement shall be furnished subject to the rules and regulations of DEQ, the U.S. Environmental Protection Agency (EPA), the Idaho Bureau of Occupational Licenses (IBOL), and the Safe Drinking Water Act, insofar as applicable to this Agreement.

CHANGES & MODIFICATIONS BY OFFICIAL ACTION – This Agreement shall at all times be subject to such changes or modifications as required by law or by any government agency, board, or department having jurisdiction over the subject matter of this Agreement as may be directed in the exercise of such jurisdiction.

ASSIGNMENT – This Agreement, or any part of this Agreement, shall not be transferred or assigned by Owner or Operator to any person or corporation without the written consent of the other party. No part of any sum due under this Agreement shall be transferred or assigned without the written consent of the other party.

COSTS & ATTORNEY FEES – If, by reason of any default or breach on the part of either party in the performance of any of the provisions of this Agreement, either party employs an attorney to interpret or enforce any provision of this Agreement, whether or not a legal action is instituted, the losing party agrees to pay all reasonable costs and attorney fees in connection therewith.

CHOICE OF LAW & VENUE – It is agreed that the venue of any legal action brought under the terms of this Agreement shall be in Valley County, State of Idaho. The Parties further agree that the law of the state of Idaho shall govern the construction and interpretation of this Agreement.

NOTICE – Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Owner at P.O. Box 725, Donnelly, ID 83615 or to Operator at 11 Cottontail Court, McCall, Idaho 83638, or at such other address as either party may deliver to the other in writing from time to time.

NO PARTNERSHIP – Owner and Operator are not partners and no provision of this Agreement shall be construed to create a partnership, association, or joint venture between the Parties of any kind. The obligations of the Parties shall be several, and not joint or collective, each party to be responsible only for the obligations assumed by such party. Nothing contained in this Agreement shall be deemed to impose on any party any responsibility for the obligations assumed by any other party.

Operator shall be free to determine the best methods and practices in the conduct of its services under this Agreement. Operator shall follow its own business policies and procedures in the conduct of its services under this Agreement.

MODIFICATION – This Agreement may be modified or amended only by a written Agreement signed by both of the Parties hereto.

COUNTERPARTS – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute but one in the same instrument.

TIME; SEVERABILITY – Time is of the essence of this Agreement and each provision hereof. If any provision of this Agreement to any extent is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

AGREEMENT VOLUNTARY & WITHOUT DURESS – Each of the Parties acknowledges that it has read all the terms of this Agreement and enters into those terms voluntary and without duress.

AGREEMENT JOINTLY DRAFTED – This Agreement shall be deemed to have been jointly drafted by the Parties, and, in construing and interpreting this Agreement, no provision shall

be construed and interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly prepared or requested by such party.

ENTIRE AGREEMENT – This Agreement is the entire Agreement between the Parties and all prior and contemporaneous negotiations and Agreements, oral and/or written, are merged herein.

SECTIONS & OTHER HEADINGS – Sections or other headings contained in this Agreement are for reference purposes only and in no way define, describe, extend, or limit the scope or intent of this Agreement, or the intent of any provision hereof.

AUTHORITY – The individuals signing below on behalf of the respective Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties, and that such execution is binding upon said Parties without further action or ratification.

IN WITNESS WHEREOF, The Parties have executed this Agreement on the _____ day of _____ 2019.


OWNER:

CITY OF DONNELLY, IDAHO

OPERATOR:

DRAKE DIVERSIFIED, LLC

By: _____
_____, Owner's
Authorized Representative

By:  _____
Warren Drake, Operator's
Authorized Representative

STATE OF IDAHO)
)ss.
County of _____)

On this _____ day of _____ 2019, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared _____ to me known to be the Authorized Representative of City of Donnelly, Idaho., the corporation that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the corporation, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Notary Public in and for the State of Idaho

My commission expires: _____

STATE OF IDAHO)
)ss.
County of Valley)

On this 20TH day of MAY 2019, before me, the undersigned, a Notary Public in and for the State of Idaho, duly commissioned and sworn, personally appeared Warren Drake to me known to be the Authorized Representative of DRAKE DIVERSIFIED, LLC, the limited liability company that executed the foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the limited liability company, for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the instrument.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

David Eric Parrish
Notary Public in and for the State of Idaho
My commission expires: 7/24/23



DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number **AB 19-45**

Meeting Date **06/17/19**

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Local Option Tax Grant Awards		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$75,893.00			
FUNDING SOURCE:	LOT			
TIMELINE:				

SUMMARY STATEMENT:

The Local Option Tax Committee met on May 20th and heard the applicant's proposals. After the presentations the Committee had open discussion and provided recommendations of the award amount with the budget provided to them by City Clerk. The awards were then ranked for disbursement of funds throughout FY20. Attached is a spreadsheet with the Applicant's, amounts and rankings.

RECOMMENDED ACTION:

- 1. Approve the Recommendation with a Motion.*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number

AB 19-46

Meeting Date 06/17/19

Action Item

AGENDA ITEM INFORMATION

SUBJECT:

Transition Plan for Accessibility

Department Approvals

Initials

***Originator
or
Supporter***

Mayor / Council

Clerk/Treasurer

Public Works

COST IMPACT:

FUNDING

SOURCE:

TIMELINE:

SUMMARY STATEMENT:

The CDBG grant requires the City to Adopt a ADA Transition Plan

RECOMMENDED ACTION:

1. Approve Plan

RECORD OF COUNCIL ACTION

MEETING DATE

ACTION

Transition Plan for Accessibility - 2019

City of: DONNELLY

Responsibility for carrying out this plan: City Clerk/City Council and Public Works Supervisor

Date of Approval:

Facility Name	Description of Structural Changes To Be Completed	Cost Estimate	4-Year Implementation Schedule			
			2019	2020	2021	2022
Donnelly Depot Center	Parking & Drop Off Areas: Reconfigure parking so accessible lots are closest to accessible entrance	\$500				
	Parking & Drop Off Areas: Install International Symbol of Accessibility Signs to accessible lots	\$200				
	Entrance: Add signs to inaccessible entrances directing people to accessible entrances	\$100				
	Room & spaces: Add signage with raised lettering for program accessibility	\$100				
Donnelly Campgrounds	Parking and Drop Off Areas: Implement a policy to check periodically for violators and report them to the proper authorities	\$350				
Donnelly Boat Docks	Ramps: Add railings to ramps longer than 6 feet	\$1,000				
	Parking & Drop-off Areas: Implement a policy to check periodically for violators and report them to the proper authority	\$100				
	Seats, Tables & Counters: Rearrange tables to allow for 36 inch aisles.	\$500				
	Seats, Tables & Counters: Rearrange tables to allow for wheelchairs in seating areas.	\$250				
	Seats, Tables & Counters: Provide auxiliary table or counter that is 28 to 34 inches high and raise existing table to provide proper height width and depth measurements. (purchase ADA table for pavilion)	\$1,000				
Community Center	Front Entrance: pour new sidewalk for frontdoor entrance	\$1,500				
	Interior Entrance Doorway: remodel doorway to proper width	\$3,000				
	Interior Entrance Ramp: add ramp to interior entrance	\$500				
	Interior Entrance: add handrail along ramp	\$500				

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-47

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Fee Vault Purchase		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$2,085.04			
FUNDING SOURCE:	General			
TIMELINE:				

SUMMARY STATEMENT:

This is to purchase 3 Fee Vaults to replace the ones currently in use at the Boat Docks and Campground and to provide one at City Hall.

RECOMMENDED ACTION:

1. Authorize Purchase

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Lori Clemens

From: Mike @ Fort Knox Mailbox <mike@fortknoxmailbox.com>
Sent: Monday, June 3, 2019 6:33 PM
To: Lori Clemens
Subject: Fort Knox Mailbox: Fee Vault Quotes

Hello Lori,

I appreciate your interest in the security and durability of Fort Knox Mailbox. I apologize for the delay in getting this to you. Below are your quotes as requested. If you have any questions, please don't hesitate to contact me.

Quote To:

Lori
Donnally County of Idaho

Shipping To:

ID. 83615

United States

United States

Tel: (208) 325 - 8859

Dest. Tel: () -

Fax: () -

Email: lclemens@cityofdonnelly.org

QTY	PRODUCT	PRICE	AMOUNT
2	Fee Vaults (12" x 12" x 16" @ 85 #s ea.) w/ Vault Lock	528.00	1,056.00
2	Add Medeco Locks (Keyed Alike)	38.00	76.00
2	In-Ground Steel Posts (5" x 5"x 57" @ 45 #s ea.)	118.00	236.00
2	Decals "PULL HERE" & "PAYMENT DROP BOX"	0.00	0.00
1	Powder Coating Color (Glossy Black or Slate Gray?)	0.00	0.00

Sub Total	1,368.00
Shipping	171.46
Discount	-68.40
Tax	0.00

Quote is good for 15 days


TOTAL 1,471.06

QTY	PRODUCT	PRICE	AMOUNT
3	Fee Vaults (12" x 12" x 16" @ 85 #s ea.) w/ Vault Lock	528.00	1,584.00
3	Add Medeco Locks (Keyed Alike)	38.00	114.00
3	In-Ground Steel Posts (5" x 5"x 57" @ 45 #s ea.)	118.00	354.00
3	Decals "PULL HERE" & "PAYMENT DROP BOX"	0.00	0.00

1 Powder Coating Color (Glossy Black or Slate Gray?)

0.00

0.00



Sub Total	2,052.00
Shipping	238.24
Discount	-205.20
Tax	0.00

Quote is good for 15 days

TOTAL	2,085.04
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Have a great day!



DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-48

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT:		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
Water System Purchases		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:	\$5,736.59			
FUNDING SOURCE:				
TIMELINE:				

SUMMARY STATEMENT:

Water Department would like to purchase supplies that exceed the \$1,000 limit.

Pipe locator is in our Capital Improvement Plan

Funds are available for this equipment

RECOMMENDED ACTION:

1. Approve or Deny

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

Test equipment-

Hach Spec Check Standards 43792 184.00

(2) 2 1/2" x 50' fire hose 92.87 ea (from FireHoseDirect.com)

De-chlorinator 31116 990.00

De-chlorinator tablets 10456 146.95

Pipe locator Rigid SR-60 121819 3279.95

Transmitter 111319 949.95

DONNELLY CITY COUNCIL
AGENDA BILL

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-49

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Amended and Restated Health Benefits</i>		<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
		Mayor / Council		
		Clerk/Treasurer		
		Public Works		
COST IMPACT:				
FUNDING SOURCE:	General/Water/Sewer			
TIMELINE:				

SUMMARY STATEMENT:

The Board of Trustees adopted an Amended and Restated Joint Powers Agreement at their meeting on April 24, 2019. The changes and revisions were reviewed and accepted by the Idaho Department of Insurance and the new JPA became effective immediately.

This document replaces the previous JPA.

RECOMMENDED ACTION:

- 1. Approve and Authorize Mayor to sign all necessary documents.*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION



Idaho Independent Intergovernmental Authority

Board of Trustees

Rick Watkins, Chair

City of Fruitland

Dan Hammond, Vice-Chair

City of American Falls

Ruth Bailes

Minidoka Irrigation District

Rusty Coffelt

Eagle Fire Protection District

Grant Gager

City of Ketchum

Gary Aldous

Power County Highway District

Susan Lasuen

LHTAC

Suzanne McNeel

City of Blackfoot

Jared Mitton

City of Oakley

Patty Parkinson

City of St. Anthony

Pat Riley

Northern Lakes Fire Protection District

III-A Operations

Amy Manning

Executive Director

208.317.2814

iiia.amymanning@gmail.com

Lisa Fritz

Account Manager

208.850.0545

iiia.lfritz@gmail.com

Megan Smith

Health Coach & Admin. Asst.

208.860.1979

iiia.megansmith@gmail.com

P.O. Box 4121

Pocatello, Idaho 83205

www.iii-a.org

May 28, 2019

Dear III-A Agency,

The Board of Trustees adopted an Amended and Restated Joint Powers Agreement at their meeting on April 24, 2019. The changes and revisions were reviewed and accepted by the Idaho Department of Insurance and the new JPA became effective immediately.

A copy of the Amended and Restated JPA signed by Chairman Rick Watkins is included. This document replaces the previous JPA.

The JPA revisions include:

- Added page numbers
- Updates to internal operating procedures
- Added two additional seats to the Board of Trustees and designating them as Founding Agency Seats
- Changed all terms on the Board of Trustees to three (3) year terms
- Added a three (3) year waiting period for agencies to be eligible to serve on the Board of Trustees
- Defined a quorum as ten (10) agency delegates at the III-A Annual Meeting

Please let me know if you have any questions.

Best,

Amy W. Manning
III-A Executive Director

**DONNELLY CITY COUNCIL
AGENDA BILL**

169 Halferty Street
Donnelly, Idaho 83615

Number AB 19-50

Meeting Date 06/17/2019

Action Item

AGENDA ITEM INFORMATION

SUBJECT: <i>Resolution No. 2019-006 Signatories</i>	<i>Department Approvals</i>	<i>Initials</i>	<i>Originator or Supporter</i>
	Mayor / Council		
	Clerk/Treasurer		
	Public Works		
COST IMPACT:			
FUNDING SOURCE:			
TIMELINE:			

SUMMARY STATEMENT:

A resolution of the City relating to the persons authorized to sign documents relating to administration, designating the persons authorized to sign checks and other disbursements from the bank accounts of the City and authorized to sign agreements and contracts.

RECOMMENDED ACTION:

- 1. Approve and Authorize Mayor to sign all necessary documents.*

RECORD OF COUNCIL ACTION

MEETING DATE	ACTION

RESOLUTION NO. 2019-006

A RESOLUTION OF THE CITY OF DONNELLY, VALLEY COUNTY, IDAHO, RELATING TO THE PERSONS AUTHORIZED TO SIGN DOCUMENTS RELATING TO ADMINISTRATION, DESIGNATING THE PERSONS AUTHORIZED TO SIGN CHECKS AND OTHER DISBURSEMENTS FROM THE BANK ACCOUNTS OF THE CITY AND AUTHORIZED TO SIGN AGREEMENTS AND CONTRACTS.

WHEREAS, Idaho Code Section 50-1018 requires that the City Treasurer shall keep all city monies on deposit or invest city monies as provided by statute and ordinance; and

WHEREAS, the City of Donnelly maintains several accounts and currently has funds deposited with Idaho First Bank, and the State of Idaho Local Government Investment Pool in interest-bearing checking, and other accounts; and

WHEREAS, Idaho Code Section 50-1018 requires that payment of claims be by warrants signed by the Mayor and City Clerk, or by checks signed by the Mayor and Treasurer; and

WHEREAS, the City of Donnelly uses a check system for disbursing funds and the City's accounts require two signatures on checks; and

WHEREAS, the City of Donnelly may enter into agreements for financial services or accounts with other institutions as required to safeguard or invest funds and pay claims;

NOT THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Donnelly, Idaho as follows:

Section 1: That the Mayor, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by City Council.

Section 2: That the Council President, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 3: That a Council Member, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements, and contracts when so authorized by the City Council.

Section 4: That the City Clerk Treasurer, whose name and signature appear on Appendix A-1, is hereby designated to sign checks, other disbursements, agreements and contracts when so authorized by the City Council.

Section 6: That Appendix A-1 will be modified when there is a change of any of the following: Mayor, Council President Official, Designated Council Member, and/or City Clerk Treasurer. Any

modifications to Appendix A-1 will be performed by resolution and attested by a person commissioned as a Notary Public for the State of Idaho.

Section 7: That the above individuals be, and the same are hereby directed to execute the documents provided by financial institutions used by the City of Donnelly to manage, invest or disburse funds as necessary to implement the intent of this resolution.

PASSED AND APPROVED this _____th day of _____, 2019.

CITY OF DONNELLY
Valley County, Idaho

By _____
Mayor

ATTEST:

City Clerk Treasurer

(S E A L)