



CITY OF IDAHO CITY

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, April 24, 2024

7:00 P.M

City Hall, 511 Main Street, Idaho City, ID 83631

Join Zoom Meeting

<https://us02web.zoom.us/j/85913106899?pwd=VW51QWRNNGE3eVVzSlhNTHRadGo5QT09>

Meeting ID: 859 1310 6899

Passcode: icccouncil

CALL MEETING TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

- A. APPROVAL OF MINUTES: APRIL 10, 2024 **ACTION ITEM**
- B. IDAHO CITY EVENT CHECKLIST: **ACTION ITEM**
- C. BILLS/PAYABLES: APRIL 11, 2024 THROUGH APRIL 24, 2024 **ACTION ITEM**

II. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. **ACTION ITEM**

III. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. **ACTION ITEM**

IV. ENGINEER'S REPORT

V. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. **ACTION ITEM**

VI. OLD BUSINESS

- A. PROPERTY SWAP WITH SECOR
- B. IDAHO CITY FIRE PROTECTION DISTRICT
- C. CLEARWATER AGREEMENT **ACTION ITEM**

VII. NEW BUSINESS

- A. MARI ADAMS – EBCAD PUBLIC HEARING AT COMMUNITY HALL, MAY 7, 2024 **ACTION ITEM**
- B. COMMUNITY JUSTICE – COMMUNITY HALL, MAY 2024 **ACTION ITEM**

- VIII. COMMITTEE REPORTS
 - A. PARKS & RECREATION COMMISSION
 - B. HISTORIC PRESERVATION COMMISSION
 - C. PLANNING & ZONING COMMISSION
 - D. IDAHO CITY CHAMBER OF COMMERCE

- IX. EMPLOYEE UPDATES
 - A. PUBLIC WORKS
 - B. LAW ENFORCEMENT
 - C. CLERK/TREASURER'S OFFICE
 - 1. WATER AND SEWER UPDATES, **ACTION ITEM**
 - D. CITY ATTORNEY

- X. COUNCIL UPDATES

- XI. MAYOR UPDATES

- XII. CITIZEN COMMENTS

This section of the agenda is reserved for citizens wishing to address the Council regarding City-related issues that are not on the agenda. To ensure adequate public notice, Idaho Law provides that any item requiring Council action must be placed on the agenda of an upcoming Council meeting, except for emergency circumstances. Comments related to future public hearings should be held for that public hearing. Repeated comments regarding the same or similar topics previously addressed are out of order and will not be allowed. Persons wishing to speak will have 5 minutes. Comments regarding performance by city employees are inappropriate at this time and should be directed to the mayor, either by subsequent appointment or after tonight's meeting, if time permitting.

- XIII. UPCOMING MEETINGS
 - A. CAPITAL FOR A DAY – APRIL 26, 2024
 - B. NEXT BUDGET WORK SESSION: MAY 8, 2024
 - C. NEXT REGULAR MEETING: MAY 8, 2024

ADJOURNMENT

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor:	Chief of Police:	Public Works Director:	City Clerk-Treasurer:	511 Main Street
Ken Everhart	Brent Watson	Tami Claus	Nancy L Ptak	PO Box 130
idahocitymayor1@cityofic.org	idahocitypd.194@cityofic.org	idahocitypublicworks@cityofic.org	idahocityclerk@cityofic.org	Idaho City, ID 83631
Council members:	City officers:	Public Works:	Deputy Clerk	(208)392-4584
Tom Secor Jr		Nick Mancera	Kaleb Goodlett	operating hours
Ashley M Elliott		Dallas DeCory	idahocityoffice@cityofic.org	Monday- Thursday
Mari Adams			Utility Billing Clerk	8 am - 5 pm
Ryan Heffington			Sue Robinson	Friday 9am -3pm
			4cityfolk@cityofic.org	



CITY OF IDAHO CITY

AGENDA

REGULAR CITY COUNCIL MEETING

Wednesday, April 10, 2024

7:00 P.M.

City Hall, 511 Main Street, Idaho City, ID 83631

MINUTES

Join Zoom Meeting

<https://us02web.zoom.us/j/85913106899?pwd=VW51QWRNNGE3eVVzSlhNTHRadGo5QT09>

Meeting ID: 859 1310 6899

Passcode: iccouncil

CALL MEETING TO ORDER: Mayor Everhart called the regular city council meeting to order at 7:03 PM

ROLL CALL: Clerk Ptak called roll, Heffington, Elliott, Adams, Secor in attendance.

PLEDGE OF ALLEGIANCE: Mayor Everhart led the pledge of allegiance.

I. CONSENT AGENDA

The consent calendar includes items which require formal Council action, but which are typically routine or not of great controversy. Individual Council members may ask that any specific item be removed from the consent calendar in order that it is discussed in greater detail. Explanatory information is included in the Council agenda packet regarding these items and any contingencies are part of the approval.

A. APPROVAL OF MINUTES: MARCH 27, 2024 **ACTION ITEM**

Counselor Elliott made a motion, seconded by Adams, to approve the minutes dated March 27, 2024. 3 ayes. Secor abstain. Motion carried.

B. IDAHO CITY EVENT CHECKLIST: **ACTION ITEM**

1. IDAHO CITY HISTORICAL FOUNDATION – YARD SALE OF HISTORIC PROPORTIONS MAY 25 AND 26, 2024

Counselor Elliott explained that the checklist is the exact same as last year. Counselor Secor made a motion, seconded by Heffington, to approve the event checklist for the Yard Sale of Historic Proportions May 25 & 26, 2024. 4 ayes. Motion carried. Counselor Secor made a motion, seconded by Heffington, to approve an alcohol variance for the Yard Sale of Historic Proportions May 25 & 26th. 4 ayes. Motion carried.

C. BILLS/PAYABLES: MARCH 28, 2024 THROUGH APRIL 10, 2024 **ACTION ITEM**

Counselor Secor questioned one of the bills for the water bond. Clerk Ptak explained that the bill is split up into two payments and this is the second payment for this fiscal year. Counselor Secor made a motion, seconded by Adams, to approve the bills March 28, 2024 through April 10, 2024 in the amount of \$71,122.09. 4 ayes. Motion carried.

II. EXECUTIVE SESSION

Certain City-related matters may need to be discussed confidentially as a matter of law subject to applicable legal requirements; the Council may enter executive session to discuss such matters. **ACTION ITEM**

III. PUBLIC HEARINGS

Items listed as public hearings allow citizen comment on the subject matter before the Council. Residents or visitors wishing to comment upon the item before the Council should follow the procedural steps. In order to testify, individuals must sign up in advance, providing sufficient information to allow the Clerk to properly record their testimony in the official record of the City Council. Hearing procedures call for presentation by the applicant, submission of information from City staff, followed by public testimony. **ACTION ITEM**

IV. ENGINEER'S REPORT

Mayor Everhart explained that he met with Stuart Hurley with Merrick to discuss wastewater and finalize some documents. On the water project the engineers will start in the next couple weeks working on new wells. Claus will pull the pump out of the unusable existing well and get it cleaned up to use in one of the new wells. The new wells will be tied into the system temporarily for normal use and test pumping. Mayor Everhart also discussed with Hurley the option of keeping the old wells as back up.

V. ORDINANCES AND RESOLUTIONS

Ordinances and resolutions are formal measures considered by the City Council to implement policy which the Council has considered. Resolutions govern internal matters to establish fees and charges pursuant to existing ordinances. Ordinances are laws which govern general public conduct. Certain procedures must be followed in the adoption of both ordinances and resolutions; state law often establishes those requirements. **ACTION ITEM**

VI. OLD BUSINESS

A. PROPERTY SWAP WITH SECOR

Mayor Everhart asked if City Attorney had contacted the surveyor and Callahan responded no but it is on her to do list.

B. IDAHO CITY FIRE PROTECTION DISTRICT

No new information.

C. CLEARWATER AGREEMENT

Clerk Ptak explained that the services could really be used in many areas, and she wanted council to look through the agreement again. Discussion on different areas that Clearwater could help ensued. Counselor Elliott asked if Clearwater's services would help with the City Attorney. Callahan responded that yes they would be able to help in areas that are outside her normal scope, like P&Z, and the comprehensive plan etc. Mayor Everhart added that if everyone would like this on the next agenda as an action item, there are some things that would be needed, like where the funds would come from, etc. Discussion on the price and where the service hours could be used ensued. Clerk Ptak and City Attorney Callahan will speak with Clearwater to clear up some questions and or concerns.

VII. NEW BUSINESS

A. DAX OLVERA MEMORIAL. **ACTION ITEM**

Clerk Ptak explained Jennifer Olvera is asking for approval to use the ballfields, parking at the rodeo grounds, and if the bathrooms could be opened and stocked. Counselor Secor made a motion, seconded by Adams, to approve the use of the ball fields and surrounding area for Dax Olvera's Memorial April 14th. 4 ayes. Motion carried.

VIII. EMPLOYEE UPDATES

A. PUBLIC WORKS

Mayor Everhart explained that Public Works is working on installing new sewer and water to the Simply Fun building. They will start moving the old asphalt from it's current location. Discussion on crushing and moving the asphalt ensued.

B. LAW ENFORCEMENT

C. CLERK/TREASURER'S OFFICE

1. BUDGET UPDATES

Budget information is in the packet and a work session was held prior to this meeting.

2. WATER AND SEWER UPDATES, **ACTION ITEM**

Clerk Ptak explained that the updates are in the packet and there were a couple of adjustments made.

Clerk Ptak explained the Demolition Permit that was in the packet. This has come up in the past and it would be good to have, so the city, Public Works, and Law Enforcement has the information if needed for safety and or traffic control. Ptak would like council's approval to use the form. Counselor Secor made a motion, seconded by Adams, to approve the adjustments for accounts 20304 & 20293 in the amount of \$59.92. 4 ayes. Motion carried.

3. CAPITAL FOR A DAY UPDATE

Clerk Ptak explained that she received an email from Joan at the Capital. There was a meeting last week and they are proposing to do a potato bar for the lunch. There was a donation from Merrick and there is a donation coming from Idaho Power. There will be another meeting Tuesday the 23rd at community hall. Counselor Elliott added that she is going to see if Leon's could supply cinnamon rolls for the breakfast. Ptak added that whoever is donating could put a banner up in community hall. Discussion on the Governor and cabinet doing a tour with the Historical Foundation ensued. Mayor Everhart added that the County Commissioners, Sheriff Turner, and reps from Merrick will be in attendance.

4. T-MOBILE UPDATE

Clerk Ptak explained things should be live May 1st for the trial.

D. CITY ATTORNEY

City Attorney Callahan explained that the supreme court heard argument regarding the landlord water/sewer bills in Moscow. Callahan emailed the Moscow City Attorney to see what the primary concerns were.

IX. COUNCIL UPDATES

Counselor Secor had talked with Boise County Prosecuting Attorney Sosa, and he will be putting together a proposal. Counselor Adams explained that EBCAD has their bingo fundraiser event this Saturday at 6:30pm and because EBCAD is redistricting she would like to have a community public hearing May 7th at 7pm for questions. Counselor Elliott explained that the Historical Foundation yard sale is coming up so people can donate to the foundation. Clerk Ptak asked Counselor Heffington to look into new heating and cooling units for upstairs.

X. MAYOR UPDATES

Mayor Everhart explained that he went to the IRWA spring conference last week and received a lot of good information. Clerk Ptak asked if he found out who is in charge of emergency management. Counselor Adams explained that they did not have a commissioners meeting, so they did not have any info yet. Ptak explained that it is needed for the FEMA mitigation plan that was started in 2019 and there is a meeting this year.

XI. CITIZEN COMMENTS

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Carrie Ann Kowalczyk asked about Capital for a Day and wanted to know when it was happening. Mayor Everhart responded April 26th. The event begins roughly at 10am and goes till 3pm. Kowalczyk asked if the city was doing any grants for the roads. Mayor Everhart responded that the reason the city is not pursuing any grant funding for the roads is because the city will be digging up the roads as a part of the water improvement project and did not feel it was appropriate to get a grant and pay to have the road repaired to then dig them back up to repair water lines. Discussion on the water project ensued. Mayor Everhart added that Public Works Director Claus had brought in some cold patch to fix potholes on Main Street and ran out of material. More has been ordered to repair other locations.

XII. UPCOMING MEETINGS

- A. NEXT BUDGET WORK SESSION: APRIL 24, 2024 6PM
- B. NEXT REGULAR MEETING: APRIL 24, 2024

ADJOURNMENT 7:59 PM

ATTEST:

Date approved:

Nancy L Ptak, City Clerk-Treasurer

Ken Everhart, Mayor

Questions concerning items appearing on this Agenda or requests for accommodation of special needs to participate in the meeting should be addressed to the Office of the City Clerk, 511 Main Street or call 208-392-4584.

Mayor: Ken Everhart idahocitymayor1@cityofic.org	Chief of Police: Brent Watson idahocitypd.194@cityofic.org	Public Works Director: Tami Claus idahocitypublicworks@cityofic.org	City Clerk-Treasurer: Nancy L Ptak idahocityclerk@cityofic.org	511 Main Street PO Box 130 Idaho City, ID 83631
Council members: Tom Secor Jr Ashley M Elliott Mari Adams Ryan Heffington	City officers:	Public Works: Nick Mancera Dallas DeCory	Deputy Clerk Kaleb Goodlett idahocityoffice@cityofic.org Utility Billing Clerk Sue Robinson 4cityfolk@cityofic.org	(208)392-4584 operating hours Monday- Thursday 8 am - 5 pm Friday 9am -3pm

04/24/24
14:04:19

CITY OF IDAHO CITY
Check/Claim Details
For the Accounting Period: 4/24

Page: 1 of 5
Report ID: AP100W

Line #	Check/ Claim Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
27229S		8 JOHN DEERE CREDIT						
	2707		2,451.01					
1	2889879	03/15/24 Backhoe lease	490.20*			20 43200	742	10100
2	2889879	03/15/24 Backhoe lease	1,372.57			51 43400	742	10100
3	2889879	03/15/24 Backhoe lease	588.24			52 43500	742	10100
		Total Check:	2,451.01					
27230S		115 CORE & MAIN						
	2708		1,857.24					
1	580728	04/03/24 2024 Neptune Contract	1,857.24*			51 43400	630	10100
		Total Check:	1,857.24					
27231S		6 MILLER ENTERPRISES						
	2709		225.18					
1	117151	03/06/24 Monthly trash service	53.86			10 41500	341	10100
2	117151	03/06/24 Monthly trash service	31.62			51 43400	341	10100
3	117151	03/06/24 Monthly trash service	31.62			52 43500	341	10100
4	117161	04/05/24 Monthly trash service	49.72			10 41500	341	10100
5	117161	04/05/24 Monthly trash service	29.18			51 43400	341	10100
6	117161	04/05/24 Monthly trash service	29.18			52 43500	341	10100
		Total Check:	225.18					
27232S		38 IDAHO DEPARTMENT OF HEALTH AND						
	2710		320.00					
1	100133-2	04/04/24 Water tests	320.00			51 43400	681	10100
		Total Check:	320.00					
27233S		21 IDAHO POWER						
	2711		4,726.99					
1	04/01/24	act#2202974826 commercial rd	9.88			20 43200	672	10100
2	04/01/24	act#2204647370 elk crk/placer	9.88			20 43200	672	10100
3	04/01/24	act#2205733500 street lights	374.19			20 43200	672	10100
4	04/01/24	act#2206173730 city shop	19.35			20 43200	675	10100
	30%							
5	04/01/24	act#2206173730 city shop	31.61			51 43400	671	10100
	49%							
6	04/01/24	act#2206173730 city shop	13.54			52 43500	671	10100
	21%							
7	04/05/24	act#2201668064 amphitheater	25.84			10 41500	930	10100
8	04/05/24	acc#2203080029 hw 21 rodeo are	28.04			10 41500	930	10100
9	04/05/24	acc#2202255424 skating rink	25.84			10 41500	930	10100
10	04/05/24	acc#220462101 220 hw 21 lift	29.24			52 43500	671	10100

04/24/24
14:04:19

CITY OF IDAHO CITY
Check/Claim Details
For the Accounting Period: 4/24

Page: 2 of 5
Report ID: AP100W

Line #	Check/ Claim Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
11	04/05/24	acc#2205377613 hill rd booster	269.62			51 43400	671	10100
12	04/05/24	acc#2221325844 water tank	99.73			51 43400	671	10100
13	04/05/24	acc#2204493726 3945 hw 21 PH	25.84			51 43400	671	10100
14	04/05/24	acc#2202137416 city pumps	9.88			51 43400	671	10100
15	04/05/24	acc#2202808321 water treatment	1,173.42			51 43400	671	10100
16	04/05/24	acc#2206171999 city hall	129.45			10 41500	670	10100
	50%							
17	04/05/24	acc#2206171999 city hall	90.61			51 43400	671	10100
	35%							
18	04/05/24	acc#2206171999 city hall	38.83			52 43500	671	10100
	15%							
19	04/05/24	acc#2205634021 207 w comm/emerg	25.84			20 43200	672	10100
20	04/05/24	acc#2206002632 ballfields RR	117.65			10 41500	930	10100
21	04/05/24	acc#2204467670 rodeo gnd RR	33.24			10 41500	930	10100
22	04/05/24	acc#2207091329 3847 hw 21 SP	667.77			52 43500	671	10100
23	04/05/24	acc#2204805382 community hall	482.23			10 41500	673	10100
24	04/05/24	acc#2204647305 main & hw21 VC	327.68			10 41500	674	10100
25	04/05/24	acc#2207764602 3861 HWY 21 RO	667.79			51 43400	671	10100
		Total Check:	4,726.99					
27234S		46 US POSTMASTER						
	2712		371.00					
1	na 04/18/24	Postcard stamps	74.20			10 41500	310	10100
2	na 04/18/24	Postcard stamps	207.76			51 43400	310	10100
3	na 04/18/24	Postcard stamps	89.04			52 43500	310	10100
		Total Check:	371.00					
27235S		235 MICROTECH SYSTEMS						
	2713		1,071.31					
1	76457 04/20/24	IT Services	321.39			10 41500	350	10100
2	76457 04/20/24	IT Services	535.66			51 43400	350	10100
3	76457 04/20/24	IT Services	214.26			52 43500	350	10100
		Total Check:	1,071.31					
27236S		55 GRAINGER						
	2714		1,852.61					
1	9083472424 04/11/24	Cold Patch	1,852.61			20 43200	635	10100
		Total Check:	1,852.61					
27237S		196 KENNETH EVERHART						
	2715		1,796.47					
		Water sample mileage 10/1/23 through 3/31/24 & IRWA Conference reimbursement						
1	na 04/22/24 10/26/23	Mileage - Samples	55.24			51 43400	113	10100
2	na 04/22/24 11/15/23	Mileage - Samples	55.24			51 43400	113	10100

04/24/24
14:04:19

CITY OF IDAHO CITY
Check/Claim Details
For the Accounting Period: 4/24

Page: 3 of 5
Report ID: AP100W

Line #	Check/ Claim Invoice #	Vendor #/Name/ Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund Org Acct	Object Proj	Cash Account
3	na 04/22/24	12/20/23 Mileage - Samples	55.24			51 43400	113	10100
4	na 04/22/24	12/29/23 Mileage - Samples	55.24			51 43400	113	10100
5	na 04/22/24	01/30/24 Mileage - Samples	55.24			51 43400	113	10100
6	na 04/22/24	02/09/24 Mileage - Samples	55.24			51 43400	113	10100
7	na 04/22/24	02/16/24 Mileage - Samples	55.24			51 43400	113	10100
8	na 04/22/24	02/21/24 Mileage - Samples	55.24			51 43400	113	10100
9	na 04/22/24	02/27/24 Mileage - Samples	55.24			51 43400	113	10100
10	na 04/22/24	03/02/24 IRWA Conference Mil	81.19			51 43400	113	10100
11	na 04/22/24	03/08/24 Mileage - Samples	55.24			51 43400	113	10100
12	na 04/22/24	03/14/24 Mileage - Samples	55.24			51 43400	113	10100
13	na 04/22/24	03/21/24 Mileage - Samples	55.24			51 43400	113	10100
14	na 04/22/24	03/27/24 Mileage - Samples	55.24			51 43400	113	10100
15	na 04/22/24	IRWA Confer. Motel	304.69			51 43400	113	10100
16	na 04/22/24	IRWA Conference	692.47			51 43400	113	10100
Total Check:			1,796.47					

27238S 23 IDAHO RURAL WATER ASSOCIATION

2716			1,221.02					
1	2086 03/31/24	Responsible Operator Charge	1,221.02			52 43500	113	10100
Total Check:			1,221.02					

27239S 45 CENTURYLINK

2718			311.52					
1	Apr 4016 04/16/24	City Hall	38.37			10 41500	491	10100
2	Apr 4016 04/16/24	City Hall	33.58			51 43400	491	10100
3	Apr 4016 04/16/24	City Hall	23.99			52 43500	491	10100
4	Apr 4015 04/16/24	Water Plant	83.98			51 43400	491	10100
5	Apr 2377 04/16/24	Sewer Internet & Phone	131.60			52 43500	491	10100
Total Check:			311.52					

of Claims 11 Total: 16,204.35

04/24/24
14:04:19

CITY OF IDAHO CITY
Fund Summary for Claims
For the Accounting Period: 4/24

Page: 4 of 5
Report ID: AP110

Fund/Account	Amount
10 GENERAL FUND	
10100 Checking-Cash in Bank	1,707.51
20 STREET FUND	
10100 Checking-Cash in Bank	2,781.95
51 WATER FUND	
10100 Checking-Cash in Bank	8,636.56
52 SEWER FUND	
10100 Checking-Cash in Bank	3,078.33
Total:	16,204.35

04/24/24
14:04:19

CITY OF IDAHO CITY
Claim Approval Signature Page
For the Accounting Period: 4 / 24

Page: 5 of 5
Report ID: AP100A

City of Idaho City
PO Box 130
511 Main Street
Idaho City, Idaho 83631-0130

CASH VOUCHERS

Authorized by: _____ Date: _____

FIRE DEPARTMENT BUDGET

FY	Budget	Actual
16/17	\$11008	\$21253 / 27001
15/16	\$27000	\$23489
14/15	\$14706	\$9746
13/14	\$9706	\$5181
12/13	\$9706	\$8336
11/12	\$9550	\$17569
10/11	\$9550	\$9394
09/10	\$9507	\$

Total 2009 – 2017 = \$104,475.00

Total 1972 – 2009 = \$147,741.00

FIRE DEPARTMENT BUDGET

FY	Budget	FY	Budget
08/09	\$9618	07/08	\$6543
06/07	\$6332	05/06	\$6300
04/05	\$6300	03/04	\$6930
02/03	\$7000	01/02	\$6500
00/01	\$6500	99/00	\$5466
98/99	\$4775	97/98	\$4985
96/97	\$3974	95/96	\$4048
94/95	\$4507	93/94	\$4000
92/93	\$4000	91/92	\$4000
90/91	\$1900	89/90	\$1800
88/89	\$1898	87/88	\$3358
86/87	\$4648	85/86	\$4767
84/85	\$3698	83/84	\$1533
82/83	\$2226	81/82	\$4576
80/81	\$3580	79/80	\$3364
78/79	\$2940	77/78	\$1000
76/77	\$1750	75/76	\$1000
74/75	\$1225	73/74	\$350
72/73	\$350		



MASTER SERVICES AGREEMENT

This professional services and municipal advisory agreement, referred to as the "Agreement" dated _____ is made by and between the City of Idaho City, referred to as the "Client" located at 511 Main St., Idaho City, ID AND Clearwater Financial LLC located at PO Box 505 Eagle, ID 83616, referred to as the "Consultant."

1. Professional Services. Upon request, the Client may employ the Consultant to perform the following services:

- a) **Public Engagement Services:**
 - i. Public education services including surveys; marketing, messaging, branding, media engagement and press releases, social media and website marketing; intergovernmental relations including joint powers agreements and public private partnerships (PPP); stakeholder engagement.
- b) **Planning and Development Services:**
 - i. Strategic, comprehensive, infrastructure and other long-range planning services; master facility planning; comprehensive financial planning; planning & zoning administration and best practices.
- c) **Public Budgeting and Accounting Services:**
 - i. Budget creation assistance; audit prep and review; financial analysis; financial policies and best practices; demographic and financial projections; what-if scenarios; and project pro forma.
- d) **Economic Development Services:**
 - i. Public private partnerships; redevelopment; development services of public assets; property assemblage; site selection; design team creation; highest-and-best-use, market and economic impact analysis; development impact fees; urban renewal TIF analysis, feasibility studies, and finance.
- e) **Banking and Treasury Services:**
 - i. Banking services RFQ/RFP; latent fund analysis; process/systems improvements and innovations; banking and treasury policies; bond funds reinvestment.

2. Municipal Advisory and Financial Services. The Client hereby desires to employ the Consultant as its registered "municipal advisor" with both the Securities Exchange Commission "SEC" and the Municipal Securities Rulemaking Board "MSRB" to perform the following services in accordance with the rules and regulations adopted by the SEC and MSRB and with the terms and conditions set forth in this Agreement for the purpose of obtaining financing (bonds, notes, loans, leases) for necessary projects. Municipal Advisory and Financial Services include:

- a) Assistance with the creation and coordination of the finance team including bond council, underwriter(s), trustees, paying agents, bond registrars, escrow agents, escrow verification agents, rating agencies, bond insurers, arbitrage rebate consultants and any other parties engaged in providing services pertaining to the proposed financing. All other parties will be paid by the Client.
- b) Advice and assistance in selecting the method of financing; bidding of various services and financing packages; bond rating preparation and coordination; assistance with state-wide finance programs; funding options analysis and other related services as necessary.
- c) Advice related to bond structuring and issuance process such as: rate, term, covenants, finance options, credit analysis, and other services. This also includes, if necessary, debt incurring capacity, tax impact analyses and other related calculations.
- d) Producing information about the Client such as: population, assessed values, largest employers, largest rate payers, property/revenue diversification and other information needed for financing purposes.
- e) Provide financial advice regarding municipal credit and debt management, fund balances, debt ratios, and funding options policies and procedures.
- f) Create project proformas with corresponding tax increment financing (TIF) analysis, and budgets.

The Consultant will consult with the Client and its representatives as needed to fulfill the terms of this Agreement. All services to be provided by the Consultant will be performed with promptness and diligence and at a level of proficiency to be expected by a consultant with the background and experience that the Consultant has represented it possesses. The Client will coordinate and communicate with the Consultant on its financings and provide accurate information as needed to fulfill the terms of this Agreement.

3. Terms of Agreement. This Agreement will begin when it is fully executed by both the Client and the Consultant. This Agreement will end two years from the execution date of this Agreement. This Agreement shall have 5 one-year extensions. Either party may cancel and terminate this Agreement on any anniversary date of this Agreement, for any reason, upon 30 days' prior written notice to the other party of such termination.

4. Costs. The cost for 1. Professional Services is covered by an annual retainer. The Client will pay the Consultant an initial and thereafter an annual retainer fee of \$6,000 upon execution of this Agreement. If a specific project is anticipated to exceed 30 hours, the Client and Consultant will agree on a specific scope of work that will be authorized by the Client via addendum to this Agreement. This will be defined by a specific not-to-exceed price to complete the project that is mutually agreed upon by the Client and Consultant. The annual retainer fee is non-refundable. The annual retainer fee will be paid upon the anniversary of the execution of this Agreement.

The cost for each separate 2. Municipal Advisory and Financial Service is as follows:

Bonds/Notes/Loans/Leases/Financings:

<u>Bond Size:</u>	<u>Fee Calculation:</u>
\$0 to \$5MM	\$25,000
\$5MM to \$10MM	\$25,000 + \$2.75 per 1,000 of bonds from \$5MM to \$10MM
\$10MM and above	\$38,750 + \$1.50 per 1,000 of bonds from \$10MM and above. \$.50 per bond for any bonds over \$50MM

If additional expenses such as in-state and out-of-state travel, meals, communications, disclosures, print, software, data sources, and other out-of-pocket expenses are required; these costs will be paid by the Client to the Consultant.

The Consultant will submit an invoice for payment to the Client monthly for services rendered for 1. Professional Services. The Client will pay the Consultant the amount due as indicated within thirty (30) days. For 2. Municipal Advisory and Financial Services, these costs will be billed at the closing of a 2. Municipal Advisory and Financial Service.

5. Employment of Others. The Client and Consultant may from time-to-time arrange for the services of others. All costs to the Consultant for those services will be paid by the Client, but in no event shall the Consultant consult with or employ others for these services without the prior written authorization of the Client. Upon approval by the Client, the Consultant may arrange for the services of others in connection with the delivery of terms of this Agreement. Any such costs will be paid by and are the sole responsibility of the Client.

6. Other Services. If other services not mentioned in this Agreement are needed and agreed upon by both the Client and the Consultant, pricing for other services shall be set forth by addendum to this Agreement. Any other additional charges must be mutually agreed to by the Client and the Consultant.

7. Independent Contractor. Both the Client and the Consultant agree that the Consultant will act as an independent contractor in the performance of its duties under this contract. Accordingly, the Consultant shall be responsible for payment of all taxes including Federal, State and local taxes arising out of the Consultant's activities in accordance with this contract, including but not limited to, Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fee as required.

8. Confidential Information. The Consultant agrees that any information received by the Consultant during any furtherance of the Consultant's obligations in accordance with this contract, which concerns the personal, financial or other affairs of the Client will be treated by the Consultant in full confidence and will not be revealed to any other persons, firms or organizations without the Client's written consent. Pursuant to Idaho Code § 74-101, et seq.,

information or documents received from the Consultant may be open to public inspection and copying unless exempt from disclosure. The Consultant shall clearly designate each portion as "exempt" on each page of such documents and shall indicate the basis for such exemption. Client will not accept the marking of an entire document as exempt. In addition, Client will not accept a legend or statement on one page that all, or substantially all, of the document is exempt from disclosure. The Consultant shall indemnify and defend Client against all liability, claims, damages, losses, expenses, actions, attorneys' fees, and suits whatsoever for honoring such a designation or for the Consultant's failure to designate individual documents as exempt. The Consultant's failure to designate as exempt any document or portion of a document that is released by Client shall constitute a complete waiver of any and all claims for damages caused by any such release. Any reproduction of any Confidential Information of the Consultant shall remain the property of Consultant and shall contain any and all confidential or proprietary notices or legends which appear on the original. The Client shall not disclose or reveal any Confidential Information to any person other than its representatives who are actively and directly participating in the activities related to the intent of this Agreement or who otherwise need to know the Confidential Information for the purpose of the intent of this Agreement. In addition, prior to any such disclosure, such representatives shall be made aware of the confidential nature of the confidential information and shall be bound by the non-disclosure terms of this Agreement. In any event, the Client shall be responsible for any breach of these terms by any of its representatives. The confidential nature of the provided services and information does not terminate with this Agreement. If sunshine laws require the disclosure of Confidential Information, it is understood by the Consultant that this information will be shared as the law dictates and is necessary.

9. **Non-Competition.** During the term of this Agreement, the Consultant will not engage in business or other activities which are, directly or indirectly, competitive with the activities of the Client. The Client will not engage the municipal advisory services of another party during the term of this Agreement.

10. **Results Not Guaranteed.** The Consultant primary service is to provide added value information and analysis related to the services described above. Much of the information and analysis is based upon historical performance information. While this information may be useful in understanding past performance, past performance is no guarantee of future results. Furthermore, other information and events outside of the services provided by the Consultant may have a significant impact on any results. The Consultant does not guarantee any results and is not responsible for any results, damages, or losses arising from any use of the information it provides.

11. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Idaho. The Parties consent to the exclusive jurisdiction and venue in the courts of Ada County, Idaho.

12. **General.** This Agreement constitutes the entire Agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject. This Agreement may not be modified other than by amendment in writing executed by the Client and the Consultant.

13. **Sovereign Immunity.** Nothing contained in this Contract shall be considered a waiver of Client's sovereign immunity which immunity is expressly reserved.

14. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal Agreement binding on such party and enforceable in accordance with its terms.

15. **Signatures.** Both the Client and the Consultant agree to the above Agreement.

Signed by: _____
Name: _____
Title: _____

/s/: _____
Date: _____

Signed by: Clearwater Financial, LLC
Name: Cameron Atrial
Title: President

/s/: _____
Date: _____

UTILITY BILLING SYSTEM Report ID: 1020

CITY OF IDAHO CITY

PAST DUE 60 OR MORE DAYS

For target date 04/04/2024

08:33:25 - 04/04/2024

Account	Route - Meter	Customer Name	Service Address	Balance	User Type	Past Due
Fund - Service						
20001-03	00-NONE		302 ELK CREEK ROAD		COMMERCIAL	
51 - WATER BASE			Agreement	10781.74		10345.66
52 - SEWER						
51 - WATER LATE FEE				8243.85		7494.41
52 - SEWER LATE FEE						
51 - MISC						
51 - OVERPAYMENT						
Subtotal for Account 20001-03 :				19025.59		17840.07
20002-00	02-02		305 ELK CREEK ROAD		RESIDENTIAL	
51 - WATER BASE			Water turned back on	239.08		173.56
51 - WATER USAGE			on 4/9/24.	2.56		1.92
52 - SEWER			Owes \$38.91	145.36		109.02
51 - WATER LATE FEE			Pd. in multiple payments	24.17		6.62
52 - SEWER LATE FEE				25.49		6.62
51 - ON/OFF FEE				70.00		
51 - OVERPAYMENT						
Subtotal for Account 20002-00 :				506.66		297.74
20054-00	02-54		402 MONTGOMERY STREET		RESIDENTIAL	
51 - WATER BASE			Pd. in Full	196.56		131.04
51 - WATER USAGE			4/10/24 CC	1.29		0.86
52 - SEWER			7 Day Sent 7/5	109.02		72.68
51 - WATER LATE FEE			7 Day on Door 7/8/24	13.19		
52 - SEWER LATE FEE				13.19		
51 - OVERPAYMENT						
Subtotal for Account 20054-00 :				333.25		204.58
20066-00	02-66		608 MONTGOMERY STREET		RESIDENTIAL	
51 - WATER BASE			Agreement	196.56		131.04
51 - WATER USAGE				12.36		8.24
52 - SEWER				116.27		79.93
51 - WATER LATE FEE				17.11		17.11
52 - SEWER LATE FEE				20.57		20.57
51 - OVERPAYMENT						
Subtotal for Account 20066-00 :				382.87		256.89
20077-00	02-77		606 MONTGOMERY STREET		RESIDENTIAL	
51 - WATER BASE			Agreement	196.56		131.04
51 - WATER USAGE				113.24		78.90
52 - SEWER				17.35		17.35
51 - WATER LATE FEE				20.88		20.88
52 - SEWER LATE FEE						
51 - MISC						
51 - OVERPAYMENT						
Subtotal for Account 20077-00 :				350.03		248.17
20088-00	02-88		101 PLACER STREET		RESIDENTIAL	
51 - WATER BASE			Pd. in full 4/11/24	196.56		131.04
51 - WATER USAGE			Got new billing address	2.55		1.70
52 - SEWER			Water shut off as	109.02		72.68
51 - WATER LATE FEE			no contact with any	13.27		
52 - SEWER LATE FEE			relatives.	13.27		
51 - ON/OFF FEE						
Subtotal for Account 20088-00 :				334.67		205.42
20125-00	02-125		309 W WALULA STREET		RESIDENTIAL	
51 - WATER BASE			Pd. in Full	196.56		131.04
51 - WATER USAGE			4/10/24 CC	10.02		6.68
52 - SEWER			7-Day	109.02		72.68
51 - WATER LATE FEE			7/8/24	13.77		
52 - SEWER LATE FEE				13.77		
51 - MISC						
51 - ON/OFF FEE						
51 - NSF FEE						
51 - OVERPAYMENT						
Subtotal for Account 20125-00 :				343.14		210.40

UTILITY BILLING SYSTEM Report ID: 1020

CITY OF IDAHO CITY

PAST DUE 60 OR MORE DAYS

For target date 04/04/2024

08:33:25 - 04/04/2024

Account	Route - Meter	Customer Name	Service Address	User Type	Balance	Past Due
Fund - Service						
20128-00	02-128	[REDACTED]	113 COTTONWOOD STREET	RESIDENTIAL		
51 - WATER BASE					132.90	67.38
51 - WATER USAGE						
52 - SEWER					72.68	36.34
51 - WATER LATE FEE					6.74	
52 - SEWER LATE FEE					6.74	
51 - OVERPAYMENT						
Subtotal for Account 20128-00 :					219.06	103.72
20131-00	02-131	[REDACTED]	116 COTTONWOOD STREET	RESIDENTIAL		
51 - WATER BASE					390.00	324.48
51 - WATER USAGE						
52 - SEWER					216.31	179.97
51 - WATER LATE FEE					91.11	51.16
52 - SEWER LATE FEE					100.92	57.60
51 - ON/OFF FEE					75.00	75.00
51 - OVERPAYMENT						
Subtotal for Account 20131-00 :					873.34	668.21
20158-00	02-158	[REDACTED]	203 MYERS STREET	RESIDENTIAL		
51 - WATER BASE					131.04	65.52
51 - WATER USAGE					2.42	1.21
52 - SEWER					99.20	62.86
51 - WATER LATE FEE						
52 - SEWER LATE FEE						
51 - OVERPAYMENT						
Subtotal for Account 20158-00 :					232.66	129.59
20159-00	02-159	[REDACTED]	500 HIGH STREET	RESIDENTIAL		
51 - WATER BASE					131.04	65.52
51 - WATER USAGE					6.68	3.34
52 - SEWER					72.88	36.54
51 - WATER LATE FEE					6.89	
52 - SEWER LATE FEE					6.89	
51 - OVERPAYMENT						
Subtotal for Account 20159-00 :					224.38	105.40
20217-00	02-217	[REDACTED]	117 PROSPECTOR LANE	RESIDENTIAL		
51 - WATER BASE					131.04	65.52
51 - WATER USAGE					16.82	9.72
52 - SEWER					109.02	72.68
51 - WATER LATE FEE					14.52	
52 - SEWER LATE FEE					10.00	2.25
51 - ON/OFF FEE					70.00	70.00
51 - NSF FEE						
51 - OVERPAYMENT						
Subtotal for Account 20217-00 :					351.40	220.17
20241-00	02-241	[REDACTED]	483 ELK CREEK ROAD	RESIDENTIAL		
51 - WATER BASE					195.78	130.26
51 - WATER USAGE					20.67	13.78
52 - SEWER					109.02	72.68
51 - WATER LATE FEE					14.40	
52 - SEWER LATE FEE					14.40	
51 - OVERPAYMENT						
Subtotal for Account 20241-00 :					354.27	216.72
20242-00	02-242	[REDACTED]	420 ELK CREEK ROAD	RESIDENTIAL		
51 - WATER BASE					196.56	131.04
51 - WATER USAGE					44.31	29.54
52 - SEWER					110.20	73.86
51 - WATER LATE FEE					16.06	
52 - SEWER LATE FEE					16.06	
51 - MISC						
51 - OVERPAYMENT						
Subtotal for Account 20242-00 :					383.19	234.44

Pd. in full +
\$225 4/11/24

Last pd. \$100
2/13/24

SHUT OFF
+ Meter OUT

Pd. in full
4/11/24

Agreement

\$105 pd
4/4/24

\$119.38

Pd. \$220.17
CC 4/17/24
(Just past due owed)

7-DAY
4/8/24

Pd. in full
4/16/24

7-Day
4/8/24

Pd. \$200
In full +

Pd. \$200 7-Day
4/8/24 4/8/24
w/Agreement

\$183.19

08:33:25 - 04/04/2024

Total Past Due: 21947.98