

06/24/20  
15:47:18

CITY OF IDAHO CITY  
Claim Approval List  
For the Accounting Period: 6/20  
For Pay Date: 06/24/20

Page: 1 of 4  
Report ID: AP100

\* ... Over spent expenditure

Claim	Check	Invoice	Vendor #/Name/	Inv Date/Description	Document \$/	Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash
656			188 Numsp Boise		474.00									
		209-15159	06/15/20 monthly services		165.90*				10		41500	350		10100
		209-15159	06/15/20 monthly services		255.96*				51		43400	631		10100
		209-15159	06/15/20 monthly services		52.14*				52		43500	350		10100
657			8 JOHN DEERE CREDIT		2,451.01									
		2348915	06/14/20 lease payment		367.65*				20		43200	742		10100
		2348915	06/14/20 lease payment		1,372.57*				51		43400	742		10100
		2348915	06/14/20 lease payment		710.79				52		43500	742		10100
658			6 MILLER ENTERPRISES		82.75									
		102346	06/02/20 monthly refuse removal		38.07*				10		41500	341		10100
		102346	06/02/20 monthly refuse removal		22.34*				51		43400	341		10100
		102346	06/02/20 monthly refuse removal		22.34				52		43500	341		10100
659			33 BOISE OFFICE EQUIPMENT		40.24									
		2340025	06/09/20 monthly service fee		14.08*				10		41500	350		10100
		2340025	06/09/20 monthly service fee		21.73*				51		43400	631		10100
		2340025	06/09/20 monthly service fee		4.43*				52		43500	350		10100
660			182 XEROX FINANCIAL		200.62									
		2131898	06/05/20 monthly lease agreement		70.22*				10		41500	350		10100
		2131898	06/05/20 monthly lease agreement		108.33*				51		43400	631		10100
		2131898	06/05/20 monthly lease agreement		22.07*				52		43500	350		10100
661			23 IDAHO RURAL WATER ASSOCIATION		390.00									
		16340	05/07/20 yearly dues		390.00				51		43400	460		10100
662			61 HOME DEPOT CREDIT SERVICES		55.43									
		90407	06/05/20 water meter supplies		55.43*				51		43400	630		10100
663			115 CORE & MAIN		3,957.57									
		M459475	06/09/20 seters		3,957.57				51		43400	540		10100
664			54 IDAHO CITY HARDWARE		11.87									
		556	06/21/20 visitor's center/ruth's park		11.87				10		41500	620		10100
665			136 T-O ENGINEERS		821.25									
		170064-121	06/12/20 general engineering servic		821.25*				51		43400	580		10100



06/24/20  
15:47:18

CITY OF IDAHO CITY  
Fund Summary for Claims  
For the Accounting Period: 6/20

Page: 3 of 4  
Report ID: AP110

Fund/Account	Amount
10 GENERAL FUND	
10100 Checking-Cash in Bank	\$320.14
20 STREET FUND	
10100 Checking-Cash in Bank	\$367.65
51 WATER FUND	
10100 Checking-Cash in Bank	\$7,039.39
52 SEWER FUND	
10100 Checking-Cash in Bank	\$975.97
Total:	\$8,703.15

06/24/20  
15:47:18

CITY OF IDAHO CITY  
Claim Approval Signature Page  
For the Accounting Period: 6 / 20

Page: 4 of 4  
Report ID: AP100A

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

CASH VOUCHERS

Authorized by: \_\_\_\_\_ Date: \_\_\_\_\_



# CITY OF IDAHO CITY

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## REGULAR CITY COUNCIL MEETING

Wednesday June 24, 2020

6:00 P.M

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

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### 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: JUNE 10, 2020 AND JUNE 15, 2020 **ACTION ITEM**
- B. IDAHO CITY EVENT CHECKLIST: **ACTION ITEM**
  - 1. 4<sup>th</sup> of JULY IN THE PARK -ICHF
  - 2. 1<sup>st</sup> ANNUAL JACK PINE ROUND UP-DAN MEYER (GOLDMINE GRILL AND SALOON ADDITION TO CHECKLIST)
- C. BILLS/PAYABLES: JUNE 11, 202 THROUGH JUNE 24, 2020 **ACTION ITEM**

#### II. 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.

#### III. ENGINEER'S REPORT

- 1. MASTER SERVICE AGREEMENT EXECUTION **ACTION ITEM**
- 2. AGREEMENT FOR PROFESSIONAL SERVICES – TASK ORDER NO. 294-01 **ACTION ITEM**

#### IV. OLD BUSINESS

- 1. IDAHO CITY HISTORICAL FOUNDATION TERRITORIAL PRISON OPTIONS – ICHF **ACTION ITEM**
- 2. BOISE COUNTY WOULD LIKE RECONSIDERATION OF LAND SWAP WITH IDAHO CITY– BOISE COUNTY **ACTION ITEM**

#### V. NEW BUSINESS

#### VI. 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**

#### VII. COMMITTEE REPORTS

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

## VIII. 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**

## IX. EMPLOYEE UPDATES

- A. PUBLIC WORKS
- B. LAW ENFORCEMENT
- C. CLERK/TREASURER'S OFFICE
  - 1. OPEN MEETING LAW HANDOUTS
  - 2. SEWER/WATER AT PROPERTY LOCATED 201 MINER'S LANE (FKA JACK COON'S PROPERTY)

## 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. In order 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.

## 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:	511 Main Street
Phillip J Canody	Mark Otter	Tami Franklin	PO Box 130
Council members:	Deputy officers:	Gene Bettys	Idaho City, ID 83631
Tom Secor Jr	Bryce Johnson	City Clerk-Treasurer:	(208)392-4584
Ken Everhart	Mark Brunell	Nancy Ling	<a href="mailto:4cityfolk@gmail.com">4cityfolk@gmail.com</a>
HD Hillyard	Janitor/part time office:	Deputy Clerk:	<a href="mailto:idahocityclerk@gmail.com">idahocityclerk@gmail.com</a>
David Martin	Eleanor Wolery	Sue Robinson	<a href="mailto:idahocitypublicworks@gmail.com">idahocitypublicworks@gmail.com</a>

# CITY OF IDAHO CITY



## REGULAR CITY COUNCIL MEETING

Wednesday June 10, 2020

6:00 P.M

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

**CALL MEETING TO ORDER** Mayor Canody called meeting to order at 6:00 pm.

**ROLL CALL** Martin, Everhart, Hillyard present. Secor absent

**PLEDGE OF ALLEGIANCE** Mayor Canody 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: May 27, 2020 **ACTION ITEM**

Everhart motioned to approve the minutes of May 27, 2020; Martin seconded; 3 ayes.

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

##### 1. IDAHO CITY STAMPEDE –

Clerk reminded Council Kai was at last meeting to represent the Idaho Stampeded. Everhart motioned to approve Idaho City Stampede on July 11, 2020 9 am-5 pm; Martin seconded; 3 ayes. Everhart motioned to allow alcohol variance during Idaho City Stampede; Martin seconded. 3 ayes.

##### 2. IDAHO CITY WAGON RIDES-

Doug Pottenger was in attendance, Chief spoke to Mr. Pottenger about moving the route off the highway. Everhart motioned to approve the Idaho City Wagon Rides; Martin seconded; 3 ayes.

##### 3. IDAHO FOURTH OF JULY 2020 –

Everhart motioned to approve Idaho City Fourth of July parade and fireworks event; Hillyard seconded; 3 ayes.

#### C. BILLS/PAYABLES: MAY 29 THROUGH JUNE 10, 2020 **ACTION ITEM**

Martin motioned to pay bills dated May 29 through June 10, 2020 in the amount of \$5,889.26; Everhart seconded; 3 ayes.

### II. 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.

### III. ENGINEER'S REPORT

#### A. ECWAG GRANT WITH IDAHO RURAL DEVELOPMENT AND OTHER GRANT UPDATES **ACTION ITEM**

Tim Farrell and Kristina Gillespie from Mountain Waterworks were present to speak with council. Master Services Agreement will need to be signed; draft presented to City Attorney Linville for review. Mountain Waterworks will submit task orders for projects in future. Water projects are currently being reviewed and have looked at funding that may be available- ECWAG-Emergency Community Water Assistance Grant; \$150,000 from EPA needs to be secured and finalized by June 30 or will be returned to National Office. Currently it has been earmarked for Idaho City and if it goes back it can be reapplied for. Kristina is working on EPA Grant \$300,000 for the water project. MWW would like permission to work on funding sources and propose a special meeting/workshop to speak with City Council in greater detail. Suggested Special Meeting Wednesday at 9 am. (Council will discuss later in meeting for set time).

#### IV. OLD BUSINESS

##### 1. LAND TRADE WITH BOISE COUNTY **ACTION ITEM** –

Commissioner Roger Jackson represented Boise County. Councilman Hillyard does not think the land swap is fair due to the fact the county would be trading bare land for land with a building the city owns. Martin also does not agree the land swap is in best interest of city. Mayor Canody suggests the swap can be beneficial to both sides if the history is understood on why the city has it in the first place. Discussion with Attorney Linville regarding certain criteria involved with governments buying, selling and trading properties. Martin would like Councilman Secor to be in attendance for a vote. Hillyard motioned to not do the land trade with Boise County; Martin seconded; 2 ayes, 1 nay by Everhart.

##### 2. ROGER JACKSON WATER LEAKS-BILLING **ACTION ITEM** –

Tabled until further research can be done. It may take some time for the clerk's office to obtain all the necessary documents as this is an older account.

##### 3. MORES CREEK CROSSING #2 **ACTION ITEM**–

Troy Ashworth was in attendance with a larger roll out copy of his plat. Council discussed the plat and all the issues brought to the attention of the Idaho City Fire Protection District (Terry Teeter) and city engineer (Kasey Ketterling). All concerns have been ramified. Everhart motioned to approve preliminary plat for Mores Creek Crossing #2 with the modifications suggested by the City Engineer; Hillyard seconded; 3 ayes. Mr. Ashworth would like his original street names approved as they were presented to Planning and Zoning. Everhart motioned to approve the second phase street names as presented; Martin seconded; 3 ayes.

#### V. NEW BUSINESS

##### 1. PROPERTY LINE ADJUSTMENT PROPOSAL BLOCK B, IDAHO CITY- IDAHO CITY HISTORICAL FOUNDATION **ACTION ITEM** –

Beth Wilson was present. The Idaho Territorial Prison is not on the property thought to be deeded in 1967 to the ICHF. ICHF proposed the EMT storage shed land could be swapped for the land the Territorial Prison sits on. Discussion with land Surveyor Colleen Marks who has been working in this area surveying. Everhart suggested a lease agreement for the property to the Historical Society rather than do a land swap. City Attorney Linville will contact Historical Society and work on lease agreement.

##### 2. IDAHO CITY SCHOOL DISTRICT ~~SNOW REMOVAL PROPOSAL~~ **ACTION ITEM**

Brian Hunicke, Superintendent of Basin School District, and Bobby Kassebaum, Maintenance Supervisor, would like to acquire the city's help to with the parking lot issues on Placer Street concerning drainage. Tami Franklin, Public Works Director, stated she does not have a problem with helping. Council is in agreement. Idaho City will help Basin School District with parking lot and drainage issues. No motion is necessary.

##### 3. APPOINT MEMBERS FOR PARKS AND RECREATION COMMISSION –

Mayor Canody recommended to the Council that John Roberts, Tina Erbe and Dax Olvera be appointed to Idaho City Parks and Recreation Commission. No objections for appointments.

#### VI. 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.

#### VII. 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.

#### VIII. EMPLOYEE UPDATES

##### A. PUBLIC WORKS –

Public Works Director Tami Franklin reported water pits and meters are almost done with what they have; most 3.25" meters have been changed out; 2" meters will more likely happen next year as it requires more digging. She will price culverts and catch basins for the school parking lot issues. Culverts on Placer Street need to be replaced, but telephone lines are running through them. She is doing research on them. The city may be able to get help with grants. Ben Roeber with Basin School District has been researching.

Public work employees are using Fridays to clean shop, organize, maintenance on equipment.

Tami had a discussion with Paul Shiffer about the sewer lagoons and updates.

She has an ITD contact to call in order to get permission to move the speed limit signs farther up the highway.

##### B. LAW ENFORCEMENT –

Chief Mark Otter reported things are going well. Working on traffic issues.

Received approval for the crosswalk at Montgomery and Idaho Power will put a light in there. Nancy Holbert suggested talking to the Chamber of Commerce to get Idaho Power to help reduce or cover cost of light at crosswalk.

### C. CLERK/TREASURER'S OFFICE-

Clerk Nancy Ptak reported on where the budget is at for the month. This month the revenue is finally above the expenditures.

Water bill collection has been fairly timely and people are appreciative. There was a glitch on the reads for this month and how they imported to the system. Clerk's office is handling many inquiries as to the larger water bill mishaps. Working on Crawford/Longpre trailer court issues with Attorney Linville.

Clerk Ptak had questions come about regarding Cowboy Campground. It was discussed the water is stubbed out to it and sewer runs through it. If it was developed, the water line would have to be extended. Any new manufactured homes must be on foundation. There was a question about water rights, this may take some looking into (possibly county recorder's office) Idaho City has an easement for the sewer line which goes up to Four Pines Loop.

Mountain Waterworks meeting will be 9 am on Monday June 15, 2020-Special Meeting.

Clerk Ptak sat in on Governor's meeting last week for Mayor Canody. If Idaho City does not do 3% increase on property taxes, Idaho state will pay law enforcement, emergency services budget up to 110% of last year's budget (if Clerk Ptak understood correctly and Mayor Canody thought it was correct also, but will check into it more closely as there is a deadline to let the State of Idaho know). All agreed it would be beneficial to participate, it is a good way to help the people of Idaho City by not increasing taxes this year.

Clerk Ptak will be attempting to take vacation next week but will come back for the special meeting.

### IX. COUNCIL UPDATES – No updates from Council

### X. MAYOR UPDATES-No updates from Mayor

### XI. CITIZEN COMMENTS

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Nancy Holbert commented on restrooms for she is working on a grant for. The original thought was to have a 2-shower restroom, but they are expensive. She is currently working towards a 4-place restroom stall at the park near the Idaho Territorial Prison; also Pickle ball/tennis court revision of the older court, officer Gomez is helping her with on one grant.

**ADJOURNMENT** Mayor Canody adjourned at 7:33 pm.

ATTEST:

Date approved:

\_\_\_\_\_  
Nancy L Ptak, City Clerk-Treasurer

\_\_\_\_\_  
Phillip Canody, 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:  
Phillip J Canody  
Council members:  
Tom Secor Jr  
Ken Everhart  
HD Hillyard  
David Martin

Chief of Police:  
Mark Otter  
Deputy officers:  
Bryce Johnson  
Mark Brunell  
Janitor/part time office:  
Eleanor Wolery

Public Works:  
Tami Franklin  
Gene Bettys  
City Clerk-Treasurer:  
Nancy Ling  
Deputy Clerk:  
Sue Robinson

511 Main Street  
PO Box 130  
Idaho City, ID 83631  
(208)392-4584  
[4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)  
[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com)  
[idahocitypublicworks@gmail.com](mailto:idahocitypublicworks@gmail.com)



# CITY OF IDAHO CITY

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## SPECIAL CITY COUNCIL MEETING

Monday June 15, 2020

9:00 A.M.

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

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CALL MEETING TO ORDER-Mayor Canody called meeting to order at 9:00 am

ROLL CALL- Martin, Everhart, Hillyard, Secor all present.

PLEDGE OF ALLEGIANCE- Mayor Canody led the Pledge of Allegiance

Tim Farrell and Ed Stowe from Mountain Waterworks were present.

- CITY-ENGINEER CONTRACTS

- ACTION ITEM: MASTER SERVICE AGREEMENT EXECUTION –

Mayor Canody asked if Tim had received changes from City Attorney Linville. He had not as of yet. Mayor presented the issues with Paragraph 19 and Paragraph 22, inconsistencies. Tim will look at revisions, fix and send back to Attorney Linville. Master Service Agreement Execution is postponed until next City Council meeting on June 24, 2020.

- ACTION ITEM: TASK ORDER 01 EXECUTION-

Task Order 01 cannot be signed until Master Service Agreement is signed. Tim explained to council they will be proposing a \$15,000 Task Order to meet with regulatory agencies, DEQ, and contact Pharmed/T-O Engineers to get items released from them that Idaho City has already paid for. Electrical drawings have not been released to Control Engineers from T-O, even though they have been paid for with DEQ public funds. DEQ is a little discouraged right now and enforcing T-O Engineering to release paperwork/engineering designs.

- IMMEDIATE ENGINEERING NEEDS

- 2 EXISTING PRIORITY PROJECTS

- GROUNDWATER WELL AND TREATMENT PROJECT –

Tim asked about supply capacity of wells. Idaho City is limited on water rights. Supply capacity is 160 gallons per minute. Previous engineering reported it would be 240 gpm and that has been found to be incorrect. Tim suggested talking with Idaho Water Bank, leasing water from them to reach the 240 gpm or even more. This would not be a long-term solution and may not be eligible.

Regarding the wells, Secor well-punched in the 1980's to prove that consumable ground water was available and tried to get the city to use it. It is now capped off. Idaho City went with slow sand filtration instead.

Discussion of plant use and wells. Wells can be dry in 2 days running at 150 gpm. There are and have been limitations on using the wells. Ed came up with some ideas and Tim presented those to optimize the wells for now for high demand use.

Mountain Waterworks is coming up with funding plans that will benefit the community. More discussion about funding sources and amounts due to finish water treatment project. DEQ has \$300,000 in all grant money to be used.

Tim asked about the Reverse Osmosis membranes. TONKA will replace membranes when the RO system is up and running. Ed is talking to TONKA to get them working on issues that have been found. Project needs to get up and running. Tim has concerns about heating the building and being able to use year-round. Possible to put a building up if grant funds can be found and the need can be shown.

The wells are a second water source for the city.

Tim thinks the city should be looking at leasing water rights to bring the capacity up above 200 gpm.

- INFILTRATION GALLERY-SLOW SAND FILTER –

Secor stated Idaho City was told this was a shovel ready project and the former engineers had all winter to work on it. Tim stated there are a lot of challenges that will need to be met. Original horizontal 150'-200' collector with

the filter fabric, did anybody evaluate going in and rehabbing that? Secor stated NO. There is a building over the infiltration galleries. Chlorine contact chamber parallels the galleries. 24" contact pipe. Mountain Waterworks feel that is the best design. Discussion of how that design would be best used. Horizontal design would be cost effective. Existing design Pharmer/T-O did could be used. Estimate was \$200,000. \$150,000 is guaranteed and city would need to come up with balance. \$35,000 in engineering has already been spent for those 2 wells. The Horizontal design could cost less. Tim feels that he can get more if Idaho City is willing to wait. He also asked about USDA Block Grants, City has applied in the past.

Clerk Ptak stated that budget season is coming and City needs to know what to plan for in the upcoming budget. Tim talked about strategic plan being the first Task that Mountain Waterworks wants to do. It involves looking at designs and funding and presenting the city with a plan. Clerk Ptak asked for a list of things that we should have, even if it is older. Tim said they have asked for all the drawings, etc. It looks like the electrical drawings from Pharmer/T-O is only thing Idaho City does not have. Those need to come from T-O. Secor would like to know what has been paid for, what is available; Idaho City was told project is shovel-ready and now it sounds like it wasn't.

- IMMEDIATE PROJECT FUNDING –
  - SECURED FUNDING
  - POTENTIAL FUNDING

ECWAG Grant \$150,000 available for shallow wells. Kristina has been talking to USDA, they indicated they do not have all the information to release the funds. If paperwork is not presented by end of month then funds go back to National office and Idaho City would need to reapply. At this time, ECWAG is saying they do not have all the plans approved from USDA. Discussion on whether Pharmer/T-O design on the intakes and get everything in order so money can be secured before it goes back to national office. The money is there no matter what, but the time is short. Intake design has not been completed by DEQ, reviewed by USDA but not sure if Intake Designs been approved. No electrical or control plans, shallow wells have not designed yet. Tim suggests that Idaho City allow money to go back to USDA National office, have their engineers come out and look at designs, and then reapply for the money. It won't get done this year. Secor asked if Idaho City will be sustainable for the year. Public Works Director stated it can be, it will have to be done as it has in the recent years. Tim is going to lobby USDA to bring more money to the table and get 100% grant funding. Clerk Ptak stated the LGIP account could be used if needed for grant matching or additional funding for completion in the amount of \$80,000 safely. Ed stated that looking at a different design and letting the funds go back and reapplying would be the best way. Secor stated if the work can be done in-house, that would be ideal.

#### NO PUBLIC INPUT

ADJOURNMENT Mayor Canody adjourned meeting at 10:15 am.

ATTEST:

Date approved:

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Nancy L Ptak, City Clerk-Treasurer

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Phillip Canody, 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:	Chief of Police:	Public Works:	511 Main Street
Phillip J Canody	Mark Otter	Tami Franklin	PO Box 130
Council members:	Deputy officers:	Gene Bettys	Idaho City, ID 83631
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David Martin	Eleanor Wolery	Sue Robinson	<a href="mailto:idahocitypublicworks@gmail.com">idahocitypublicworks@gmail.com</a>



Sue Robinson <4cityfolk@gmail.com>

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## Fwd: ICHF on the agenda for the City Council Meeting Wednesday June 24

2 messages

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Nancy L Ptak <idahocityclerk@gmail.com>  
To: Sue Robinson <4cityfolk@gmail.com>

Wed, Jun 17, 2020 at 2:10 PM

Can you print this for my agenda

----- Forwarded message -----

From: Beth Wilson <president@idahocityhf.org>  
Date: Wed, Jun 17, 2020, 12:51 PM  
Subject: ICHF on the agenda for the City Council Meeting Wednesday June 24  
To: City of Idaho City, Nancy <idahocityclerk@gmail.com>

Hi Nancy.

Just wanted to confirm or ask that I be on the agenda to get the 4th of July checklist oked and request help paying for the porta potty for the season near the territorial prison. Thanks.

Hope you got some vacation?

Beth

yes we can ☺

---

Nancy L Ptak <idahocityclerk@gmail.com>  
To: Sue Robinson <4cityfolk@gmail.com>

Thu, Jun 18, 2020 at 10:12 AM

Please print this out for me. Thank you

----- Forwarded message -----

From: Beth Wilson <president@idahocityhf.org>  
Date: Thu, Jun 18, 2020, 9:59 AM  
Subject: Re: ICHF on the agenda for the City Council Meeting Wednesday June 24  
To: Nancy L Ptak <idahocityclerk@gmail.com>

Thanks Nancy. I am attaching the ICHF 4th of July in the Park checklist. Beer and CDH permits coming soon. Let me know if you need anything else. Beth

On June 17, 2020 at 2:09 PM Nancy L Ptak <idahocityclerk@gmail.com> wrote:

Got it 👍

[Quoted text hidden]

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 ICHFJuly4Checklist\_2020.pdf  
5109K



City of Idaho City



## IDAHO CITY EVENT CHECKLIST

EVENT SPONSOR: Jack Pine Round Up Committee

DATE(S): July 16<sup>th</sup> to July 19<sup>th</sup>

EVENT NAME: 1<sup>st</sup> Annual Jack Pine Round Up

PERSON IN CHARGE: Dan Meyer

ADDRESS: PO Box 188 , Idaho City, ID 83631

PHONE: Daytime [REDACTED] Evenings

### 1. PARK POLICY

THE EVENT SPONSOR HAS READ THE IDAHO CITY PARK POLICY AND AGREES TO COMPLY AND TO SEE THAT EVENT PARTICIPANTS COMPLY WITH THE BEST OF THEIR ABILITIES.

INITIAL HERE Dan

### 2. EVENT DESCRIPTION

BRIEFLY DESCRIBE WHAT YOUR EVENT ENCOMPASSES:

A 2 day Rodeo at the rodeo grounds with a day set aside for setup and a day for breakdown and cleanup. Rodeo is scheduled for July 17<sup>th</sup> and 18<sup>th</sup> . Setup is scheduled for the 16<sup>th</sup> and breakdown for the 19<sup>th</sup>.

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### 3. SITE PLAN

ATTACH A SITE PLAN SHOWING THE EXACT LOCATION OF ALL THE DIFFERENT FUNCTIONS OR YOUR EVENT (I.E. SHOW PERFORMANCE SPACES; VENDOR AREAS; EMERGENCY SERVICES; TRASH RECEPTACLES; PORTA POTTIES; PROPOSED PARKING USES, ETC.)

### 4. EVENT HOURS

WHAT ARE THE DAILY HOURS OF OPERATION FOR YOUR EVENT?

Rodeo hours are as follows : July 17<sup>th</sup> 5 PM till 10PM, July 18<sup>th</sup> 8AM until 12:00 PM and 5PM until 10PM  
Set up will be July 16<sup>th</sup> from 12 PM until dusk and breakdown and cleanup July 19<sup>th</sup> from 8AM until 3PM

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### 5. GENERATORS OR AMPLIFIED SOUND SYSTEMS

ARE YOU PROPOSING TO USE ELECTRICAL GENERATORS OR AMPLIFIED SOUND SYSTEMS?  
YES ☒ NO ☐

IF SO, PLEASE SHOW THEIR LOCATIONS ON YOUR SITE PLAN AND DESCRIBE IN THE SPACE PROVIDED BELOW WHAT THEY WILL BE USED FOR AND WHAT PRECAUTIONS YOU ARE TAKING TO SEE THAT THEY ARE USED PROPERLY AND SAFELY During the rodeo the announcer will have amplified music and voice. He has control over the system and is very knowledgeable of its use. We will

have 3 portable light towers in use Friday and Saturday night. They will be set up by the company we are renting them from and will also be operated by them . \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**\*\*\*ITEMS 6, 7 AND 8 MUST BE PREAPPROVED BY THE CITY CHIEF OF POLICE AND INITIALED PRIOR TO SUBMITTAL TO THE CITY CLERK FOR COUNCIL REVIEW. \*\*\***

A FEE FOR COUNCIL APPROVED EVENTS WILL BE SET AT \$30.00 AN HOUR PER OFFICER TO COVER ADDITIONAL COVERAGE OF LAW ENFORCEMENT IF DEEMED NECESSARY. THE NUMBER OF HOURS FOR EVENTS WILL BE DETERMINED BY THE IDAHO CITY CHIEF OF POLICE.

**6. \*\*\*DESCRIBE BELOW YOUR SECURITY PLAN AND YOUR EMERGENCY SERVICES PLAN FOR THE EVENT:**

Rodeo personnel will be on the grounds at all times. We will have parking attendants directing parking. An ambulance will be on the grounds during the rodeo performances along with St Lukes Sports Medicine to attend to any emergency.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CITY CIEF OF POLICE INITIAL HERE \_\_\_\_\_

**7. \*\*\*DESCRIBE BELOW YOUR TRAFFIC CONTROL/PARKING PLAN:**

We are using the same plan as the Gold Dust Rodeo events. Contestants parking will be in the big parking lot east of the rodeo arena, Public parking will be below the rodeo grounds and across the highway in the ball field parking lot.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

**8. \*\*\*CONSUMPTION OR POSSESSION OF ALCOHOL**

WILL ALCOHOL BE CONSUMED OR POSSESSED AT THE EVENT?    ☒ YES        NO

IF SO, IF MORE THAN A KEG OR THREE (3) CASES ARE POSSESSED BUT NOT OFFERED FOR SALE, A PERMIT MUST BE SECURED FROM THE CITY.

WILL THE ALCOHOL BE OFFERED FOR SALE?    ☒ YES        NO

IF YES, PROPER PERMITS MUST BE SECURED FROM THE STATE OF IDAHO AND THE CITY OF IDAHO CITY AND A DESIGNATED AREA FOR SALE AND CONSUMPTION IS REQUIRED. SHOW THE LOCATION OF THIS DESIGNATED AREA ON YOUR SITE PLAN.

CITY CHIEF OF POLICE INITIAL HERE \_\_\_\_\_

**9. PROOF OF INSURANCE**

ATTACH A COPY OF THE FORM SHOWING THE CITY OF IDAHO CITY AS CO-INSURED IN THE AMOUNT OF \$1,000,000.

**10. VENDOR PERMITS**

THE EVENT SPONSOR IS AWARE THAT ANY VENDOR WITHIN THEIR EVENT MUST HAVE A VENDOR'S PERMIT FROM THE CITY PRIOR TO CONDUCTING BUSINESS AND TAKES FULL RESPONSIBILITY HEREIN TO SEE THAT COMPLIANCE IS MET.

INITIAL HERE *DM*

**11. FOOD CONCESSIONS**

WILL YOU OR ANY OF YOUR VENDORS BE SERVING, SELLING, OR GIVING AWAY FOOD?   X  
YES       NO

IF SO, THE PROPER PERMITS FROM THE CENTRAL DISTRICT HEALTH DEPARTMENT MUST BE SECURED.

**PARKS AND RECREATION FEE SCHEDULE**

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR CITY RECREATION FACILITIES AS FOLLOWS:

1. COMMERCIAL OR DEDICATED USE OF ANY CITY RECREATIONAL FACILITIES SHALL BE 5% OF GROSS PROCEEDS OR A MINIMUM CHARGE OF \$75.00 PER DAY PLUS 6% USE TAX.

THE FOLLOWING SECURITY DEPOSIT IS REQUIRED, REFUNDABLE IF RENTAL REQUIREMENTS ARE COMPLETED:

50 TO 99 PEOPLE \$50.00, 100 TO 249 PEOPLE \$100.00, 250 PEOPLE OR MORE \$300.00

EXCEPTIONS MAY BE SET BY THE CITY COUNCIL BASED ON RECOMMENDATION FROM THE IDAHO CITY PARKS AND RECREATION COMMISSION.

**VEDORS FEES**

1. VENDORS LICENSE DAILY FEE \$15.00.
2. VENDORS LICENSE DAILY FEES (NONPROFIT ORG.) \$7.00.
3. VENDORS LICENSE YEARLY FEE (NON-REFUNDABLE) \$50.00.
4. CARNIVAL OR PUBLIC ENTERTAINMENT WITH LESS THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE \$200.00.
5. CARNIVAL OR PUBLIC ENTERTAINMENT WITH MORE THAN 10 CONCESSIONS, RIDES, OR SIDESHOWS, DAILY FEE SHALL BE \$20.00 PER CONCESSION, RIDE OR SIDESHOW.

AN ADDITIONAL EVENT LICENSE FEE MAY BE REQUIRED FOR CARNIVALS, PUBLIC ENTERTAINMENT, OR SPONSORED EVENTS IN AN AMOUNT APPROVED BY THE CITY COUNCIL AS MEETING THE CITY'S EXPENSES RELATED TO THE ACTIVITY, INCLUDING BUT NOT LIMITED TO THE PROVISION OF PUBLIC WORKS AND POLICE.

A PERMITTEE FOR A CARNIVAL, PUBLIC ENTERTAINMENT, OR SPONSORED EVENT SHALL ESTABLISH FINANCIAL RESPONSIBILITY IN THE FORM OF AN INSURANCE POLICY ISSUED JOINTLY TO THE OWNER AND THE CITY OF IDAHO CITY IN THE MINIMUM AMOUNT OF ONE MILLION DOLLARS, SINGLE LIMIT.

### COMMUNITY HALL RENTAL FEES

WHEREAS, THE CITY COUNCIL WISHES TO SET USE FEES FOR THE COMMUNITY HALL AS FOLLOWS:

1. NON-PROFIT GROUPS \$40.00 PER DAY PLUS 6% USE TAX
2. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$80.00 FOR 5 OR FEWER HOURS PLUS 6% USE TAX
3. PRIVATE GROUPS AND GOVERNMENT AGENCIES \$150.00 FOR MORE THAN 5 HOURS PLUS 6% USE TAX

A \$50.00 DEPOSIT REQUIRED; REFUNDABLE IF RENTAL AGREEMENT REQUIREMENTS ARE COMPLETED.

THE COUNCIL CAN WAIVE A PORTION OF THE FEE OR SET A MONTHLY USE FEE FOR GROUPS DESIRING TO USE THE HALL ON A SET SCHEDULE FOR A CLASS OR MULTI-DAY EVENT.

### OFFICE USE ONLY:

ALL ATTACHMENTS AND/OR PERMITS AND FEES RECEIVED:

SITE PLAN \_\_\_\_\_

PROOF OF INSURANCE \_\_\_\_\_

ALCOHOL/CATERING PERMITS \_\_\_\_\_

VENDOR'S PERMITS \_\_\_\_\_

DATE EVENT CHECKLIST RECEIVED AND FOUND TO BE COMPLETE: \_\_\_\_\_

APPROVED: \_\_\_\_\_ DENIED: \_\_\_\_\_

### AFTER EVENT COMMENTS:

WAS THE SITE CLEANED UP PROPERLY IN A TIMELY FASHION?      YES      NO

COMMENTS \_\_\_\_\_

DID THE EVENT SPONSOR MEET ALL OF THEIR OBLIGATIONS AND RESPONSIBILITIES?      YES      NO

COMMENTS \_\_\_\_\_

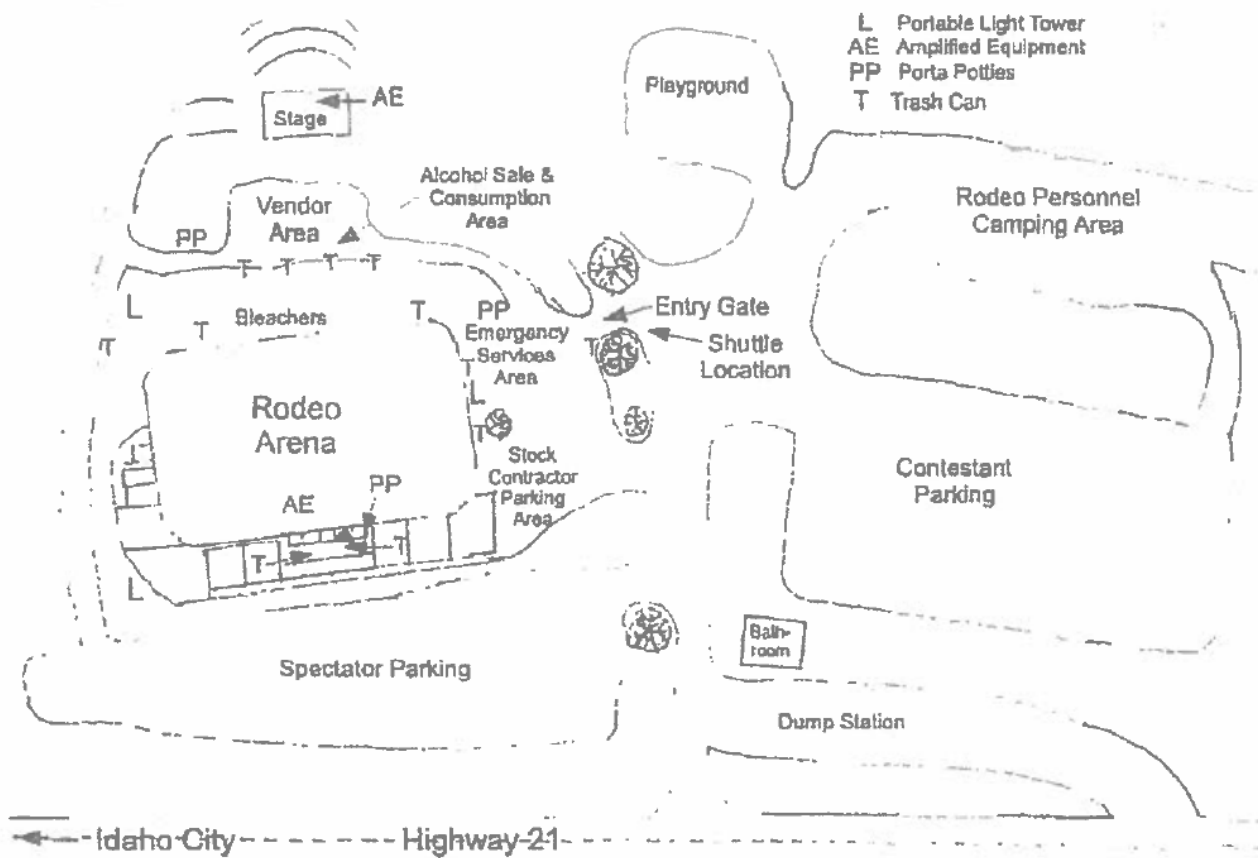
SHOULD THIS PARTY BE ALLOWED TO USE CITY PROPERTY AGAIN?  
COMMENTS \_\_\_\_\_

YES

NO

SIGNED: \_\_\_\_\_

# Site Map



## REQUEST TO APPEAR ON AGENDA

**Today's Date:** June 6th, 2020

**Name:** Steve Twilegar

**Subject:** Because the Jack Pine Round UP runs late into the even I'd like a variance to the city noise ordinance from 11PM to 1 AM.

**Will this be an action item?** YES X NO       

***To ensure that you appear on the agenda, please return this form to City Hall no later than ONE WEEK PRIOR to the meeting you wish to appear.***

**Date of city council meeting you wish to appear on the agenda:**

**Date of ICHC meeting you wish to appear on the agenda:** June 24, 2020

**Date of ICP&Z meeting you wish to appear on the agenda:**

**Date of ICP&R meeting you wish to appear on the agenda:**

**Questions? Please call City Hall at 208-392-4584 or email idahocityclerk@gmail.com or 4cityfolk@gmail.com**

City of Idaho City



PO Box 130  
Idaho City, ID 83631  
Phone (208) 392-4584  
EMAIL: [4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)

### VENDOR PERMIT APPLICATION

APPLICANT NAME: The Gold Mine Grill & Saloon

ADDRESS: 3867 Hwy 21, Idaho City, Idaho 83631

DAYTIME PHONE: 208-600-4040

DESCRIBE THE PRODUCT(S) YOU SELL:  
Food (BBQ Sandwiches, meat plates and sides).

PHYSICAL ADDRESS AND OWNER OF THE PROPERTY WITHIN IDAHO CITY WHERE YOU  
WANT TO SELL YOUR PRODUCT:  
*PLEASE NOTE THAT NO VENDOR CAN LOCATE ON CITY PROPERTY OR RIGHT OF WAYS WITHOUT  
PERMISSION OF THE CITY. YOU MUST ARRANGE TO USE PRIVATE PROPERTY.*

Idaho City Rodeo Grounds

DATE(S) AND HOURS YOU WANT TO CONDUCT BUSINESS:  
8 AM to 10:30 PM, July 17th and 18th

VENDOR FEES ARE: \$15.75 PER DAY, \$7.35 (NON-PROFIT PER DAY) OR \$52.50 PER YEAR (NON-  
REFUNDABLE) PLEASE ATTACH THE PROPER AMOUNT AND RETURN TO CITY HALL.

APPLICANT SIGNATURE: \_\_\_\_\_

June 6th, 2020  
DATE

CK # \_\_\_\_\_

RCPT # \_\_\_\_\_





**APPLICATION FOR CATERING PERMIT**  
**PER CITY ORDINANCE NO. 260 SECTION 14**  
**IN ACCORDANCE WITH IDAHO CODE 23-1007A AND OR 23-1336**  
**AND FOR IDAHO CODE 23-934A**

**APPLICANT'S NAME:** The Gold Mine Grill & Saloon

**APPLICANT'S ADDRESS:** 3867 Hwy 21, Idaho City, Idaho 83631

**PHONE NUMBER:** 208-600-4040

**STATE LIQUOR LICENSE #:** 2636  
**OR ATTACH COPY OF ONE TIME PERMIT FROM DEPT. OF LAW ENFORCEMENT**  
**WHERE APPLICABLE.**

**EVENT BEING CATERED:** The Jack Pine Rodeo

**ORGANIZATION OR GROUP OR PERSONS SPONSORING THE EVENT:**

The Jack Pine Rodeo Board of Directors

**ADDRESS WHERE ALCOHOL IS TO BE SERVED:**

The Idaho City Rodeo Grounds

  
**APPLICANT'S SIGNATURE**

**DATE:** June 6th, 2020

**PLEASE COMPLETE AND RETURN WITH THE \$20.00 PER DAY FILING FEE**  
**TO:**  
**City of Idaho City**  
**P.O. Box 130**  
**Idaho City, ID 83631**

## REQUEST TO APPEAR ON AGENDA

Today's Date: June 10<sup>th</sup> 2020

Name: Dan Meyer, Jackie Bridwe II

Subject: Jack Pine Roundup  
Bulls and Broncos

Will this be an action item? YES ☒ NO ☐

*To ensure that you appear on the agenda, please return this form to City Hall no later than **ONE WEEK PRIOR** to the meeting you wish to appear.*

Date of city council meeting you wish to appear on the agenda:

June 24<sup>th</sup> 2020

Date of ICHC meeting you wish to appear on the agenda:

Date of ICP&Z meeting you wish to appear on the agenda:

Date of ICP&R meeting you wish to appear on the agenda:

Questions? Please call City Hall at 208-392-4584 or email  
[idahocityclerk@gmail.com](mailto:idahocityclerk@gmail.com) or [4cityfolk@gmail.com](mailto:4cityfolk@gmail.com)

## **MASTER AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS AGREEMENT FOR PROFESSIONAL SERVICES** is made this \_\_\_\_ day of June, 2020, and entered into by and between the City of Idaho City, located at 511 Main Street, Idaho City, Idaho 83631, a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as "CITY", and Mountain Waterworks, Inc., 1161 W River Street, Suite 130, Boise, ID 83702, hereinafter referred to as "ENGINEER".

### **INTRODUCTION**

Whereas, the CITY has a need for various professional engineering services to be defined and approved by individual Task Order(s) which will set forth Specific Services, Time of Performance and Payment; and

WHEREAS, the ENGINEER is specially trained, experienced, and licensed in the State of Idaho to perform and has agreed to provide such services; and,

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties agree as follows:

### **TERMS AND CONDITIONS**

#### **1. Scope of Services:**

- 1.1 ENGINEER shall perform and furnish to the CITY upon execution of this Agreement and any associated Task Order(s) and receipt of the CITY'S written notice to proceed, the services as specified in the corresponding Task Order(s) and incorporated herein by this reference, together with any amendments that may be agreed to in writing by the parties.
- 1.2 The ENGINEER shall provide services and work under this Agreement consistent with the requirements and standards established by applicable federal, state, and city laws, ordinances, regulations, and resolutions. The ENGINEER represents and warrants that it will perform its work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and that are in effect at the time of performance of this Agreement. Except for that representation and any representations made or contained in any proposal submitted by the ENGINEER and any reports or opinions prepared or issued as part of the work performed by the ENGINEER under this Agreement, ENGINEER makes no other warranties, either express or implied, as part of this Agreement.

- 1.3 Services and work provide by the ENGINEER at the CITY'S request under this Agreement will be performed in a timely manner in accordance with a scope and schedule of work, which the parties hereto shall agree to. The scope and schedule of work may be revised from time to time upon mutual written consent of the parties.

## **2. Consideration:**

- 2.1 The ENGINEER shall be compensated as defined by corresponding Task Order(s) per the attached "Rate Schedule" identified as Exhibit A to this Agreement and which may be amended once per calendar year. Upon the CITY'S approval, the CITY will issue an amendment stating such changes to be executed in writing by both parties.
- 2.2 The ENGINEER shall provide the CITY with a monthly statement, as services warrant, of fees earned and costs incurred for services provided during the billing period, which the CITY will pay within 30 days of receipt of a correct invoice and approval by the CITY. The CITY will not withhold any Federal or State income taxes or Social Security Tax from any payment made by CITY to ENGINEER under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of ENGINEER.
- 2.3 As expressly provided in this Agreement and corresponding Task Order(s), ENGINEER shall be entitled to receive from the CITY at cost plus 10% of the following expenses which are either requested by the CITY or are project required: plan sheet copies, reproducible copies, equipment rentals, statements, records, reports, data, information, and any direct costs.
- 2.4 ENGINEER shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, paid holidays, or other paid leaves of absence.
- 2.5 Any travel costs required by individual Task Order(s) will be reimbursed at cost, per the federal guidance through General Services Administration (GSA). Any CITY requested travel related/meal reimbursement will be accompanied by itemized receipts.

### **3. Time of Performance:**

- 3.1 This Agreement shall become effective upon execution by both parties and shall automatically renew annually on January 1<sup>st</sup> of each subsequent year unless this Agreement is terminated in writing per **Section 17. Termination.**

### **4. Independent Contractor:**

- 4.1 In all matters pertaining to this Agreement, ENGINEER shall be acting as an independent contractor, and neither ENGINEER nor any officer, employee or agent of ENGINEER will be deemed an employee of CITY. ENGINEER has no authority or responsibility to exercise any rights or power vested in the CITY. The selection and designation of the personnel of the CITY in the performance of this Agreement shall be made by the CITY.
- 4.2 ENGINEER shall determine the method, details, and means of performing the work and services to be provided by ENGINEER under this Agreement. ENGINEER shall be responsible to CITY only for the requirements specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to CITY control with respect to the physical action or activities of ENGINEER in fulfillment of this Agreement.

### **5. Indemnification:**

- 5.1 Indemnification by ENGINEER: To the fullest extent permitted by laws and regulations, ENGINEER shall indemnify and hold harmless CITY, and CITY'S officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Task Order(s), provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of ENGINEER or ENGINEER'S officers, directors, members, partners, agents, employees, or consultants.

**5.2 Indemnification by CITY:** To the fullest extent permitted by laws and regulations, CITY shall indemnify and hold harmless ENGINEER and its officers, directors, members, partners, agents, employees, and consultants from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Task Order(s), provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of CITY or CITY'S officers, directors, members, partners, agents, employees, consultants, or others retained by or under contract to the CITY with respect to this Agreement or to the Task Order(s).

**6. Insurance:**

**6.1 ENGINEER shall maintain the term of this Agreement, liability insurance in the minimum amounts as follow: General liability one million dollars (\$1,000,000) per incident or occurrence, professional liability/professional errors and omissions one million dollars (\$1,000,000), automobile liability insurance one million dollars (\$1,000,000) per incident or occurrence and workers' compensation Insurance, in the statutory limits as required by law. The CITY shall be named an additional insured on both general liability and automotive policies.**

**6.2 ENGINEER shall provide CITY with a Certificate of Insurance evidencing ENGINEER'S compliance with the requirements of this paragraph and file such proof of insurance with the CITY at least ten (10) days prior to the date ENGINEER begins performance of its obligations under this Agreement. In the event the insurance minimums are changed, ENGINEER shall immediately submit proof of compliance with the changed limits. Evidence of all insurance shall be submitted to the CITY.**

## **7. Notices:**

- 7.1 Any and all notices required to be given by either of the parties hereto, unless otherwise stated in this Agreement, shall be in writing and be deemed communicated when mailed in the United States mail, certified, return receipt requested, addressed as follows:

### **CITY**

City of Idaho City  
511 Main Street  
Idaho City, ID 83616  
208-392-4584

### **ENGINEER**

Mountain Waterworks, Inc.  
PO Box 9906  
Boise, ID 83707  
208-780-3990

- 7.2 Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other in the manner herein provided.

## **8. Dispute Resolution and Attorney Fees:**

- 8.1 CITY and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation by a mutually agreed upon mediator. CITY and ENGINEER agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis and shall be completed within 120 days.
- 8.2 If such mediation is unsuccessful in resolving a dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the dispute resolved by a court of competent jurisdiction.
- 8.3 Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction.
- 8.3.1 This provision shall be deemed to be a separate contract between the parties and shall survive any default, termination, or forfeiture of this Agreement.

**9. Assignment:**

- 9.1 It is expressly agreed and understood by the parties hereto, that ENGINEER shall not have the right to assign, transfer, hypothecate, or sell any of its rights under this Agreement except upon the prior express written consent of CITY.

**10. Discrimination Prohibited:**

- 10.1 In performing the Services required herein, ENGINEER shall not unlawfully discriminate in violation of any federal, state or local law, rule or regulation against any person on the basis of race, color, religion, sex, national origin or ancestry, age, or disability.

**11. Reports and Information:**

- 11.1 At such times and in such forms as the CITY may require, there shall be furnished to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement.
- 11.2 ENGINEER shall maintain all writings, documents, and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of this or Agreement.

**12. Audits and Inspections:**

- 12.1 Within seven (7) days' notice and request from the CITY, there shall be made available to the CITY for examination of ENGINEER'S records with respect to matters covered by this Agreement. ENGINEER shall permit the CITY to audit, examine, and make excerpts or transcripts at CITY's cost from such records, and to make audits of contracts, invoices, materials, payrolls, and other data relating to matters covered by this Agreement at the corporate office of the ENGINEER.



### **13. Documents**

- 13.1 All documents are instruments of service, and ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER) whether the project is completed.
- 13.2 If ENGINEER is required to prepare or furnish Drawings or Specifications under this Agreement, ENGINEER shall deliver to CITY at least one (1) original printed record version of such drawings and specifications, signed and sealed according to applicable laws and regulations.
- 13.3 CITY may make and retain copies of documents for information and reference in connection with the use of the documents on the project. ENGINEER grants CITY a limited license to use the documents on the Project, extensions of the Project, and for related uses of the CITY, subject to receipt by ENGINEER of full payment due and owing for all services relating to preparation of the documents, and subject to the following limitations: (1) CITY acknowledges that such documents are not intended or represented to be suitable for use on the project unless completed by ENGINEER, or for use or reuse by CITY or others on extensions of the project, on any other project, or for any other use or purpose, without written verification or adaptation by ENGINEER; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by ENGINEER, as appropriate for the specific purpose intended, will be at CITY'S sole risk and without liability or legal exposure to engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) CITY shall indemnify and hold harmless ENGINEER and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by ENGINEER; and (4) such limited license to CITY shall not create any rights in third parties.

### **14. Compliance with Laws:**

- 14.1 In performing the scope of services required hereunder, ENGINEER shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

**15. Public Information:**

- 15.1 Pursuant to Idaho Code Section 9-335, information or documents received from the ENGINEER may be open to public inspection and copying unless exempt from disclosure.
- 15.2 Where exemption is necessary, the ENGINEER shall clearly designate individual documents as "exempt" on each page of such documents and shall indicate the basis for such exemption.

**16. Changes:**

- 16.1 The CITY may, from time to time, request changes in the scope of service(s) to be performed hereunder. Such changes, including any increase or decrease in the amount of ENGINEER'S compensation, which are mutually agreed upon by and between the CITY and ENGINEER, shall be incorporated in written amendments to this Agreement.

**17. Termination:**

- 17.1 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, or (b) sale of ENGINEER'S business.
- 17.2 BY CITY: If ENGINEER, its officers, employees, or agents fails to fulfill in a timely and proper manner its obligations under this Agreement, violates any of the covenants, agreements, or stipulations of this Agreement, falsifies any record or document required to be prepared under this Agreement, engages in fraud, dishonesty, or any other act of misconduct in the performance of this contract, or if the City Council determines that termination of this Agreement is in the best interest of CITY, the CITY shall thereupon have the right to terminate this Agreement by giving written notice to ENGINEER of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination.
- 17.3 BY ENGINEER: This Agreement may be terminated at any time by ENGINEER if Owner demands that ENGINEER furnish or perform services contrary to ENGINEER'S responsibilities as a licensed professional, or if the ENGINEER'S services for the Project are delayed or suspended for more than 90 days for reasons beyond ENGINEER'S control, or as the result of the presence at the Site of undisclosed constituents of concern through giving at least thirty (30) days' notice to CITY.

17.4 In the event of any termination of this Agreement, all finished or unfinished documents, data, and reports prepared by ENGINEER under this Agreement shall, at the option of the CITY, become its property, and ENGINEER shall be entitled to receive just and equitable compensation for any work completed to date and any work requested by CITY within the thirty (30) day termination period.

**18. Construction and Severability:**

18.1 If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**19. Advice of Attorney:**

19.1 Each party warrants and represents that in executing this Agreement. It has received independent legal advice from its attorneys or the opportunity to seek such advice.

**20. Entire Agreement:**

20.1 This Agreement contains the entire Agreement of the parties and supersedes all other agreements or understandings, oral or written, whether before the execution hereof or contemporaneous herewith.

**21. Resulting Task Order(s) and Survival:**

21.1 All Task Order(s) resulting from this Master Agreement and executed by both parties during the term of this Master Agreement will be bound to the terms and conditions of the Master Agreement.

**22. Applicable Law:**

22.1 This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the CITY.

**23. Approval Required:**

23.1 This Master Agreement shall not become effective or binding until executed by both parties.

**CITY OF IDAHO CITY**

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

**MOUNTAIN WATERWORKS, INC.**

BY: 

TITLE: Principal

DATED: 06/22/2020



## **TASK ORDER NO. 294-01**

### **AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN**

#### **CITY OF IDAHO CITY (OWNER) AND MOUNTAIN WATERWORKS, INC (ENGINEER)**

This Task Order is made this \_\_\_\_ day of June, 2020 and entered into by and between the City of Idaho City, Idaho a municipal corporation organized under the laws of the State of Idaho, hereinafter referred to as City, and accepted by Mountain Waterworks, Inc., hereinafter referred to as "Engineer" pursuant to the mutual promises, covenant, and conditions contained in the Master Agreement between the above mentioned parties dated \_\_\_\_ June, 2020. The Project Name for this Task Order No. 294-01 is as follows:

#### ***MISCELLANEOUS WATER FACILITY ENGINEERING AND STRATEGIC PLANNING***

### **PROJECT UNDERSTANDING**

The City has initiated two public drinking water system improvement projects: (1) The water treatment, storage, and distribution improvements and (2) The infiltration gallery replacement project. Project (1) was designed by Pharmer Engineering (T-O Engineers) and funded by the IDEQ State Revolving Fund (SRF), and Project (2) was designed by T-O Engineers with anticipated funding through USDA Rural Development Emergency Community Water Assistance Grant (ECWAG). Due to the change in City Engineer from T-O Engineers to Mountain Waterworks in May 2020, the City Engineer will now be responsible for developing solutions to permit, design, and provide construction observation to complete both unfinished projects. In addition, Mountain Waterworks will be required to assist the City in strategic planning associated with the project funding, design, and construction management, required to complete both projects.

It is our understanding that Project (1) has \$63,000 remaining in the SRF funding package that could be utilized for completion of the proposed strategic planning efforts. Further, it is our understanding that Project (2) has \$150,000 allocated *but not secured* grant funding through USDA Rural Development's ECWAG.

### **SCOPE OF WORK**

The Engineer's scope of services, time of completion and compensation shall be as set forth herein. Services shall generally be described as engineering services to study, evaluate, determine, and develop a strategic plan to complete the surface water intake and groundwater treatment projects. The strategic plan will be summarized in a technical memorandum and presented to City, with general focus on project funding, required engineering submittals, and forecasted schedule of completion. No design engineering, cost estimating, or IDEQ engineering submittals are part of this scope of work.

## **TASK 01: MISCELLANEOUS ENGINEERING SERVICES**

### **Task 01A: Review of Previous Engineering Reports, Designs, and Equipment Specifications**

- i. Consultant will review all pertinent engineering reports, water rights, engineering designs, equipment specifications, and contracts relating to the two unfinished drinking water projects as defined above.
- ii. Consultant will develop general strategies for project completion and operation with assistance from City Council.

#### *Deliverables*

- Technical Memorandum summarizing findings and recommendations.

### **Task 01B: Regulatory and Funding Agency Compliance**

- i. Consultant will meet with IDEQ to clearly understand and define previous engineering submittals including facility plans, preliminary engineering reports, design, and construction approvals.
- ii. Consultant will meet with engineering and compliance staff with both IDEQ and USDA Rural Development to discuss project specific details associated with approved designs and the required submittals to complete both unfinished projects.

#### *Deliverables*

- Meeting minutes will be included as part of the Technical Memorandum.

### **Task 01C: Strategic Funding Development**

- iii. Consultant will confer with the existing funding agencies to discuss additional funding requirements to complete both unfinished projects.
- iv. Consultant will identify new, potential funding opportunities to supplement the existing project funding in the event of a shortfall.

#### *Deliverables*

- A summary of funding requirements and opportunities will be provided along with recommendations and included within the Technical Memorandum.

## **ASSUMPTIONS & EXCLUSIONS**

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The following tasks are not included within the scope of work:

- Design engineering
- Project cost estimating
- IDEQ engineering submittals
- Environmental review and/or reporting
- New water right appropriations or transfer applications

## **SCHEDULE OF WORK**

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The following schedule is based on a Notice to Proceed (NTP) from the City upon execution of this Task Order 294\_01. Execution of this Task Order shall be considered the NTP.

<b>SCHEDULE OF WORK</b>			
<b>Task</b>	<b>Description</b>	<b>Completion</b>	<b>Compensation</b>
<b>01</b>	Technical Memorandum	Within 45 Days of NTP	\$15,000
<b>TASK ORDER TOTAL:</b>			<b>\$15,000</b>

## **COMPENSATION**

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The Not-To-Exceed amount to complete all services listed above for this Task Order No. 294-01 is Fifteen thousand dollars (\$15,000). No compensation will be paid over the Not-to-Exceed amount without prior written approval by the City of Idaho City, Idaho in the form of a Change Order. The hourly rates for services and direct expenses are per the Master Services Agreement (by this reference made a part hereof) and will be the basis for any additions and/or deletions in services rendered.

**Mountain**  
**WATERWORKS**

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**CITY OF IDAHO CITY**

**MOUNTAIN WATERWORKS, INC**

BY: \_\_\_\_\_

Mayor, Idaho City, Idaho

BY:  \_\_\_\_\_

Timothy L. Farrell, P.E., Principal  
Mountain Waterworks, Inc.

Dated: \_\_\_\_\_

Dated: 06/22/2020 \_\_\_\_\_





## Standard Hourly Rates Schedule - 2020

### A. Standard Hourly Rates:

1. Standard Hourly Rates are set forth in this Appendix and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

### B. The Standard Hourly Rates:

<b>Billing Class/Description</b>	<b>Hourly Rate</b>
Principal Engineer .....	\$170.00
Senior Project Manager .....	\$150.00
Project Manager.....	\$135.00
Senior Technical Consultant .....	\$125.00
Senior Project Engineer .....	\$120.00
Project Engineer .....	\$110.00
Staff Engineer 2 .....	\$100.00
Staff Engineer 1 .....	\$90.00
CAD Manager .....	\$110.00
Senior Technical Designer .....	\$100.00
Project Administrator .....	\$75.00
Project Designer .....	\$80.00
Financial Consultant .....	\$80.00
Construction Manager.....	\$110.00
Infrastructure Specialist .....	\$110.00
Licensed Utility Operation .....	\$85.00
Administration 2 .....	\$75.00
Administration 1 .....	\$60.00
Bookkeeping .....	\$80.00

## Mountain Waterworks, Inc.

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### C. Reimbursable Expenses Schedule:

1. Current agreements for engineering services stipulate that the Reimbursable Expenses are subject to review and adjustment annually. Reimbursable expenses for services performed on the date of the Agreement are:

Plan Sheet Copies .....	\$0.50 /sq. ft.
Reproducible Black and White Copies (Paper).....	\$0.25 /copy
Reproducible Color Copies (Paper).....	\$0.95 /copy
Equipment Rental .....	Negotiated per Project
Other Direct Costs .....	Cost times 1.10

#### Notes:

- The above hourly rates will be adjusted on an annual basis, effective January 1 of each year.
- Mileage is billed at the current rate approved by the IRS, currently 57.5 cents per mile.
- All sub-consultant fees, laboratory costs, and application fees are billed at cost to projects plus (10%) percent.

## **Mountain Waterworks, Inc.**

### *Terms & Conditions*

**A. FEES AND PAYMENT.**

1. The fee for services will be based on MOUNTAIN WATERWORKS' standard hourly rates (including labor cost, overhead, and profit). Non-salary expenses directly attributable to the project, such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable reproduction costs applicable to the work; and (3) outside services will be charged at actual cost plus ten percent (10%) service charge to cover overhead and administration.
2. Payment shall be due within thirty (30) days after date of monthly invoice describing the work performed and expenses incurred during the preceding month.
3. OWNER agrees that timely payment is a material term of this Agreement and that failure to make timely payment as agreed constitutes a breach hereof. In the event payment for services rendered has not been made within sixty (60) days from the date of invoice, MOUNTAIN WATERWORKS may, after giving seven (7) days written notice to OWNER, and without penalty or liability of any nature, and without waiving any claim against OWNER, suspend all work on all authorized services as set forth herein. Upon receipt of payment in full for services rendered, plus interest charges, MOUNTAIN WATERWORKS will continue with all services not inconsistent with Article C.4 herein. Payment of all compensation due MOUNTAIN WATERWORKS pursuant to this Agreement shall be a condition precedent to OWNER using any of MOUNTAIN WATERWORKS' professional services work products furnished under this Agreement.
4. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of eighteen percent (18%) per annum (but not exceeding the maximum rate allowed by law) will be added to the unpaid balance of each invoice. The interest period shall commence thirty (30) days after date of original invoice, and shall terminate upon date of payment. Payments will be first credited to interest and then to principal. No interest charge will be added during the initial thirty (30) day period following date of invoice.

**B. COMMENCEMENT OF WORK.** The work will be commenced immediately upon receipt of written notice to proceed. If after commencement of work the project is delayed for any reason beyond the control of MOUNTAIN WATERWORKS for more than sixty (60) days, the price and schedule for services under this Agreement are subject to revision. Subsequent modifications shall be in writing and signed by the parties to this Agreement.

**C. MISCELLANEOUS PROVISIONS.**

**1. INSURANCE/INDEMNIFICATION/LIMITATION OF LIABILITY.**

- (a) MOUNTAIN WATERWORKS will maintain statutory limits of insurance coverage for Workers' Compensation and Employer's Liability Insurance as well as Professional Liability, General Liability and Automobile Liability Insurance and will name OWNER as an additional insured on the General Liability and Automobile Liability Insurance policies if specifically requested in writing.
- (b) Allocation of Risk – In recognition of the relative risks and benefits of the Project to both the OWNER and MOUNTAIN WATERWORKS, the risks have been allocated such that the OWNER agrees, to the fullest extent permitted by law, the total liability, in the aggregate, of MOUNTAIN WATERWORKS and MOUNTAIN WATERWORKS' officers, directors, employees, agents, and consultants to OWNER and anyone claiming by, through or under OWNER, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to MOUNTAIN WATERWORKS services, the Project or this Agreement, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, breach of contract or breach of warranty shall not exceed the total compensation received by MOUNTAIN WATERWORKS under this Agreement.
- (c) OWNER hereby understands and agrees that MOUNTAIN WATERWORKS has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at OWNER's premises, or in connection with or related to this project with respect to which MOUNTAIN WATERWORKS has been retained to provide professional engineering services. The compensation to be paid MOUNTAIN WATERWORKS for said professional engineering services is in no way commensurate with, and has not been calculated with reference to,

the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney's fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

- (d) Nothing contained within this Agreement shall be construed or interpreted as requiring MOUNTAIN WATERWORKS to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 USCA, §6901 et seq., as amended, or within any state statute governing the generation, treatment, storage, and disposal of waste. Further, the contents of this Agreement shall not be construed or interpreted as requiring MOUNTAIN WATERWORKS to arrange for the transportation, treatment, or disposal of hazardous substances, as described in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USCA §9601, et seq., as amended.
- (e) Notwithstanding any provisions in this Agreement to the contrary, if this project involves construction, as that term is generally understood, and MOUNTAIN WATERWORKS does not provide engineering services during construction, including but not limited to, on-site monitoring, site visits, shop drawing review, and design clarifications, OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability arising out of the construction.
- (f) MOUNTAIN WATERWORKS shall not be liable for damages arising out of or resulting from the actions or inaction of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of MOUNTAIN WATERWORKS, arising out of or resulting from the same.
- (g) Notwithstanding other terms of this Agreement to the contrary, MOUNTAIN WATERWORKS makes no warranty, whether express or implied, as to the actual capacity, drawdown, and/or temperature of any proposed water well(s), or the quality of ground water, if any, which may be produced by any water well(s) to be drilled and developed pursuant to this Agreement. OWNER understands and agrees that MOUNTAIN WATERWORKS' responsibility under this Agreement is to apply its hydrogeology expertise, and to exercise the usual standard of care in the engineering profession to develop what ground water may reasonably exist, and may be economically feasible to use, beneath the proposed site(s).

## **2. STANDARD OF CARE.**

MOUNTAIN WATERWORKS and its employees, subsidiaries, independent professional associates, sub consultants and subcontractors will exercise that degree of care ordinarily practiced under similar circumstances by design professionals providing similar services. OWNER agrees that services provided will be rendered without any warranty, express or implied. However, in no event shall MOUNTAIN WATERWORKS be liable for any special, indirect, or consequential damages as a result of its performance of the services hereunder.

## **3. DOCUMENTS.**

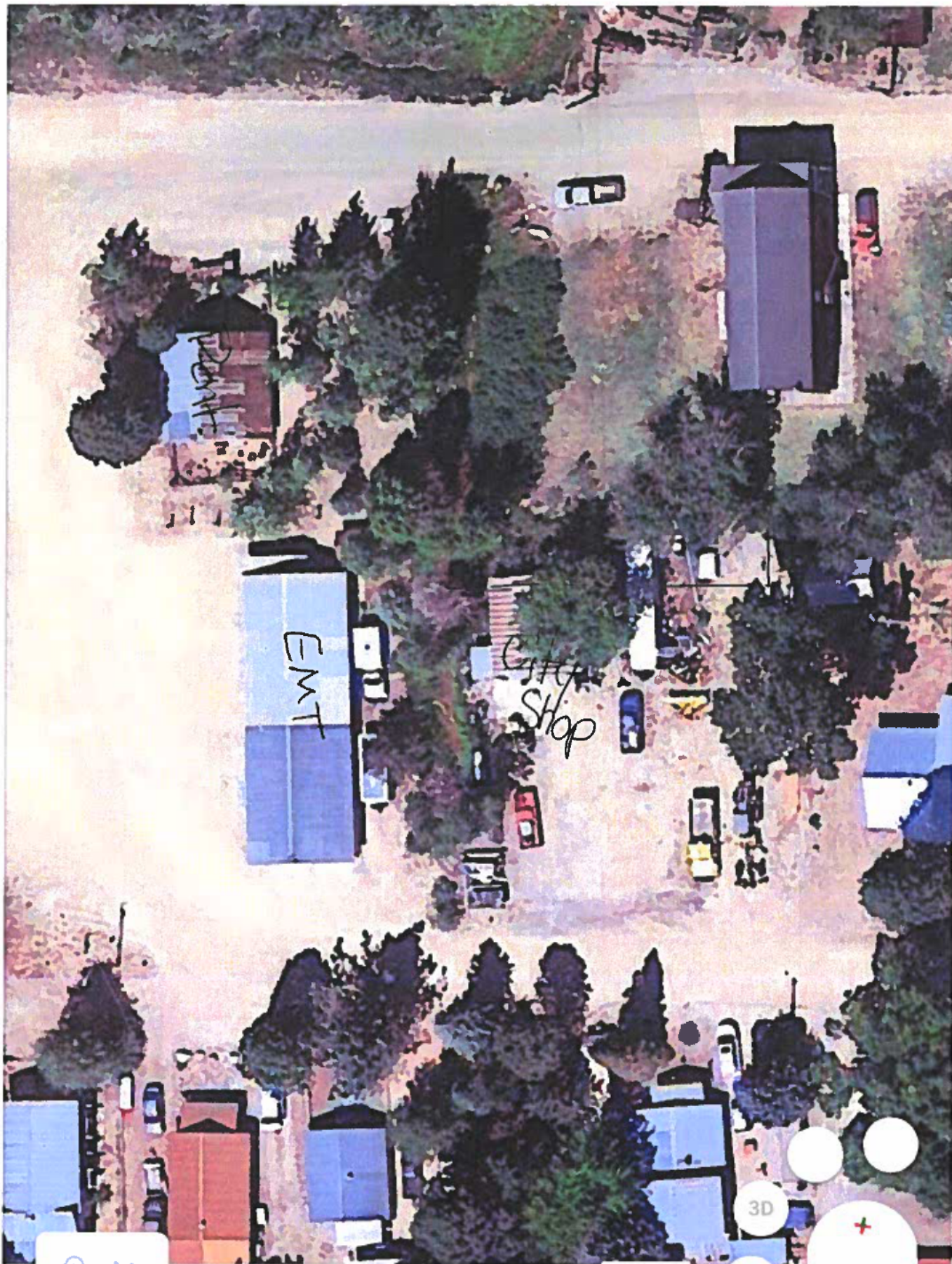
- (a) All tracings, survey notes, and other original documents, as instruments of service, are and shall remain the property of MOUNTAIN WATERWORKS, except where by law or precedent these documents become public property. OWNER agrees to hold harmless, indemnify, and defend MOUNTAIN WATERWORKS, its consultants, agents, and employees against all damages, claims, expenses, and losses arising out of any reuse of the plans and specifications without the written authorization of MOUNTAIN WATERWORKS.

- (b) All computer programs, software, and other like data developed during the course of the project, unless specifically developed for OWNER, are and shall remain the sole property of MOUNTAIN WATERWORKS.
  - (c) MOUNTAIN WATERWORKS' liability to OWNER for any computer programs, software products, or related data furnished hereunder is limited solely to the correction of residual errors, minor maintenance, or update(s) as agreed. MOUNTAIN WATERWORKS makes no warranties of any kind, including any implied warranty of merchantability or of fitness for any particular purpose, or against infringement, with respect to computer programs, software products, related data, technical information, or technical assistance provided by MOUNTAIN WATERWORKS under this Agreement. In no event shall MOUNTAIN WATERWORKS, its officers, agents, or employees be liable under or in connection with this Agreement under any theory of tort, contract, strict liability, negligence, or other legal or equitable theory for incidental or consequential damages relating to any computer programs, software products, or related data furnished hereunder.
  - (d) Environmental Audit/Site Assessment report(s) are prepared for OWNER's sole use. OWNER agrees to defend, indemnify, and hold MOUNTAIN WATERWORKS, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of MOUNTAIN WATERWORKS.
4. **TERMINATION OR ABANDONMENT.** If any portion of the work is terminated or abandoned by OWNER, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on MOUNTAIN WATERWORKS' reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse MOUNTAIN WATERWORKS for termination costs.
  5. **WAIVER.** MOUNTAIN WATERWORKS' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.
  6. **ENTIRE AGREEMENT.** This Agreement, and its attachments, contains the entire understanding between OWNER and MOUNTAIN WATERWORKS relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement.
  7. **SUCCESSORS AND ASSIGNS.** All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.
  8. **CONSTRUCTION ESTIMATES.** Estimates of cost for the facilities considered and designed under this Agreement are prepared by MOUNTAIN WATERWORKS through exercise of its experience and judgment in applying presently available cost data, but it is recognized that MOUNTAIN WATERWORKS has no control over costs of labor and materials, or over the construction contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that MOUNTAIN WATERWORKS cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from MOUNTAIN WATERWORKS' cost estimates.
  9. **INJURY TO WORKERS.** It is understood and agreed that MOUNTAIN WATERWORKS' fee is based on MOUNTAIN WATERWORKS being named as an Additional Insured on construction contractor's insurance policy for Comprehensive General Liability and Builders All Risk Liability, and OWNER agrees to insert into all contracts for construction between OWNER and construction contractor(s) arising out of this design a provision requiring the construction contractor(s) to defend, indemnify, and hold harmless both OWNER and MOUNTAIN WATERWORKS from any and all actions arising out of the construction project, including but not limited to, injury to or death of any worker on the job site, not caused by the sole negligence of OWNER or MOUNTAIN WATERWORKS.
  10. **SITE VISITS.** Visits to the construction site and observations made by MOUNTAIN WATERWORKS as part of services during construction under this Agreement shall not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the obligation to conduct comprehensive monitoring of the work sufficient to ensure conformance with the intent of the Contract Documents, and shall

not make MOUNTAIN WATERWORKS responsible for, nor relieve the construction contractor(s) of the full responsibility for all construction means, methods, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work under the construction contract(s), and for all safety precautions incidental thereto. Such visits by MOUNTAIN WATERWORKS are not to be construed as part of the monitoring duties of the on-site monitoring personnel defined below.

11. **ON-SITE MONITORING.** When MOUNTAIN WATERWORKS provides on-site monitoring personnel as part of services during construction under this Agreement, the on-site monitoring personnel will make reasonable efforts to guard OWNER against defects and deficiencies in the work of the contractor(s), and to help determine if the provisions of the Contract Documents are generally being fulfilled. Their day-to-day monitoring will not, however, cause MOUNTAIN WATERWORKS to be responsible for those duties and responsibilities which belong to the construction contractor(s), including but not limited to, full responsibility for the means, methods, techniques, sequences, and progress of construction, and the safety precautions incidental thereto, and for performing the construction work in accordance with the Contract Documents.
12. **SEVERABILITY.** If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.





100%

Camera: 1,376 m 43°49'40"N 115°50'03"W 1,188 m



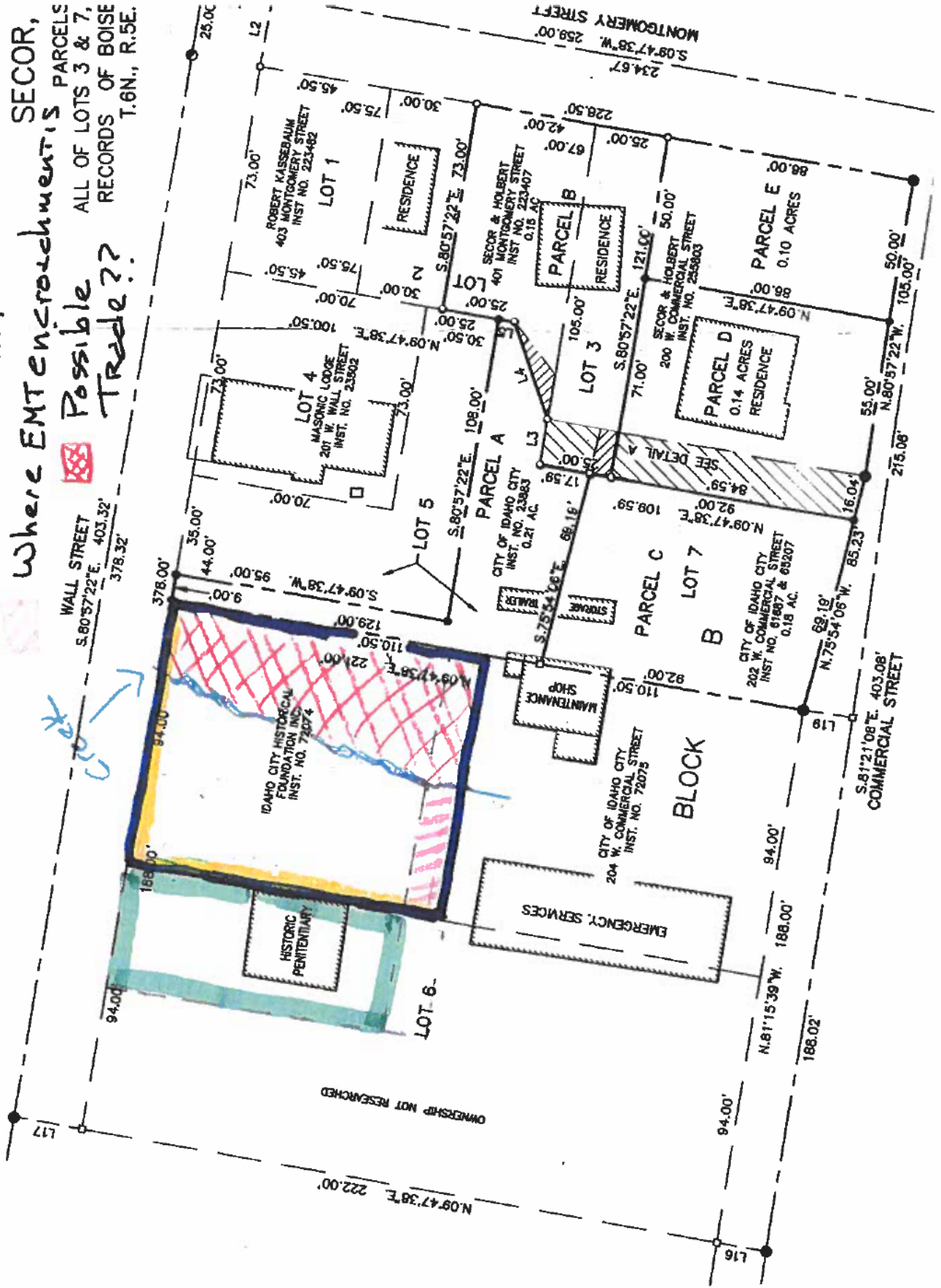


ICHF owns

What we want

Where ENT encroachment is  
Possible  
Trade??

WALL STREET  
S.80°57'22"E 403.32'  
378.32'



B

SECOR,  
ALL OF LOTS 3 & 7,  
RECORDS OF BOISE  
T.6N., R.5E.

OWNERSHIP NOT RESEARCHED



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**RE: Idaho City Historical Foundation Territorial Prison options**

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**Beth Wilson** <president@idahocityhf.org>

Wed, Jun 24, 2020 at 11:42 AM

Reply-To: Beth Wilson &lt;president@idahocityhf.org&gt;

To: Richard Linville [REDACTED]

Cc: PHILLIP J CANODY &lt;pcanody@aol.com&gt;, Nancy L Ptak &lt;idahocityclerk@gmail.com&gt;

Hi all. I wanted to let you know that tonight I want to ask the City if you will consider going through the land exchange process with the Foundation. I'm attaching a sketch of what we'd like to propose. I've asked Colleen Marks to let me know if they are similar in size. We'd like to avoid leases if we can handle the situation once and for all with an exchange.

Of course if the City doesn't like that idea we will pursue dual leases with a lease for the land under the prison and a lease for the 10' strip where the emt storage shed is.

Thanks.

Beth

On June 18, 2020 at 10:12 AM Richard Linville [REDACTED] wrote:

[Quoted text hidden]

**TerritorialPrisonCitypossibles.pdf**

2605K



Sue Robinson <4cityfolk@gmail.com>

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## Fwd: Idaho City Historical Foundation Territorial Prison options

1 message

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Nancy L Ptak <idahocityclerk@gmail.com>  
To: Sue Robinson <4cityfolk@gmail.com>

Thu, Jun 18, 2020 at 10:13 AM

Please print this off for me. Thank you

----- Forwarded message -----

From: Richard Linville [REDACTED]

Date: Thu, Jun 18, 2020, 10:12 AM

Subject: RE: Idaho City Historical Foundation Territorial Prison options

To: Beth Wilson <president@idahocityhf.org>

Cc: PHILLIP J CANODY <pcanody@aol.com>, Nancy L Ptak <idahocityclerk@gmail.com>

Beth:

I am copying Mayor Canody and Clerk Ptak with this email.

The Idaho Code provisions that govern the buying, selling and leasing of real property by cities are in Chapter 14, Title 50.

Cities have broad powers to lease real property in the discretion of the city council under Idaho Code 50-1407. In recent years, the Idaho City Council has tried to limit terms of real property leases to five years, which can be renewable. This limitation is intended to maintain leases within the realm of institutional memory. In the past the city has been involved in some very long term leases about which no one living or involved with the city can recall any details or rationale.

It is not complicated for the city to acquire property by deed. Selling or trading property, however, requires compliance with the provisions of Idaho Code 50-1402 and 50-1403. Property being sold by a city must be sold at public auction. Property being traded must be appraised or otherwise valued, and a public hearing on the exchange must be held under Idaho Code 50-1402. All properties subject to the exchange must be surveyed and appraised or valued, and the valuation of the properties being traded is to be equal. Idaho Code 50-1403(2).

The city council has the discretion to accept real property in payment for a long term lease of city property, if they conclude that it is in the best interest of the city to do so. The city can also lease city property for a nominal sum, under circumstances where the property will be put to public use, as is the

case here. There is a specific provision in Idaho Code 50-1409 allowing cities to "set aside" real property for golf courses, ball parks, "and other amusements" with a super-majority vote of the council. This provision would appear to contemplate long-term lease agreements.

If the city council and the Foundation reach an agreement on a lease and a transfer to the city by deed, these transactions can take place simultaneously.

Dick Linville

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**From:** Beth Wilson [mailto:[president@idahocityhf.org](mailto:president@idahocityhf.org)]  
**Sent:** Wednesday, June 17, 2020 12:31 PM  
**To:** Richard Linville [REDACTED]  
**Subject:** Idaho City Historical Foundation Territorial Prison options

Good afternoon Dick.

I have been working with my Board of Directors to resolve the location of the Territorial Prison on City property and the encroachment on Foundation property and they have a few questions. Could you call me or email at your convenience?

The questions are:

What is the longest year span we can have in a lease?

Why is a land swap more complex (ie require appraisals)? Is there a statute that lists the process?

We talked at the Council meeting about the Foundation deeding a 10' strip where the EMT storage shed is. Would it make sense to the City to have that as a lease?

If the City leases the parcel where the Territorial Prison is located to the Foundation, could a deed for the 10' strip from the Foundation be accepted as payment on a long term lease?

If a lease from the City and a deed from the Foundation is the final agreement, the Board would like for the transactions to take place at the same time. Is that a reasonable request?

Thanks Dick. Call me at [REDACTED] or email me when you can.

Beth Wilson



Sue Robinson <4cityfolk@gmail.com>

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## Fwd: Boise County

1 message

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**Nancy L Ptak** <idahocityclerk@gmail.com>  
To: Sue Robinson <4cityfolk@gmail.com>

Tue, Jun 16, 2020 at 8:03 PM

can you print this off please so I can put it on the agenda basically this is just kind of a reminder and something to put in their packet thank you

----- Forwarded message -----

From: **Mary T. Prisco** <[REDACTED]>  
Date: Tue, Jun 16, 2020, 2:21 PM  
Subject: Boise County  
To: idahocityclerk@gmail.com <idahocityclerk@gmail.com>  
Cc: Kristi Coffelt <[REDACTED]>, Mary T. Prisco <[REDACTED]>, Alan Ward <[REDACTED]>, Roger Jackson <[REDACTED]>, Ryan Stirm <[REDACTED]>

Hi Nancy,

Our Board has asked me to contact you and request that the City of Idaho City Council reconsider the decision made at their last meeting, regarding a land swap with Boise County. Apparently there were only three council members present at the last meeting where it was voted upon. We are asking to be placed on the next agenda where all four members will be present.

Please let me and Kristi know the date of that meeting (if the reconsideration is granted) so that we can prepare an agenda for our Board – in the case that two commissioners attend.

Thank you for your help on this,

Mary T. Prisco, CPA

Boise County, Clerk of the District Court

P.O. Box 1300

Idaho City, ID 83631

[REDACTED] ph

(208) 392-4473 fax

[REDACTED]