

NOTUS CITY COUNCIL MEETING MINUTES

Special Session: **Monday, July 8, 2019**

@ 7:00PM at Notus City Hall

1. Meeting Called to Order

Meeting was called to order at 7:03 pm by Mayor, David Porterfield.

2. Roll Call

Roll call was taken with the following results: Councilwomen Michelle DeGiorgio and Bonnie Emly, present. Councilman, Clint Berends, present. Mayor, David Porterfield, City Attorney, Todd Lakey, and City Engineer, Stuart Hurley all present.

3. Pledge of Allegiance

4. Public Concerns, Comments

Margret Cooper of 540 Elgin Ave signed in to speak and was recognized by the Mayor. She stated that on July 3rd the fence was put back up on her property. She told them to cement in the poles, like the old ones were. They used the old fence that they have run over, creased and stretched out and didn't put all the caps back on the posts. This is not acceptable at all. The driveway also needs to be redone. The fence is a disgrace. The backside by Black Canyon Irrigation is all new fence, why isn't hers new since it was requested to be brand new and replaced as new. She shared her camera with pictures with Council. Council reviews pictures, talking, while Mrs. Cooper continues, stating the pictures are dark but she will get the printed. Councilwoman DeGiorgio commented "sue, sue, sue" loudly, as she leaves her seat and walks over to City Attorney, Todd Lakey to show him the pictures and have a private conversation with him, while the meeting continues. City Engineer commented to Mrs. Cooper that he has not seen the replaced fence and will visit the site with the contractor. Mrs. Cooper asked that she be called when they will be there.

5. Consent Agenda, ACTION ITEMS

5.1 Disbursement List

Berends motioned to pay the disbursements as presented. Emly seconded. Mayor stops discussion to ask Councilwomen DeGiorgio if she wishes a recess (since her conversation with City Attorney is disrupting the meeting in progress). DeGiorgio does not respond and continues talking to Attorney. Mayor states motion to pay the disbursements and a second, asks if there are any questions on that. Councilwomen Emly comments that "Michelle might". DeGiorgio returns to her seat. DeGiorgio questions maintenance repair item for Silver Creek Supply for irrigation (sprinkler heads, \$143.00) and South Fork Hardware (duplicate keys made, \$5.18) on the list. Mayor replies to her questions. Roll call was taken with the following results: Berends; yes, Emly; yes, DeGiorgio; yes. Motion passed.

5.2 Council Meeting Minutes

DeGiorgio commented on 10.3 a correction on second paragraph, change \$500 to \$6000 per year. Berends motioned to approve meeting minutes from June 17, 2019 with correction. DeGiorgio seconded. Roll call was taken with the following results: Berends; yes, DeGiorgio; yes, Emly; yes. Motion passed.

5.3 Committee Meeting Minutes: Library, Community Events

NONE

6. Community Relations

6.1 VRT Liaison

NONE

6.2 COMPASS - RTAC

NONE

6.3 Notus School District

NONE

7. Professional's Reports

7.1 Wastewater

NONE

7.2 City Engineer, Mountain Water Works

Stuart stated the sewer pipeline and manholes are installed except at Conway Gulch. The pipe there has no casing and so it can't be pipe burst because it would allow gulch water to enter the area around sewer pipe. Stuart suggested that the pipe in that area be taken out of the project and then in the fall, when the irrigation water flow is at its lowest, it can be replaced. Crews are working on surface restoration now.

8. Business: ACTION ITEMS

8.1 Budget Review

Marie supplied Council with budget worksheets for General fund, sewer, streets, and water for review. DeGiorgio asks about reports from software that will do a cost breakdown of the city maintenance cost and hour's employees spend doing this work. Marie comments that it can do it but is very time consuming to do.

DeGiorgio stated that she has people come to her for answers, that have come to Marie and don't like the answer they got.

Marie asks "who, when?"

DeGiorgio stated, "I don't know, you would know better than I do".

Marie commented "yes, and I don't remember a single person coming in and asking those types of questions."

DeGiorgio questions who is doing equipment maintenance. Mayor comments that some is taken out to others and some minor stuff is done in house.

Mayor commented that this budget does include a line item for the new proposed \$500.00 per month for the library rent.

8.2 Library Housing Options

Councilwomen DeGiorgio invitee Kevin Thomlinson from the State Library Advisory Board is welcomed by her. She states that the cost for staying in the library building is questionable. She has found a modular office building at the Idaho Surplus for \$4,988 that can be moved from Yakima. But since the application (on agenda at 8.6 for approval) has not been signed and sent in, that may not be available. She has also contacted Stor-Mor-Sheds to see what separate buildings for Library, community Center and SCADA building would cost. They haven't got back to her yet. She suggests that we find another place for the Community Center and Library. She believes being under the thumb of the investor is not in the best interest of the City. Resident, Tom Krasowski asked why the Library Board was not brought into this discussion. Councilman Berends stated that they attended a previous meeting and recommended that the City agree to lease the building. He commented that the lease is only for one year and that will give us time to figure something else out. Resident Jack King asks Mr. Thomlinson if he has a better permanent solution for the Library. Mr. Thomlinson reviews public finance options for purchasing. He also stated that the library board is an entity of its own but when it comes to any purchases or item disposal, the City Council makes the final decision. He comments that the City of Homedale has been applying for grants for a few years and is just now well on its way to pay for a new building. Grant writing is very time consuming. City of Carey is a very small community with a library that is doing well. Look at creative alternatives for funding. The modular office is a good

alternative. He hands out a Financial Tool power point from Zions Bank for review. The Laura Moore Cunningham Foundation is another funding source. To become a Library District there is a minimum revenue and population requirement. A District is separate from a City or County Library and must be voted on at an election. Mayor comments that this subject will remain open and we will move on to 8.3 since they all pertain to each other.

8.3 Whitmire Building Lease

Mayor asked Council if they had reviewed the lease draft. They had. Mayor reviews draft with Council.

#2 reflects a \$500 per month rent plus 50% of the prior second month gross rental income from the Community Center. Kinds of activities excluded from rent are identified. Planned events will be charged at an hourly rate or daily rental fee.

#3 Commercial events are to go through the owner and he will set those fee's. DeGiorgio asked about the 50%. Do we get that? What about the liability insurance for those events set by the owner? What does ICRMP think? She states she has talked with Jim McNall from ICRMP.

City Clerk, Loretta stated that was not necessary since she did as DeGiorgio requested last meeting, obtaining a "in writing" response from City Insurance policy agent. She reads from that response. "The Idaho Constitution prohibits a public entity from adding on a private entity as an "additional Insured". Therefore, we don't issue those certificates. When we are in a situation where there is no alternative we have issued them, and said something to the effect of 'you are an additional insured to the extent the law allows'. This wording, in essence, negates the additional insured wording."

Resident Phil Ryan asked what about a "craft event" put on by others? Is that community or commercial?

City Attorney, Todd comments that this seems to be too cumbersome for the City. It makes more sense for the owner to set base fee's and let the City be in charge of the calendar and collection of fees.

#4 ok

#5 Mayor comments that Todd's wording (underlined) is a better fit for City interests.

'Landlord shall be responsible to keep the exterior wall, window frames and the roof of the leased premises in good repair. Tenant shall be responsible for all other ordinary maintenance, repairs and upkeep as are necessary to and preserve and maintain the Leased Premises in substantially the same condition that exists at the commencement of the term of this Lease Agreement, less ordinary wear and tear and excluding any latent and patent defects. This includes all equipment, fixtures, flooring, water, sewer, furnishings, electrical, lighting, plumbing, HVAC, doors, windows, interior paint, cabinets, counter tops, kitchen and bathroom improvements located within the exterior walls of Leased Premises and which Landlord warrants are all useable and in good working order and condition. Outside of ordinary repair and maintenance of the foregoing, which is the responsibility of Tenant, Landlord shall be responsible for the needed replacement of all equipment, fixtures, flooring, water, sewer, furnishings, electrical, lighting, plumbing, HVAC, doors, windows, interior paint, cabinets, countertops, kitchen and bathroom improvements. Tenant shall use the building in a safe manner and make reasonable efforts to ensure that it is secure. This includes regularly checking the functionality of smoke alarms, emergency exit signs and emergency exit doors. If any of these items need to be replaced Tenant shall notify Landlord who will promptly replace the non-functioning item. Tenant is responsible for the cost of repairing any damage or replacing any equipment or other items damaged by Tenant or their invitees.

#6 Todd comments this is reasonable but that the City should have a property list of equipment that the City owns. Tables, Chairs, microwave, etc.....

Clerk asks for a short recess for Councilman Berends at 8:55 pm.

Meeting resumes at 8:59 pm with the return of Councilman Berends.

Treasurer, Marie asked about the lease term dates (from first page, paragraph three). Should be "ending on the 30th day of September 2019 instead of 2020 (to coincide with the City's fiscal year) and will be automatically renewed for one year periods (October 1 through September 30) thereafter..... City Attorney, Todd agrees either that or include a non-appropriations clause.

#7 and #8 OK

#9 Todd comments that this sounds like if kids outside are playing with matches and sets a fire that the City would be responsible to rebuild the entire building. (apartments, Post Office, Library and Com Center) Council agrees to use Todd's wording (underlined). In the event of a total destruction of the Premises by fire or other casualty, this Lease Agreement shall automatically terminate. "Total" destruction shall be that destruction in whole or in part that cannot be reasonably repaired in less than sixty (60) days from the event of casualty, which repair then provides the Tenant the opportunity to conduct its business in the same fashion as existed before the casualty. All insurance proceeds from a casualty shall be divided between Landlord and Tenant according to their respective interests. If the Premises are damaged by fire or other causality, and the damages to be repaired, and this lease shall remain in full force and effect, except that Tenants obligation to pay rent or any other charges due under this Lease shall abate until Tenant is able to operate the Premises as prior to such casualty or damage.

#10 City Clerk, Loretta stated that the Insurance agent said that this clause needs to be omitted entirely. It is against Idaho Law. City Attorney, Todd comments that he thinks there is a way to accomplish this and he will work with ICRMP for the correct wording.

#11. "naming Landlord as additional insured" is against Idaho Law, as previously mentioned.

#12 through #21 are OK with a few spelling errors to be corrected.

Mayor stated that Mr. Watson (the prospective Landlord) said that if the City would present him with a marketing plan to increase rentals in writing he would be willing to share the cost of a HVAC 50/50. This would be an addendum to the Lease.

City Clerk calls for a short recess for Councilman Berends at 9:40pm.

Meeting resumes at 9:42 pm with the return of Councilman Berends.

DeGiorgio comments that she feels like this is throwing money away.

Berends agrees with the upkeep and maintenance of the building stating it is only for one year.

Mayor comments that Mr. Watson said "he strongly recommends the City accepts this lease draft or they will have to vacate."

DeGiorgio stated that she feels someone is holding her feet over the fire and she is not going to do this as she picks up her papers and walks out of the meeting against the urging from the Mayor and City Clerk to remain and finish this (discussion and remaining agenda items).

Since Councilwomen DeGiorgio left, meeting is closed at 9:45 pm for lack of Council quorum. No further discussions or decisions can be made.

- 8.4 Community Center Rental Fee's
- 8.5 Well House Building, Site Prep
- 8.6 Federal Surplus Membership
- 9. Mayor & Council Comment
- 10. Adjournment

Respectively submitted by Loretta Vollmer, City Clerk _____

David Porterfield, Mayor _____