



City Council Regular Meeting & Public Hearing Agenda

Monday, October 23, 2023 at 6:30 PM

City Council Chambers, 401 Virginia Street, New Meadows, ID 83654

PUBLIC NOTICE: THIS MEETING IS RECORDED AND PLACED IN AN ONLINE FORMAT. PERSONS MAY BE ABLE TO EITHER VIEW OR LISTEN TO VIDEO / AUDIO OF THIS MEETING UNTIL WHICH TIME THE RECORDING IS DESTROYED UNDER THE CITY'S RECORD RETENTION POLICY.

PARTICIPATE VIA ZOOM

Direct Link: <https://us06web.zoom.us/j/86843140744?pwd=j9DI6k8v29Z8EtfqIQlo2kHGopAYv1.1>

Call in: 253-215-8782

Meeting ID: 868 4314 0744

Password: 400758

ROLL CALL / PLEDGE OF ALLEGIANCE

PUBLIC INPUT

(The Public is invited to speak to any item NOT already on the agenda. Items regarding Personnel or Elected Officials should be discussed with the Mayor. The Mayor or Presiding Officer may limit the amount of time). The public may be called upon to speak on any item on the agenda.

REPORTS

1. Mayor's Report

DISCUSSION ITEMS

2. Short Term RV Use Permit Application

PUBLIC HEARING

3. Public Hearing- Crossroads Lots 4-6- Design Review
4. Public Hearing- 309 S. Heigho - Design Review
5. Public Hearing- 309 S. Heigho - Conditional Use Permit

ACTION ITEMS

6. Design Review- Crossroads Lots 4-6
7. Design Review- 309 S. Heigho
8. Conditional Use Permit- 309 S. Heigho
9. Lot Line Adjustment- 309 S. Heigho
10. Brown's Mountain Recycling CUP Determination
11. Back-up Operator Contract- Warren Drake
12. Secondary Employment Agreement- Brianna Hoxie
13. Ordinance 397-2023 Bond Ordinance
14. Ordinance TBD- 2023 Zoning Amendment - Tiny Homes
15. Ordinance TBD- 2023 Yard Amendment
16. Torch Towing Heaters
17. Displacement RV Use Permit- Brown
18. Surplus Property Declaration & Bid

CONSENT AGENDA

19. Paid & Pending Claims Approval List
20. September 25th & Oct 10th 2023 Meeting Minutes

**FUTURE MEETING TOPICS
ADJOURNMENT**

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

City of New Meadows Mission Statement:

“To provide citizens with a safe and clean community as we develop a vibrant, diverse economy together. Through coordinated and collaborative planning, we will utilize proactive means to provide effective, safe and fiscally responsible municipal programs and services while building and maintaining infrastructure of adequate capacity to accommodate present and future needs. With the overall health of each resident in mind, we will maintain an open and honest government as we plan for the future while preserving, protecting and enhancing our legacy.”

October 23, 2023

Great news!

Both Ivan and Hunter have passed their CDL course and test! We now have 3 CDL licensed operators on the City's team. I met with Jessie to go over snow removal and she is ready for whatever snow is coming our way this year.

I have requested that the Dorsey Warr memorial rock in the City Park be removed for the winter due to the amount of concrete damage that has occurred over time on the pedestal it sits on. We will put in a new pedestal with a different aggregate in the spring so it will be a more permanent holder for the memorial.

Our Transportation Plan was finally finished and will need to be approved by the City Council at the next City Council meeting. A copy will be sent out for your review so you have plenty of time to look at it. This was made possible with a grant from LHTAC and has been in the works since before 2020. This is another great planning tool.

I met with DEQ representatives, Kirk Kundrick and Andrew Kimmel, who has been helping us with the seepage issue in one of the lagoons over the past few years. We discussed the recent seepage test failure and I proposed looking at the bigger wastewater picture by doing a facility plan. Our current plan is 10 years old and with all the development going on in our area, aging infrastructure and other pertinent issues, it seems like it is time to go after the grant funding needed to do a facility plan. DEQ was pleased with our response and we will be submitting a grant proposal for the plan in January of 2024.

I have been visiting with several local businesses about getting a Chamber of Commerce started. There has been a lot of interest so I am going to schedule an initial meeting to see who wants to be involved. I think a Chamber of Commerce (which is completely separate from the City) would be a great place to have the discussions regarding parking, economic development, signage and other issues that have come up at City Council meeting. I am hoping we will have a good turn out.

We were unable to get both Tim Farrell and Clearwater Financial at the meeting this time, but we are planning to do the water rate review at the first meeting in November. We will be sending out preliminary information before the meeting.

Only two trees needed to be taken down at the park for the lighted sign to be readable. We will look at planting a couple more trees next year on the southeast corner of the park.

"You don't have to see the whole staircase. Just take the first step." Martin Luther King, Jr.

City of New Meadows Short Term RV Use Permit Application

Permit Type: Emergency Transitional Displacement Vacation

Applicant Information:

Property Owner Information:

Applicant Name: _____

Same as applicant

Applicant Mailing Address: _____

Name: _____

Physical Address for RV: _____

Mailing Address: _____

Applicant Phone Number: _____

Physical Address: _____

RV License #: _____

Phone Number: _____

RV License Expiration Date: _____

Property Zone: _____

Complete the section below that pertains to the permit you are applying for.

E Emergency Permit: due to: Fire Flood Wind Earthquake Other: _____

RV Location: My Property The Property of: _____

Please Initial: All are required for an Emergency Permit.

___ I have provided proof of the emergency (photos, contracts for repair, maintenance, etc.)

___ I have provided written permission to place RV on a property other than my own.

___ I understand the permit is valid for 30-90 days with one extension, if necessary.

___ My RV will be occupied only by myself and immediate family.

___ My RV will not be parked on any street.

___ My RV will not be parked in any easement from November 1st - April 30th.

T Transitional Permit: (residing in RV while building a home)

Please Initial: All are required for a Transitional Permit.

___ I have provided a copy of my building permit.

___ I have provided a copy of my building contract or manufactured home purchase agreement.

___ I understand the permit is valid for 180 days with one 90-day extension, if necessary.

___ My RV will be occupied only by myself and immediate family.

___ My RV will not be parked on any street.

___ My RV will not be parked in any easement from November 1st - April 30th.

V Vacation Permit: (family / friends residing in RV on my property for up to 14 days per visit)

Please Initial: All are required for a Vacation Permit.

- ___ I have read, understand, and will comply with city code regarding RVs in the city limits.
- ___ This permit shall allow for up to 30 days of vacation RV use on my property in a 1-year period.
- ___ Visitors shall not remain for more than 14 consecutive days.
- ___ My property is set up for RV vacation use as per the zoning code.
- ___ The RV will not be parked on any street or easement.
- ___ The RV will not be connected to the City sewer system.
- ___ I will acquire an updated vacation permit each time an RV is occupied on my property.

D Displacement Permit: (unable to find adequate housing)

Please Initial: All are required for a Displacement Permit.

- ___ My RV design and plan was approved by Planning & Zoning.
- ___ My RV will be placed in a residential zone.
- ___ My RV is fully operational & will be tied to the City's water and sewer system permanently.
- ___ My RV will comply with setbacks on the property.
- ___ My RV will be placed on a level pad of concrete or gravel.
- ___ I understand this permit is to be renewed every 180 days.

Please provide a diagram showing where on the property the RV will be placed. Include current structures, cross roads, setbacks, and any other pertinent information: separate sheet provided

City of New Meadows Short Term RV Use Permit Application

An RV Short Term Use Permit may be issued subject to the regulations contained in the New Meadows City Code and is hereby agreed that the use of RVs on private property be in accordance with the specifications stated in the City code and this application.

Applicant Signature: _____ Property Owner Signature: _____

Office Use Only

Date Received: _____ Staff Initials: _____ Application Complete: Yes No
Application Approved Denied Permit # Issued: _____
Fee Paid _____ No Fee Receipt #: _____ Permit Expiration Date: _____

Emergency 30-90 days (one 30-90 day extension)

Date of initial Permit Issuance: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____

Transitional 90-180 days (one 90 day extension)

Date of initial Permit Issuance: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____

Vacation 30 days annually - \$100 annually or \$5 per visitor non-refundable

Date of initial Permit Issuance: _____ Dates of use: _____ Dates of use: _____
Expiration Date of Permit: _____ Dates of use: _____ Dates of use: _____

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Displacement 180 days (180 day extension) Sunsets 2023

Date of Council Approval: _____ Date of Council Approval: _____ Date of Council Approval: _____
Date of initial Permit Issuance: _____ Date of Extension: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____ Expiration of Extension: _____





GENERAL NOTES

- A. ARCHITECTURAL SITE PLAN IS FOR COORDINATION PURPOSES ONLY. REFER TO CONSULTANTS DRAWINGS FOR ADDITIONAL INFORMATION.
- B. BEFORE PROCEEDING TO LAY OUT THE WORK, VERIFY LAYOUT INFORMATION SHOWN ON DRAWINGS, IN RELATION TO THE PROPERTY SURVEY AND EXISTING BENCHMARKS. IF DISCREPANCIES ARE DISCOVERED.
- C. ESTABLISH LIMITS ON USE OF PROJECT SITE. IF STAGING AREA IS NOT DESIGNATED ON PLANS, THEN COORDINATE LOCATION WITH OWNER.

SITE INFORMATION

SETBACKS, LOT AREA AND LOT COVERAGE REQUIREMENTS ARE AS PER NEW MEADOWS MUNICIPAL CODE, ARTICLE 7C, R-3 HIGH DENSITY RESIDENTIAL DISTRICT

LOT AREA REQUIREMENTS (NMMC 10-7C-6-B,C)
 LOTS 5 & 6 COMBINED AREA:
 APPROX. 34,821 SF
 REQUIRED COMBINED LOT AREA:
 12 HOUSING UNITS
 APPROX. 16,200 SF
 APPROX. 1,350 SF PER UNIT
 30' WIDE INGRESS-EGRESS, PARKING AND UTILITY EASEMENT

MAXIMUM LOT COVERAGE (NMMC 10-7C-6-D)
 40% OF 34,821 SF = 13,928 SF
 PROPOSED STRUCTURES AREA: 8,100 SF

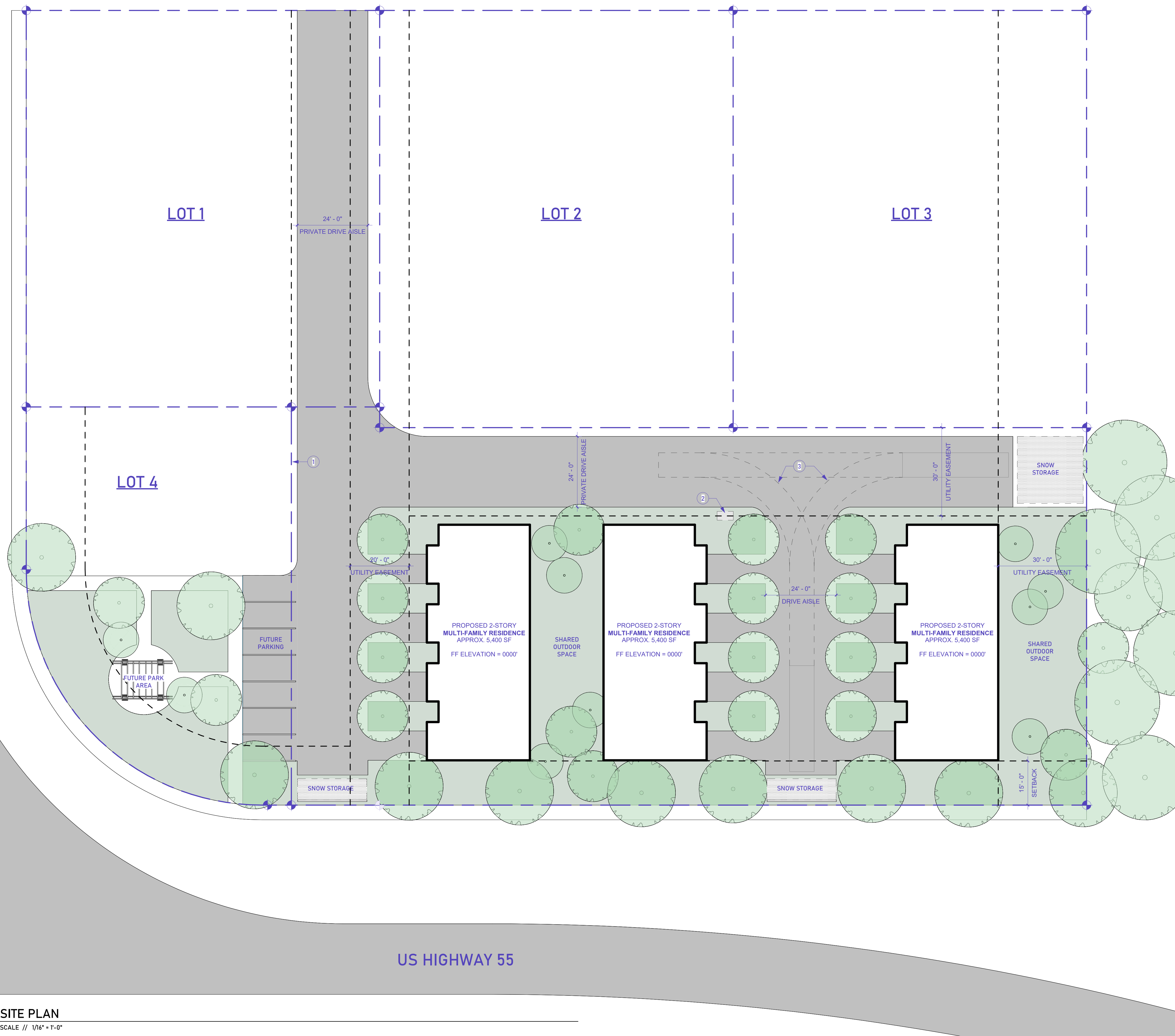
PARKING REQUIREMENTS
 (2) SPACES PER DWELLING UNIT REQUIRED = 24 REQUIRED
 24 PROVIDED (ONE GARAGE SPACE, ONE EXTERIOR SPACE)
 (7) SPACES PROVIDED FOR FUTURE PARK AREA

KEY NOTES (X)

- 1. NEW PROPERTY LINE. NEW LINE IS APPROX 30' WEST OF EXISTING PROPERTY LINE
- 2. EXISTING TRANSFORMER.
- 3. FIRE TRUCK ACCESS AND TURN-AROUND.

US HIGHWAY 95

NORA STREET



CONSULTANT:

STAMP:

NOT FOR CONSTRUCTION

PROJECT: 23-025

CROSSROADS MULTI-FAMILY

ADDRESS CITY, ST #####

PHASE	PHASE
DATE	DATE
REVISION	DATE

ARCHITECTURAL SITE PLAN

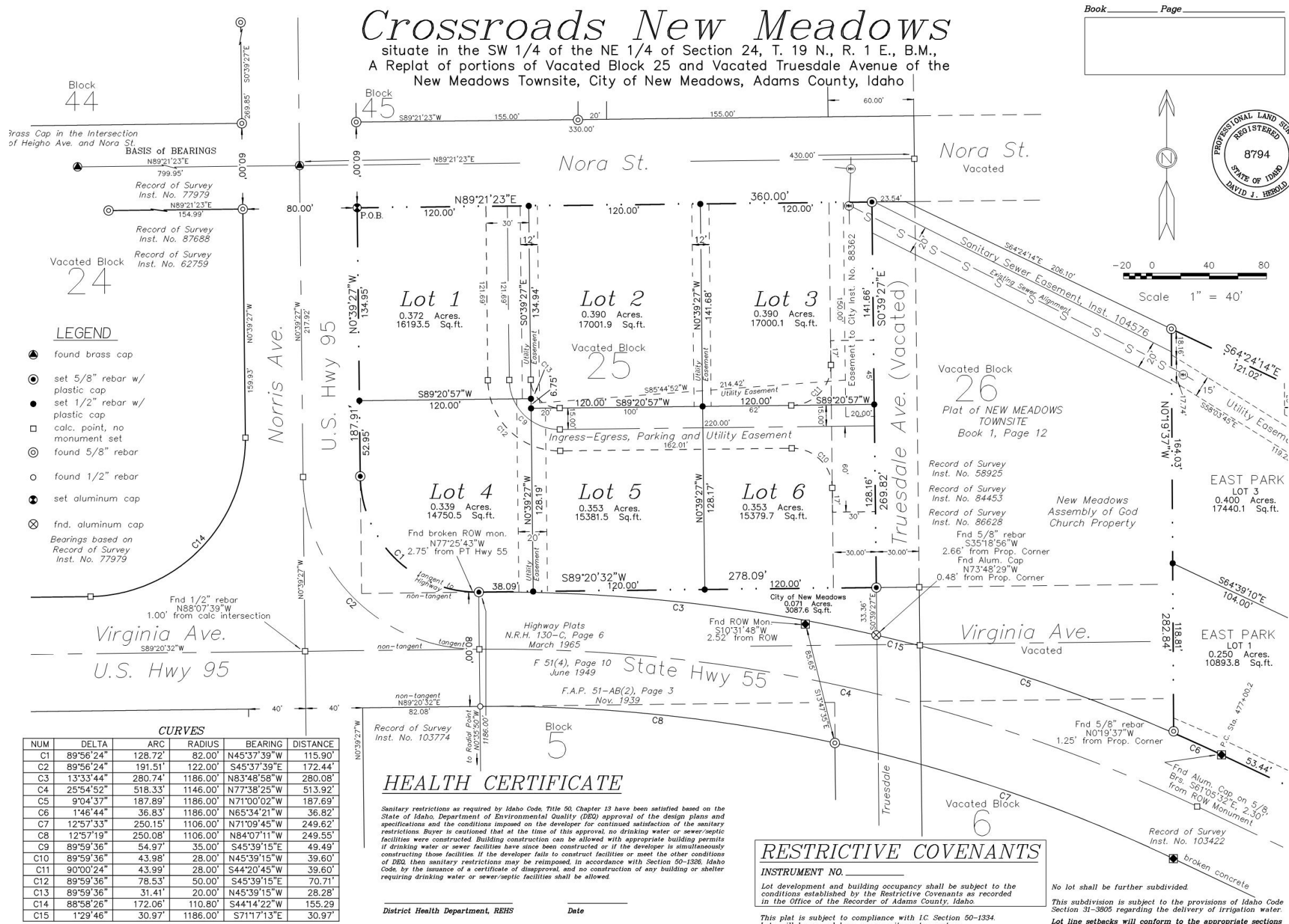
A2.00

CROSSROADS TOWNHOMES

Lot 5 & 6, Crossroads, New Meadow

ghm Architects
October 23, 2023



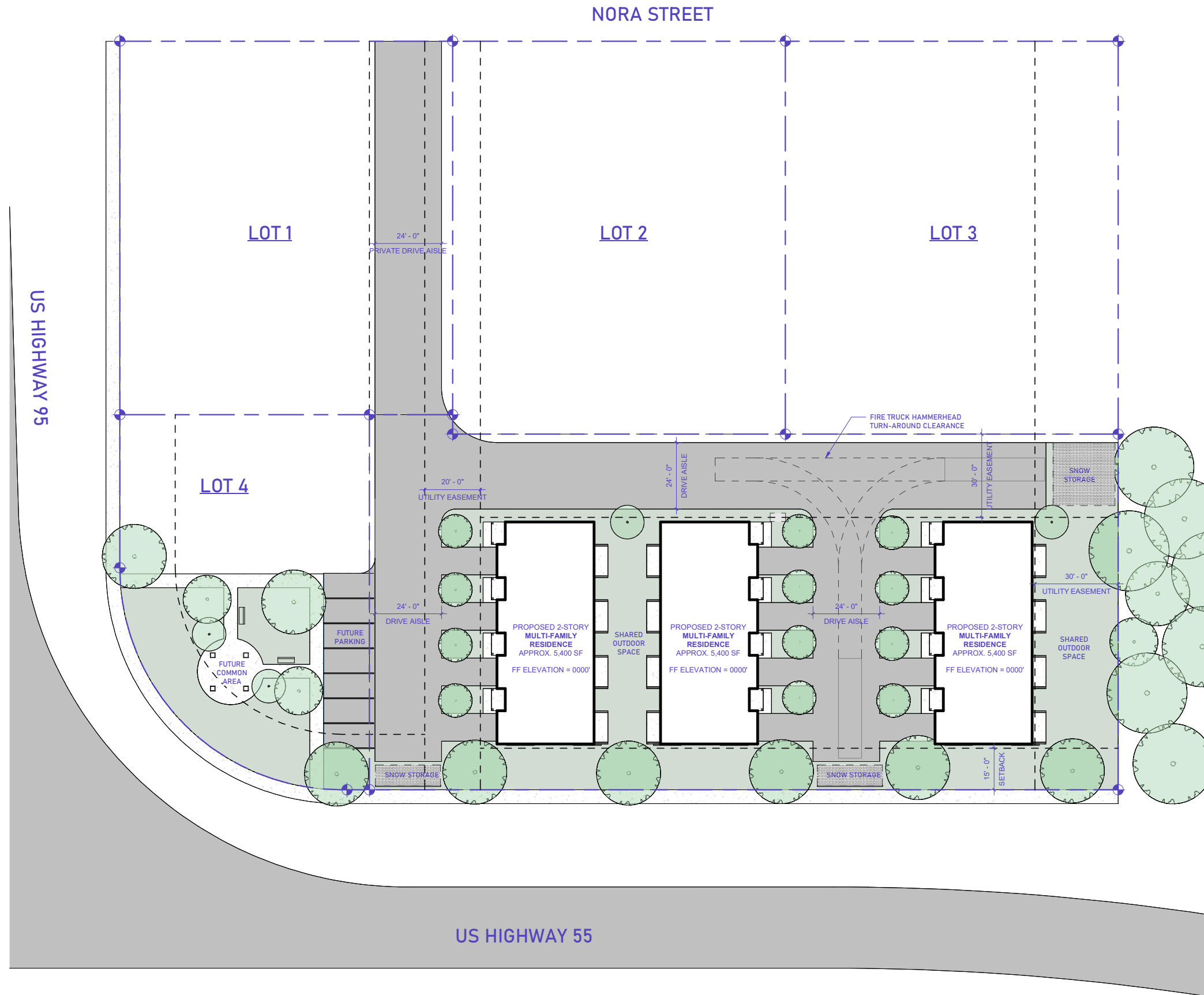


ATE: 22 Feb 06
LE: new meadows townsite.dwg

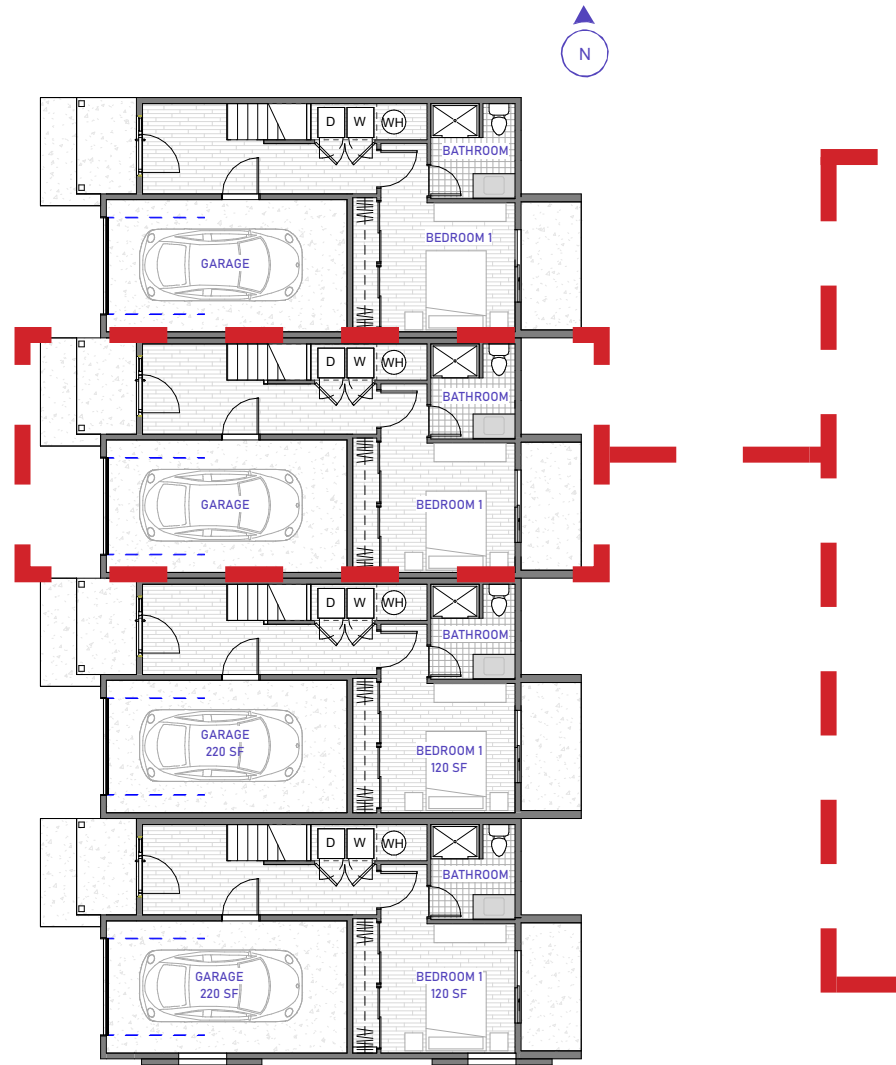
KERR SURVEYING, McCall, Idaho, 2006

SHEET 1 OF 2
1901E241

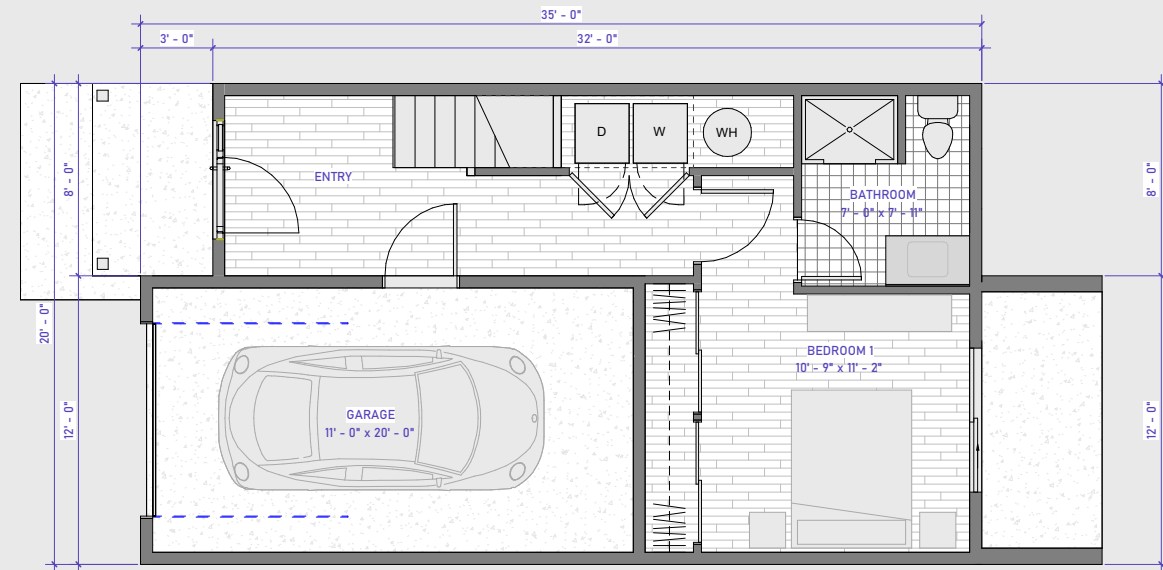
SITE PLAN
SCALE // 1" = 40'-0"



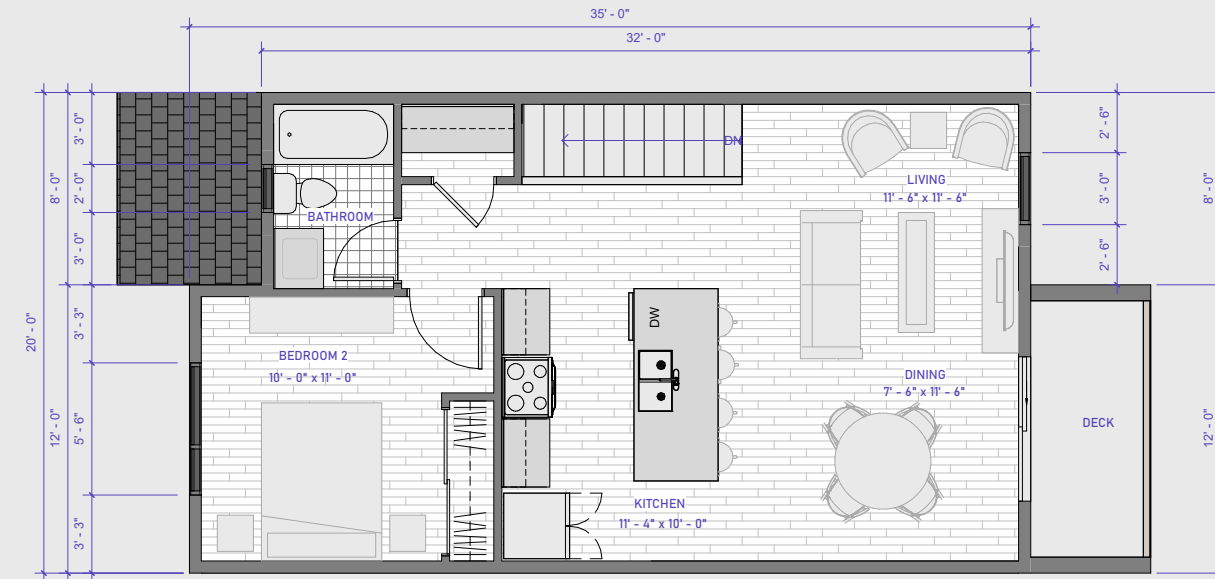
FLOOR PLANS UNIT PLANS
SCALE // 1/8" = 1'-0"



UNIT PLAN // LEVEL 01

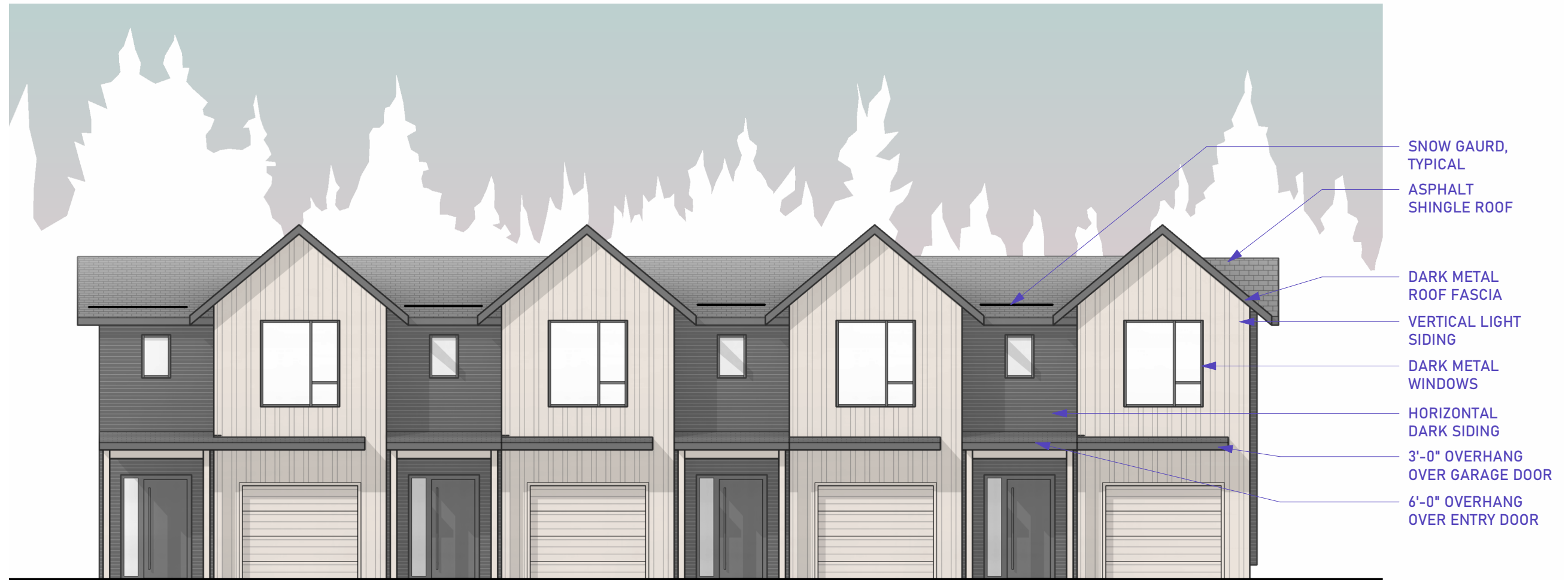


UNIT PLAN // LEVEL 02



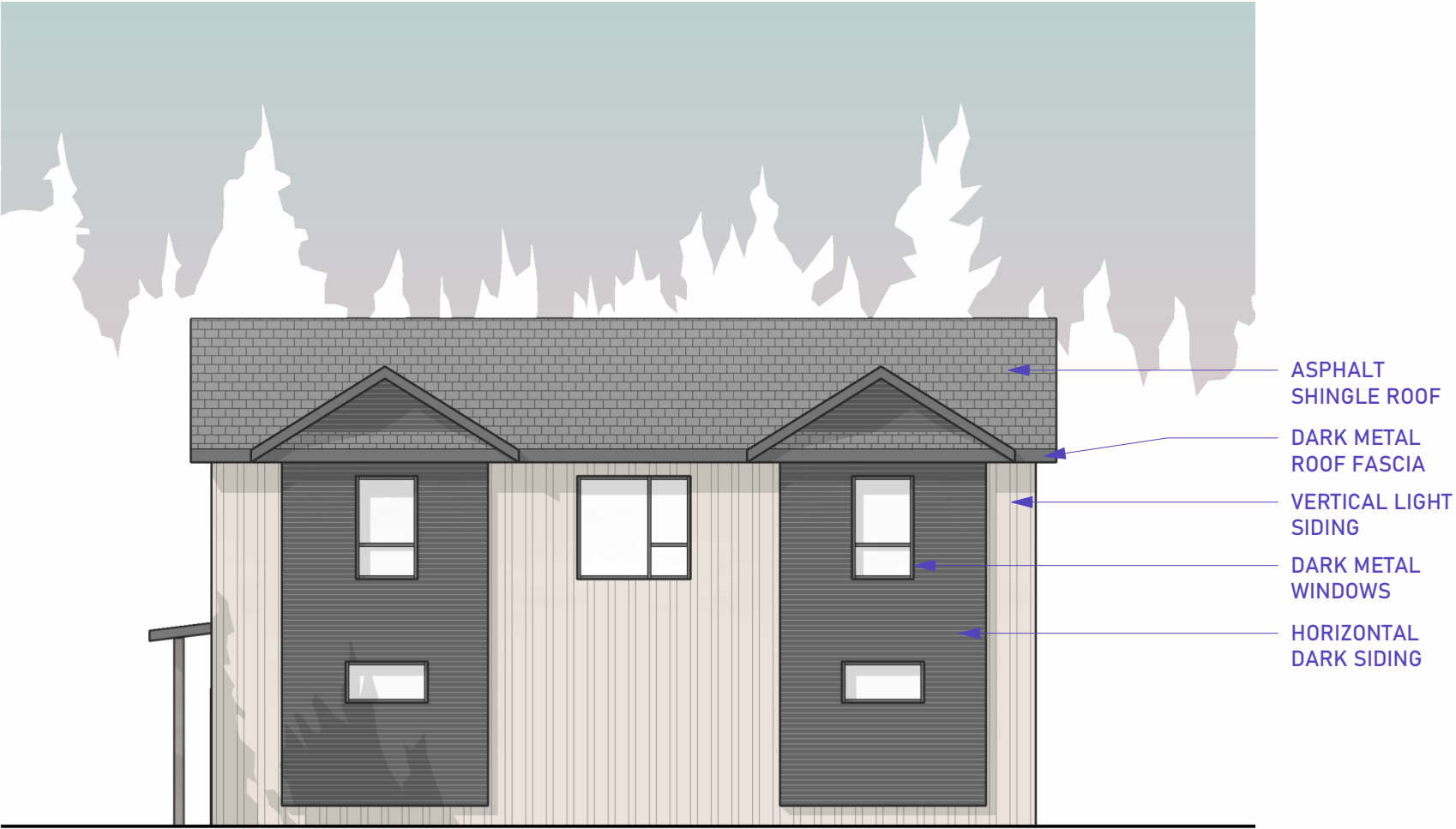
EXTERIOR ELEVATION west view

SCALE // 1/8" = 1'-0"



EXTERIOR ELEVATION south view

SCALE // 1" = 10'-0"



STREET VIEW FROM SOUTH WEST
SCALE // NTS



THANK YOU

City of New Meadows Application for Design Review

William & Donna Brown

Plan for 309 S. Heigho Brief Narrative

The four lots will be divided in half , making four plots of 78.5' X 60'. The tiny homes will sit withn all setbacks..The front two plots will have driveways off Heigho Street , the back two plots will have driveways off of the alley between Benedict and Cedric. They will set close to centered lengthwise to make an equally sized front and back yard with the driveway coming in on the outside of each plot. They will set on piers with skirting to the ground and decks built around them.

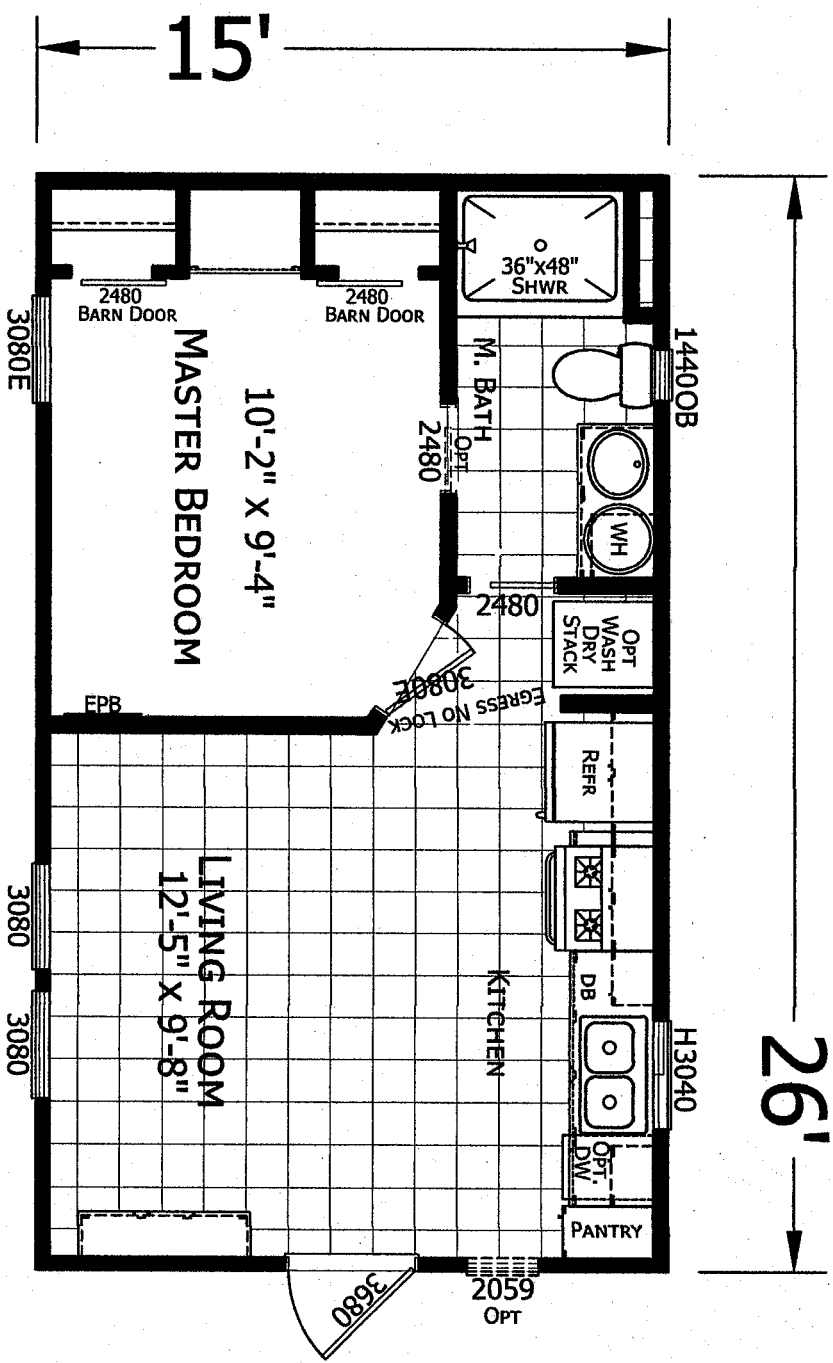
Item 4.

Stle Rock Prican River Series

399 SQ. FT. (Approximate) 1 Bedroom, 1 Bath

Park Models "Factory Direct Value" DIRECT

Last Updated: 9-22-22



FACTORY EXPO HOME CENTERS
1442 Sunnyside Rd.
Weiser, ID 83672

WE.ParkModelsDirect.com | 1-800-862-4956

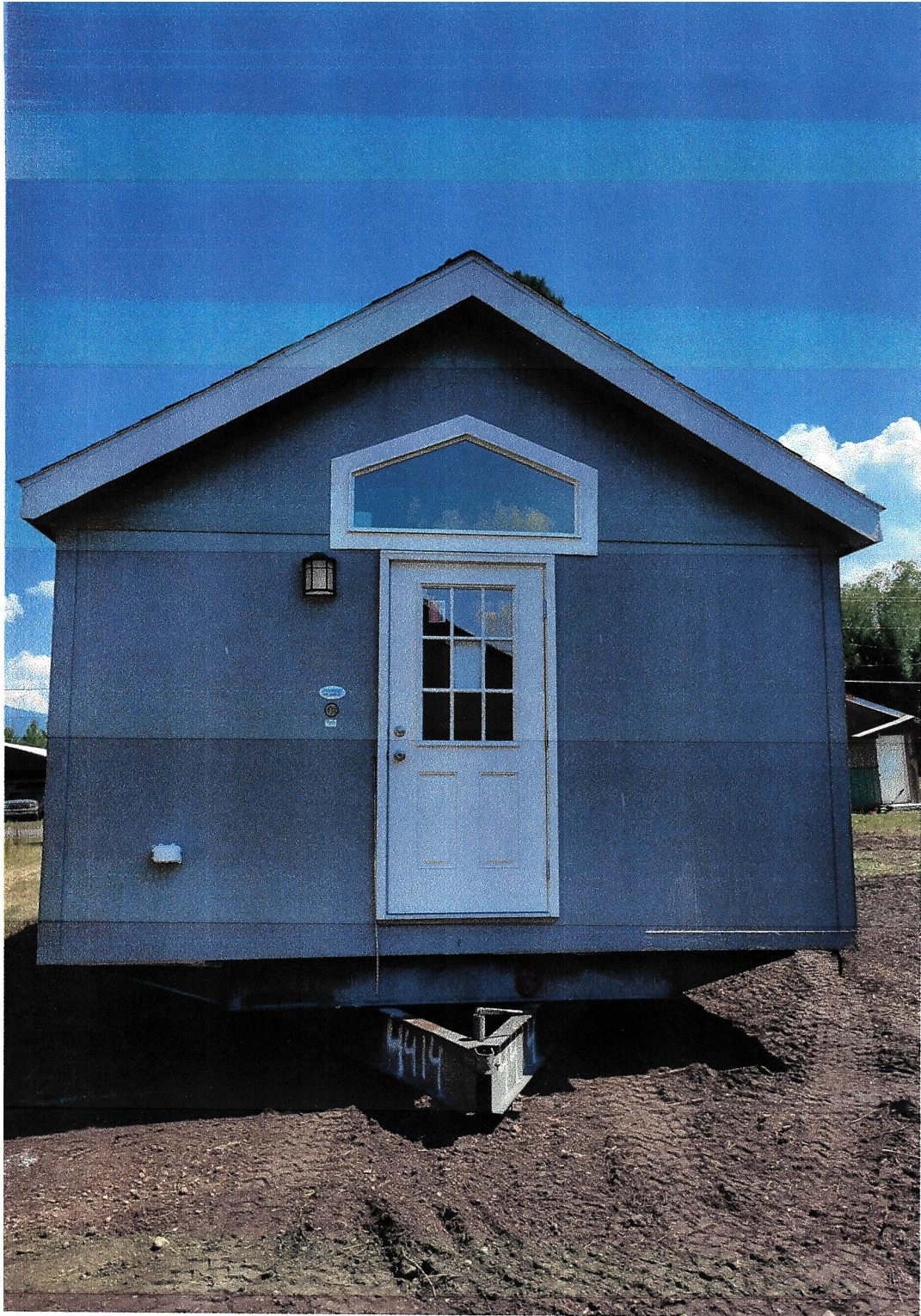
IMPORTANT: Alta Cima Corp reserves the right to modify, cancel or substitute products or features of this event at any time without prior notice or obligation. Pictures and other promotional materials are representative and may depict or contain floor plans, square footages, elevations, options, upgrades, extra design features, decorations, floor coverings, specialty light fixtures, custom paint and wall coverings, window treatments, landscaping, sound and alarm systems, furnishings, appliances, and other designer/decorator features and amenities that are not included as part of the home and/or may not be available at all locations. Home, pricing and community information is subject to change, and homes to prior sale, at any time without notice or obligation. ©2020 Alta Cima Corp. All rights reserved.

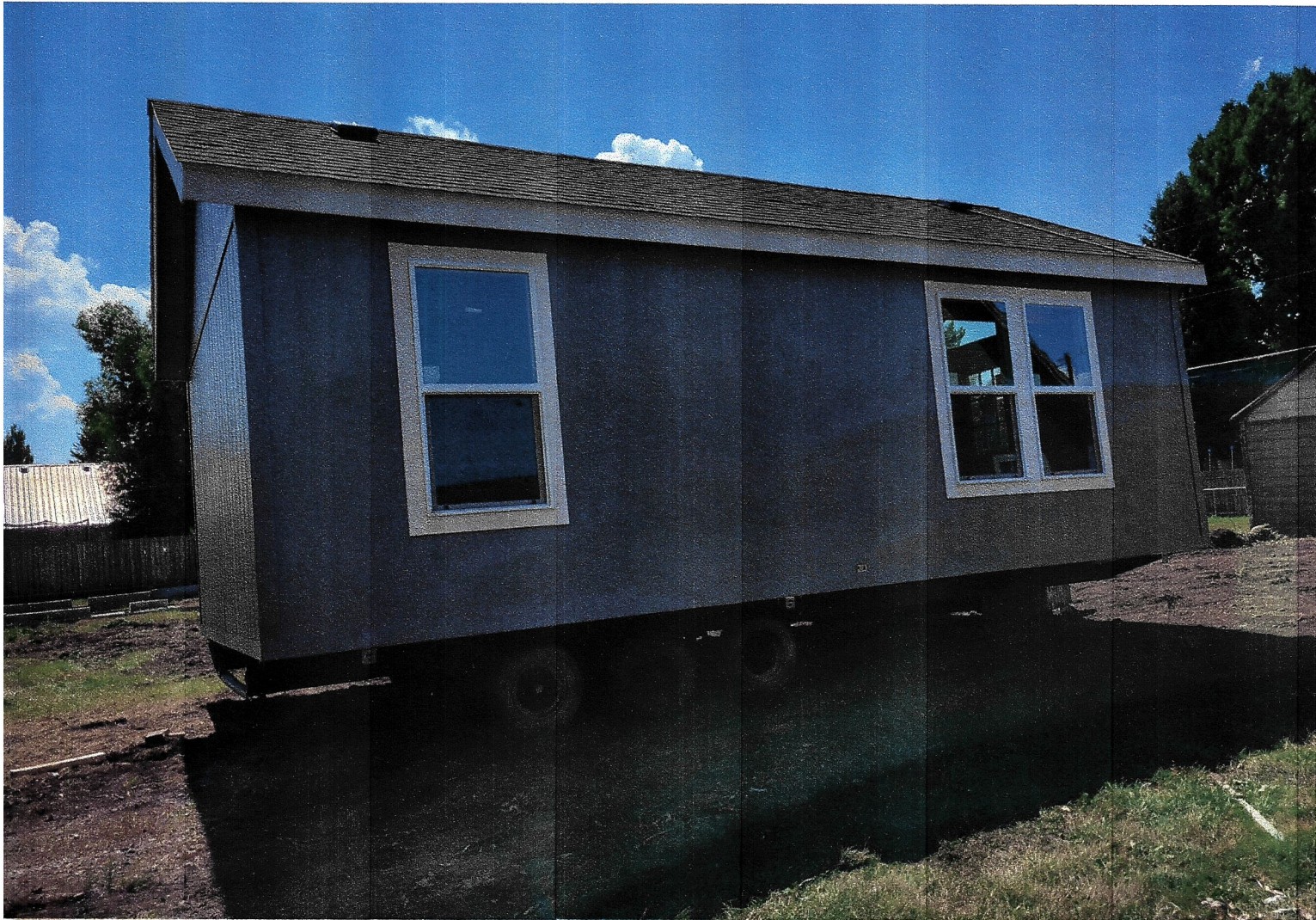
MANUFACTURED BY:

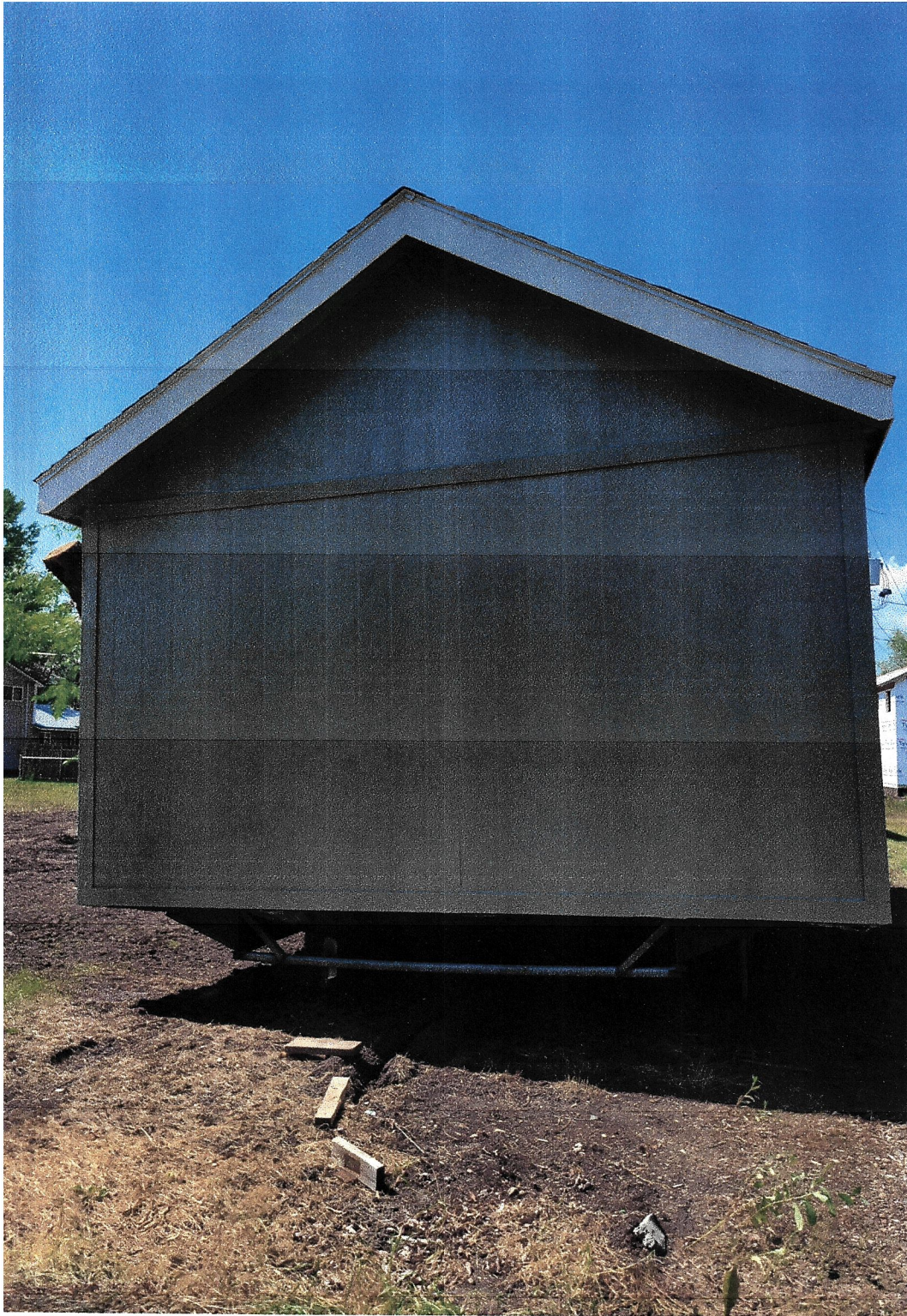


I authorize Factory Expo Home Centers to build my house, per this plan.

X _____
Customer Signature/Date











City of New Meadows LAND CHANGE REQUEST

Item 9.

1. APPLICANT INFORMATION

Name: William P Brown Phone: _____
Address: 309 S Hwy 60
City: New Meadows State: ID Zip: 83654
Email: _____

2. REQUEST DETAILS

Split Combine Lot Line Adjustment Other: _____

Parcel Number(s): RPM0240032013AA

Is there a water right associated with this property? YES NO

Is there a lien holder on this property? YES NO (may require approval from lienholder)

Will the above changes cause any portion of this property to be in non-compliance with the zoning code?

Yes No If yes, explain:

Describe the proposed changes, including resulting parcel size(s).

SEE ATTACHED

Describe any impact this change will have on neighboring properties.

N/A

By my signature below, I acknowledge that I have requested the action to be considered by the New Meadows Planning & Zoning Committee. I understand that all requests will be reviewed and evaluated for compliance with the zoning and building regulations of the City of New Meadows.

Owner Signature: [Signature] Date: 9-21-23

Owner Signature: _____ Date: _____

3. PLANNING & ZONING APPROVAL Approved Denied

Signature: _____ Date: _____

4. NEW MEADOWS CITY COUNCIL APPROVAL Approved Denied

Signature: _____ Date: _____

DRINKING WATER & WASTEWATER SYSTEMS
OPERATIONAL SUPPORT SERVICES AGREEMENT

This Drinking Water & Wastewater Systems Operational Support Services Agreement ("Agreement") is made effective the 1st day of October, 2023 ("Effective Date"), between THE CITY OF NEW MEADOWS, IDAHO ("Owner"), and DRAKE DIVERSIFIED, LLC, an Idaho limited liability company ("Operator"). Owner and Operator are sometimes referred to below as the "Parties."

AGREEMENT

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

SCOPE OF AGREEMENT - This Agreement is limited exclusively to Owner's facilities for drinking water production, drinking water treatment, drinking water distribution, wastewater collection, wastewater treatment, and wastewater land application/reuse located at the City of New Meadows, Idaho (collectively, "Systems").

DUTIES OF OPERATOR - Subject to Operator's rates and limitations set forth in this Agreement, Operator shall provide SUBSTITUTE RESPONSIBLE CHARGE OPERATOR services for operation of Owners Systems as follows, provided that the Operator's responsibilities under this Agreement, unless otherwise expressly stated in this Agreement, shall be limited to the following:

Drinking Water Operations - Production, treatment, distribution

- a) Advise and assist City of New Meadows staff in production, treatment, and distribution of drinking water.
- b) Advise and assist City of New Meadows staff in completion of sampling and recordkeeping relating directly to operation of the System as required by DEQ;
- c) Advise and assist City of New Meadows staff in fire hydrant flushing annually or as required;

Wastewater Operations -

Collection

- a. Advise and assist City of New Meadows staff in monitoring the lift station(s) and associated equipment to ensure proper operation as required.
- b. Advise and assist City of New Meadows staff in inspecting manholes periodically for condition and evidence of inflow and infiltration; and
- c. Advise and assist City of New Meadows staff in the performance of general maintenance on, and completion of minor repairs of system components as required

Treatment

- a. Advise and assist City of New Meadows Staff in operation and maintenance of headworks, blowers, and lagoons, as needed.
- b. Advise and assist City of New Meadows Staff in the inspection of Control Structures and Exercising of Valves as needed.
- c. Advise and assist City of New Meadows Staff in performing general light maintenance on the Wastewater Treatment Plant facility and equipment.
- d. Advise and assist City of New Meadows Staff to complete sampling and recordkeeping relating directly to operation of the System as required by DEQ

Wastewater Discharge/Reuse - Land Application

- a. Advise and assist City of New Meadows Staff regarding seasonal discharge of treated effluent into receiving waters.
- b. Advise and assist City of New Meadows Staff to maintain Reuse Pumps and Equipment.
- c. Advise and assist City of New Meadows staff to perform Application of Reuse Water to specified Land Application area per DEQ permit.
- d. Advise and assist City of New Meadows staff to Maintain Land Application Irrigation System and components.
- e. Advise and assist City of New Meadows staff to complete sampling and recordkeeping relating directly to operation of the System as required by DEQ.
- f. Advise and assist City of New Meadows staff to perform maintenance on and complete minor repairs of system components as required.

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

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

Advise and Assist: Provide advice and assistance to City of New Meadows staff related to the operation of System and related components. City of New Meadows staff or assigned Responsible Charge Operator to be considered primarily responsible for all work, labor, and all other operational concerns. Drake Diversified to be held harmless for omissions or errors by City of New Meadows Staff or failure to follow advice or instructions given to City of New Meadows Staff by Drake Diversified.

Wastewater sampling required by DEO: Weekly coliform during reuse water application period, monthly wastewater chemistry sampling during reuse water application period, annual lagoon composite samples, annual monitoring, soil sampling, and any additional sampling as required by DEQ.

DEQ required and best practices for recordkeeping: Inflow, outflow, chlorine residuals, reuse gallons applied, and operator's log.

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

OTHER RESPONSIBILITIES OF PARTIES - In addition to the other obligations of Owner as set forth in this Agreement, Owner shall furnish at its sole expense, all maintenance supplies, utilities, and all other consumables necessary for the operation of Owner's Systems including, but not limited to, sampling supplies, shipping expenses for sending samples for lab testing, laboratory testing costs, telephone service at Owner's facility, and fuel for generators co-located with Owner's Systems.

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

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

RATES & LIMITATIONS - The rate for Operator's services under this Agreement, up to a maximum of four (4) combined onsite and offsite hours, not to include Operator's travel time except travel time as provided below for repair or replacement of components or consumables, per month as documented by Operator, shall be FOUR HUNDRED AND NO/100 DOLLARS (\$400) per month.

Except for holiday and emergency services, the rate for any additional services of Operator, beyond the applicable monthly maximum number of hours shall be EIGHTY FIVE AND NO/100 DOLLARS (\$85) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. The rate for emergency service and service provided on any holiday observed by the state of Idaho shall be ONE HUNDRED FIFTY AND NO/100 DOLLARS (\$150) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. Emergency and holiday service hours shall not count against the applicable monthly maximum number of hours provided. For holiday and emergency service, mileage expenses for use of vehicle, if required, shall be charged at the standard IRS mileage reimbursement rate in place at time of service provided, and shall be added to the invoice for the same month of service.

Services other than those specified in this Agreement that are rendered by Operator at the request of Owner will be charged at a rate of EIGHTY-FIVE AND NO/ 100 DOLLARS (\$85) per hour, rounded to the nearest one-half (1/2) hour, including Operator's travel time. Mileage expenses for use of vehicle, if required, shall be charged at the standard IRS mileage reimbursement rate in place at time of service provided, and shall be added to the invoice for the same month of service.

OUT OF POCKET COSTS & TRAVEL EXPENSES - If, in the reasonable judgment of Operator, the repair, replacement, acquisition, servicing, or overhaul of any System component shall become necessary, or the purchase of any consumable for Systems become necessary at a time when funding for such costs is not immediately available from Owner, or where acquisition of funding in advance from Owner would be impracticable, Operator shall advance such costs up to a combined total not to exceed ONE THOUSAND AND NO/100 DOLLARS (\$1,000) per calendar month.

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

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

PAYMENT - Operator shall send Owner a written monthly invoice which shall be paid in full no more than fifteen (15) days after such invoice has been sent. Interest will be charged on any past due invoice at the judgment rate provided by Idaho Code 28-22-104(2). Failure to remit timely payment in full shall constitute a breach of this Agreement.

TERM & AUTOMATIC RENEWAL • TERMINATION - The term of this Agreement shall be for one (1) year from and after the effective date of this Agreement and shall automatically renew for successive additional one (1) year terms unless notice of intent to terminate is given by written notice delivered by certified mail to either party no less than ninety (90) days prior to the end of the initial term or any renewal term. Each such automatic renewal shall commence on the relevant renewal date and end at the completion of the relevant renewal term. All automatic renewals shall be subject to the same terms and conditions as this original Agreement.

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

DEFAULT — Either Party shall be in breach of this Agreement if such Party fails to comply with the terms and conditions of this Agreement. In the event of any breach, the party claiming the breach ("Claiming Party") shall send written notice thereof to the other Party ("Defaulting Party"). If the Defaulting Party fails to cure the breach within thirty (30) days after the earlier of the mailing of the Notice by the Claiming Party or receipt of the notice by the Defaulting Party, then the Defaulting Party shall be in default of this Agreement. In the event of default, the Claiming Party shall be entitled to exercise any remedy allowed at law or in equity. The Claiming Party shall not be obliged to exercise any one remedy before any other in the case of default, except as is otherwise prescribed by Idaho law. The waiver of or forbearance by either Party regarding any breach, or of any available remedy for a default shall not operate as a waiver of any subsequent breach or default.

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

In consideration of the rates charged by the Operator and the responsibilities borne by the parties as set forth herein, Operator hereby agrees that to the fullest extent permitted by law, Owner's total liability to Operator for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to this Agreement from any cause or causes including, but not limited to, loss of use of equipment or facility, loss or profits or revenue, or Owner's negligence, errors, omissions, strict liability, breach of contract or breach of warranty, duty to indemnify, or other cause or causes whatsoever, (hereinafter "Operator's claims"), to the extent that Operator's claims are covered by insurance, shall not exceed the total sum paid on behalf of or to Owner by Owner's insurer(s) in settlement or satisfactory of Operator's claims under the terms and conditions of Owner's insurance policy or policies applicable thereto. This limitation of liability does not apply to a potential claim by Operator for Owner's failure to pay Operator under this Agreement.

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

Owner hereby agrees that to the fullest extent permitted by law, while Operator shall be liable to Owner for direct damages caused by his error or omission (as limited by the terms of this Agreement), Operator shall not be liable to Owner for any special, indirect or consequential damages whatsoever, whether caused by Operator's negligence, errors, omissions, strict liability, breach of contract, breach of warranty or other cause or causes whatsoever, including but not limited to, loss of use of equipment or facility, and loss of profits or revenue.

EXCUSE OF PERFORMANCE - Operator shall not be responsible if its performance of this Agreement is interrupted or delayed by contingencies beyond its control, including, without limitation, weather conditions making performance extremely impracticable, flood, acts of God, war, blockades, riots, explosion, strikes, lockouts or other labor or industrial disturbances, fires, accidents to equipment, injunctions or compliance with laws, regulations, guidelines, or orders of any governmental body or instrumentality thereof (where now existing or hereafter created).

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

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

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

COSTS & ATTORNEY FEES - In the event of any action to enforce or interpret this Agreement, or for any remedy on account of any breach of this Agreement, the prevailing party in such action will be entitled to recover from the other party the prevailing party's costs, disbursements and reasonable out-of-pocket attorney fees as determined by the court in such action and in any appeal therefrom. Prevailing party means that party which prevails affirmatively or by defense with respect to claims having the greatest value or importance as reasonably determined by the court after taking into consideration settlement offers made by a party.

MEDIATION - Any claim arising out of or related to this Agreement shall be subject to good faith mediation between the Parties hereto as a condition precedent to judicial proceedings by either party, The cost of any such mediation shall be shared by the Parties equally.

CHOICE OF LAW & VENUE - It is agreed that the venue of any legal action brought under the terms of this Agreement shall be in Valley County, State of Idaho. This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho without regard to the conflicts of laws principles of any jurisdiction.

WAIVER - This Agreement may not be modified or amended, and no term or provision hereof may be waived except by a written instrument executed by both Parties and in the case of a waiver, by the party granting such waiver. No waiver of any provision hereof shall be deemed a waiver of any other provision hereof or shall constitute a continuing waiver.

NOTICE - Any notice required to be given by either party to the other shall be deposited in the United States mail, postage prepaid, addressed to the Owner at 401 Virginia Street, PO Box 324 New Meadows, Idaho 83654, or to Operator at 11 Cottontail Court, McCall, Idaho 83638, or at such other addresses either party may deliver to the other in writing from time to time.

NO PARTNERSHIP - Operator's relationship with Owner pursuant to this Agreement is that of an independent contractor, and nothing in this Agreement shall be construed to designate Operator as an employee, agent, or partner of or a joint venture with Owner. The obligations of the Parties shall be several, and not joint or collective, each party to be responsible only for the obligations assumed by such party. Nothing contained in this Agreement shall be deemed to impose on any party any responsibility for the obligations assumed by any other party.

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

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

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

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

AGREEMENT JOINTLY DRAFTED - This Agreement shall be deemed to have been jointly drafted by the Parties, and, in construing and interpreting this Agreement, no provision shall be construed and interpreted for or against any of the Parties because such provision, or any other provision, or the Agreement as a whole, was purportedly prepared or requested by such party.

ENTIRE AGREEMENT - This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and incorporates all previous and contemporaneous oral or written understandings between the Parties concerning the subject matter hereof. This Agreement may not be amended or modified in any way except in writing signed by both of the Parties hereto.

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

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

IN WITNESS WHEREOF, The Parties have executed this Agreement on the 1st day of October, 2023.

OWNER:


CITY OF NEW MEADOWS

By:

Julie Good, Mayor

OPERATOR:

DRAKE DIVERSIFIED, LLC

By: 

Warren Drake

Appendix G – Secondary Employment Agreement

SECONDARY EMPLOYMENT AGREEMENT

This Secondary Employment Agreement is between Brianna Hoxie, employee of the City of New Meadows, hereinafter referred to as "Employee" and the City of New Meadows, hereinafter referred to as "City". This agreement shall be reviewed and accepted by the Mayor and City Council of New Meadows, Idaho and placed in Employee's personnel file.

Employee has requested to engage in the following secondary employment:

The Boardroom at Wilsons Lounge
Bar tending only in the afternoons.

The secondary duties may occur during hours normally scheduled for employee to work for the City.

Employee will not allow the requirement of their job as a City Employee to suffer or put other employees or citizens of the City of New Meadows in danger or jeopardy by taking care of the responsibility of their secondary employment.

If there are time-sensitive activities that need to be accomplished in the course of Employee's employment with the City, any secondary employment activities will take second place to City deadlines.

When Employee takes care of Secondary Employment activities during normal scheduled City employment hours, a City staff member, Mayor or other City official shall be made aware of their absence.

Emergency situations shall be reviewed on a case-by-case basis, but Employee shall maintain primary regard for the needs of the City when an emergency arises.

Employee shall not use City tools and equipment to accomplish secondary employment activities.

Employee shall not share or make use of official information that is confidential or not available to the general public except by request while performing secondary employment.

Appendix G – Secondary Employment Agreement

Employee shall not use their position or title with the city in order to advance or increase their secondary employment work opportunities. This includes advertising or soliciting secondary employment opportunities during City employment time or using City property or equipment (i.e. giving out secondary employment business cards while on-the-clock as a City employee).

When secondary employment is in the form of self-employment, the Employee shall have at least one other person who is available to take care of potential business needs if the Employee’s City responsibilities conflict with the needs of the self-employment business.

If the Employee’s responsibilities to the City cannot be performed during regularly scheduled business hours because of the needs of secondary employment, the Employee shall work after hours – without overtime pay – to accomplish the responsibilities required by the City.

Secondary employment which results in a decrease in hours worked for the City of New Meadows and inability to complete tasks in a timely manner shall be reviewed to determine if this agreement has been compromised.

Failure to comply with this agreement shall result in a review by the City Council and Mayor of New Meadows to determine if secondary employment continues to fall within the parameters of the Secondary Employment Policy of the City of New Meadows.

I agree that the description of secondary employment written above is correct and agree to abide by the terms of this agreement. Should there be a change in secondary employment, I agree to let the City Council and Mayor know immediately. I understand that this agreement may be reviewed periodically to ensure compliance.

B. H. [Signature]
Employee

10-17-23
Date

Mayor

Date

Approved by New Meadows City Council on _____.

ORDINANCE NO. 397-2023

AN ORDINANCE OF THE CITY OF NEW MEADOWS, IDAHO, AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF A WATER REVENUE BOND, SERIES 2018, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$673,000, FOR THE PURPOSE OF FINANCING THE ACQUISITION, CONSTRUCTION, AND INSTALLATION OF IMPROVEMENTS TO THE DOMESTIC WATER SYSTEM OF THE CITY OF NEW MEADOWS, ADAMS COUNTY, IDAHO; DESCRIBING THE BOND; PROVIDING FOR THE COLLECTION AND DISPOSITION OF REVENUES; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE BOND; ESTABLISHING FUNDS AND ACCOUNTS; PROVIDING COVENANTS RELATING TO THE BOND; PROVIDING FOR THE SALE OF THE BOND TO THE UNITED STATES OF AMERICA, ACTING THROUGH THE DEPARTMENT OF AGRICULTURE, RURAL UTILITIES SERVICE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of New Meadows, Adams County, Idaho (the “City”), is a municipal corporation organized and operating under the laws of the State of Idaho; and

WHEREAS, the City owns, operates, and maintains a domestic water supply and distribution system; and

WHEREAS, the City is authorized by the Constitution and laws of Idaho to issue revenue bonds to finance all or part of the cost of acquisition, construction, and installation of improvements and betterments to the domestic water system of the City; and

WHEREAS, the City Council (the “Council”) of the City, by adoption of Ordinance No. 349-2017 on September 11, 2017, ordered a special bond election to be held within the City on November 7, 2017, for the submission to the qualified electors of the City the question of whether or not the City should be authorized to issue its revenue bonds in a principal amount not to exceed \$3,388,500 in order to provide funds for certain capital improvements to its domestic water system; and

WHEREAS, the requisite majority of the qualified electors of the City, at the special bond election of November 7, 2017, authorized the incurring of indebtedness and the issuance of revenue bonds in a principal amount not to exceed \$3,388,500; and

WHEREAS, the Council has determined that the public health, safety, and welfare will be furthered by the water improvement project described hereinafter and has further determined to issue water revenue bonds of the City, duly authorized by the electors of the City at the special bond election of November 7, 2017, in an aggregate principal amount not to exceed \$3,388,500; and

WHEREAS, Section 57-227, Idaho Code, authorizes the sale of water revenue bonds to the United States of America, acting through the Department of Agriculture, Rural Utilities Service at private sale in such manner as the Council may determine, and the Council has determined to

issue its water revenue obligations in the form of a single, amortized water revenue bond in an aggregate principal amount not to exceed \$673,000 to the United States of America, acting through the Department of Agriculture, Rural Utilities Service.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF NEW MEADOWS, IDAHO, as follows:

Section 1: DEFINITIONS

As used in this Ordinance, the following words shall have the following meanings:

Acquisition or Acquire includes the opening, laying out, establishment, purchase, construction, securing, installation, reconstruction, lease, gift, grant from the Federal Government, the State, any public body therein or any person or entity, the condemnation, transfer, option to purchase, other contract, or other acquirement, or any combination thereof.

Additional Bonds means any bonds issued pursuant to Section 15 of this Ordinance.

Bond means the “City of New Meadows Water Revenue Bond, Series 2018,” herein authorized to be issued, sold, and delivered in the form of a single, fully registered, amortized revenue bond in a principal amount not to exceed \$673,000. The designation may be modified to reflect the actual year of issuance of the Bond.

Bond Fund means the “City of New Meadows Water Revenue Bond Fund” created by Section 12 of this Ordinance.

Bond Register means the registration books on which are maintained the names and addresses of the owners or nominees of the owners of the Bond.

Bond Registrar means the bond registrar, transfer agent, and authenticating and paying agent appointed and designated in Section 6 of this Ordinance.

Capital Improvement Fund means the “City of New Meadows Water Project Capital Improvement Fund” created by Section 10 of this Ordinance.

City means the City of New Meadows, Adams County, Idaho.

City Clerk means the Clerk of the City, or other officer of the City who is the custodian of the seal of the City and of the records of the proceedings of the City, or his/her successor in functions, if any.

Cost of Project or any phrase of similar import, means all or any part designated by the Council of the costs of the Project, or interest therein, which costs, at the option of the Council, may include all or any part of the incidental costs pertaining to the Project, including, without limitation:

- (1) Preliminary expenses advanced by the City from funds available for the use therefor, or advanced by the Federal Government, or from any other source, with approval of the Council, or any combination thereof;
- (2) The costs of making surveys, audits, preliminary plans, other plans, specifications, estimates of costs and other preliminaries;
- (3) The costs of appraising, printing, estimates, advice, services of engineers, architects, financial consultants, attorneys at law, clerical help, or other agents or employees;
- (4) The costs of contingencies;
- (5) The costs of the issuance of the Bond;
- (6) The costs of funding any short-term financing, bond anticipation notes, and other temporary loans pertaining to the Project and of the incidental expenses incurred in connection with such loans;
- (7) The costs of any properties, rights, easements, or other interest in properties, or any licenses, privileges, agreements and franchises; and
- (8) All other expenses necessary or desirable and pertaining to the Project, as estimated or otherwise ascertained by the Council.

Council means the City Council of the City.

Estimated Net Revenues means, for any year, the estimated Revenues of the System for such year less the estimated Operation and Maintenance Expenses for such year, based upon estimates prepared by the City Engineer or an independent engineer, or an independent certified public accountant. In computing Estimated Net Revenues, Revenues of the System may be adjusted as necessary to reflect any changed schedule of rates and charges.

Mayor means the Mayor of the City, or his/her successor in functions, if any.

Net Revenues means Revenue of the System after the deduction of Operation and Maintenance Expenses.

Operation and Maintenance Expenses or any phrase of similar import means all reasonable and necessary current expenses of the City, paid or accrued, of operating, maintaining, and repairing the System or of levying, collecting, and otherwise administering the Net Revenues for the payment of the Bond; and the term includes (except as limited by contract or otherwise limited by law) without limiting the generality of the foregoing:

- (1) Engineering, auditing, reporting, legal, and other overhead expenses of the various City departments directly relating and reasonably allocable to the administration of the System;
- (2) Fidelity bonds and property and liability insurance premiums pertaining to the System, or a reasonably allocable share of a premium of any blanket bond or policy pertaining thereto;
- (3) Payments to pension, retirement, health, and hospitalization funds and other insurance for the ordinary operation of the System;
- (4) Any taxes, assessments, excise taxes, or other charges which may be lawfully imposed on the City, the System, revenues therefrom, or any privilege in connection with their operation for the ordinary operation of the System;
- (5) The reasonable charges of the bond registrar, fiscal or paying agent, commercial bank, trust bank, or other depository bank pertaining to the Bond issued by the City or pertaining to the Project, if any;
- (6) Contractual services, professional services, salaries, other administrative expenses, and the cost of materials, supplies, repairs, and labor, pertaining to the issuance of the Bond and to the ordinary operation of the System; and
- (7) All other administrative, general, and commercial expenses for the ordinary operation of the System.

Ordinance means this Ordinance No. 397-2023, adopted on October 23, 2023.

Project means the domestic water system improvement project described in Section 2 of this Ordinance.

Registered Owner means the purchaser of the Bond and any subsequent transferee or purchaser of the Bond.

Reserve Fund means the “City of New Meadows Water Revenue Bond Debt Service Reserve Fund” created by Section 13 of this Ordinance.

Revenue Fund means the “City of New Meadows Water Revenue Fund” created by Section 11 of this Ordinance.

Revenue of the System means all revenues received by the City from its System and may include moneys derived from one, all, or any combination of revenue sources pertaining to the System, including, without limitation, rates, charges, rents, fees, and any other income derived from the operation or ownership of, the use of services of, or the availability of or services

pertaining to, or otherwise derived in connection with, the System or all or any part of any property pertaining to the System.

System, for purposes of this Ordinance, means the domestic water supply and distribution system of the City, as the same now exists, including its assets, real and personal, tangible and intangible, and as it may later be added to, extended, and improved, and shall include buildings, structures, utilities, or other income producing water facilities from the operation of or in connection with which the revenues of the payment of the Bond to be issued hereunder will be derived, and the lands pertaining thereto.

Treasurer means the Treasurer of the City, or his/her successor in functions, if any.

Section 2: THE PROJECT

A. Project Description. The water improvement project consists of the acquisition, construction, and installation of improvements and betterments to the City's domestic water system, consisting generally of, but not limited to, the construction and installation of two groundwater wells and upgrades of the undersized water lines, together with the costs of engineering, legal, accounting, and other necessary professional services, costs of bond issuance, interest on borrowed funds during construction, and related improvements and costs incidental thereto (the "Project").

B. Project Changes. The Council may make changes in the Project prior to or in the course of actual construction, provided such changes are found necessary and desirable by the Council and that such changes do not substantially affect or alter the plans or the cost of the Project.

C. Costs. The total estimated cost of the Project is \$3,448,500. An amount not to exceed \$673,000 of the cost and expenses of construction and installation of the Project will be paid from the issuance and sale of the Bond, hereinafter defined, authorized to be issued at a special election held within the City on November 7, 2017. Any balance will be realized from other lawfully available funds of the City, including, but not limited to, grant and loan funds.

Section 3: THE BOND

The Bond, designated "City of New Meadows Water Revenue Bond, Series 2018" (the "Bond"), in an aggregate principal amount not to exceed \$673,000, is hereby authorized to be issued, sold, and delivered pursuant to the Revenue Bond Act of the State of Idaho, the same being Sections 50-1027 through 50-1042, Idaho Code, and pursuant to Section 57-227 and Title 57, Chapter 9, Idaho Code. The designation of the Bond is hereby authorized to be modified to accurately reflect the year it is delivered.

The Bond shall consist of a single, transferable, amortized revenue bond, substantially in the form annexed hereto as Exhibit "A," shall be issued in fully registered form, shall be dated as of the date of its delivery, and shall bear interest on the unpaid balance, at the lower of the rate

charged by the United States of America, acting through the Department of Agriculture, Rural Utilities Service at the time of loan approval or at the time of loan closing.

The Bond shall be payable in equal annual installments of principal and interest, with the first installment of principal and interest being due one year from the date of delivery of the Bond, and annually thereafter until maturity. The final annual installment may be in such greater or lesser amount as is necessary to fully pay said Bond. The principal of and interest on the Bond shall be fully paid within forty (40) years from its date.

The sale of the Bond to the United States of America (hereinafter the “Registered Owner”), is hereby authorized and approved. The Registered Owner thereof shall have the right, at its expense, to convert said single bond to fully registered serial bonds, without coupons.

In the event that the Bond is purchased by the United States of America, the City hereby agrees to comply with the requirements of the United States of America as contained in the letter dated May 2, 2018 (hereinafter “Loan and Grant Approval Conditions”) and in the RUS Bulletin 1780-27, Loan Resolution, pertaining to the Project.

Section 4: EXECUTION

The Bond shall be executed by the manual signature of the Mayor, countersigned by the manual signature of the Treasurer, and attested by the manual signature of the City Clerk, and the seal of the City shall be impressed thereon.

Section 5: PLACE AND MANNER OF PAYMENT

Both principal of and interest on the Bond shall be payable in lawful money of the United States of America to the Registered Owner thereof, at the address of such Registered Owner as shown on the registration records of the City, or at such other address as shall be designated in writing to the City by the Registered Owner. Payment may be made by pre-authorized debit with the approval of the Registered Owner.

Section 6: BOND REGISTRAR

The Treasurer is hereby appointed as bond registrar, transfer agent and paying agent, and is herein referred to as the “Bond Registrar.” The Bond Registrar shall keep, or cause to be kept, sufficient books for the registration and transfer of the Bond. The Bond Registrar is authorized, on behalf of the City, to carry out all of the Bond Registrar’s powers and duties under this Ordinance.

The Bond may be transferred only upon the books for the registration and transfer of bonds (the “Bond Register”), upon the surrender thereof to the Bond Registrar, together with a form of transfer duly executed by the Registered Owner or its attorney duly authorized in writing. Upon the transfer of the Bond, there shall be issued in the name of the transferee or transferees a new fully registered bond or bonds of any authorized denomination or denominations and of the same

maturity and interest rate, and of the same aggregate principal amount, as the surrendered bond. The new bond or bonds shall bear the same date as the date of the surrendered bond but shall bear interest from the immediately preceding interest payment date to which interest has been paid or fully provided for.

This Section is intended to provide the system of registration required by Chapter 9, Title 57, Idaho Code.

Section 7: PREPAYMENT; NO DEFEASANCE

The City reserves the right, at its option, to prepay, on any principal payment date, scheduled installments outstanding on the Bond, in whole or in part. Refunds, extra payments and loan proceeds obtained from outside sources for the purpose of paying down the Bond shall, after payment of interest, be applied to principal. Partial prepayments shall be made in the amount of \$1,000 or multiples thereof. No partial prepayment shall extend or postpone the due date of any subsequent installment. Prepayments shall be made without penalty. Notice of any intended prepayment shall be mailed by certified mail to the Registered Owner of the Bond at its address appearing on the Bond Register, at least thirty (30) days prior to the prepayment date.

So long as the Bond is held by the United States of America as Registered Owner, the Bond shall not be subject to defeasance prior to maturity, in whole or in part.

Section 8: CHARGES

The City has established, may from time to time revise, and shall maintain and collect water rates and charges for furnishing the services of the System to its customers, which rates and charges are, and shall continue to be, uniform as to all persons or properties which are of the same class, which rates and charges shall be collected from the users thereof.

Section 9: PLEDGE OF REVENUES

The Net Revenues of the System are hereby pledged for the payment of the Bond and shall be used and applied in the order of priority provided in Section 11 of this Ordinance.

The City shall establish, revise, maintain, and collect charges sufficient, with other revenues received, after taking into consideration anticipated delinquencies, to provide Net Revenues equal to not less than 1.1 times the average annual debt service on the Bond.

Section 10: THE CAPITAL IMPROVEMENT FUND

There is hereby created a special fund and account known as the "City of New Meadows Water Project Capital Improvement Fund" (the "Capital Improvement Fund"), into which shall be deposited all of the proceeds of the sale of the Bond, to be used and applied for the payment of a portion of the cost and expense of the construction and installation of the Project, including the payment of the principal of and interest on all outstanding bond anticipation notes or other interim

financing. Any interest earnings on moneys invested from the Capital Improvement Fund shall remain in and be used for the purposes of the Capital Improvement Fund. The City's share of any liquidated damages or other moneys paid by defaulting contractors or their sureties will be deposited into said Capital Improvement Fund to assure the completion of the Project.

When the Project has been completed and all costs related thereto have been paid in full, any balance remaining in the Capital Improvement Fund shall be deposited into the Bond Fund described in Section 12 of this Ordinance.

Section 11: THE REVENUE FUND

There is hereby created a special fund, designated the "City of New Meadows Water Revenue Fund" (the "Revenue Fund"), which shall be maintained by the Treasurer and into which the Revenue of the System shall be deposited immediately upon its receipt.

A. Use of Revenues. The Revenue of the System shall be used for the payment of the following obligations in the following order of priority:

- (1) First Charge and Lien: The costs of Operation and Maintenance Expenses.
- (2) Second Charge and Lien: The principal of and interest on the Bond by payment into the Bond Fund, as provided in Section 12 of this Ordinance, and any Additional Bonds.
- (3) Third Charge and Lien: To maintain the Reserve Fund, including the short-lived asset replacement reserve, created by Section 13 of this Ordinance; and
- (4) To administer surplus funds as provided in Subsection C hereof and Section 14.

B. Interest Earnings. Interest earnings on deposits in the Water Revenue Fund shall remain in and be used for the purposes of the Water Revenue Fund.

C. Surplus Funds. Funds remaining in the Revenue Fund after having been applied to designated funds for the purposes provided in this section shall constitute surplus funds and may be used for the purposes set forth in Section 14 of this Ordinance.

Section 12: THE BOND FUND

There is hereby created a special fund, designated the "City of New Meadows Water Revenue Bond Fund" (the "Bond Fund"), which shall be maintained by the Treasurer into which shall be deposited, from the Net Revenues of the System, the following amounts:

A. Each annual installment of principal and interest payable on the Bond shall be payable into the Bond Fund from the Revenue Fund not less than ten (10) days prior to each

payment date, and paid from the Bond Fund to the Registered Owner on or before each payment date. In the event that the single Bond is converted into fully registered serial bonds, as provided in Section 3 of this Ordinance, then there shall be deposited into the Bond Fund from the Revenue Fund on or before the 10th day prior to any interest or principal and interest payment date the amount of interest or principal and interest then falling due on the Bond. The moneys herein allocated shall be used solely to pay currently maturing installments of principal of and interest on the Bond or any serial bonds to which the Bond may be converted.

B. If the City for any reason shall fail to make such deposit, then an amount equal to the deficiency shall be deposited into the Bond Fund from the Reserve Fund, described hereinafter.

Section 13: DEBT SERVICE RESERVE FUND

A. Deposits. There is hereby created a special fund known as the “City of New Meadows Water Revenue Bond Debt Service Reserve Fund” (the “Reserve Fund”), which shall be maintained by the Treasurer so long as the Bond remains outstanding. There shall be deposited into the Reserve Fund, each month from the date of issuance of the Bond, from Net Revenues, an amount equal to one-twelfth of one-tenth of an annual payment of principal and interest on the Bond, and a like sum shall be deposited therein from Net Revenues on each month thereafter, until the reserve equals one annual payment of principal and interest. In addition and until the Bond is fully repaid, at least \$29,196 shall be deposited annually in the Reserve Fund for short-lived asset replacement. The sum so accumulated shall be maintained as a debt service reserve fund and a short-lived asset replacement reserve fund for the Bond, or any serial bonds to which the Bond may be converted, until the Bond or serial bonds have been paid in full. The City shall establish such subaccounts within the Reserve Fund, and shall comply with such restrictions on the investment of moneys in such subaccounts, as may be required by the Tax Certificate executed by the City at the time of the delivery of the Bond.

B. Deficiencies or Withdrawals. Whenever any moneys are withdrawn from the Reserve Fund to pay the principal of or interest on the Bond, or if a deficiency exists therein, the amount so withdrawn or the amount of such deficiency shall be restored by monthly deposits from Net Revenues until there has been restored therein the gross amount provided heretofore in subdivision A of this Section.

C. Refunding. In the event refunding bonds are ever issued, the amount set aside into the Reserve Fund to secure the payment of the Bond may be used to retire bonds or may be held in the Reserve Fund to secure payment of the refunding bonds issued, to refund the outstanding refunding bonds, or may be held in the Reserve Fund to secure the payment of any other issue or series of bonds payable out of the Bond Fund and issued on a parity with the Bond.

D. Investments. All moneys in the Reserve Fund may be kept in cash or deposited in institutions permitted by law in an amount in each institution not greater than the amount insured by any department or agency of the United States Government, or may be invested and reinvested in any readily marketable legal investment permitted for City moneys maturing not later than the last maturity date of any outstanding bonds. Interest earned on any such investment shall be deposited, directly as earned, into the Bond Fund.

Section 14: SURPLUS FUNDS

Funds remaining in the Revenue Fund after having been applied to or designated funds for the purposes provided in Section 11A of this Ordinance shall constitute surplus funds and may be used for any of the following purposes:

- A. To pay the costs of unusual or extraordinary maintenance of or repair to the System;
- B. To pay the principal of and interest on any subordinate lien obligations which may have been issued to provide water facilities in or for the City;
- C. To improve, extend, enlarge, or replace any City domestic water facilities;
- D. To acquire or construct additional domestic water facilities in or for the City;
- E. To call or redeem prior to their fixed dates of maturity any bonds or other obligations issued to provide domestic water facilities for the City; and
- F. For any other lawful System purpose.

Section 15: ADDITIONAL BONDS OR OTHER OBLIGATIONS

A. Limitation Upon Issuance of Parity Obligations. Nothing contained in this Ordinance shall be construed in such a manner as to prevent the issuance by the City of Additional Bonds or other additional obligations payable from the Net Revenues on a parity with, but neither prior nor superior to, the lien of the Bond herein authorized; provided, however, that before any such Additional Bonds or other additional parity obligations are authorized or actually issued:

- (1) Any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.
- (2) The City is not, and has not been, in default as to any payments required by the provisions of this Ordinance for a period of not less than twelve (12) months immediately preceding the issuance of such Additional Bonds or other additional parity obligations.
- (3) The Net Revenues of the System for the past twelve (12) consecutive months immediately preceding the year of the issuance of such Additional Bonds shall have been sufficient to pay the Operation and Maintenance Expenses of the water System for said past twelve (12) months, and, in addition, sufficient so that the Net Revenues for such preceding year equal an amount representing at least 110% of the annual principal and interest requirements of the outstanding Bond, and any other obligations of the City payable from the Net Revenues of the System.

(4) The Estimated Net Revenues of the System for the twelve-month period immediately succeeding the issuance of the bonds or other obligations proposed to be issued will be not less than 110% of the annual principal and interest requirements of the Bond and any other obligations of the City payable from the Net Revenues of the System, plus the average annual principal and interest requirements of the Additional Bonds or other obligations proposed to be issued.

(5) A written certification by an independent certified public accountant that the 110% Net Revenue requirement of subsection (3) above, and the 110% Estimated Net Revenues requirement of subsection (4) above have been satisfied shall be obtained and filed with the City, which certification shall be conclusively presumed to be accurate in determining the right of the City to authorize, issue, sell, and deliver said Additional Bonds or other additional obligations on a parity with the Bond authorized herein.

(6) The foregoing limitations, or any of them, may be waived or modified by the written consent of the Registered Owner of not less than 75% of the principal amount of the Bond then outstanding.

B. Parity Bonds to Complete Project. In the event grant funds, plus the proceeds of the Bond provided for in this Ordinance, are insufficient to complete the Project, then parity bonds or other obligations may be issued to complete the Project, and the restrictions set forth in this Section pertaining to the issuance of parity bonds shall not apply, provided that any consent required by the Loan and Grant Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.

C. Subordinate Lien Bonds. No provision of this Ordinance shall be deemed to limit or restrict the power of the City to issue bonds, notes or warrants, or to make pledges of the revenues which shall be subordinate as to the lien of the Bond and which shall provide for compliance with the current provisions hereof prior to the application of any funds to said subordinate purpose, provided that any consent required by the Loan and Grant Approval Conditions and Loan Resolution referred to in Section 3 of this Ordinance shall have been obtained.

D. Refunding. The restrictions with respect to the issuance of parity obligations shall not apply if such additional parity bonds proposed to be issued are for the sole purpose of refunding outstanding water revenue bonds.

Section 16: INVESTMENTS

Surplus funds in any of the Funds set forth in this Ordinance may be invested in securities as permitted by law. Any income from these investments will be considered Revenue of the System.

Section 17: GENERAL COVENANTS

For the protection and security of the Bond, it is covenanted and agreed to and with the Registered Owner of the Bond, that the City will perform the following covenants:

A. Complete Project. It will complete the construction of the Project with all practical dispatch and in a sound and economical manner.

B. Operate System. It will operate the System in an efficient and economical manner and prescribe, revise, and collect such charges in connection therewith so that the services, facilities, and properties of the System may be furnished at the lowest possible cost consistent with sound economy and prudent management.

C. Good Repair. It will operate, maintain, preserve, and keep the System and every part hereof in good repair, working order, and condition.

D. Corporate Status. It will maintain its status as a municipal corporation of the State of Idaho and will take no steps to disincorporate or otherwise change its corporate status.

E. Preserve Security. It will preserve and protect the security of the Bond and the rights of the Registered Owner thereof.

F. Collect Revenues. It will collect and hold in trust the revenues and other funds pledged to the payment of the Bond and apply such revenue or other funds only as provided in this Ordinance.

G. Service Bond. It will pay and cause to be paid punctually the principal of the Bond and the interest thereon on the date or dates and at the place or places and in the manner mentioned in the Bond, and in accordance with this Ordinance.

H. Pay Claims. It will pay and discharge any and all lawful claims for labor, materials, and supplies which, if unpaid, might by law become a lien or charge upon the Revenue of the System, or any part of said Revenue of the System, or any funds in the hands of the Treasurer, prior or superior to or on parity with the lien of the Bond or which might impair the security of the Bond, to the end that the priority and security of the Bond shall be fully preserved and protected.

I. Encumbrances. It will not mortgage or otherwise encumber, sell, lease, or dispose of the System or any part thereof, nor enter into any lease or agreement which would impair or impede the operation of the System or any part thereof necessary to secure adequate revenues for the payment of the principal of and interest on the Bond, nor which would otherwise impair or impede the rights of the Registered Owner of the Bond with respect to such revenues of the operation of the System without provisions for the retirement of the Bond then outstanding from the proceeds thereof, nor, so long as the Bond is held by the United States of America as Registered Owner, without the consent of the Registered Owner.

J. Insurance. It will procure and keep in force insurance upon all buildings and structures of the System and the machinery and equipment therein, which are usually insured by entities operating like property, in good and responsible insurance companies. The amount of the insurance shall be such as may be required to adequately protect it and the Registered Owner of the Bond from loss due to any casualty, and in the event of any such loss, the proceeds shall be used to repair or restore the System or for the payment of the Bond issued under this Ordinance.

K. Fidelity Bonds. It will procure suitable fidelity bonds covering all of its officers and other employees charged with the operation of the System and the collection and disbursement of revenues therefrom.

L. Engineers. It will employ consulting engineers of acknowledged reputation, skill, and experience in the improvement and operation of the System for any unusual or extraordinary or significant items of maintenance, repair, or betterments as shall be required from time to time, all reports, estimates, and recommendations of such consulting engineers to be filed with the Clerk and furnished to the Registered Owner of the Bond issued hereunder, upon request.

M. Accounts. It will keep proper and separate accounts and records in which complete and separate entries shall be made of all transactions relating to the System, and it will furnish complete operating and income statements upon request.

N. Delinquencies. It will not furnish water service to any customer whatsoever free of charge, and it shall not later than sixty (60) days after an account becomes delinquent, take such legal action as may be reasonable to enforce collection of any collectible delinquent account.

Section 18: SPECIAL COVENANTS

The City further covenants and agrees:

A. In accordance with Section 149(a) of the Internal Revenue Code of 1986, as amended (the "Code"), the Bond, and any serial bonds to which it may be converted, shall be issued and remain in fully registered form in order that interest thereon be excluded from gross income of the owner or owners for federal income tax purposes. The City covenants and agrees that it will take no action to permit the Bond, or any serial bonds to which it may be converted, to be issued in or converted to bearer or coupon form.

B. The Bond is hereby designated as a "qualified tax-exempt obligation" within the meaning and for the purposes of Section 265(b)(3) of the Code, and the City does not reasonably anticipate that it will designate more than \$10,000,000, including the Bond, as qualified tax-exempt obligations during the calendar year in which the Bond is issued.

C. None of the proceeds of the Bond will be used, directly or indirectly, (i) to make or finance loans to persons or (ii) in any trade or business carried on by any person (other than as a member of the general public). For purposes of the preceding sentence, the term "person" does not include a government unit other than the United States or any agency or instrumentality thereof,

and the term “trade or business” means any activity carried on by a person other than a natural person. The City further covenants and agrees to take no action which would cause the Bond to be a “private activity bond,” nor will it omit to take any action necessary to prevent the Bond from becoming a “private activity bond,” within the meaning of Section 141 of the Code.

D. The City has general taxing powers. The Bond is not a “private activity bond” within the meaning of Section 141 of the Code. 95% or more of the net proceeds of the Bond is to be used for the local governmental activities of the City. The City has no subordinate entities. The City has not issued, and does not reasonably anticipate that it will issue, tax-exempt obligations in the calendar year in which the Bond is issued in a face amount which exceeds \$5,000,000. Accordingly, under Section 148(f)(4)(D) of the Code, the City is not required to pay rebates to the United States under Section 148(f) of the Code.

E. The Mayor, Clerk, and Treasurer, and other appropriate officials of the City, or any one or more of such officials, as may be appropriate, are each hereby authorized and directed to execute, on behalf of the City, such certificate or certificates as shall be necessary to establish that the Bond is not an “arbitrage bond” within the meaning of Section 148 of the Code and the Treasury Regulations promulgated thereunder, and to establish that interest on the Bond is not and will not become includable in the gross income of the owner(s) of the Bond under the Code and applicable regulations. The City covenants and agrees that no use will be made of the proceeds of the Bond, or any funds of the City which may, pursuant to Section 148 of the Code and applicable regulations, be deemed to be proceeds of the Bond, which would cause the Bond to be an “arbitrage bond” within the meaning of Section 148 of the Code. The City further covenants to comply throughout the term of the Bond with the requirements of Section 148 of the Code and the regulations promulgated thereunder in order to prevent the Bond from becoming an “arbitrage bond.”

F. The City will comply with the information reporting requirements of Section 149(e) of the Code.

G. None of the proceeds of the Bond will be used to reimburse the City for capital expenditures made prior to the date of delivery of the Bond unless the City, not later than 60 days after the payment of such expenditure, shall have adopted an official intent resolution as provided by Section 1.150-2 of the Treasury Regulations.

Section 19: AMENDMENTS

A. The City from time to time and at any time may adopt an ordinance or ordinances supplemental hereto, which ordinance or ordinances thereafter shall become a part of this Ordinance, for any one or more of all of the following purposes:

- (1) To add to the covenants and agreements of the City in this Ordinance, other covenants and agreements thereafter to be observed, which shall not adversely affect the interest of the Registered Owner of the Bond, or to surrender any right or power herein reserved.

(2) To make such provisions for the purpose of curing any ambiguities or of curing, correcting, or supplementing any defective provisions contained in this Ordinance, or any ordinance authorizing future bonds in regard to matters or questions arising under such ordinances as the Council may deem necessary or desirable and not inconsistent with such ordinances and which shall not adversely affect, in any material respect, the interest of the Registered Owner of the Bond.

Any such supplemental ordinance may be adopted without the consent of the Registered Owner of the Bond at any time outstanding, notwithstanding any of the provisions of subsection B of this Section.

B. With the consent of the Registered Owner of not less than 75% in aggregate principal amount of the Bond at the time outstanding, the Council may adopt an ordinance or ordinances supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Ordinance or of any supplemental ordinance; provided, however, that no such supplemental ordinance shall:

(1) Extend the fixed maturities of the Bond, or reduce the rate of interest thereon, or extend the time of payments of interest from their due date, or reduce the amount of the principal thereof, or reduce any premium payable on the redemption thereof, if applicable, without the consent of the Registered Owner of the Bond so affected; or

(2) Reduce the aforesaid percentage of the Registered Owner required to approve any such supplemental ordinance.

It shall not be necessary for the consent of the Registered Owner under this subsection B to approve the particular form of any proposed supplemental ordinance, but it shall be sufficient if such consent shall approve the substance thereof.

C. Upon the adoption of any supplemental ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties, and obligations of the City under this Ordinance and the Registered Owner of the Bond outstanding hereunder shall thereafter be determined, exercised, and enforced thereunder, subject in all respects to such modification and amendments, and all terms and conditions of any such supplemental ordinance shall be deemed to be part of the terms and conditions of this Ordinance for any and all purposes.

D. Any Bond executed and delivered after the execution of any supplemental ordinance adopted pursuant to the provisions of this Section may have a notation as to any matter provided for in such supplemental ordinance, and if such supplemental ordinance shall so provide, new bonds so modified as to conform, in the opinion of the Council, to any modification of this Ordinance contained in any such supplemental ordinance, may be prepared and delivered without

cost to the Registered Owner of the Bond then outstanding, upon surrender for cancellation of the Bond.

Section 20: VALIDITY OF ISSUANCE

The Bond is issued pursuant to the Idaho Revenue Bond Act, being Idaho Code Sections 50-1027 through 50-1042. This recital is conclusive evidence of the validity of the Bond and the regularity of its issuance.

Section 21: REGISTERED OWNER'S REMEDIES - RECEIVER

By action or suit in equity, the Registered Owner or subsequent owners of the Bond may, in the event of a material violation of any of the foregoing covenants, cause the appointment of a receiver, which receiver may enter and take possession of the System and any Net Revenues for the payment of the Bond, prescribe fees to be derived from the System, and collect, receive, and apply all Net Revenues of other moneys pledged for the payment of the Bond in the same manner as the City might do in accordance with the obligations of the City.

Section 22: ORDINANCE A CONTRACT

The provisions of this Ordinance shall constitute a contract between the City and the Registered Owner so long as the Bond hereby authorized remains unpaid.

Section 23: SEVERABILITY

If any one or more of the covenants or agreements provided in this Ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements in this Ordinance and shall in no way affect the validity of the other provisions of this Ordinance or of the Bond.

Section 24: REPEALER

All prior ordinances or parts thereof, to the extent inconsistent herewith, are hereby repealed and shall, to the extent of such inconsistency, have no further force or effect.

Section 25: AUTHORIZATION

The Mayor, City Clerk, and City Treasurer, or any one of such officers, as may be appropriate to the circumstances, are hereby authorized to execute, on behalf of the City, all such additional documents as may be necessary to effect the sale and delivery of the Bond.

Section 26: PUBLICATION AND EFFECTIVE DATE

This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon passage, approval, and publication.

DATED this 23rd day of October, 2023.

CITY OF NEW MEADOWS
Adams County, Idaho

By _____
Mayor

ATTEST:

City Clerk

(S E A L)

ORDINANCE TBD-2023 ZONING AMENDMENT TINY HOMES

AN ORDINANCE OF THE CITY OF NEW MEADOWS, ADAMS COUNTY, IDAHO, AMENDING THE NEW MEADOWS CITY CODE AS FOLLOWS: AMENDING TITLE 10, CHAPTER 11, *SUPPLEMENTARY ZONING REGULATIONS*, ADDING *TINY HOME / PARK MODEL / COTTAGE REGULATIONS*.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NEW MEADOWS, IDAHO:

Section 1: That 10-11, *Supplementary Zoning Regulations*, is hereby AMENDED as follows to wit:

10-11-9 Park Model / Tiny Home / Cottages Regulations

No park model / tiny home / cottage shall be placed on any property, except as permitted by New Meadows City Code.

- A. All tiny homes / park models / cottages shall be installed on a permanent foundation, and shall be connected to City water, sewer, and electric utilities.
- B. Tiny homes / park models / cottages shall follow setbacks and other requirements of the zone in which they reside. Lot coverage and number of units may be adjusted on any property based on the design review of the city council.
- C. Each tiny home / park model / cottage shall contain one off-street parking space per designated dwelling unit.
- D. Each tiny home / park model / cottage shall comply with all adopted standards for fire access required to protect each residence.
- E. Tiny homes / park models / cottages shall comply with all adopted City standards for the location and width of utility easements.
- F. Each tiny home / park model / cottage shall require approval of a Conditional Use Permit, and shall follow the design review process as outlined in 10-4-3.
- G. Tiny homes / park models / Cottages require building permits and must meet residential building code standards.
- H. Tiny homes/ Park Models/ Cottages may only be used for long term rentals if not for sale.**

Section 2: Effective Date

This ordinance shall be in full force and effect, after passage by the New Meadows City Council, signed by the Mayor, and publication of the ordinance according to law.

PASSED AND APPROVED by the Mayor and Council of the City of New Meadows on this 23rd day of October, 2023.

**ORDINANCE TBD-2023
ZONING AMENDMENT TINY HOMES**

Julie A Good, Mayor

ATTEST: _____
Kyla Gardner, City Clerk

ORDINANCE TBD-2023
YARD AMENDMENT

AN ORDINANCE OF THE CITY OF NEW MEADOWS, ADAMS COUNTY, IDAHO, AMENDING TITLE 10, CHAPTER 11, YARDS, OF THE NEW MEADOWS CITY CODE AS FOLLOWS: IN SECTION 1.02, YARDS, REMOVING FRONT YARDS AND ADDING NO FENCE SHOULD BE TALLER THAN SIX FEET (6'); YARDS, GATE REQUIREMENTS SECTION 1.04 YARDS, PROVIDING FOR DESIGN REVIEW REQUIRED FOR ALL YARD PERMITTER FENCES;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NEW MEADOWS, IDAHO:

Section 1: That Chapter 10, Zoning Regulations, of Title 11, Health, Supplementary Zoning Regulations, of the New Meadows City Code be, and the same is hereby AMENDED as follows, to-wit:

1.02. Fences and Wall in any required front yard, no fence or wall shall be permitted that is taller than six feet (6'). One side of the property shall have a non-sight obscuring gate at least three feet (3') wide and no more than five feet (5') tall.

1.04. A design review is required for all yard perimeter fences.

Section 2: This ordinance shall be in full force and effect after its passage, approval, and publication, according to law.

PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF NEW MEADOWS, IDAHO, THIS 23rd DAY OF OCTOBER, 2023.

Approved:

Attest:

Julie A. Good, Mayor

Kyla Gardner, City Clerk

All Seasons Refrigeration & HVAC, LLC

PO Box 554
New Meadows, ID 83654

Date: October 11, 2023

To: City of New Meadows

Project Name: Torch

Terms: 15 Net



ESTIMATE

QTY	MARK NO.	MODEL NO.	DESCRIPTION	
			Sterling Unit Heater for Shop, Gas Fired - Spark Ignition, Vent Kit for sealed Combustion, Non Prog. Stat w/fan switch: includes parts, equipment, materials, freight and labor. Installed in compliances with all State and Local codes.	\$7,788.40
			** Could exchange labor on this project for rent credit on All Seasons Refrigeration & HVAC, LLC's shop rent at 104 W. Taylor St. New Meadows (\$1,520.00)	
			SUBTOTAL	

NOTES:

Tax is NOT included in this Proposal and will be added if applicable.

WE PROPOSE hereby to furnish material-complete in accordance with the above listing.

Authorized Signature *Dollie Black*
Dollie Black

These Prices are valid for not more than THIRTY (30) days from the date of the Proposal unless noted otherwise.

ACCEPTANCE OF PROPOSAL The above prices and conditions are satisfactory and hereby accepted.

Authorized Signature _____
Date of Acceptance _____

City of New Meadows Short Term RV Use Permit Application

Permit Type: Emergency Transitional Displacement Vacation

Applicant Information:

Property Owner Information:

Applicant Name: Lawanna Brown

Same as applicant

Applicant Mailing Address: P.O. Box 801

Name: Carla H. Johnson

Physical Address for RV: 317 1/2 Taylor St. New Meadows

Mailing Address: 8108 Fort Wilson Dr

Applicant Phone Number: _____

Physical Address: _____

RV License #: _____

Phone Number: _____

RV License Expiration Date: 9/10/24

Property Zone: Commercial

Complete the section below that pertains to the permit you are applying for.

E Emergency Permit: due to: Fire Flood Wind Earthquake Other: _____

RV Location: My Property The Property of: _____

Please Initial:

___ I have provided proof of the emergency (photos, contracts for repair, maintenance, etc.)

___ I have provided written permission to place RV on a property other than my own.

___ I understand the permit is valid for 30-90 days with one extension, if necessary.

___ My RV will be occupied only by myself and immediate family.

___ My RV will not be parked on any street.

___ My RV will not be parked in any easement from November 1st - April 30th.

T Transitional Permit: (residing in RV while building a home)

Please Initial:

___ I have provided a copy of my building permit.

___ I have provided a copy of my building contract or manufactured home purchase agreement.

___ I understand the permit is valid for 180 days with one 90-day extension, if necessary.

___ My RV will be occupied only by myself and immediate family.

___ My RV will not be parked on any street.

___ My RV will not be parked in any easement from November 1st - April 30th.

V Vacation Permit: (family / friends residing in RV on my property for up to 14 days per visit)

Please Initial:

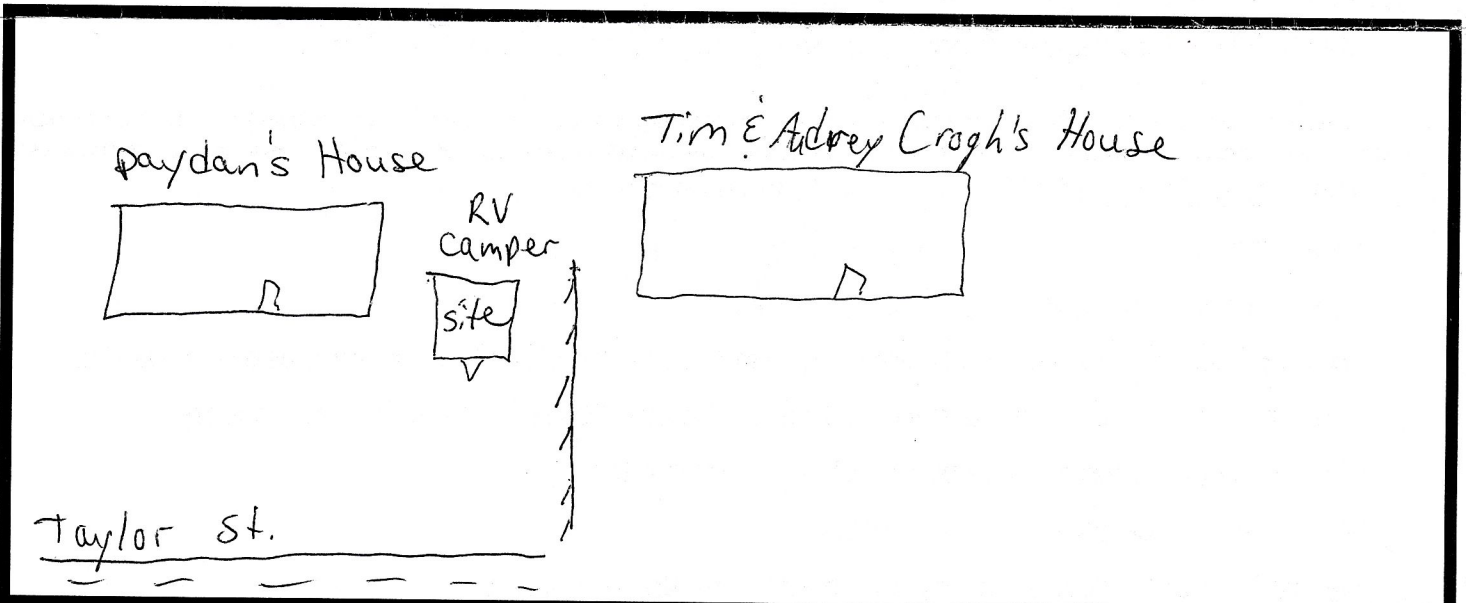
- ___ I have read, understand, and will comply with city code regarding RVs in the city limits.
- ___ This permit shall allow for up to 30 days of vacation RV use on my property in a 1-year period.
- ___ Visitors shall not remain for more than 14 consecutive days.
- ___ My property is set up for RV vacation use as per the zoning code.
- ___ The RV will not be parked on any street or easement.
- ___ The RV will not be connected to the City sewer system.
- ___ I will acquire an updated vacation permit each time an RV is occupied on my property.

D Displacement Permit: (unable to find adequate housing)

Please Initial:

- LB* My RV design and plan was approved by Planning & Zoning.
- LB* My RV will be placed in a residential zone.
- LB* My RV is fully operational & will be tied to the City's water and sewer system permanently.
- LB* My RV will comply with setbacks on the property.
- LB* My RV will be placed on a level pad of concrete or gravel.
- LB* I understand this permit is to be renewed every 180 days.

Please provide a diagram showing where on the property the RV will be placed. Include current structures, cross roads, setbacks, and any other pertinent information: separate sheet provided



City of New Meadows Short Term RV Use Permit Application

AFFIDAVIT OF LEGAL INTEREST

(If required)

STATE OF IDAHO,)
) ss.
County of Adams.)

I, Darla H. Johnson, residing at 8108 Fort Wilson Dr,
(name) (street address)
Payette, ID 83661, being first duly
(city) (state) (zip code)

sworn upon oath, depose and say:

1. That I am the record owner of the property described on the attached, or have provided a purchase contract, and I grant my permission to:

Darla H. Johnson, 8108 Fort Wilson Dr Payette Id 83661 to place an RV on
(name) (address)

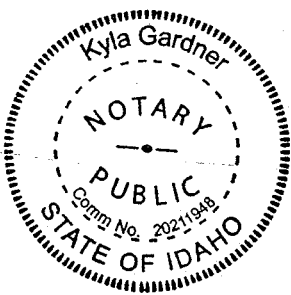
my property per the terms of this application and the Short Term RV Use Ordinance.

2. I agree to indemnify, defend and hold the City of New Meadows and its employees harmless from any claim or liability resulting from any dispute as to the statements contained herein or as to the ownership of the property which is the subject of the application.

DATED this 19 day of Oct, 2023

Darla H. Johnson
(signature)

SUBSCRIBED AND SWORN to before me the day and year first above written.



Kyla Gardner
Notary Public of Idaho

Residing at: New Meadows

My commission expires: 4/30/27

Receipt # _____

City of New Meadows Short Term RV Use Permit Application

An RV Short Term Use Permit may be issued subject to the regulations contained in the New Meadows City Code and is hereby agreed that the use of RVs on private property be in accordance with the specifications stated in the City code and this application.

Applicant Signature: Lawana B... Property Owner Signature: Darla Johnson

Office Use Only

Date Received: 10/19/23 Staff Initials: KG Application Complete: Yes No
Application Approved Denied Permit # Issued: _____
Fee Paid _____ No Fee Receipt #: _____ Permit Expiration Date: _____

Emergency 30-90 days (one 30-90 day extension)

Date of initial Permit Issuance: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____

Transitional 90-180 days (one 90 day extension)

Date of initial Permit Issuance: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____

Vacation 30 days annually - \$100 annually or \$5 per visitor non-refundable

Date of initial Permit Issuance: _____ Dates of use: _____ Dates of use: _____
Expiration Date of Permit: _____ Dates of use: _____ Dates of use: _____

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30

Displacement 180 days (180 day extension) Sunsets 2023

Date of Council Approval: _____ Date of Council Approval: _____ Date of Council Approval: _____
Date of initial Permit Issuance: _____ Date of Extension: _____ Date of Extension: _____
Expiration Date of Permit: _____ Expiration of Extension: _____ Expiration of Extension: _____

10/17/23
13:52:46

CITY OF NEW MEADOWS, IDAHO
Claim Approval List
For the Accounting Period: 10/23

Page: 1 of 1
Report ID: AP100V

For Date Posted = 10/17/23
* ... Over spent expenditure

Claim/	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
5969		363	Franz Witte Landscape	2,450.00								
			Park Christmas Tree/ Paid for with Donations City Recieived in Fall 23.									
		597	09/11/23 Park Christmas Tree	2,450.00			1		41600	324		10102
			Total for Vendor:	2,450.00								
			# of Claims	1								
			# of Vendors	1								
			Total:	2,450.00								

10/23/23
13:50:46

CITY OF NEW MEADOWS, IDAHO
Claim Approval List
For the Accounting Period: 9/23

Page: 1 of 1
Report ID: AP100V

For dates posted from 10/12/23 to 10/23/23
* ... Over spent expenditure

Claim/ 5978	Check	Invoice #/Inv Date/Description	Vendor #/Name/ 415 Crestline Engineers	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
			Task 1- Project Management, Administration	10,950.00								
			Task 2- Transportation Plan Update									
			3967 10/19/23 Transportation Plan Update	10,950.00			1		41500	803		10102
			Total for Vendor:	10,950.00								
			# of Claims	1								
			# of Vendors	1								

For dates posted from 10/12/23 to 10/23/23
* ... Over spent expenditure

Claim/	Check	Invoice #/Inv Date/Description	Vendor #/Name/	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
5977		667 A.M.E. Electric, Inc VFD, Modem & Programming Replace PLC	5,794.00									
231223-1		10/12/23 VFD, Modem & Program	5,179.00			65	65	43220	324			10102
231571		10/16/23 Replace PLC	615.00			65	65	43220	324			10102
		Total for Vendor:	5,794.00									
5976		E 253 Christensen Inc. dba United Oil	445.54									
1030339		10/15/23 Fuel -Streets	63.13			60	60	43320	630			10102
1030339		10/15/23 Fuel - Sewer	63.14			65	65	43220	630			10102
1030339		10/15/23 Fuel - Water	63.14			60	60	43320	630			10102
1030339		10/15/23 Fuel - Grader - Streets	85.37			1	1	41500	630			10102
1030339		10/15/23 Fuel - Grader - Water	85.38			60	60	43320	630			10102
1030339		10/15/23 Fuel - Grader - Sewer	85.38			65	65	43220	630			10102
		Total for Vendor:	445.54									
5975		E 405 CORE & MAIN LP	348.23									
		Valve riser for distribution line part of water project	348.23									
		T700667 10/04/23 Valve Riser Box	348.23			60	60	43331	829			10102
		Total for Vendor:	348.23									
		*** Claim from another period (9/23) ****	10,950.00									
5978		415 Crestline Engineers	10,950.00									
		Task 1- Project Management, Administration										
		Task 2- Transportation Plan Update										
3967		10/19/23 Transportation Plan Update	10,950.00			1	1	41500	803			10102
		Total for Vendor:	10,950.00									
5979		717 Grissom, Hoffman & Mohr, PLLC	8,978.34									
		Feasibility Study and Concept Design										
		23-027-002 09/29/23 Childcare Center Concept	3,950.00			1	1	43151	324			10101
		23-027-001 08/29/23 Childcare Center Feasibilt	5,028.34			1	1	43151	324			10101
		Total for Vendor:	8,978.34									

For dates posted from 10/12/23 to 10/23/23
* ... Over spent expenditure

Claim/	Check	Invoice	Vendor #/Name/ #/Inv Date/Description	Document \$/ Line \$	Disc \$	PO #	Fund	Org	Acct	Object	Proj	Cash Account
5972			701 McDaniel, Ivan	42.20								
			CDL License reimbursement									
			10/12/23 CDL	42.20			65		43220	520		10102
			Total for Vendor:	42.20								
5970			E 500 SPARKLIGHT formerly Cable One	95.35								
			Internet Services									
			10/11/23 Internet - General	31.78			1		41100	308		10102
			10/11/23 Internet - Water	31.78			60		43320	308		10102
			10/11/23 Internet - Sewer	31.79			65		43220	308		10102
			Total for Vendor:	95.35								
5971			E 22 State Insurance Fund	2,852.00								
			Installment Premium 10/1/23-10/1/24									
			27979416 10/11/23 Work Comp Premium (General)	950.66			1		41200	217		10102
			27979416 10/11/23 Work Comp Premium (Water)	950.67			60		43320	217		10102
			27979416 10/11/23 Work Comp Premium (Sewer)	950.67			65		43210	217		10102
			Total for Vendor:	2,852.00								
5973			E 146 The Record Reporter	294.32								
			Ordinance 394-2023, Ordinance 395-2023, Public Hearing Notice for Crossroads									
			Design Review and 309 S. Heigho									
			10/11/23 Ordinance	64.53			65		43220	309		10102
			10/11/23 Ordinance	64.54			60		43320	309		10102
			10/11/23 Ordinance	64.53			1		41500	309		10102
			10/11/23 Public Hearing	100.72			1		41300	309		10102
			Total for Vendor:	294.32								
5974			697 U.S. Bank Equipment Finance	311.56								
			Photocopier Lease									
			512284001 10/01/23 Photocopier Lease	103.85			1		41100	709		10102
			512284001 10/01/23 Photocopier Lease	103.86			60		43320	709		10102
			512284001 10/01/23 Photocopier Lease	103.85			65		43220	709		10102
			Total for Vendor:	311.56								
			# of Claims	10								
			Total:	30,111.54								
			Total Electronic Claims	4,035.44								
			Total Non-Electronic Claims	26076.10								
			# of Vendors	5								

NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD TUESDAY, October 10, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS

ROLL CALL / PLEDGE OF ALLEGIANCE

Present at City Hall were Council Members Jeff Parnett, Troy Black, Shiloh Ryker and Mayor Julie Good. Council member Josh Carr Joined Via zoom at 6:47 pm.

Staff present at City Hall were Kyla Gardner, and Hunter Brown. City Attorney Dick Stubbs was present via zoom.

Public Present at City Hall were Kayrene Brown, Bill & Donna Brown, Jacob Rhodes, Aaron Priddy, Kym Lamb, Kristie Scott and Tim Jeffs.

Mayor Good opened the meeting at 6:32 P.M. and led the Pledge of Allegiance.

Kyla Good read the Mission statement.

PUBLIC INPUT

- No public input

REPORTS

Mayor's Report

- See Attached

Staff Reports

- Staff reports were reviewed by the Council. There were no questions.

Hunter Brown Report

- Hunter made a presentation on the IRWA Conference he attended in September. Hunter attended 7 classes. He shared what he learned about proper procedures to make a safe environment to work in, including the use of proper PPE.

Parks and Rec Meeting Minutes

- The Council reviewed the minutes from the Parks & Recreation Committee.

DISCUSSION ITEMS

RV Use Review

- Mayor Good opened a discussion to review the RV use Ordinance. Council member Ryker is concerned about the permit only saying landowner and asked if it should require the tenant to fill out the permit and not just the landowner, Mayor Good reminded the Council that it is landowner that fills it out to make sure they are aware of what is happening on their property. Ryker Suggested authorized use from the landowner. Mayor Good requested the application be placed on the next agenda for review and possible change.

Conditional Use Permit- Browns Mountain Recycling

- Mayor Good reviewed why The City was contacted by DEQ and the events that lead to reviewing Brown's Mountain Recycling's conditional use permit which is non-compliant. When DEQ notified the city, Mayor Good, with the approval of the City Council, asked Brown's Mountain Recycling to cease and desist operation from the facility while they worked on getting in compliance with DEQ.

NEW MEADOWS CITY COUNCIL MEETING MINUTES

HELD TUESDAY, October 10, 2023 AT 6:30 P.M.

CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS

- Bill and Donna Brown explained they have had financial and other personal difficulties which hampered the completion of the CUP requirements.
- Jacob Rhodes explains their plan of action to come into compliance. He expressed that part of it will be done by the end of next summer.
- City Council member Carr and Ryker both encouraged working together to come up with a plan with timelines that can be met by Brown's Mountain Recycling.
- Mayor Good expressed concern that the CUP was issued in 2014 and it is extremely past the deadline of when it needed to be completed.
- City Council will provide the list of CUP items that need to be addressed by Brown's Mountain Recycling which needs to be incorporated into a plan before the next city council meeting. The City Council will use that information to make a valid decision on the next steps toward bringing the CUP into compliance.

ACTION ITEMS

Industrial Park Sign Location

- After reviewing the possibilities, the Industrial Park Sign will be moved to the west end of the park by the S Commercial/Hwy 95 intersection. This will be a new sign fashioned in the style of the Depot sign across the street. was assigned to find out who built the depot sign and let the Council know what it will take to do the project.

Building Official Services Agreement

- Council Member Ryker Moved to approve the Building Official Services Agreement for the year starting October 1, 2023 . Council Member Parnett Seconded the Motion Roll Call Vote Black- Yes, Ryker- yes, Parnett- yes, and Carr- yes. Motion carried.

Ordinance TBD-2023 Zoning Map Amendment Crossroads Lots 5&6

- Council Member Ryker moved to introduce Ordinance TBD-2023 Zoning Map Amendment Crossroads Lots 5&6, and suspend the rules requiring three separate readings on three separate days and read by title only once. Council Member Parnett second the motion. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.
- Clerk Gardner Read by title only once.
- Council Member Ryker moved to approve ordinance TBD-2023 Zoning Map Amendment Crossroads Lots 5&6 Council Member Parnett seconded the motion. Roll Call Vote Black- Yes, Ryker- yes, Parnett- yes, and Carr- yes. Motion carried.

Resolution TBD-2023 Water/Sewer Billing Policy

- Council Member Ryker moved to approve Resolution TBD-2023 Water / Sewer Billing Policy with typos corrected. Council Member Parnett second the motion. Roll Call Vote Black- Yes, Ryker- yes, Parnett- yes, and Carr- yes. Motion carried.

NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD TUESDAY, October 10, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS

Water/Sewer Billing Policy Letter

- Council Member Ryker moved to approve the Water/ Sewer Billing Policy letter. Council member Parnett seconded the motion. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.

Resolution TBD-2023 East Park Addresses

- Council Member Ryker moved to approve Resolution TBD-2023 East Park Addresses. Council Member Parnett second the motion. Roll Call Vote Black- Yes, Ryker- yes, Parnett- yes, and Carr- yes. Motion carried.

Trees in Front of Reader Board

- Council member Parnett moved to approve taking the trees down in the park. Council member Ryker seconded the motion. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.

Addition/Removal of Bank Acct. Signers

- Council member Parnett moved to approve the removal of Angie Mettie and Kaytlyn Gilliam and the addition of Troy Black and Brianna Hoxie to bank account. Council member Ryker seconded the motion. . Roll Call Vote Black- Yes, Ryker- yes, Parnett- yes, and Carr- yes. Motion carried.

CONSENT AGENDA

The Consent Agenda included September 2023 Payroll, September Claims Approval List, and October Claims Approval List.

- Council Member Ryker moved to approve the Consent Agenda; Council Member Parnett seconded the motion. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion Carried.

FUTURE MEETING TOPICS

Future meeting topics included, Public Hearings, Fence ordinance, water rate review, Brown's CUP, back up operator contract Warren Drake, Brianna's Second job approval, Bond ordinance 397-2023, and RV application review.

ADJOURNMENT

The meeting was adjourned at 8:04 P.M.

 Julie A. Good, Mayor

ATTEST: _____
 Kyla Gardner, City Clerk

**NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD TUESDAY, October 10, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS**

Item 20.

DRAFT

NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD MONDAY, September 25, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS

ROLL CALL / PLEDGE OF ALLEGIANCE

Present at City Hall were Council Members Jeff Parnett, Josh Carr, Troy Black and Mayor Julie Good. Shiloh Ryker was present via zoom.

Staff present at City Hall were Kyla Gardner, Brianna Hoxie And Kirk Kundrick. City Attorney Dick Stubbs and Dana Kautz was present via zoom.

Public Present at City Hall were Kristie Scott, Ann Dechambeau, Tracy Peterson, Elaine Merritt, Daniel D’lerma, Ken Crogh, Bill & Donna Brown, Westford Marshall, Traci Foster, Jacob Rhodes, Staci Albers, Kayrene Brown, Joe & Olivia Sullivan, DeeDee Mathews, And Chris Peterson. Drew Dodson was present Via Zoom.

Mayor Good opened the meeting at 6:32 P.M. Troy Black led the Pledge of Allegiance.

PUBLIC INPUT

There was no public input.

REPORTS

Mayor’s Report

See Attached

Kirk Kendrick spoke on the city’s water smell. Sulfur is a substance in the ground that when met with air makes a rotten egg smell. This is not harmful. Once the well station is up and running it will have time to mix and eliminate the bad sulfur smell.

DISCUSSION ITEMS

Park Trees Blocking Reader Board

- Mayor Good expressed her concern about the trees in the park being a nuisance, She suggested the trees be trimmed and to take out the one tree that is leaning. MV School indicated that they would fix the reader board if the trees were addressed. The city will have to find someone to take the trees down.

Delinquent Utility Accounts

- The Council reviewed the changes to the Water/Sewer billing policy. A letter will be sent out to all accounts of changes after being approved at the next meeting.

PUBLIC HEARINGS

Public Hearing – 309 S Heigho- Conditional Use Permit & Design Review

Opening of the Hearing

Mayor Good opened the hearing at 6:56 P.M.

Applicant Presentation

Bill & Donna Brown presented that the four lots will be divided in half, making four plots of 78.5’ X 60’. The tiny homes will sit within all setbacks. The front two plots will have driveways off Heigho and the back two will have driveways off of the alley between Benedict and Cedric. The tiny homes will set close to centered lengthwise to make an equally sized front and back yard with the driveway coming in on the outside of each plot. They will sit on piers with skirting to the ground and decks built around them.

**NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD MONDAY, September 25, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS**

Neutral Testimony

Chris Peterson 400 S Heigho has mixed feelings about the tiny homes and would like to see more plans.

Testimony Opposed to the Application

Daniel D'Lerma 317 S Heigho opposed approval in consideration to where snowfall is going, how it will affect neighboring properties, and alternative routes to driveways.

Tracy Peterson 400 S Heigho Opposed approval in consideration of timeline of lease, storage, parking, trash, occupancy and emergencies. She was also concerned about stray cats.

Elaine Merritt 316 S Heigho opposed approval due to potential neighborhood changes;

Ken Crogh 217 Peterson appeared on behalf of his father in law who was opposed to the project.

Traci Foster 308 S Morgan Opposed approval in consideration to rent, landscaping, and snowfall.

Final Questions from Governing Body

Council Member Parnett asked about water/sewer.

Council Member Carr was concerned with the timeline of construction of these tiny homes. Carr would like them to actually look like houses not trailers. He is also concerned with the occupancy.

Council Member Black is concerned with emergency access by fire and ems.

Mayor Good went over the tiny home ordinance. She asked about landscaping, parking, storage usage and if insurance was to cover them. She also asked about the timeline of when each unit would be put in. Bill responded with one a year.

Close of the Public Hearing

Mayor Good Closed the Public Hearing at 7:49 PM

ACTION ITEMS

Lot Line Adjustment- Design Review & Conditional Use Permit - 309 S Heigho

- Mayor Good expressed that the council would need to see solid foundations, landscaping, propane tank's location and where parking will be and how they are going to provide storage.
- The City will give a list of things for the applicant to present at a rescheduled Public Hearing on October 23, 2023.

NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD MONDAY, September 25, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS

Hunter Brown – CDL Course

- Council Member Ryker moved to approve paying for Hunters CDL course Council member Parnett seconded. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.

Park Community Christmas Tree

- Council Member Parnett Moved to approve buying a Christmas tree to be installed in the park. Council Member Carr seconded. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.

Bike Park Lease Amendment

- New changes of a 10 year lease to a 5 year lease and a 60 day notice to be made by tenant or landlord was discussed. The City Council will request first right of refusal if the property ever comes up for sale. Mayor Good tabled the vote till next City Council Meeting

Surplus Property Declaration and Sale

- Council Member Carr moved to declare the Red Iron from the old meat shop as surplus property and to be sold to Kristie Scott for \$300. Council Member Parnett seconded. Roll Call Vote Parnett- yes, Carr- yes, Ryker- yes Black- yes. Motion carried.

Ordinance TBD-2023 Official Newspaper

- Council Member Carr moved to introduce Ordinance TBD-2023 Official Newspaper, and suspend the rules requiring three separate readings on three separate days and read by title only once. Council member Parnett Seconded. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.
- City Clerk Gardner Read by Title only.
- Council Member Carr moved to approve Ordinance TBD-2023 Official Newspaper. Council Member Parnett Seconded. Roll Call Vote Ryker- yes, Black- yes, Parnett-yes Carr-yes. Motion carried.

Ordinance TBD-2023 Variance Interim Moratorium

- Council Member Black moved to introduce Ordinance TBD-2023 Variance Interim Moratorium, and suspend the rules requiring three separate readings on three separate days and read by title only once. Council Member Parnett seconded. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.
- City Clerk Gardner Read by Title only.
- Council Member Black moved to approve Ordinance TBD-2023 Variance Interim Moratorium. Council Member Parnett seconded. Roll Call Vote Ryker- yes, Black- yes, Parnett-yes Carr-yes. Motion carried.

Letter of support- Meadows Valley Rural Fire District

- Council Member Parnett moved to approve the letter of support for the Meadows Valley Rural Fire District. Council Member Carr seconded. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion carried.

**NEW MEADOWS CITY COUNCIL MEETING MINUTES
HELD MONDAY, September 25, 2023 AT 6:30 P.M.
CITY COUNCIL CHAMBERS, 401 VIRGINIA STREET, NEW MEADOWS**

CONSENT AGENDA

City clerk Gardner polled the City Council to confirm they had reviewed the minutes. The Consent Agenda included August 28th and September 11th, 2023 meeting minutes, Paid & Pending Claims, and August 2023 Financials.

- Council Member Carr moved to approve the Consent Agenda; Council Member Black seconded the motion. Voice Vote indicated no opposition to the motion with all members signifying yes. Motion Carried.

FUTURE MEETING TOPICS

Future meeting topics included, Review of RV ordinance, Water Rate Review, bike park lease, fence ordinance, Back up operator contract, rezone Crossroads lots, Hunter Brown presentation, Bid for park trees, billing policy resolution and letter, Industrial Pak sign new location.

ADJOURNMENT

The meeting was adjourned at 8:30 P.M.

Julie A. Good, Mayor

ATTEST: _____
Kyla Gardner, City Clerk

