

**City of Stanley
Regular Council Meeting Minutes
April 3, 2014**

IN ATTENDANCE FOR THE CITY:

Mayor Herb Mumford, Council President Steve Botti, Councilmember Laurii Gadwa, Councilmember Lem Sentz, Councilmember Melinda Hadzor, and City Clerk/Treasurer Cari Tassano.

OTHER ATTENDEES:

Jen Hettum, Gary Gadwa, Greg Wallace, Ellen Libertine, Charlie Thompson, Thomas Barrett, Anna Means.

CALL TO ORDER:

The meeting is called to Order by Mayor Mumford at 6:05 p.m.

AGENDA AMENDMENTS:

None offered.

MAYORAL COMMENTS:

Mayor Mumford reports that thanks to our maintenance personnel Greg Wallace we have a new dishwasher installed in the community room. Mayor Mumford announces that we have a new City Police Officer and introduced Thomas V. Barrett. Thomas V. Barrett gave a statement introducing himself along with background of his 22 years of experience.

COUNCIL COMMENTS:

Council President Botti reported that the Sawtooth Valley Wildland Fire Collaborative will be meeting in the community room on April 09, 2014, at 5:00 p.m. They have not met since last October, since that time there have been a lot of developments. The major one being, that the Sawtooth and Salmon Challis National Forest along with the Governor's office have submitted funding request to the Secretary of Agriculture supporting recommendation of the collaborative. There is the potential for some good things coming out of this request; this will all be covered in the meeting on Wednesday night.

CONSENT AGENDA/MEETING MINUTES:

Meeting Minutes: February 24, 2014 Work Session, March 13, 2014 Public Hearing, March 13, 2014 Council Meeting, March 19, 2014 Special Meeting, March 31, 2014 Special Meeting. Mayor Mumford notes that all meeting minutes are an official record of the meeting. He would like all attachments noted on all minutes and also would like the minutes on meeting on 2/24/2014 work session, to give more detail. Councilmember Gadwa suggests we make corrections on minutes and approve in next meeting.

CONSENT AGENDA/BILLS:

Prepaid and Unpaid bills for March/April Councilmember Gadwa moves to approve the payment approval report. Council President Botti seconds. All approve. Motion passes.

COUNCIL ACTION ITEM LIST:

Mayor Mumford notes we need to have a work session to go over action item list so we may bring back up to date.

STREETS AND ROADS: SHERIFF'S REPORT:

Summer 2014 Streets and Roads bid period April 17th thru May 08th. City Clerk Cari Tassano, informed city council that the contract will go out to contractors by April 17th or earlier. In the May 08, 2014 meeting, sealed bids will be presented to the City Council.

Council President Botti and Mayor Herb Mumford discussed possible Quality of Performance verbiage that needs to be on all street and roads contracts so if we go over budget as we did this last winter it will be discussed by the council prior to that happening.

SHERIFF'S REPORT:

Mayor notes that many people have not met Crissi Gilchrist our Custer County Deputy Sheriff. He suggests that Thomas Barrett invite Crissi Gilchrist to our next council meeting. Mayor Mumford reviews the Sheriff's report.

PIONEER PARK:

Ice Rink Agreement with Stanley Skating Club for Operating and Maintaining the Stanley Ice Rink. Jen Hettum spoke for the members of the Ice Rink and asked if we could put this on the agenda for next month.

Community Garden: Jen Hettum, community garden president, spoke about the pump house freezing in the winter and reminded the council that many depend on the pump house: Ice Rink, Chapel, and the Community Garden. Jen Hettum suggested that we consider changing the pump room and, if possible, even consider a frost freeze hydrant to reduce hoses needed into the Garden. Mayor Mumford notes we need to look at something to stop it from freezing. Mayor Mumford asked if our maintenance personnel, Greg Wallace, will help to follow up on this issue.

AD HOC COMMITTEES:

CEDA: Mayor Mumford comments that being out of town and rescheduling of meetings, he hasn't been able to report for a while. This report includes the last two meetings (Feb 11th and March 18th) and brings us up to date. Mayor Mumford reads his report to the City Council on Strategic Planning, the Aquaculture – Meat packing, CRRO, and the Challis Community Event Center. The next meeting is Tuesday, May 20, 2014, at 9:00 a.m.

Cemetery: No Report.

Code Review: No Report.

Sawtooth Interpretive & Historical Association: Gary Gadwa still on track for oiling the Shaw Cabin in May. SIHA has all their summer employees hired up for Redfish Center and the Museum. Just waiting for spring and the snow to melt, planning on beginning a big construction project at the museum, restoration work.

Groomer: Gary Gadwa things are pretty much done for the season, budgeting went pretty good considering a lot of snow on the tail end of winter and no snow at the beginning of winter. Machine is basically put to bed for the season.

Chamber of Commerce:

Ellen Libertine is working on: Spring and summer posters, Central Idaho Guide for Challis Messenger, and the Adventure Cyclist add. The revenue grant is what she has been spending most of her time on, should be done at the end of this month. Looking at a fall campaign, will keep us informed as things transpire.

NEW BUSINESS:

- Option Tax Financial Support Request from the Chamber of Commerce. Council President Botti comments option tax receipts last year are running about 14% below last year's amount. Going into the 4th quarter we will need to really monitor available funds.

The Chamber request says some of the money is to purchase blade flags. Mayor Mumford comments we need to be careful about spending on blade flags. SMC states that you cannot attract attention with flags anytime or anywhere. The Chamber of Commerce or any other business will need to make a proposal to the City Council for approval for using flags for any length of time.

Councilmember Gadwa moves to approve for the 3rd quarter Option Tax Financial Support Request. Council President Botti seconds. All Approve. Motion passes.

- Summer Street Dance 2014, special use permit request, Councilmember Gadwa moves to approve, this is a great event. Council President Botti seconds. All approve. Motion passes.
- Building Permits and Sign Permits Discussion: Designating the City Clerk as the Council's representative for approving building permits, per the requirements of Ordinance #192. City Clerk has the option if permit is not straight forward or makes the clerk feel uncomfortable, to defer to the City Council for approval. Councilmember Gadwa would like to see a second person assigned, in case the City Clerk is unavailable. Council President Botti recommends we have clerk post all building permits issued or denied in the previous month on the agenda of the next City Council meeting. City Council will draw up a resolution to present at the next City Council meeting.

Council President Botti makes a motion to designate City Clerk as the Council Representative to approve building permits per the requirements of the Ordinance #192. Councilmember Sentz seconds. Roll call vote: Council President Botti – Aye; Councilmember Sentz – Aye; Councilmember Gadwa – Aye; Councilmember Hadzor - No. Approved. Motion passes.

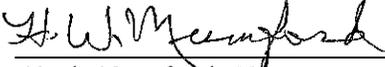
CITY CLERK REPORT: (City Clerk/Treasurer Cari Tassano)

City clerk notes will need to watch incoming Option Tax Revenue for this fiscal year. Councilmember Gadwa has a question regarding revenue and expenditures, page 7, Workman's Compensation Premiums (making sure we did not go out of budget) and also on miscellaneous income of \$1,200.00. City Clerk will research and report to City Council in the next meeting.

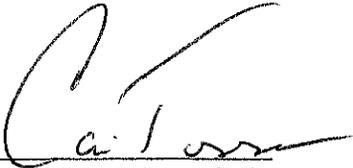
ADJOURNMENT:

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Mayor Mumford adjourns the meeting at 7:08 pm.



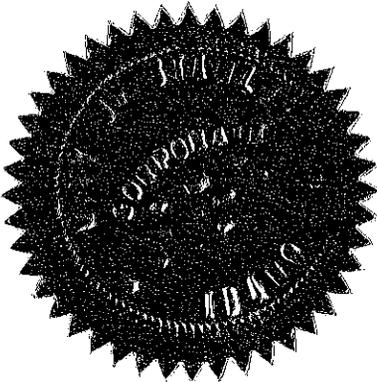
Herb Mumford, Mayor

ATTEST: 

Cari Tassano, City Clerk

Noted attachments follow:

Request for Proposal - City of Stanley - 2014 Summer Streets and Roads
Option Tax Financial Support Request Form from Chamber of Commerce
Stanley Summer Street Dance Series 2014
Stanley Skating Club Agreement/Draft
CEDA Report



APPROVED

**REQUEST FOR PROPOSAL – CITY OF STANLEY
2014 SUMMER STREETS AND ROADS MAINTENANCE
CONTRACT**

Date Issued: April 10, 2014

Part 1 – Proposal Information

1. Proposal Opening Date April 10, 2014.
2. Sealed Proposals shall be received by the City of Stanley until May 08, 2014 at Noon for the 2014 Summer Streets and Roads Maintenance Contract. For specification, terms, and conditions, please call the City Office at (208) 774-2286 during regular business hours, Monday through Thursday from 8am until 5pm.

Contract Period: June 1, 2014 through September 30, 2014.

Equipment Requirements:

1. Road Grader
2. Road Roller
3. Front-end loader and dump truck of sufficient capacity to move and spread 1,000 tons of stockpiled gravel.
4. Water truck – will be provided by the City. A City-appointed driver will also be provided. Direct contact with the driver for scheduling purposes will be facilitated by the contractor.

Proposal:

1. The City would like the proposal to be on a “per hour” basis.
2. Contractors wishing to bid on dust abatement should include it as an optional item in the bid.
3. Proposals shall be sealed in an envelope clearly marked “2014 Streets and Roads Proposal.”
4. Contract will be awarded upon inspection and approval of adequate equipment.
5. The City Council of the City of Stanley reserves the right to reject any or all proposals received.

*See second page for proposal return form.

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Proposal **must** have all blanks below filled in. Failure to do so shall cause the proposal to be rejected.

PROPOSAL FORM:

<u>Description</u>	<u>Proposal Amount</u>
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2014 Summer Streets and Roads Maintenance Contract for June 1st, 2014 through September 30th, 2014. In accordance with the attached specifications, terms, and conditions.

TOTAL HOURLY BID PROPOSAL = _____

Contractor Name: _____

Signature: _____

Company Name: _____

Address: _____

Contact Number: _____

By signing this proposal form I acknowledge that I have read the 2014 Contract and will adhere to its provisions and requirements.

**CITY OF STANLEY 2014 SUMMER STREETS AND ROADS
MAINTENANCE CONTRACT CONT.**

Part 2 – General Information

A. INSURANCE:

1. Workman's Compensation Insurance coverage is mandatory and a Certificate of Insurance must be furnished. If you do not carry this coverage, it may be purchased from the City of Stanley on our policy by paying the cost for your coverage. Coverage must be secured prior to beginning work.
2. The contractor must furnish General Liability Insurance covering the contractor and naming the City of Stanley as an additional insured. Said policy shall insure the contractor and City of Stanley for a minimum of \$300,000.00. A Certificate of Insurance must be provided to the City prior to beginning work.
3. The contractor shall indemnify and hold harmless the City of Stanley from liability for any injury to contractor or third persons or their property arising from this agreement or the performance thereof. Contractor is not responsible for work not specified in Part 3.

B. POLICIES & CONDUCT:

1. Contractor as well as any and all sub-contractors or third parties/persons involved in the execution of this contract must currently hold and maintain a valid driver's license. A copy of the license must be furnished to the City of Stanley upon request.
2. As a contracted employee of the City of Stanley, contractor as well as any other third persons involved in the execution of this contract are prohibited from being present in their respective workplace while under the influence of drugs, alcohol, illegal substances or other substances which would impair the ability of the employee to perform his/her work competently or would threaten the safety or well-being of other worker of the public. Operation of equipment, whether owned by the City or merely operated on City streets, while under the influence is expressly prohibited.
3. Failure to adhere to any of the required provisions of this contract shall constitute a breach of contract and will be considered grounds for immediate termination of this contract by the City.

C. NOT TO EXCEED REQUIREMENTS:

1. The contractor is expected to use their experience to achieve satisfactory results within city budgets. The total sum of payments to the contractor for work and materials under this contract (exclusive of dust abatement, but including cleaning and maintenance of culverts and drainage swales) shall not exceed \$16,000. If the contractor is supplying and applying dust abatement material to the city streets, there is an additional not to exceed amount of \$7,000 for inclusion of that work and materials. No other work, beyond the not to exceed amounts will be reimbursed

without a specific addendum to this contract, reviewed and approved by the city, prior to performance of said work.

D. PENALTY:

1. Should the contractor fail to perform any directed work in a timely manner as dictated by the Streets and Roads Maintenance schedule, the contractor will pay to the City a penalty of \$200.00 per day until the work commences, whether by the contractor or another duly appointed party.

Part 3 – Description of Work:

This contract designates description of work for maintenance of City streets and roads through the Priority Schedule (Attachment #1). This contract does not facilitate a contractual agreement for engineering and construction of city streets and roads.

- A. The contractor shall maintain all City streets and roads as directed by the City and follow the “Priority Schedule for Maintenance.” (See attachment #1)
- B. The contractor shall clean and maintain all ditches and culverts in the City drainage system. Work must be completed each year prior to freezing.
- C. The contractor is required to submit a statement to the City each month showing a breakdown of time spent on the City streets and a total for all services provided. Enough detail should be provided on the statement to substantiate the statement total. Said statement shall be submitted to the City Clerk for payment by 3:00 p.m. on the second Tuesday of each month. Failure to do so could result in a delay of payment.
- D. The contractor is required to perform an initial grade on all City streets and roads within five (5) days of the initiation of the contract, and a mandatory final grade on all City maintained streets and roads within seven (7) days prior to the expiration date of contract.
- E. If the contractor will not be providing dust-abatement, coordination with dust abatement providers will be required if the City schedules this type of work during the specified contract period. Contractor will be notified of upcoming dust abatement procedures if scheduled and contact information will be provided to the contractor by the City.
- F. This contract is for actual work on the streets of Stanley. The City of Stanley is not responsible for costs associated with transport of the contractor’s equipment to or from Stanley.

Part 4 – Cancellation:

- A. The City of Stanley may cancel this contract upon fourteen (14) days written notice to contractor.
- B. The contractor shall be required to give the City thirty (30) days written notice to cancel this contract.

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Signed and agreed to this _____ day of _____, 2014.

Herb Mumford, Mayor

Contractor

Attachment #1

**CITY OF STANLEY 2014 SUMMER STREETS AND ROADS
MAINTENANCE CONTRACT**

PRIORITY SCHEDULE FOR MAINTENANCE

1. The contractor will apply gravel, grade, water, and roll roads, and maintain and repair culverts and ditches after spring runoff, as soon as conditions permit. If dust abatement is accepted as part of the contract, it will be applied while the grading is done. Otherwise, dust abatement will be provided by a separate contractor. A map of city streets including linear distances is included as Attachment # 2. A map of those streets scheduled for dust abatement is included as Attachment #3.
2. The contractor shall perform the first grading within five (5) days of the contract initiation date. The final grading shall be performed within seven (7) days of contract expiration. The contractor will grade roads periodically, as conditions require, at the direction of the City. (We anticipate at least two additional gradings after the initial spring run-off work, but this may vary depending on weather and traffic conditions).
3. The City's water truck will be available to the contractor for this work. The City will provide a driver.
4. The contractor will clean and repair all ditches and culverts in the fall prior to freezing.
5. The contractor will complete all routine maintenance work within ten (10) days of notification by the City that work is required.
6. In the event that emergency work is required to repair a dangerous condition, or a severe disruption of traffic, with such an emergency being declared at the discretion of the Mayor, the contractor will begin such work within two (2) days of notification by the City and complete such work at the earliest practical time.



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CITY OF STANLEY

Option Tax Financial Support Request Form

THIS FORM MUST BE FILED FOR ANY FINANCIAL AID REQUESTS

The City of Stanley reserves the right to:

- 1) Process any request for at least thirty days.
 - 2) Deny any request for any reason.
 - 3) Make payments only after option taxes are collected for that period.
 - 4) Demand proof of monies spent.
- All payments / amounts are subject to final council approval.
 - Any forms received later than August 28TH will not be processed for the upcoming budget year.

Date Requested: 3/25/14

Business / Organization Name: Stanley-Sawtooth Chamber of Commerce

Permit Number: (Sales Tax # if applicable) _____

Address: P.O. Box 8, Stanley, ID 83278

Phone: 208-774-3411

Amount Requested: \$ 5,000.00

Monies are to be used for? (Please be specific)

Music from Stanley, In-room guest directory, Central Idaho Guide ad, blade flags, Visitor Center staff, social media contractors, spring and summer posters

What is the benefit to the City of Stanley or our local community?

The Chamber's marketing benefits locals, businesses, the City and visitors through lodging, retail sales, and economic vitality.

I / We the undersigned do hereby swear or affirm the above information is true and correct to the best of my knowledge.

President

3/25/14

Authorized Signature

Title

Date

Please send white copy to:

City of Stanley
P.O. Box 53 Stanley, ID 83278
Tel: 208.774.2286 / Fax: 208.774.2278
www.stanley-idaho.org

RECEIVED
MAR 26 2014
BY: [Signature]

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City of Stanley

Box 53

Stanley, ID 83278

April 4, 2014

Mayor and Council Members

Thank you for agreeing to hear our request for a Special Use Permit to hold StreetDance 14, to be located in proximity to several business locations on Ace of Diamonds Ave during the summer of 2014.

This will be the fourth summer for this event. As you are aware, the three previous seasons were very successful. We have experienced steady growth through the years, and have had minimal impact on the community and its services. We hope to follow in those footsteps by continuing to provide safe, family friendly entertainment for both our residents and our visitors.

With this in mind we request the following from the City of Stanley:

1. Barricading Ace of Diamonds from a point in front of the Gift Shop to the east side of the Post Office entrance during the posted hours of the event, using City pylons and cones.
2. Waiving enforcement of the Open Container Ordinance during the posted hours of the events.
3. Supplying portable toilets to be located adjacent, and west of, Papa Brunees.
4. Scheduling the City Police Officer or a Custer County Deputy to be on duty during the all of the scheduled events

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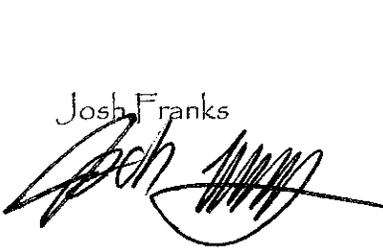
StreetDance sponsors will provide Live Musical Entertainment acts for this series. We would like the Special Use Permit to include use of a portable stage and covering located between the Stanley Kasino Club and Papa Brunee's on Ace of Diamonds. This portable stage will be removed after each performance. At this time, sponsors include, but may not be limited to, Papa Brunee's offering their regular fare and pizza by the slice, and the Stanley Kasino Club setting up an outdoor bar and grill on its front deck.

The involved business owners will agree, as part of the Special Use Permit to gather and dispose of all rubbish and litter which may accumulate do to these events in a timely manner, and will also provide management supervision during the events.

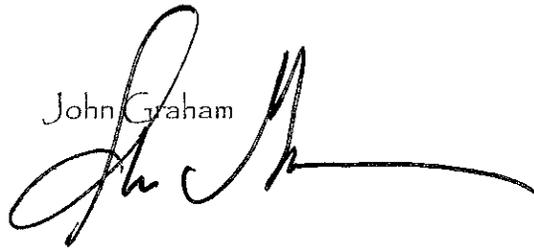
We expect that this event will generate substantial added revenue for the area, resulting in greater profit for the business group, with a corresponding increase in Option Tax Revenue for the City. We also feel that this sort of event enhances the resort image of Stanley, and will provide a stepping stone for further economic growth. We appreciate your consideration of this request, and remain-

Sincerely

Josh Franks

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John Graham

A handwritten signature in black ink, appearing to read "John Graham", written over a horizontal line.

Agreement between the City of Stanley and the Stanley Skating Club for Operating and Maintaining the Stanley Ice Rink

Purpose: This agreement will facilitate the orderly and efficient management of the Stanley Ice Rink, located in City of Stanley Pioneer Park, for the enjoyment of the Stanley community.

The City agrees to:

1. Provide a portion of the Park for use as a multi-purpose ice rink. Appendix A indicates the current location of the ice rink, and the proposed location of a new ice rink and associated facilities as approved in the 2013 Pioneer Park Master Plan.
2. Consult with the Stanley Skating Club on the final design of the proposed new ice rink and associated facilities.
3. Maintain the well house and associated plumbing to provide a water source for ice-making.
4. Provide and maintain a parking lot adjacent to the ice rink.
5. Provide storage space for ice rink equipment.
6. Provide appropriate signage for the safe operation of the ice rink.
7. Provide electricity and lights for night illumination of the ice rink.
8. Provide a list of rules for the safe and efficient operation of the ice rink.
9. Provide funding for the operation, maintenance and improvement of the ice rink, as approved within the annual City budget. The City may provide funding for capital equipment at its discretion, within its approved annual budget.

The Stanley Skating Club agrees to:

1. Initialize the ice surface at the beginning of the season, and maintain the ice rink throughout the winter under the supervision of the City of Stanley.
2. Designate one person as liaison with the City, and responsible for access to and the safe operation of the well house when accessing water.
3. Access water from Valley Creek only at times approved by property owners.
4. Provide for multi-use of the rink by accommodating ice skating, ice hockey, curling and other appropriate activities. The Club will provide a schedule for activities to avoid conflicts as needed, with approval of the City.
5. Install and maintain signage provided by the City.
6. Supervise ice rink activities and enforce the rules provided by the City. The Club may request assistance from the City in enforcing the rules.
7. Identify maintenance and operational issues that need to be resolved by the City.

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8. Identify desired improvements and associated cost estimates, and proposed changes in rules.
9. Not make any changes in the ice rink and associated facilities without approval by the City.
10. Breakdown and store ice rink equipment at the end of the season.
11. Keep the ice rink area clean of refuse and clean up the area at the end of the season.

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REF

R

Rules For Use and Maintenance of the Stanley Ice Rink

January 25, 2014

1. Final decisions for the maintenance of the ice rink and associated facilities at Pioneer Park shall be made by the City of Stanley, with assistance from the Stanley Ice Skating Club.
2. Access to the well house at the park shall be controlled by personnel designated by the city. Keys will be issued to one person from the Stanley Ice Skating Club and to city maintenance personnel. Those personnel granted access to the well house shall be accountable for the equipment within it and the safe use of the facility.
3. The well house shall be locked at all times unless opened and supervised by designated personnel. Access to the well house should be restricted to times when the ice rink is being used, or other times as approved by city maintenance personnel.
4. The well house is not intended as a storage facility for skating, skiing or other winter recreational equipment. The storage room in the maintenance building south of the well house is available for winter recreation equipment storage.
5. The ice rink lights shall be turned off by 10 pm each night unless specific arrangements have been made with the city maintenance personnel.
6. The electrical and plumbing systems in the well house shall only be modified as directed by the City of Stanley.
7. Use of the ice rink shall be first-come first-served unless events have been scheduled by the City of Stanley or the Stanley Skating Club.

DRAFT

**Custer Economic Development
Association
Report to City Council**

April 2014

Herb Mumford

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CEDA Board Meetings – Tuesday Feb 11 and Tuesday March 18, 2014

- Meeting held at Challis Community Event Center-Board Room.
- **Strategic Planning** – Reviewed objectives as developed in the December planning meeting. Also went over the project list and board membership, ED duties and need for, and duties of, an assistant. At the planning meeting the mission statement was revised to “Address the economic and community development needs within our area of impact.” The vision was revised to “Facilitate, educate, and support community and assist development.
- **Aquaculture – Meat Packing** CEDA is working with Christopher James who wants to develop facilities to raise tilapia and ultimately process that pack the fish as well as beef and produce from his own production and from producers in the area.
- **CRRO** – CEDA is looking into time share rentals of the observatory by research organizations or individuals doing astronomical observations. If there is sufficient demand, it may help generate operational revenue.
- **Challis Community Event Center** has many bookings for 2014. One of the very important events in the immediate future is the IAC (Idaho Association of County Commissioners and Clerks) scheduled for June 10-12 which will bring 120-150 participants to Challis benefiting restaurants, lodging, and other services.
- **Next meeting**, Tuesday, May 20, 2014, 9:00 AM, Community Event Center-Board Room, Challis.

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