**MINUTES**

**REGULAR MEETING**

**DOWNEY CITY COUNCIL**

**TUESDAY, SEPTEMBER 10, 2019**

**7:00 PM**

**ATTENDANCE:** Dan Wilson, Grant Johnson, Council President Gary Barnes, Tony

Hancock, and Brenda Kay. Councilman Rex Nielsen and Mayor Dennis Phillips were excused.

**Patrons:** Bonnie Hill, Barbara Hill, Larry Morrison, Jeanette Minou, and Officer

Steele, from the Bannock County Sheriff’s Office. Dean and Oliver Moser and Kevin and Roberta Higbee arrived after the meeting started.

**Call to Order:** Council President, Gary Barnes called the Meeting to order and

welcomed everyone.

The prayer was offered by Dan Wilson, and he led the group in the Pledge of Allegiance.

**ACTION ITEM - Approve Minutes:** **Dan Wilson moved to approve the Minutes**

**of the Regular Meeting of the Downey City Council of August 13, 2017,**

**and the Minutes of the Special Meeting of the Downey City Council of August 27, 2019, seconded by Grant Johnson, all voted aye, motion carried.**

**ACTION ITEM** **- Approve Accounts Payable:** **Grant Johnson moved to**

**approve the Accounts Payable of September 2019, seconded by Dan Wilson, all voted aye, motion carried.**

**Law Enforcement:** Officer Steele reported the Bannock County Fair went well as

far as he knew. They had extra officers at the fair and he felt that helped.

Appreciation was expressed for the police reports being sent to the City. It helps to know what is going on.

Officer Steele was unaware of any information on the fires on Airport Road. The council thanked Officer Steele for coming.

**Reading of Agenda:** President Gary Barnes read the Agenda.

**Comments from the audience on Agenda items only:** Larry Morrison

informed the Council he has been patiently waiting the past month for the results of the goats being harbored at the property behind them. The ordinance states residents must have a permit before housing animals. Larry and Jeanette Minou expressed their dismay with residents who have no consideration of the City Ordinances or the residents of Downey. They feel people need to know what is allowed before they purchase property in the City. The property the goats are on used to be a gravel pit. The prior owner allowed old concrete to be dumped in the pit, and there are pieces of concrete sticking out of the ground. Larry and Jeanette feel this is unsafe for animals. They have also seen an increase in flies since the animals have been in the area and are concerned about their waste being cleaned up. They are also worried if the animal problems are not dealt with, our community is going to suffer.

Dean Moser spoke up about bringing animals into the city and agreed they do bring flies. He asked if his animals are offensive. Jeanette replied that she does not feel Dean takes care of his animals correctly. Dean feels if there are issues, the city will send a letter about the issue. He has responded to the letter he received from the City.

Dean assumed he was moving to a community that allowed animals. He tries to be a good citizen also.

**ACTION ITEM – Consider approval of a proposed temporary moratorium to halt the issuance of livestock permits for six months:** The Council discussed the problems we have been having with animals.

Animals should not be housed in the City until a livestock permit has been obtained by the owner. The City’s Livestock Ordinance needs to be stricter and residents should be cited when they violate the ordinance. A $250 fine per day was recommended being imposed when residents house animals without a livestock permit.

The Livestock Ordinance was originally put into place for a reason. We are not an agriculture production community. If one wants this kind of lifestyle, one needs to live out of the community. Residents should not be allowed to have more animals than needed to supply the amount of produce they can consume. The Council also considered animals only being housed on property the owner resides at, so the animals can be observed by the owner. Currently, the Council is working with the City Attorney to amend the Animal Control and Livestock Ordinances.

**Dan Wilson moved to establish a temporary moratorium to halt the issuance of Livestock Permits for a period of six (6) months due to the amendments being contemplated in the Animal Control and Livestock Ordinances, and the possibility of people taking advantage of circumventing any new ordinance by obtaining Livestock Permits prior to the Ordinances being approved, seconded by Grant Johnson, by roll call voted: Dan Wilson, aye; Grant Johnson, and Gary Barnes, aye; motion carried.**

**ACTION ITEM – Consider approval of a proposed temporary moratorium to halt the issuance of new dog licenses for any breed of Pit Bull dogs or Pit Bull cross dogs**: **Grant Johnson moved**

**to establish a temporary moratorium to halt the issuance of new dog licenses for any breed of pit bulls or pit bull cross dogs for a period of six (6) months due to the amendments being contemplated in the Animal Control and Livestock Ordinances and the possibility of people taking advantage of circumventing any new ordinance by obtaining new dog licenses for any breed of pit bulls or pit bull cross dogs prior to the Ordinances being approved, seconded by Dan Wilson, by roll call vote: Dan Wilson, aye; Grant Johnson, aye; and Gary Barnes, aye; motion carried.**

**ACTION ITEM – Consider approval of a Lease Agreement with Wendy John for the premises located at 16 West Center street (old Barber Shop) and a Lease Agreement with Robin Nielsen for the premises located at 30 West Center street (Beauty Shop):**

**LEASE AGREEMENT**

THIS AGREEMENT made and entered into this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by and between the City of Downey, a municipal corporation of the State of Idaho, hereinafter “LANDLORD” and Wendy John, hereinafter “TENANT”.

WITNESSETH:

LANDLORD hereby leases and lets to TENANT those premises situated in Bannock County, State of Idaho, described as follows:

The commonly known street address of 16 West Center, consisting of 300 square feet of building located at that address. TENANT will use the leased premises for a beauty shop.

Said Lease Agreement is subject to the following terms and conditions:

1. **LEASE TERM.** TENANT shall lease from LANDLORD the above

premises on a month to month basis, beginning \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

1. **RENTAL.** TENANT covenants and agrees to pay the LANDLORD as

rental for said premises, the sum of $75.00 each month payable on or before the first day of each and every month during the period of this lease agreement.

1. **UTILITIES.** TENANT shall at TENANT’S own expense provide

the following utilities: Water, Sewer, Garbage, Electrical, Heating, Telephone, etc. No housekeeping will be provided by the LANDLORD.

**4. MAINTENANCE.** TENANT covenants to maintain the roof, foundation and exterior walls of the premises, including repair and maintenance of all doors and windows in good condition and order during the term of this Lease Agreement. If a major repair is necessary LANDLORD shall be responsible to pay for the necessary repairs. In addition, TENANT covenants to maintain the interior of the premises in a good condition as when received, the TENANT covenanting that it has inspected said premises and is hereby accepting same in their present condition.

LANDLORD agrees to maintain the outside grounds on the premises in a neat and orderly condition, including mowing, watering, and trimming of the grass.

TENANT covenants and agrees to maintain the demised premises in good repair and expressly accepts liability for any damages to persons or property arising out of the negligence of the TENANT, its agents or employees. In so doing, TENANT expressly holds harmless and indemnifies LANDLORD against any liability whatever resulting from the negligence of the TENANT, its agents or employees.

**5. USE OF PREMISES.** TENANT hereby covenants and agrees that it shall not use the premises in any manner that shall be in violation of the laws of the LANDLORD, the laws of the State of Idaho, or the laws of the United States of America.

**6. REMODELING.** That the parties do further covenant and agree that any remodeling of the premises herein leased shall be subject to the prior consent of the LANDLORD by its LANDLORD or its other designated agents, and that TENANT shall ensure that, upon completion of such remodeling, no material or labor liens are filed against said property and that all such claims are satisfied or released. Furthermore, the TENANT shall submit proof thereof as demanded by the LANDLORD or its agents.

**7. SUBLEASE.** TENANT shall not let or sublet said premises or any part thereof or allow any other person to occupy the leased premises without LANDLORD’S written consent. TENANT shall comply with all building, zoning and health codes and other applicable laws for the leased premises including certification regarding a drug free workplace requirements.

**8. FIRE/CASUALTY.** If the leased premises shall be damaged by fire, the elements or other natural causes, LANDLORD will cause the same to be promptly repaired and restored unless caused by acts of negligence of the TENANT, its agents, employees or assigns, in which case TENANT shall promptly restore and repair the premises. If the leased premises is so damaged as to be unfit for use for occupancy, the rent shall be adjusted accordingly. If the structure is destroyed to the extent of 50% or more of its value, LANDLORD may in its option terminate this lease rather than restore the premises.

**9. INSURANCE.** LANDLORD shall maintain fire insurance on the leased premises but not the contents thereof during the term of this lease agreement and TENANT agrees not to conduct a business deemed extra hazardous, a nuisance or which would increase LANDLORD’S fire insurance premiums. TENANT shall be responsible for maintaining insurance on TENANT’S own personal property and agrees to indemnify and hold LANDLORD harmless for acts, damages, injury or any other liability to TENANT’S property.

TENANT will, during the full term of the lease and any extensions thereof and at its own expense, carry comprehensive general liability insurance in limits referred to as a minimum of $1,000,000.00 combined single limit. The policy shall cover accident or damage in or on the demised premises, sidewalk in front thereof, parking area, entrance ways and all other portions of the building thereof.

**10. ENTRY BY LANDLORD.**  LANDLORD shall have the right to enter the leased premises at any reasonable time to examine and inspect the same and determine the maintenance needs and state of repair.

1. **WORKER’S COMPENSATION.** Worker’s compensation, employee

withholdings and all other employment related taxes and insurance shall be TENANT’S responsibility and the TENANT releases, agrees to indemnify and hold LANDLORD harmless for any liability for work related injuries or failure by the TENANT to comply with this Lease Agreement. TENANT shall provide LANDLORD with proof of all insurances required by law.

1. **DEFAULT.** TENANT agrees that if the rent or any part thereof shall

be unpaid when due; or if default in any covenants herein contained is not cured within three (3) days from notice thereof, or if TENANT shall vacate such premises, LANDLORD may elect, without further notice or legal process to re-enter and take possession of said premises and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and TENANT agrees to pay any deficiency.

Waiver by LANDLORD of any breach by TENANT hereunder shall not be deemed a waiver of any subsequent breach; failure of LANDLORD to insist upon strict performance shall not relinquish his right to thereafter enforce such performance.

In addition to the remedies recited herein, LANDLORD shall also have such other remedies as are afforded in law or equity in the event of any breach by TENANT.

**13. ATTORNEY’S FEES.** In case of failure by TENANT to faithfully perform the terms and covenants herein set forth, TENANT shall pay all costs, expenses and reasonable attorneys fees resulting from the enforcement of this agreement or any right arising out of such breach, with or without suit, in trial, bankruptcy or appellate courts.

1. **MISCELLANEOUS.** This agreement contains the entire agreement

of the parties and shall be binding upon the parties, their successors, heirs and assigns.

**“LANDLORD” “TENANT”**

**CITY OF DOWNEY WENDERELLAS**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Council President Wendy John**

**Attest\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Clerk**

**LEASE AGREEMENT**

THIS AGREEMENT made, and entered into this \_\_\_\_\_\_\_\_\_ day of

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019, by and between the City of Downey, a municipal corporation of the State of Idaho, hereinafter “LANDLORD” and Robin Nielsen, hereinafter “TENANT”.

WITNESSETH:

LANDLORD hereby leases and lets to TENANT those premises situated in Bannock County, State of Idaho, described as follows:

The commonly known street address of 30 West Center, Downey, Idaho 83234 consisting of 1,169 square feet of building located at that address. TENANT will use the leased premises for massage and exercise fitness business.

Said Lease Agreement is subject to the following terms and conditions:

1. **LEASE TERM.** TENANT shall lease from LANDLORD the above

premises commencing on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2019.

**2. RENTAL.** TENANT covenants and agrees to pay the LANDLORD as, rental for said premises, the sum of $100.00, each month payable on or before the first day of each and every month during the period of this lease agreement.

**3. UTILITIES.** TENANT shall at TENANT’S own expense provide

the following utilities: Electrical, Heating, Telephone, Garbage, Etc. No housekeeping will be provided by the LANDLORD.

**4. MAINTENANCE.** TENANT covenants to maintain the roof, foundation and exterior walls of the premises, including repair and maintenance of all doors and windows in good condition and order during the term of this Lease Agreement. If a major repair is necessary LANDLORD shall be responsible to pay for the necessary repairs. In addition, TENANT covenants to maintain the interior of the premises in a good condition as when received, the TENANT covenanting that it has inspected said premises and is hereby accepting same in their present condition.

LANDLORD agrees to maintain the outside grounds on the premises in a neat and orderly condition, including mowing, watering, and trimming of the grass.

TENANT covenants and agrees to maintain the demised premises in good repair and expressly accepts liability for any damages to persons or property arising out of the negligence of the TENANT, its agents or employees. In so doing, TENANT expressly holds harmless and indemnifies LANDLORD against any liability whatever resulting from the negligence of the TENANT, its agents or employees.

**5. USE OF PREMISES.** TENANT hereby covenants and agrees that it shall not use the premises in any manner that shall be in violation of the laws of the LANDLORD, the laws of the State of Idaho, or the laws of the United States of America.

**6. REMODELING.** That the parties do further covenant and agree that any remodeling of the premises herein leased shall be subject to the prior consent of the LANDLORD by its LANDLORD or its other designated agents, and that TENANT shall ensure that, upon completion of such remodeling, no material or labor liens are filed against said property and that all such claims are satisfied or released. Furthermore, the TENANT shall submit proof thereof as demanded by the LANDLORD or its agents.

**7. SUBLEASE.** TENANT shall not let or sublet said premises or any part thereof or allow any other person to occupy the leased premises without LANDLORD’S written consent. TENANT shall comply with all building, zoning and health codes and other applicable laws for the leased premises including certification regarding a drug free workplace requirements.

**8. FIRE/CASUALTY.** If the leased premises shall be damaged by fire, the elements or other natural causes, LANDLORD will cause the same to be promptly repaired and restored unless caused by acts of negligence of the TENANT, its agents, employees or assigns, in which case TENANT shall promptly restore and repair the premises. If the leased premise is so damaged as to be unfit for use for occupancy, the rent shall be adjusted accordingly. If the structure is destroyed to the extent of 50% or more of its value, LANDLORD may in its option terminate this lease rather than restore the premises.

**9. INSURANCE.** LANDLORD shall maintain fire insurance on the leased premises but not the contents thereof during the term of this lease agreement and TENANT agrees not to conduct a business deemed extra hazardous, a nuisance or which would increase LANDLORD’S fire insurance premiums. TENANT shall be responsible for maintaining insurance on TENANT’S own personal property and agrees to indemnify and hold LANDLORD harmless for acts, damages, injury or any other liability to TENANT’S property.

TENANT will, during the full term of the lease and any extensions thereof and at its own expense, carry comprehensive general liability insurance in limits referred to as a minimum of $1,000,000.00 combined single limit. The policy shall cover accident or damage in or on the demised premises, sidewalk in front thereof, parking area, entrance ways and all other portions of the building thereof.

**10. ENTRY BY LANDLORD.**  LANDLORD shall have the right to enter the leased premises at any reasonable time to examine and inspect the same and determine the maintenance needs and state of repair.

1. **WORKER’S COMPENSATION.** Worker’s compensation, employee

withholdings and all other employment related taxes and insurance shall be TENANT’S responsibility and the TENANT releases, agrees to indemnify and hold LANDLORD harmless for any liability for work related injuries or failure by the TENANT to comply with this Lease Agreement. TENANT shall provide LANDLORD with proof of all insurances required by law.

1. **DEFAULT.** TENANT agrees that if the rent or any part thereof shall

be unpaid when due; or if default in any covenants herein contained is not cured within three (3) days from notice thereof, or if TENANT shall vacate such premises, LANDLORD may elect, without further notice or legal process to re-enter and take possession of said premises and re-let the same and apply the net proceeds so received upon the amount due or to become due under this lease, and TENANT agrees to pay any deficiency.

Waiver by LANDLORD of any breach by TENANT hereunder shall not be deemed a waiver of any subsequent breach; failure of LANDLORD to insist upon strict performance shall not relinquish his right to thereafter enforce such performance.

In addition to the remedies recited herein, LANDLORD shall also have such other remedies as are afforded in law or equity in the event of any breach by TENANT.

**13. ATTORNEY’S FEES.** In case of failure by TENANT to faithfully perform the terms and covenants herein set forth, TENANT shall pay all costs, expenses and reasonable attorneys fees resulting from the enforcement of this agreement or any right arising out of such breach, with or without suit, in trial, bankruptcy or appellate courts.

1. **MISCELLANEOUS.** This agreement contains the entire agreement

of the parties and shall be binding upon the parties, their successors, heirs and assigns.

**“LANDLORD” “TENANT”**

**CITY OF DOWNEY ROBIN NIELSEN**

**By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mayor Robin Nielsen**

**Attest\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Clerk**

**Dan Wilson moved to approve the Lease Agreement with Wendy John for the premises located at 16 West Center street (old Barber Shop) and a Lease Agreement with Robin Nielsen for the premises located at 30 West Center street (Beauty Shop), seconded by Grant Johnson, by roll call vote: Dan Wilson, aye; Grant Johnson, aye; and Gary Barnes, aye; motion carried.**

**ACTION ITEM – Consider approval of a Building Permit for Kevin and Roberta Higbee for a metal building:** **Dan Wilson moved to approve the**

**Building Permit for Kevin and Roberta Higbee for a metal building on their property, with the condition the plans meet all the required specifications and setback requirements, seconded by Grant Johnson, all voted aye, motion carried.**

**ACTION ITEM – Consider approval of a donation to the Downey PTO for the Halloween Carnival:** **Grant Johnson moved to make a**

**donation to the Downey PTO for the Halloween Carnival for $50.00, seconded by Dan Wilson, all voted aye, motion carried.**

**ACTION ITEM – Consider approval of the Idaho Community Forestry Program Community Forestry Advisor Agreement:** **Dan Wilson moved**

**to approve the Idaho Community Forestry Program Community Forestry Advisor Agreement, seconded by Grant Johnson, all voted aye, motion carried.**

**ACTION ITEM – Consider approval of a bid to stucco the north half of the front (east side) of the City Office building and to paint the remainder of the City Office building:** Tony reported he has another bid

coming for the stucco and the paint. The council agreed they need to wait until the other bids come in. Depending on what the city decides to have done, there may be other bid requirements needed.

**ACTION ITEM – Consider approval of Business Licenses for Oliver Moser Dairy (Oliver Moser and Dean Moser) for the selling of raw unpasteurized milk, livestock and milk products and eggs; and for Dean Moser for Financial Planning and Investments Counseling: Dan Wilson moved to approve a Business License for Dean**

**Moser’s Financial Planning and Investments Counseling, seconded by Grant Johnson, all voted aye, motion carried.**

The Council agreed a Business License cannot be issued to Oliver Moser and Dean Moser, for Oliver Moser Dairy, until the state inspection to sell milk and milk products is approved.

Concern was expressed about the facility for the dairy products. The flies can be extremely bad with this kind of a set up. There doesn’t seem to be room to grow on the Moser’s property. Oliver Moser reported the cow mainly goes out on the ten acres to crap, so it is nothing they must deal with. They have ten chickens that eat the maggots out of the crap, so it keeps the area clean. Council members are also concerned about the animals getting out of the pasture. Dean Moser stated his cow has been out once. Dan Wilson corrected Dean and reported the cow was out twice and his horses and goats have also been out. Jeanette Minou confirmed they have been out.

Dean Moser reported his Billy goat is out of city limits and the roosters have been killed since he did not have a permit for them. His horse is not on the first Livestock Permit he received. The horse came up for a good price, so they purchased it.

Grant Johnson commended Oliver for wanting to take on this kind of a venture but advised him he still must work within the environment we have in the City.

Dean asked what he should do with the horse. Dan stated the moratorium on Livestock Permits is in effect for six months.

This Livestock Permit will be tabled at this time.

The council does not feel animals should be put in other people’s back yard. They should be housed on the property the resident lives on. A letter needs to be sent to the Yeates informing them their goats need to be removed within ten days.

**REPORTS**

**Tony Hancock:** Tony reported on the following items.

* The spring flow is about 377 gpm.
* The millings have been graded in place on the taxiway to both hangers and the parking lot at the Airport. Tony thanked the Road District for helping. Kory Morrison donated 20 loads of millings. A thank you letter will be sent to Kory and the Road District. Tony and Matt were also able to patch some of the holes further out on the taxiway. Grant suggested brooming it again, as the rocks are hard on the airplane propellers.
* Tony and Matt have been looking at a location for the splash pad. They looked at a location on the west side of Woodland Park, near the area where the old ice-skating pond used to be. Tony asked if the Council has any input on the location. The council agreed this is probably the best spot. Grant suggested maybe putting some benches in around the area. They might be able to get the concrete done this year. They will be ordering the splash pad kit.
* Tony and Matt have been doing some upgrades on the sprinklers. It has helped a lot.

Grant asked if we have sand and salt for the winter. Tony reported the State gave us a lot, so we have plenty. The State has also offered to donate some of the liquid ice melt if we want it; however, we are not set up for it.

**Brenda Kay:** Brenda reported Shannon Sutorius contacted the City about her

address at the old Downey Food Center. The County has her address listed as 5 North Main, and she would like the City to change her address to match the County’s. However, the address on the City’s official address list is 15 North Main, and Brenda feels it should remain as it is on the City’s list. It is the address we have always used. She is unsure if the County put it in their system wrong or if it is an old address that was used prior to the City’s new addressing system. Brenda tried to contact the County Assessor’s office but was sent straight to their answering machine. A message was left, but the county has not returned her call. The council agreed the addressing system should be followed.

Brenda provided the Council with a Notice of Public Hearing she received from Bannock County regarding property being considered for rezone. The property is located outside of Downey on Cambridge Road and Dewey Lane. A map is included with the notice. The request is to rezone about 119.7 acres of land from Agricultural to Residential Rural. This is outside the City’s area of impact.

Brenda received a telephone call from Peter Volk, along with an email regarding our water tanks. He is an attorney and represents Barnes Family Farmland, LLC. One of the properties they purchased is in Section 23 and includes land the City’s water tanks are on. When the Barnes purchased the property, the Title Report never showed the City of Downey as having been granted an access easement for ingress and egress nor an easement to run the water into and out of the towers and down to the City for the delivery of the water. This was not put on the Agenda because Brenda did not receive the information until yesterday, but she wanted the Council to be aware of the issue. The Barnes do not want to be paid for an easement. They just want to clean the record up.

When the City done the water project, Brenda plotted all the easements she found with the help of her mother-in-law. There are two different Deeds on the county website for the property where the water tanks are located. One description goes almost over the top of the other description and perhaps was done to clean up the old description. The deed Brenda found is from Shryl Barker to the City of Downey. It has been recorded and has a legal description and a 25-foot access agreement. The deed has been emailed to Peter, but she has not heard back from him. She asked the Council if they would like her to do anything else at this time. They suggested just waiting to hear back from Peter. Brenda will check for the easement on the transmission line.

Tony mentioned Brad and Kathy Hogan purchased property from Craig Criddle. Craig had an overflow water right during the summer months. These people want to get an easement to run a pipe through Bill Dixon’s property down to the Criddle property they purchased. They wanted to hook up to the overflow of the City’s waterline; however, Tony told them they could not hook up to it. He told them they can put a catch basin under it with the proper measurements to do it. They later came back and asked to take the overflow out above the tanks. Tony told them they could not take it out above the tanks, since the overflow is determined by what is not used by the City. Currently, the overflow water is running through a ditch to the Criddle property. Tony also told them if they are not using the overflow water, it will still need to run down the old ditch, which Bill Dixon agreed was okay.

Brenda informed the Council we received a verbal complaint about the trailers parked on Ruth Jones property. The complainant reported there was stuff all over the field and it is a mess. Selena Guthrie looked at the property and the trailers are parked in a row and the stuff is stacked neatly next to the trailers. The Council may want to look at the property and let Brenda know if they feel there is a problem with the condition of the property. Brenda also presented the Council with a written complaint to review, which she received from someone else on a different issue.

Brenda mentioned when we had our Ordinances codified, it was her understanding we would continue to have the Ordinances codified as they were changed or amended. The council agreed the Ordinances should be kept in order.

Brenda received the Animal Control and Livestock Ordinance from the attorney. She provided a copy to the Council to review. Dan Wilson suggested we have a meeting to review the Ordinance.

When Brenda talked to the City Attorney about the Livestock and Animal Control Ordinance, she mentioned the Bannock County Sheriff’s Office will not enforce our Code. He questioned why this is not part of the police contract. He said Franklin County enforces the code in the small communities in Franklin County. He suggested discussing this with the County. Our Contract ends this month, but we have not received a new Contract from the County at this time. The City Attorney said it is their duty to enforce the law. He also wondered who will do the prosecution. Will the County charge us prosecution fees, or will they ask us to have our attorney prosecute charges? At one point, the County Prosecutor wanted to have a contract with the City, but he never followed through with a Contract. The Council agreed to set up a meeting with the Sheriff’s Department, the City Council and the City Attorney.

**Gary Barnes:** President Barnes reported Marsha Elmore delivered a letter to the City

today at 2:00 p.m. stating the Senior Center is going to be closing. Marsha offered the equipment and propane to the City to purchase within 48 hours. Otherwise, she has others interested in purchasing it. President Barnes will talk to Bob Zanine, Chairman of the Senior Center Board, about the matter, and then we may need to schedule a special meeting to decide whether to purchase the equipment.

Gary thanked the staff and council for all they do. He also thanked the residents for what they do.

**Rex Nielsen:** Not present.

**Daniel Wilson:** Dan thanked the staff for all they do and for the community’s input. It

helps make the council’s decisions easier.

**Grant Johnson:** Grant expressed appreciation to the staff for all they do. He also

appreciates the community’s input.

**Mayor Phillips:** Not present.

**ACTION ITEM** **– Adjournment: Dan Wilson moved to adjourn, Grant Johnson**

**seconded it.**

**APPROVED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Gary Barnes**

**Attest\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Brenda Kay, City Clerk**