

# City of Glenns Ferry

110 East 2nd Avenue ~ P. O. Box 910 ~ Glenns Ferry, ID 83623  
208-366-7418 ~ fax 208-366-2238

**MAYOR**  
William L. Galloska, DMin

**CITY COUNCIL**  
Susan Case, President  
Steve Alderman  
David Payne  
Jordan Thomas

Welcome, Please Silence Cell Phones during the Meeting

## AGENDA TUESDAY, June 11, 2024, at 7:00 PM

"Although the City of Glenns Ferry no longer requires sworn testimony, all presentations before the Mayor and Council are expected to be truthful and honest to the best of the ability of the presenter."

- Item 1.** OPEN MEETING/ROLL CALL.  
\_\_\_\_ Susan Case \_\_\_\_ Jordan Thomas \_\_\_\_ Steve Alderman \_\_\_\_ David Payne  
\_\_\_\_ Mayor Billy Galloska
- Item 2.** PLEDGE OF ALLEGIANCE:
- Item 3.** MOTION TO: [ACTION ITEM] Any Changes to the Agenda/Adopt the Agenda:
- Item 4.** PUBLIC COMMENTS: Please Sign in to Speak: For information purposes only on items not placed on the agenda. No action or decision can be made on public comments. Comments are limited to 3 minutes.
- Item 5.** MOTION TO: [ACTION ITEM] Consent Agenda.  
A. City Council Meeting Minutes for May 28, 2024.
- Item 6.** ITEMS MOVED FROM CONSENT AGENDA FOR FURTHER DISCUSSION:
- Item 7.** DISCUSSION/MOTION: [ACTION ITEM] Accounts Payables for May/June 2024.
- Item 8.** DEPARTMENT/COMMITTEE MEMBER REPORT: Department Head Reports are given as requested by the Mayor but no less than once per quarter in compliance with the City of Glenns Ferry Handbook.  
A. Sheriff Office: Sheriff Hollinshead:  
B. Fire Chief: Derik Janousek:  
C. City Engineer: Keller Associates, Inc: Donn Camahan, PE:  
D. Public Works Director: Jon Ficken:  
E. Clerk/Treasurer: Teresa Parsons:  
F. Planning & Zoning: Lori Freeman:  
G. Animal Control/Code Enforcement: Jackie Shenk:  
H. Building Inspector: Kent Knab:  
I. Librarian: Nicole Askew:  
J. Economic Development: Christy Acord:  
K. Cemetery Committee: Kurtis Workman:  
L. Airport Site Manager: Brian Reid:  
M. Historical Museum: Donna Camahan:
- Item 9.** DISCUSSION/MOTION: [ACTION ITEM] Christy Acord: WIC: Kristi Lakatos.
- Item 10.** DISCUSSION/MOTION: [ACTION ITEM] Anthem Broadband Contract. Tabled from 5/14/24 & 5/28/24.
- Item 11.** DISCUSSION: Phillip Villarreal: Requesting Attorney Presence at Meetings.
- Item 12.** DISCUSSION/MOTION: [ACTION ITEM] Animal Control and Code Enforcement Budget Review.
- Item 13.** DISCUSSION/MOTION: [ACTION ITEM] Fire Department Budget Review.
- Item 14.** DISCUSSION/MOTION: [ACTION ITEM] Planning and Zoning Recommendation to Amend the Official Zoning Map By Rezoning Certain Parcels From Heavy Industrial to Mixed Residential and From Heavy Industrial to Agricultural Zone. (ROLL CALL VOTE)
- Item 15.** DISCUSSION/MOTION: [ACTION ITEM] Planning and Zoning Recommendation to Amend Zoning Regulation Ordinance. (ROLL CALL VOTE)
- Item 16.** DISCUSSION: City Property Review as Requested by Councilman Payne.
- Item 17.** MAYOR AND CITY COUNCIL COMMENTS:
- Item 18.** ADJOURN:

From your computer, tablet or smartphone. <https://global.gotomeeting.com/join/389191373>

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Any person(s) needing an interpreter or special accommodations to participate in the above noticed meeting can contact Glenns Ferry City Hall 208-366-7418 at least two working days before the meeting.

Posted by: Teresa Nelson Parsons – City Clerk/Treasurer

Glenns Ferry City Council Regular Meeting  
May 28, 2024

**City of Glenns Ferry City Council Meeting May 28, 2024**

The Council meeting of the City of Glenns Ferry for 7:00pm on Tuesday, May 28, 2024, by Mayor Billy Galloska.

Members Present: City Attorney informed Mayor and Clerk a sign in sheet is not mandatory for regularly held Council Meetings.

- Regular City Council Meetings: Sign in Sheet **NOT** Mandatory.
- Public Comments: Sign in Sheet **IS** Mandatory.
- Land Use Meetings: Sign in Sheet **IS** Mandatory.
- Public Hearings: Sign in Sheet **IS** Mandatory.

Staff Present: Kristian McFarland, Jon Ficken, Derik Janousek, Donn Carnahan, Christy Acord, Erica Ross, Nicole Askew, Geoff Schroeder

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**Item 1. OPEN MEETING/ROLL CALL:**

X  Susan Case  X  Jordan Thomas  X  Steve Alderman  X  David Payne  
 X  Mayor Billy Galloska

**Item 2. PLEDGE OF ALLEGIANCE:**

**Item 3. MOTION TO: [ACTION ITEM] Any Changes to the Agenda/Adopt the Agenda:**

**Case:** Motion to adopt the agenda.

**Payne:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 4. PUBLIC COMMENTS: Please Sign in to Speak: For information purposes only on items not placed on the agenda. No action or decision can be made on public comments. Comments are limited to 3 minutes.**

**Christy Acord:** Cemetery looks amazing. Suggested replacing cemetery porta john with ADA porta john.

**Item 5. MOTION TO: [ACTION ITEM] Consent Agenda.**

A. Accounts Payables for May 2024.

B. City Council Meeting Minutes for May 14, 2024.

**Payne:** Strike Item A from the consent agenda, repeated in Item 7.

**Payne:** Motion to approve.

**Thomas:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Payne:** Move that we adopt the consent agenda striking Item A.

**Thomas:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 6. ITEMS MOVED FROM CONSENT AGENDA FOR FURTHER DISCUSSION:**

**Item 7. DISCUSSION/MOTION: [ACTION ITEM] Accounts Payables for May 2024.**

**Payne:** Accounts payables clarification questions.

**Payne:** I move that we adopt the accounts payable for May 2024.

**Case:** Second.

**Mayor Galloska:** All in favor, all – ayes

**Item 8. DEPARTMENT/COMMITTEE MEMBER REPORT: Department Head Reports are given as requested by the Mayor but no less than once per quarter in compliance with the City of Glenns Ferry Handbook.**

Sheriff Office: Sheriff Hollinshead:

**Sheriff Hollinshead:** Absent.

Glenns Ferry City Council Regular Meeting  
May 28, 2024

*Fire Chief: Derik Janousek:*

**Janousek:** 3 in city calls and 4 outside city calls.

**Alderman:** Does the fire department use King Hill Irrigation for calls?

**Janousek:** We do. There's a hydrant on Cleveland.

**Payne:** Issues using irrigation due to snails etc?

**Janousek:** No.

*City Engineer: Keller Associates, Inc: Donn Carnahan, PE:*

**Carnahan:** Working on sewer, water, stormwater master plans DEQ Grant to get going or not.

*Public Works Director: Jon Ficken:*

**Ficken:** Owyhee Street implementing irrigation lines, cemetery prep for Memorial Day, city park prep for 4<sup>th</sup> of July, pipe leak issue that was completed (showed pipe).

*Clerk/Treasurer: Teresa Parsons:*

**Parsons:** Absent.

**Mayor Galloska:** No clerk right now, Caselle our back-office program, and current office staff covering.

*Planning & Zoning: Lori Freeman:*

**Freeman:** Absent.

*Animal Control/Code Enforcement: Jackie Shenk:*

**Shenk:** Absent.

**Mayor Galloska:** Read report.

**Payne:** Results added to report.

*Building Inspector: Kent Knab:*

**Knab:** Absent.

*Librarian: Nicole Askew:*

**Askew:** N/A

*Economic Development: Christy Acord:*

**Acord:** May 29<sup>th</sup> Three Island State Park cleanup part of Southwest Idaho Tourism Group, EDPRO Grant goes in May 31<sup>st</sup>, Putting together Elmore County Coalition Heath Fair August 17<sup>th</sup>.

*Cemetery Committee: Kurtis Workman:*

**Workman:** N/A

*Airport Site Manager: Brian Reid:*

**Mayor Galloska:** Gentleman wanting to bring hangers to airport per mayor, more to come.

*Historical Museum: Donna Carnahan:*

**Carnahan:** Absent.

**Item 9.** DISCUSSION/MOTION: [ACTION ITEM] Mayor Galloska: Appointment of Library Board for Seat 5 Term Ending January 31, 2026.

**Case:** Motion to appoint John Taylor to Library Board Seat 5.

**Alderman:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 10.** DISCUSSION/MOTION: [ACTION ITEM] Anthem Broadband Contract.

**General Discussion.** Tabled from 05/14/2024. Tabled 05/28/2024.

**Payne:** Move to table.

**Thomas:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 11.** DISCUSSION/MOTION: [ACTION ITEM] Lori Wilson: Trophy club Revitalization.

**General Discussion.** Tabled 05/28/2024.

**Thomas:** Move to table.

**Alderman:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 12.** DISCUSSION/MOTION: [ACTION ITEM] Chamber of Commerce: 4<sup>th</sup> of July Celebration.

Glenns Ferry City Council Regular Meeting  
May 28, 2024

**Case:** Motion to approve.

**Payne:** Second.

**Mayor Galloska:** All in favor, all – ayes

**Item 13.** DISCUSSION/MOTION: [ACTION ITEM] Christy Acord: Get Healthy Idaho – Open Space Trails.  
Tabled from 04/23/2024.

**General Discussion.**

**Item 14.** DISCUSSION/MOTION: [ACTION ITEM] Mayor Galloska: Adopt Resolution No. 24-05 AUTHORIZING THE ADOPTION OF THE 2023 ELMORE COUNTY PATHWAYS TRAILS AND OPEN SPACES ACTION PLAN.

**Thomas:** So moved.

**Alderman:** Second.

(ROLL CALL VOTE)

**McFarland:** Case – Aye      Thomas – Aye      Alderman – Aye      Payne – Aye

**Item 15.** DISCUSSION/MOTION: [ACTION ITEM] Impact Fees/Committee. Tabled from 04/23/2024. Tabled 05/28/2024.

**Thomas:** Move to table.

**Case:** Second.

**Mayor Galloska:** All in favor, all – ayes.

**Item 16.** DISCUSSION: City Property Review as Requested by Councilman Payne. Move to next agenda.

**Payne:** Continue to work on property list.

**Mayor Galloska:** Properties can be bargaining chips for growth will continue to investigate city properties.

**Item 16.** MAYOR AND CITY COUNCIL COMMENTS:

**Payne:** Commented on appreciation for help with VFW & cemetery, requested an alert to the public on irrigation use be put in paper.

**Alderman:** Commented on getting alleys cleaned up, get people out of living in trailers & campers, inquired about the progress for planning and zoning, appreciation on the street sweeper clean-up.

**Thomas:** Commented on school being out soon and to be watchful of children, requested sheriff's presence on specific streets through town.

**Case:** Requested door hangers be sent out for the city's alerts program; TextMyGov for citizens to sign up for city alerts, dog breeder's ordinance in city limits be brought back up and discussed for future decisions to the city code.

**Mayor Galloska:** Commented on a possible tax rebate program that he is looking into, section of Madison for future agenda.

**Item 17.** ADJOURN: 8:43 pm

Minutes submitted by: Brenda Chafin and Kristian McFarland

Date: 05/30/2024

Approved by the City Council:

Date: 05/ /2024

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William L. Galloska - Mayor

Attest: \_\_\_\_\_

Teresa Parsons - Clerk/Treasurer

## Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>ACORD GROUP, LLC</b>								
8045	ACORD GROUP, LLC	5.2024 2024-0	ECONOMIC DEVELOPMENT PRO	05/22/2024	3,187.13	3,187.13	05/30/2024	
Total ACORD GROUP, LLC:					3,187.13	3,187.13		
<b>ELMORE CO AUDITOR/RECORDER</b>								
1253	ELMORE CO AUDITOR/RECOR	6.2024	COUNTY LAW ENFORCEMENT	05/30/2024	15,480.33	15,480.33	05/30/2024	
Total ELMORE CO AUDITOR/RECORDER:					15,480.33	15,480.33		
<b>EMPLOYEE REIMBURSEMENT</b>								
4700	EMPLOYEE REIMBURSEMENT	20240522-01	TRANSPORT DOG TO PILOT TR	05/30/2024	36.31	36.31	05/30/2024	
4700	EMPLOYEE REIMBURSEMENT	20240529	PIZZA FOR CLEANING VOLUNT ANIMAL CONTROL MUSEUM	05/11/2024	196.65	196.65	05/30/2024	
Total EMPLOYEE REIMBURSEMENT:					232.96	232.96		
<b>FERGUSON ENTERPRISES, LLC</b>								
1294	FERGUSON ENTERPRISES, LL	889560	PVC/ACCY PK FOR AIRPORT	05/30/2024	982.46	982.46	05/30/2024	
Total FERGUSON ENTERPRISES, LLC:					982.46	982.46		
<b>GREEN HEAVEN LAWN CARE, LLC</b>								
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	2,900.00	2,900.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	140.00	140.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	1,240.00	1,240.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	80.00	80.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	80.00	80.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	180.00	180.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	320.00	320.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	300.00	300.00	05/30/2024	
732	GREEN HEAVEN LAWN CARE, L	1015	MOWING & WEED EATING/BLO	05/29/2024	180.00	180.00	05/30/2024	
Total GREEN HEAVEN LAWN CARE, LLC:					5,420.00	5,420.00		
<b>HAWKINS &amp; COMPANY</b>								
4053	HAWKINS & COMPANY	119309	CONTROL PANEL PROGRAMMI	05/30/2024	1,923.35	1,923.35	05/30/2024	
Total HAWKINS & COMPANY:					1,923.35	1,923.35		
<b>IDAHO POWER</b>								
1900	IDAHO POWER	05/2024.4 2206	POWER 300HP WTP	05/21/2024	2,360.85	2,360.85	05/30/2024	
Total IDAHO POWER:					2,360.85	2,360.85		
<b>KING HILL CONSTRUCTION, LLC</b>								
8023	KING HILL CONSTRUCTION, LL	653	TRENCH/BACKFILL WATERLINE	05/30/2024	720.00	720.00	05/30/2024	
Total KING HILL CONSTRUCTION, LLC:					720.00	720.00		
<b>KNIGHT VETERINARIAN CLINIC LLP</b>								
2449	KNIGHT VETERINARIAN CLINIC	1777128	EXAM/BRAVECTO FOR KIRO	05/29/2024	160.47	160.47	05/30/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total KNIGHT VETERINARIAN CLINIC LLP:					160.47	160.47		
<b>STATE TAX COMMISSION</b>								
3682	STATE TAX COMMISSION	5.2024 14976	STATE WITHHOLDING	05/29/2024	1,371.00	1,371.00	05/30/2024	
Total STATE TAX COMMISSION:					1,371.00	1,371.00		
<b>UNIFIED OFFICE SERVICES</b>								
7082	UNIFIED OFFICE SERVICES	324895 19-402	NOTE CARDS/STPL RMVR/COP	05/21/2024	36.37	36.37	05/30/2024	
7082	UNIFIED OFFICE SERVICES	J24095 19-402	LYSOL WIPES	05/21/2024	51.99	51.99	05/30/2024	
Total UNIFIED OFFICE SERVICES:					88.36	88.36		
<b>US POST OFFICE</b>								
4025	US POST OFFICE	PI-P10 5.2024	POSTAGE/UTILITY BILLS	05/30/2024	119.57	119.57	05/30/2024	
4025	US POST OFFICE	PI-P10 5.2024	POSTAGE/UTILITY BILLS	05/30/2024	119.56	119.56	05/30/2024	
Total US POST OFFICE:					239.13	239.13		
<b>VISION SERVICE PLAN</b>								
6000	VISION SERVICE PLAN	820470942 071	VISION INSURANCE	05/17/2024	252.96	252.96	05/30/2024	
Total VISION SERVICE PLAN:					252.96	252.96		
Grand Totals:					32,419.00	32,419.00		

Approved by City Council: \_\_\_\_\_

Mayor William L. Galloska: \_\_\_\_\_

Attested Clerk/Treasurer: \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

Report Criteria:

Detail report.  
Invoices with totals above \$0.00 included.  
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
<b>BARNES &amp; NOBLE, INC</b>								
7265	BARNES & NOBLE, INC	7365307 45448	GRANT EXPENSE ALL THAT MA	05/14/2024	760.68	760.68	06/05/2024	
Total BARNES & NOBLE, INC:					760.68	760.68		
<b>CAMPBELL TRACTOR</b>								
650	CAMPBELL TRACTOR	070145 P3716	BOLTS FOR MINI EXCAVATOR	05/29/2024	28.90	28.90	06/05/2024	
Total CAMPBELL TRACTOR:					28.90	28.90		
<b>CASELLE, INC</b>								
750	CASELLE, INC	1429 133051	PAYROLL ASSIST MAY 4 HRS	05/31/2024	740.00	740.00	06/05/2024	
Total CASELLE, INC:					740.00	740.00		
<b>CATERING PERMIT REFUND</b>								
4205	CATERING PERMIT REFUND	20240605.1	CATERING PERMIT REFUN FOR	06/05/2024	40.00	40.00	06/05/2024	
Total CATERING PERMIT REFUND:					40.00	40.00		
<b>CENTURYLINK</b>								
5000	CENTURYLINK	333053194 208	TRMNT PLNT	05/25/2024	124.72	124.72	06/05/2024	
Total CENTURYLINK:					124.72	124.72		
<b>CHRISTENSEN INC. DBA UNITED OIL</b>								
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL56	STREETS FUEL	05/15/2024	47.14	47.14	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL56	WATER FUEL	05/15/2024	47.14	47.14	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL56	SEWER FUEL	05/15/2024	47.14	47.14	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL56	CE FUEL	05/15/2024	59.74	59.74	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL56	AC FUEL	05/15/2024	59.75	59.75	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL57	STREETS FUEL	05/31/2024	246.79	246.79	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL57	WATER FUEL	05/31/2024	246.80	246.80	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL57	SEWER FUEL	05/31/2024	246.79	246.79	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL57	CE FUEL	05/31/2024	27.86	27.86	06/05/2024	
3750	CHRISTENSEN INC. DBA UNITE	1008303 CL57	AC FUEL	05/31/2024	27.86	27.86	06/05/2024	
Total CHRISTENSEN INC. DBA UNITED OIL:					1,057.01	1,057.01		
<b>D&amp;B SUPPLY</b>								
957	D&B SUPPLY	C55003 1246 4	VAC CANINE	05/31/2024	282.85	282.85	06/05/2024	
957	D&B SUPPLY	C55003 1246 4	60V 2PK BATTERIES	05/31/2024	353.21	353.21	06/05/2024	
Total D&B SUPPLY:					636.06	636.06		
<b>GLENN'S FERRY AUTO &amp; AG</b>								
1351	GLENN'S FERRY AUTO & AG	2310	BFLUID DOT/GAL RTU/LOCK NU	05/24/2024	62.96	62.96	06/05/2024	
1351	GLENN'S FERRY AUTO & AG	2310	SLYDE KING/KNIFE SET	05/24/2024	145.99	145.99	06/05/2024	
1351	GLENN'S FERRY AUTO & AG	2310	DISC PAD/BRAKE ROTOR	05/24/2024	156.99	156.99	06/05/2024	
1351	GLENN'S FERRY AUTO & AG	2310	QUICK SEAL PIPE REPAIR/WIN	05/24/2024	116.45	116.45	06/05/2024	
1351	GLENN'S FERRY AUTO & AG	2310	JACK STAND & CABLE	05/24/2024	124.97	124.97	06/05/2024	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total GLENN'S FERRY AUTO & AG:					607.36	607.36		
<b>IDAHO POWER</b>								
1900	IDAHO POWER	06/2024.01	110 HP WTP	05/29/2024	548.72	548.72	06/05/2024	
1900	IDAHO POWER	06/2024.01	1981 W MADISON	05/29/2024	5.00	5.00	06/05/2024	
1900	IDAHO POWER	06/2024.01	STREET LIGHTS	05/29/2024	.00	.00		
1900	IDAHO POWER	06/2024.01	SEWER LAGOONS	05/29/2024	495.85	495.85	06/05/2024	
1900	IDAHO POWER	06/2024.01	N LINCOLN/E ID/DOC	05/29/2024	62.00	62.00	06/05/2024	
Total IDAHO POWER:					1,111.57	1,111.57		
<b>IDAHO RURAL WATER ASSOCIATION</b>								
1935	IDAHO RURAL WATER ASSOCIA	2741	ANNUAL MEMBERSHIP DUES	06/04/2024	277.50	277.50	06/05/2024	
1935	IDAHO RURAL WATER ASSOCIA	2741	ANNUAL/MEMBERSHIP DUES	06/04/2024	277.50	277.50	06/05/2024	
Total IDAHO RURAL WATER ASSOCIATION:					555.00	555.00		
<b>LENZ INC.</b>								
7481	LENZ INC.	910 01-197250	SALT	05/31/2024	471.87	471.87	06/05/2024	
7481	LENZ INC.	910 01-197250	HARTZ TICK/TWEEZERS	05/31/2024	25.78	25.78	06/05/2024	
Total LENZ INC.:					497.65	497.65		
<b>LOCK DOC AND KEY 911</b>								
7075	LOCK DOC AND KEY 911	517626	SERVICE CALL/ONE COMM KE	06/05/2024	270.00	270.00	06/05/2024	
Total LOCK DOC AND KEY 911:					270.00	270.00		
<b>MOUNTAIN ALARM</b>								
9450	MOUNTAIN ALARM	4731011	EXTINGUISHER INSPECTION/6	05/11/2024	701.50	701.50	06/05/2024	
Total MOUNTAIN ALARM:					701.50	701.50		
<b>MOUNTAIN HOME PRINTING</b>								
1130	MOUNTAIN HOME PRINTING	3796	WASTE WATER SYSTEM BK	06/04/2024	59.30	59.30	06/05/2024	
1130	MOUNTAIN HOME PRINTING	3796	WATER SYSTEM BK	06/04/2024	75.00	75.00	06/05/2024	
Total MOUNTAIN HOME PRINTING:					134.30	134.30		
<b>PAIGE MECHANICAL GROUP</b>								
2473	PAIGE MECHANICAL GROUP	40452	WELCOME PRK/CH BACKLAWN	05/22/2024	185.00	185.00	06/05/2024	
2473	PAIGE MECHANICAL GROUP	40530	BREAKER TRIP/RESET AND MA	05/30/2024	185.00	185.00	06/05/2024	
Total PAIGE MECHANICAL GROUP:					370.00	370.00		
<b>PETTY CASH</b>								
3350	PETTY CASH	05-2024	POSTAGE ADMIN	06/05/2024	9.85	9.85	06/05/2024	
3350	PETTY CASH	05-2024	POSTAGE CEMETERY	06/05/2024	1.63	1.63	06/05/2024	
3350	PETTY CASH	05-2024	P&Z POSTAGE	06/05/2024	68.00	68.00	06/05/2024	
Total PETTY CASH:					79.48	79.48		
<b>SNAKE RIVER RUBBISH LLC</b>								
7400	SNAKE RIVER RUBBISH LLC	151 2191	GARBAGE SERVICE	06/01/2024	174.23	174.23	06/05/2024	
7400	SNAKE RIVER RUBBISH LLC	151 2191	CEMETERY LOCATION GARBA	06/01/2024	109.11	109.11	06/05/2024	



Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid	Voided
Total SNAKE RIVER RUBBISH LLC:					283.34	283.34		
<b>STEVE VAN NORMAN</b>								
1163	STEVE VAN NORMAN	20240524	TECH SUPPORT	05/25/2024	400.00	400.00	06/05/2024	
1163	STEVE VAN NORMAN	20240524	TECH SUPPORT	05/25/2024	400.00	400.00	06/05/2024	
Total STEVE VAN NORMAN:					800.00	800.00		
<b>UTILITY REFUND</b>								
4500	UTILITY REFUND	30653	W/S REFUND/FINAL BILL	06/03/2024	95.78	95.78	06/05/2024	
4500	UTILITY REFUND	7406	W/S REFUND/FINAL BILL	06/03/2024	49.12	49.12	06/05/2024	
Total UTILITY REFUND:					144.90	144.90		
<b>VERIZON WIRELESS</b>								
934	VERIZON WIRELESS	9964891184	LIBRARY 1 CELL/1DESK	05/23/2024	70.95	70.95	06/05/2024	
934	VERIZON WIRELESS	9964891184	WATER	05/23/2024	128.66	128.66	06/05/2024	
934	VERIZON WIRELESS	9964891184	STREETS 3 CELLS	05/23/2024	128.66	128.66	06/05/2024	
934	VERIZON WIRELESS	9964891184	AC	05/23/2024	20.82	20.82	06/05/2024	
934	VERIZON WIRELESS	9964891184	ADMIN PHONES	05/23/2024	328.00	328.00	06/05/2024	
934	VERIZON WIRELESS	9964891184	ADMIN CC TABLETS	05/23/2024	160.04	160.04	06/05/2024	
934	VERIZON WIRELESS	9964891184	SEWER 3 CELLS	05/23/2024	128.65	128.65	06/05/2024	
934	VERIZON WIRELESS	9964891184	EC CELL	05/23/2024	20.82	20.82	06/05/2024	
Total VERIZON WIRELESS:					986.60	986.60		
<b>WATER DEPOSIT REFUND</b>								
4600	WATER DEPOSIT REFUND	120010	WATER DEPOSIT REFUND	06/05/2024	75.00	75.00	06/05/2024	
4600	WATER DEPOSIT REFUND	16804	WATER DEPOSIT REFUND	06/05/2024	75.00	75.00	06/05/2024	
4600	WATER DEPOSIT REFUND	17207	WATER DEPOSIT REFUND	06/05/2024	75.00	75.00	06/05/2024	
4600	WATER DEPOSIT REFUND	8106	WATER DEPOSIT REFUND	06/05/2024	75.00	75.00	06/05/2024	
Total WATER DEPOSIT REFUND:					300.00	300.00		
Grand Totals:					10,229.07	10,229.07		

Approved by City Council: \_\_\_\_\_

Mayor William L. Galloska: \_\_\_\_\_

Attested Clerk/Treasurer: \_\_\_\_\_

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.

## SITE LEASE

THIS SITE LEASE ("Lease") is by Anthem Broadband and between

("Landlord") and Anthem Broadband, an Idaho Limited Liability Company ("Tenant").

### RECITAL

Landlord desires to lease to Tenant and Tenant desires to lease from Landlord the Leased Premises (as hereafter defined) pursuant to the terms and conditions set forth in this Lease for the transmission and reception of internet communication signals and for the construction of related facilities, among other activities.

### AGREEMENT

**NOW THEREFORE**, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration the Parties hereby agree as follows:

**1. Lease and Easement.** For and in consideration of the Rent (as defined in Section 4) and the covenants set forth below, Landlord hereby grants to Tenant a lease to use a portion of the real property described in the attached Exhibit A (the "**Property**"), as generally described and depicted in the attached Exhibit B (the "**Leased Premises**"), as well as an easement in, under and across the Property for ingress, egress, utilities and access to the Leased Premises to service the Leased Premises and the Internet Facilities (as hereafter defined in Section 7) ("**Easement**").

**2. Term.** The initial term of the Lease shall be five (5) years commencing on the Effective Date ("**Initial Term**"). At the expiration of the Initial Term, this Lease will automatically renew for three (3) additional five (5) year terms ("**Renewal Term**"), unless terminated in accordance with Section 8.

**3. Permitted Use.** Permitted use of the Leased Premises by Tenant includes but is not limited to: transmission and reception of internet communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, tower and base, antennas, microwave dishes, equipment shelters and/or cabinets and related activities ("**Permitted Use**").

**4. Rent.** In consideration for the covenants set forth herein, Tenant shall provide Landlord the service described in the attached Exhibit C ("**Rent**").

**5. Interference.** Tenant shall not use the Leased Premises in a manner which interferes with the established use of the Property by Landlord, or pre-existing lessees or licensees of Landlord.

**6. Improvements: Utilities; Access.**

a. Tenant shall have the right, at its expense, to erect and maintain on the Leased Premises improvements, personal property and facilities necessary to operate its internet communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, tower and base, equipment shelters and/or cabinets and related cables and utilities lines (collectively the "**Internet Facilities**")., provided, however that the location of improvements upon and physical alterations to the Property are subject to approval by the Glens Ferry Director of Public Works in writing. Tenant shall have the right to replace or upgrade the Internet Facilities at any time during the

term of this Lease. Tenant shall cause all construction to occur lien-free and in compliance with all applicable laws and ordinances. The Internet Facilities shall remain the exclusive property of Tenant. Tenant shall have the right to remove the Internet Facilities at any time during the term of this lease or shall have a reasonable time to do so upon termination of this Lease.

b. Tenant shall, at Tenant's expense, keep and maintain the Internet Facilities now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Leased Premises shall be returned to Landlord in good, usable condition, normal wear and tear and casualty excepted.

c. Landlord shall diligently correct any variation, interruption or failure of utility service within Landlord's control.

d. Tenant shall have 24-hours-a-day, 7-days-a-week access to the Leased Premises at all times during the Term of this Lease.

**7. Termination.** Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability in any of the following ways:

a. By either Party upon sixty (60) days written notice to the other Party prior to the end of the Initial Term or any Renewal Term.

b. Upon thirty (30) days written notice by Landlord if Tenant fails to cure a default for failure to provide Rent within that thirty (30) day period;

c. Upon sixty (60) days written notice by either Party if the other Party commits a non-monetary default and fails to cure or commence curing such default within that sixty (60) day period, or such longer period as may be required to diligently complete a cure commenced within that sixty (60) day period;

d. Immediately if Tenant is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Internet Facilities or Tenant's business; or

e. Immediately upon written notice by Tenant if the Leased Premises or the Internet Facilities are destroyed or damaged so as in Tenant's reasonable judgment to substantially and adversely affect the effective use of the Internet Facilities. If Tenant elects to continue this Lease, then all Rent shall abate until the Leased Premises and/or Internet Facilities are restored to the condition existing immediately prior to such damage or destruction.

f. Immediately, if the Property is foreclosed on or Landlord files for Bankruptcy protection. In such cases, Tenant shall have the option to maintain this Lease until such time as Tenant considers it reasonable or necessary to vacate the Leased Premises, or at its election, Tenant may remain on the Property, but shall pay the amounts owing pursuant to the terms of this Lease until Tenant vacates the Leased Premises.

**8. Taxes.** Tenant shall pay any personal property taxes assessed on, or any portion of such taxes directly attributable to, the Internet Facilities.

**9. Insurance and Subrogation.** Tenant shall provide Commercial General Liability Insurance in an aggregate amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). Tenant may satisfy this requirement by obtaining the appropriate endorsement to any master policy of liability insurance Tenant

may maintain. Landlord shall be listed as an additional insured on the policy. Landlord shall be notified in writing at least 30 (thirty) days prior to termination of policy.

**10. Tenant's Indemnity.** Tenant agrees to hold Landlord harmless from claims arising from the installation, use, maintenance, repair or removal of the Internet Facilities, except for claims arising from the site negligence or intentional acts of Landlord, its employees, agents or independent contractors.

**11. Landlord's Indemnity.** Landlord shall protect, defend, indemnify and hold harmless Tenant against and from any and all claims, demands, losses, damages, orders, judgments, and any and all costs and expenses (including, without limitation, reasonable attorney fees and costs of litigation), resulting from or incurred by Tenant on account of any breach of this Lease by Landlord.

**12. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

If to Landlord; to:	If to Tenant, to:
	Anthem Broadband  906 S Onedia St #8  Rupert Idaho 83350  projects@anthembb.com  208-677-8000

**13. Environmental Laws.** Tenant shall not introduce or use any hazardous material or toxic substance, including any substance which is flammable, explosive, radioactive, toxic, corrosive, infectious, carcinogenic, mutagenic, contains asbestos, is defined as a pollutant, contaminant, or hazardous waste, or is otherwise hazardous (“**Hazardous Substance**”) on the Property in violation of any applicable law. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence of any Hazardous Substance on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment, that relate to or arise solely from Tenant’s activities on the Property.

**14. Assignment and Subleasing.** Tenant shall have the right to assign or otherwise transfer this Lease, and all the rights hereunder, to any person or business entity which is a parent, subsidiary or affiliate of Tenant, is merged or consolidated with Tenant, or purchases more than fifty percent (50%) of either an ownership interest in Tenant or the assets of Tenant in the area in which the Property is located. Except as otherwise provided herein, Tenant shall not have the right to sublet or assign this Lease without the written agreement of Landlord.

**15. Successors and Assigns.** This Lease, along with the Easement granted hereunder, shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

**16. Waiver of Landlord’s Lien or Fixture.** Landlord hereby waives any and all lien or fixture rights it may have, statutory or otherwise concerning the Internet Facilities or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Landlord gives Tenant the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Tenant’s sole discretion and without Landlord’s consent.

**17. Miscellaneous.**

a. The prevailing Party in any litigation arising hereunder shall be entitled to its reasonable attorney fees and court costs, including appeals, if any.

b. Each Party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both Parties.

d. This Lease shall be construed in accordance with the laws of the state in which the Property is located.

e. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The Parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable.

f. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

g. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

IN WITNESS WHEREOF, the Parties hereby execute and deliver this Lease to be effective as of the Effective Date.

**LANDLORD:**

**TENANT:**

\_\_\_\_\_  
Landlord Signature

\_\_\_\_\_  
Tenant Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**EXHIBIT A**

**EXHIBIT B**

**EXHIBIT C**

The site for the Internet connection will be at (if applicable):

Terms of this agreement will take effect once the tower is built and released for installs.