

CITY OF BOX ELDER COMMON COUNCIL MEETING MINUTES
Tuesday March 6, 2018
7:00 pm Regular Meeting – City Council Chambers, 420 Villa Drive, Box Elder

Public comments are welcomed, but no action will be taken by the Council on comments received for items not on this agenda. Anyone wishing to have the Council vote on a new item will need to fill out an agenda request item form for the item to be considered on the next council agenda.

1. Call meeting to order

2. Moment of Silence/Pledge of Allegiance

3. Roll Call

Present were Mayor Larry Larson, Council Members Scott Allen, Steven Cowley, Bruce Hagel, Jeff Hollinshead, Ruck, McPherson, and Tricia Weathers. Also present were Interim City Attorney Richard Pluimer, Police Chief Jason Dubbs, Public Works Director Bob Kaufman, Planning and Zoning Director Ron Koan, Assistant Finance Officer Rebecca Davis, and Accountant Mandy Morris

4. Approve Agenda

Motion to approve with Aflac payroll returns by Hegel, seconded by Hollinshead. Vote aye: unanimous.

5. Declaration of any potential conflicts-of-interest

None

CONSENT AGENDA: Agenda items 6 through 8 on the Consent Agenda are meant to be approved as a group with a single motion. Questions may be asked of any Consent Agenda items but may not be debated. Any Consent Agenda item may be removed from the Consent Agenda for separate action at the request of any Council Member or anyone present. All questions are to be directed to the Department Head.

6. To approve the reading of the February 20, 2018 Common Council Meeting Minutes and February 21, 2018 Common Council Public Hearing on Special Assessment Meeting Minutes.

7. To approve Payroll 5 (Feb 04- Feb 17). Total Payroll \$65,612.45; General Government: \$3,807.67; Finance Office: \$11,395.17; Police Department: \$25,183.96; PW Street Maintenance: \$6,334.26; PW Parks \$4,530.42; Planning & Zoning: \$5,386.85; P & Z Board: \$600.00; PW Water Production \$2,844.72; PW Water Distribution: \$4,217.32 and PW Sewer Collection: \$1,312.08.

8. To approve the claims, loan payments, and hand checks.

Allen: Request breakdown of item 17 back to November 1st by next meeting. Hollinshead: Is that something that requires councils consent on? Allen: That's freedom of information. Pluimer: I'm fine with that, I think it's already supplied. Larson: Yeah, they probably have it anyway.

To discuss and decide action on consent agenda items 6-8.

Motion by Weathers, seconded by McPherson Vote aye: Unanimous.

CITY BUSINESS:

9. CITIZEN BUD IRELAND: Seeking water bill reduction for 22650 151ST Avenue due to broken valve.

Ireland: I live on 151st. I guess what you would call it private land. I am on the end of that line. I woke up one morning probably the coldest morning we have had and had very little pressure, so I went to check it. On the end of the line I have a septic tank buried controlling the water sources. I use well water also. One of the valve in there, the bottom of it had blew out. Consequently, I have a \$1,000 water bill sixty something thousand gallons of water. I guess what I'm asking you people, I liked a little reduction on this. I personally don't think it's all my fault. I know the water went through my meter. But something causes the valve to blow the bottom out, something caused that to happen. I was talking to the gentlemen here he said that there was no power surge. For some reason that had to happen. Somehow, I would like a little relief if I could on it. If you could, on that high rate that you charge on over 20,000 gallons, cut that back to the other rate or something. It would sure be appreciated.

Hollinshead: Bob is there relative confidence that it isn't any part of the city that caused that.

Kaufman: No, we didn't have really any report of any pressure surges, there were no power outages at that time. It was very cold by what he describes it is very typical what would happen with one of our plastic fittings, the bottom would break out in freezing conditions, I'm not saying it froze by any means but a there's nothing to indicate that we had any abnormalities in our system or operation. Ireland: There is no

way it could have froze. Its seven foot in the ground. Hollinshead Could it be a faulty part over time?
Kaufman: I suppose it could have, I have no idea. Was your valve a plastic value a metal valve Ireland:
Yeah, they are a plastic valve that didn't break. Its rated to handle, I don't know, 150 pounds.

Hegel: I guess the last couple of them that came in here asking for that all we have done is basically allowed you to make possibly a couple of payments. Ireland: No, that's just extending the pain.
Hegel: Ok. Ireland: I mean if you say its got to be paid it gotta be paid I'm not arguing that point I pay my bills. But I just I have to feel that it's not totally my fault even though it went through my meter. I had some other mistakes. Hegel: Did anybody else down the line have problems, you're the last one on the line right. Ireland: I would take the brunt of any surges.

Weathers: Have we ever actually had someone request the rate just be at it would be with normal usage and still pay for gallons that went through. Versus a surcharge for the extra that seems to be new.
Kaufman: Not that I am aware of not since I've been here. Weathers: What's the price difference?
Kaufman, I don't have a rate schedule right in front of me. The rate schedule for residential use is as you go up in volume the price per gallon increases. It's a common practice when rate schedules are set up, so you encourage water conservation. Ireland: And I try conservation really strong. Weathers: Yes. Ireland: I use all my own water when I can, it's a pretty tough time. Hollinshead: Well I guess I relate this back to a mistake that happened on my property one time in which I had an excessive water bill. It was of my making because of watering and I didn't think it was fair that the city or anyone else would soak that up. I guess I would make the motion to decline the request for reduction. Weathers: I'm just curious if those increases are, they are really meant to encourage conservation they are not really meant to punish those who have a leak. If he still pays for the water at normal rate, he would still be paying for his water usage, without the discouraging high fees that were meant to encourage conservation. Those higher fees weren't meant to penalize someone who has a leak they were meant to prevent someone whose running sprinklers in summer and those type of things. Hollinshead: Well you know I guess a maintenance is a lot of things that encourage no doubt. Without further definition or explanation, I don't know we have anything to identify how that was caused for this case. I don't think it was punishment in this case it's the water went through the meter like it did at my house and again that's my motion it cannot be seconded or whatever else.

Hegel: Can we have Bob go grab a rate schedule to find out how much it would be different.
Larson: Tricia are you thinking that maybe instead of the higher rate we just have the regular rate but for the total number of gallons is that what your thought is. Weathers: That's kind a what my thought is leaning toward yes. Still paying for water that went through but at normal use rate that he would normal by versus the increase that's meant to discourage over use. Allen: This just happened over the course of a one month billing period. Ireland: Yes. Allen: Ok. Ireland: It's a thousand three dollars. Hegel: It looks like your usage is right somewhere in that anywhere from ten thousand to twenty those gallons a month. Ireland: normally yes. Summertime I pay around a \$100 winter time is \$200 to \$300. Hegel: Then I see in December must be where the leak is at 64,000 gallons. Ireland: No that's a different one. I had a valve stick that I didn't know about. Hollinshead: I see two month ago at the same price. Ireland: The other one is my fault just what he said I absorbed it that's my fault. Kaufman: if you take oh let's see 12,000 gallons which would be the November usage would have been a hundred and thirteen. Larson: what she's saying is not what he normally would use. Kaufman: I understand. Larson: Ok. Kaufman: That would be roughly 119, 120 the way the schedule set up for example 12,000 gallons. His base would be a \$113.20. Plus, eight cents per ten gallons above the 12,000 which would make roughly a \$120. If you go to thee 50,000 he's \$480.00 plus that eight cents per ten gallons. Hegel: Same on the per gallon. Its just that the base rate is a lot bigger. Kaufman: Yeah. Weather: We are looking at \$337.00 difference? Kaufman: Ok let's look at it this way then at 12,000 gallons your looking at eight cents per gallon and above 50,000 gallons your paying twenty cents per ten gallons. What you're talking about is changing it back to the eight cents per ten gallons verses the twenty cents per ten gallons. Weathers: Yes, that's what I'm looking at what's the price difference there. Allen: About \$580.00. Weathers: I would make motion that we. Larson: Hold up we had a motion already to decline this, and so we will either need a second or no second is there a second? Hollinshead: Motion dies for second. Larson: Then for lack of second is there another motion then. Weathers: I would make a motion to bill the sixty-two gallons, sixty-two thousand six hundred and six gallons at the eight cents per gallon. Or eight cents per ten gallons I apologizes. Allen: I second.

Hegel: Are you using the base schedule of a hundred and thirteen then? At twelve thousand gallons the base would be one hundred and thirteen twenty, right? Kaufman: This is all based upon that same basis per thousand to that point. Hegel: Sounds good. Hollinshead: I would as further discussion goes on this, I would just caution to continue to set precedence that every we have any type of water problem in the city we continue to make adjustments in other areas and understand empathy this that and the other. But I think the city is setting itself up to no end if we continue with this process. Larson: Any further discussion? We had a motion from Weathers second by Allen all those in favor to reducing it to that amount. Larson: Roll Call: Allen: aye. Cowley: aye. Hegel: aye. Hollinshead: nay, McPherson: aye. Weathers: aye. Motion passed.

Larson: Thank you for coming in. Ireland: You'll send me a new billing is that what you'll do or

what? Larson: Is that what we will do then? Will call so he can come in the. Davis: We'll get the adjustment and give you a call. And then let you know what the balance is.

10. FINANCE: Second reading of Ord. #590 to approve the appropriations necessary to establish a City Attorney department.

Davis: This is the same we had last meeting. Its just the second reading for amending 2018 budget to include payroll.

Motion Hollinshead seconded by Hegel Vote Aye: Unanimous

11. FINANCE: Discuss and decide action on allowing the Finance Officer to pay off 2003 Sewer Revenue Bond (RD Loan #5).

Motion by McPherson seconded by Weathers Vote aye: unanimous

Allen: Can we have the rundown really quick. Morris: On page sixteen of your packet is a basic description of what we are talking about. Basically, the original loan was written for \$990,000 but with interest you end up paying over two million dollars on this loan. So, with fifteen years in we have paid \$220,000 of principal on this that's it, we still owe \$770,000 on it. We still owe another \$580,000 in interest. You have the money in the sewer fund if you look at the next page you can see we got \$1.8 available you have the money to pay it off, it makes sense. Hegel: It makes a lot of sense, I'm not against that but I can understand why those numbers are there this is a forty year note right. Morris: Right. Hegel: So, you're not even half way there understand why you're still paying less then principle. Morris: This is one of two that we actually discussed, but yeah this is the first we want to tackle so. Allen: And no for see able impact to any operating moneys we need from that fund for anything other. Morris: On the following page you'll see the money is defiantly there in the sewer fund, but you'll also see that the sewer fund is growing continually that your still making money its not as large as what's sitting for balance. But you're continuing to grow that fund. So, the money is there, the growth is there, and it will continue to grow. Larson: Any further discussion. We had a motion by McPherson and seconded by Weathers to approve that. All those in favor.

12. PLANNING & ZONING: Discuss and decide action on 2nd reading of City Ordinance #591, changing the Zoning Map.

Koan: This is the zoning for Americas mailbox we had first reading for last time from commercial economy properties. Hegel: Motion to approve. McPherson second. Larson: Motion by Hegel second by McPherson. Any discussion on this? Ok All those in favor?

Motion by Hegel seconded by McPherson Vote aye: Unanimous

13. PLANNING & ZONING: Discuss and decided action on minor plat for Atlantis, LLC.

Koan: This is another plat that has been conditionally approved, relative to the Courtyard hotel Carolynn Hand property and future event center property, dividing those into two parcels vacating Watiki Way which would privatize utility using someone's property, otherwise we recommend approval.

Hollinshead: Motion to approve. Hegel: Second. Larson: Any discussion on this one? All those in favor?

Motion by Hollinshead, seconded by Hegel Vote aye: Unanimous

14. PLANNING & ZONING: Discuss and decided action on variance for Atlantis, LLC.

Koan: This is for Courtyard Hotel its planned for 70ft tall six story facility. Right now, we have restrictions for four and a half stories 50 ft facility. This has been in the planning commission for that, no comment in the public hearing, we recommend approval of the variance. Allen: Motion to approve.

Cowley. Larson: Motion by Allen second by Cowley. Any discussion on this? All those in favor?

Motion Allen seconded Cowley Vote aye: Unanimous

15. PLANNING & ZONING: Discuss and decided action on minor plat for Elk Vale Business Park, LLC.

Koan: What this does is takes four lots over there and combines them into two larger lots, so they can continue to build fourplexes which their doing seems to be selling over there, meets our zoning and everything so we're good with this. The planning commission has reviewed and approved all. McPherson: motion to approve. Cowley: second. Larson Motion by McPherson second by Cowley. Any discussion on this one? All those in favor?

Motion McPherson seconded Cowley Vote aye: Unanimous

16. PUBLIC WORKS: Authorize Mayor to sign Bridge Inspection Resolution for 2018 hiring Brosz Engineering.

Kaufman: Questions? Allen: How much? Kaufman: Every two years we have to go through a program a for inspecting our bridges and big box culverts. This year we've got three of them come up on

that list ah first bridge is a at Bennet road and Box Elder creek. The second one is on Radar Hill Road which is also a bridge. The third one is thee box culvert on Spruce Street. The DOT through a program a solicits for consultants through out the state and the packet we got has, there must be two dozen consultants through out the state that meet the DOT requirements to perform this work and if we choose to hire one of those consultants to do the work the DOT, it actually goes through the DOT. They hire them to do the work then they send us a bill for twenty percent of the cost of the inspections. DOT pays eighty percent of it. Allen: Any idea what that cost may be? Kaufman: Not this year I do not. Allen: My question is there a bidding process we have to go through for this or? Kaufman: No, the state has already gone through that process. Allen: Ok. Weathers: Motion to approve. McPherson: second. Larson: Motion by Weathers second by McPherson. Any further discussion on this? All in favor? Motion Weathers second McPherson Vote aye: Unanimous

17. PUBLIC WORKS/LEGAL: Discuss and decided action on Eastgate Estates (Wagon Wheel Village Mobile Home Park).

Attorney Pluimer: I'll take this one initially, we just received late this afternoon some comments on the draft agreement for water study and payment of the delinquency which we had sent to the property owner ten days ago. Had a follow up phone call with their attorney and at 5:11 p.m. this evening received some proposed modification. I have had Bob review the proposed changes to the agreement. Apparently, nothing gives him particular heartburn. But, I would like an opportunity for he and I to work through the changes. One of the more significant issues is for me is that we had provided in our draft that the property owners Robert and Cynthia Akers would personally guarantee the agreement. That has been rejected. The other changes are not particular material, so ultimately, we'll have to make a decision whether or not the city's willing to back off on the personal guarantee provisions. The argument is that no other property owner is asked, that owns a LLC or corporation is expected to personally guarantee the performance of the obligations of the LLC or the corporation, and ah, so were not ready for action, but I think were getting close. Kaufman: Ok, I have one question then Dick if they're not going to get some type of guarantee out of her what happens if she sells the property in the next two weeks. How do we get our money out of her? Pluimer: Well, they have agreed to give us a mortgage on the property, so mortgage would be recorded. They would not be able to sell the property, assuming we can get it done before that event were to occur, they wouldn't be able to sell the property without satisfying the mortgage. No buyer would take it with that mortgage in place so, if that is the case then you know more about that then I do. Then maybe the personal guarantee isn't a huge issue. Larson: How quick can we actually get that mortgage taken care of, like how soon what's the time frame? Pluimer: Well we've already got the mortgage prepared we had obtained a title report. My only concern about the personal guarantee was at the time we we're looking at this there was a millions of debt that would be ahead of us. Which would make the mortgages effectively worthless. Other, then in the event of a sale. So, you be like fourth in line, fifth in line behind a couple million dollars' worth of other mortgages. Obviously, we can't foreclose our mortgage without paying off underlining mortgages. If there's a pending sale, but we'll also have, we also will have the property owners execute a promissory note, to go with the mortgage. So, if something happens the property doesn't sell we just choose to enforce the note. We can enforce the note without having to worry about go after the foreclosure. It's not a good case scenario but you still control the water tap to the property, so you still have all the original leverage.

Hollinshead: I guess my biggest concern Dick is this, we proposed this back to them at least ten days ago, and they were so excited about it they waited till today to get back to it. Which you go back two weeks prior to that it was promises made, and two weeks behind that it was promises made. It really smells like the cities taking a stinky ride on this whole deal. That's kind of where we are going with this. Pluimer: I do understand. Hegel: How many months are they delinquent? Larson: Since June isn't it? Hegel: Since, June so we're six months in. Davis: At least six months. Larson: It was \$80,000 they paid \$20,000. Hegel: And they won't give us a personal guarantee at all. Larson: They owe two more months don't they now or one more month? Pluimer: Well, well that's been the other issue. That I think was potentially cleared up with thee email late, early this evening. We're holding a check for approximately \$10,000 for payment. I believe the January deal. But that payment was tendered with the condition such that I didn't believe we could accept it. There's another bill in the works for approximately \$12,000 they will tender that check as well but they've remove essentially all but one condition. So, we should be able to accept both of those checks. That would still leave us with approximately \$61,000 balance. The only condition that they're asking for is based upon water study. If there is a loss less, then eight percent they agree to promptly pay the unpaid balance and all future payments. I think we did allow five months for that \$61,000 to be paid. But we also have a provision in the water study that if the loss exceeds eight percent that we will sit down and negotiate with them. Depending on how great that loss is. That would indicate that is a loss Bob can explain this better than I can. That would indicate that there is a loss beyond what is normal in a water distribution system of this size. McPherson: So, this study that's not taken place yet? Kaufman: No, there's some provision things we have to do before we can actually do this, you call it a water study its basically just reading meter and checking them ten days later and reading them again

verify your flows. McPherson: And they haven't don that? Kaufman: No, because there's some provision in this agreement that they have to put some service in to put some meters in to five residential units they have there. That help us isolate the entire system.

Larson: Do we have anything in there that says how long the get those meters in those other five spots? Kaufman: Yeah, I think we do. Pluimer: Forty-five days. Larson: Forty-five days? Pluimer: Yep, and then a ten-day test period. According to the attorney the have already paid, sent in the \$950 for the city to do the new meter at well number nine. Kaufman: I'm not aware of that. Davis: I'm not aware of that either. Pluimer: That should be paid quickly, but its going to take some period of time to identify and a city will supply the meters. The city will not install meters because its all on private property. Attorney Jones promised me that they already have a contractor lined up to install the meter pits, install the meters and will do that promptly. I don't expect it to take anywhere close to forty-five days. But as Jeff points out we've been slow played on this for quite some time, so it will be a pretty good indication if were dealing with good faith. Or what were dealing in. Weathers: They haven't kept their promises so far. Hollinshead: I absolutely don't believe there's any good faith here. I'd like anything move forward we need to set a deadline date. For this deal to be completely done as far as signatures and everything else. If its not done by that date, then we move forward with cease and desist serving water to them. Pluimer: This agreement was set up, so it should be signed quickly. Because, then it follows the five meters locations will be identified. A new meter provided by the city then will be installed at well number nine, forty-five days allowed for installation process, ten days allowed for thee actual metering. McPherson: When's the forty-five days up? Larson: Did it start? Kaufman: Forty-five days is based on the date the agreement is signed. McPherson: It hasn't been signed yet? Kaufman: No.

Weathers: Do we have a deadline for them to sign this agreement? Hollinshead: That's what I'm asking now if we are going to do this moving forward there has to be a deadline. Weathers: there hasn't been a promise they've kept yet I'm not willing to keep playing. Hollinshead No. Hegel: One thing Bob that's holding up that contract is what or the agreement is the personal guarantee? Hollinshead: Questions to you Dick he said Bob he was looking this way. Kaufman: I don't know which one of us should be offended. Plumier: Call me Bob, there's no significant changes proposed, and a matter of fact a couple of the changes helped to clarify, the big change is thee deletion of the proposal for the personal guarantee. They don't object to providing the mortgage, they don't to providing the note for the unpaid balance. They don't object to paying that unpaid balance in five installments as soon as the water test are completed. Hegel: I guess what I'm thinking about is they don't object to the mortgage, but they object to the personal guarantee. Larson: Reason for the mortgage is they probably don't worry about that is they know they owe so much on it already. Hegel: So, then the investment won't give us a personal guarantee because of they know that we won't get anything out of the mortgage. Weathers: I feel the same way. Just like they're very willing to make five payments apparently but not willing to give a personal guarantee of those five payments. Hegel: I think the personal guarantee needs to be in thee agreement, I really do. Pluimer: I just didn't want to make that a deal killer without direction from you. I think it might be a deal killer. Hegel: The problem is that is see is if they are thinking about selling the property and we go into a mortgage side of it we're out we're out the \$63,000 no matter what. Pluimer: No, that would not be the case. If they're actually selling the property, the mortgage would have to be paid off at the time of the sale. Hegel: I understand that. Weathers: Not if its foreclosed on. Larson: That doesn't stop them from selling it, but we still be stuck with people in front of us. Hegel: We're still fourth or fifth in line or sixth in line or whatever we are. Pluimer: The bottom line is they can't sell the property with out paying off all mortgages including ours. Hegel: Yeah but they can sell the property before the mortgage goes on. Right? Pluimer: We have that ready to go if you give me the ok to proceed with these requested changes. McPherson: But you don't have their signature. Plumer: Don't have their signature but if we accept their proposed revisions and the documents are not signed within two or three days I think we have the right to withdraw the offer.

Larson: Wes you had something? I have a question about they didn't want Box Elder to install the meters? Did I hear that right? Kaufman: No, there are five residential houses on thee east side of Briggs that are on private property, we do not do work on private property. They have to install the meter pits, we're treating them just like any other water customer. They install the meter pits. Have their own plumber put them in. Then we install the meters just like we would for anyone else. Wes: Oh, that's what I was wondering. How would you know if there installed in the right place to read all that. Kaufman: No, we install the meters treat them just like a normal resident. Wes: Thank You.

Weathers: What guarantee do we have that there's not already a sales agreement that would be able to go in before our mortgage took effect. Pluimer: A contract is a contract. You know I could layout the commissions/ councils willingness to accept these revisions condition upon the fact that it's executed, signed, sealed, delivered and recorded by the end of the week. Hegel: How many days do we have to give them to sign the contract. Pluimer: That's what I'm saying I mean if we accept their change if we continue to negotiate we can go back and forth as we have for, well you been at this longer then I have. If we accept the changes, I think Bob and I are generally agreeable to those changes. My question had to do with personal guarantee. If we don't push the issue on the personal guarantee but we push the issue on getting the agreement signed and thee mortgage signed. The mortgage recorded by the end of the

week. To the extent that there is a potential sale of the property that maybe our best protection. Weathers: So here is a question, if we were to push personal guarantee they were to tell us to go pound rocks, could we not put a lien on the property for the past due amount? Pluimer: The way that we would obtain the lien would be through suing the property owner and possibly the property managing firm. Which would give us a judgment lien. But there's no provision that I'm aware of that says we can just go out and file a lien on the property. I can look at that but I'm not aware of any. Hollinshead: Bob when we go to the eight percent over and under, are we just talking about leakage outside of theirs or leakage inside of theirs? Cause why consider what their loss is? Kaufman: No, this leakage thing relates to the section between well number nine and well number eight. Hollinshead: That's all it equates to? Kaufman That's all it equates to and knowing what we know up there I'm very confident there's no major leak in there. That is eight percent causes any concern. I don't have any concern with that. My recommendation for what is worth is we give them till noon on Friday to have everything executed signed and filed and if they don't Monday we send out notices to land owners notify them that the waters going to be shut off. Excuse, me not land owners to residents of the court. Hegel: If we are going to do that, if we are going to do everything they want I think they should be able to sign it on Thursday. Hollinshead: I don't disagree. Weathers: I concur. McPherson: I would to or even Wednesday. Hegel: Or even tomorrow I know you need time to get it done. Hollinshead: Thursday would be reasonable based on not knowing what their schedule would be for tomorrow. Two days would give them time to make whatever adjustments they need to if they want to do this deal. McPherson: Thursday by noon. Weathers: I say by noon because they have a habit of missing their deadlines. Plumier: You know I work efficiently, and I will do my very best. Most of the documents in draft form. I'll do my best. Hegel: Let's do like most government agencies Thursday at two o'clock. Hollinshead: I don't mind giving you time. My problem is continuing to drag this out. Pluimer: I agree. I understand. Hollinshead: So, if two o'clock helps you I have no problem with two o'clock. If five o'clock makes a difference for you I would entertain five o'clock on Friday, a Thursday I apologize. I not willing, I personally would not be willing to go to Friday. Pluimer: I have an interesting scenario. I've been called for jury duty. I don't believe there's a chance in the world a lawyer would ever allow me to sit on the jury. But I do have to go through the motions starting at 8:00a.m. tomorrow. Allen: I have some tips to help you out, they work. Pluimer: Why don't you just take my name tag. I think anytime I say I'm a lawyer I mean that's almost automatic disqualifying, I will be able to let you know no later than noon tomorrow whether I am tied up or whether I have been released to go back to the real world. And the soon I can get back to the office the sooner I can get everything wrapped up. Hollinshead: So, we need to make a motion, motion verbiage. Pluimer: I don't think we need a motion on this, because we really don't have the agreement yet. I will just take the steps if we are not if I have been able to get this to these folks in a timely fashion and a day goes by a day, a day and a half goes by, two days goes by and they have not responded I will just automatically withdraw the offer. Larson: Then we can follow our steps and shut the water off? Pluimer: Yep, when they send back a proposed alternative agreement that means we have no legal agreement with them, so the only time were bound to any agreement is when both sides have signed. So up until that point in time we don't have an agreement we have proposals floating back and forth and I can just say the council advised me to pull the plug on it.

Weathers: I do have a question, because we have a court full of renters whom I'm sure have paid their money to the owners. Who if we shut them off on Friday are going to be without water for at least a weekend. Kaufman: No, it would not be Friday my thinking was we have this done by Friday or Monday we put notices out we will actually put up some type of notice and take door to door and distribute by hand notify them at some particular date we're shutting of the water. Larson: We could give them a week, we could give them two weeks. Weathers: Will we also issue a press release at this time? Larson: We can give them a week or two weeks that might be something that you might. Weathers: That's just, I don't want a. Allen: We are going to need to be very proactive with the press on this one. Rapid city got raked over the coals pretty hard on social media. Kaufman: Oh, and we will to. Weather: If we go this way we will absolute get raked over the coals, because unfortunately its people who don't have control over this who are being affected the most. Pluimer: One of the P.R. advantages you will have if you give Bob and I the go ahead to accept the propose changes, they're now rejecting their own proposal. Its not as though the city laid this out as an ultimatum there's been negotiations back and forth we're accepting their changes. Now all we're asking them to do is sign the paperwork that they have indicated that they will approve. So, I don't know how much that helps with the P.R. part of it, It should. Kaufman: So, if you're in agreement with that concept, then I have a question. What kind of time frame do you want us to allow them before we, let's say they don't sign by Thursday whatever time decide on here. What kind of time frame do you want us to give the land renters for notification. Give them a week, two weeks, what do you want? Hegel: What do we normally give everyone else? Kaufman: Never been there couldn't tell you. Weathers: Normally everyone else is paying their own bills their responsible for their own fate. That's where my heart is heavy with this part of the decision. McPherson: I personally think ten days. Weathers: You think ten days. Larson: Two working weeks. Weathers: That gives them hopefully time to prepare if it does come to the worst. McPherson: Gives them more time. Hegel: When the water bills are delinquent how many days before shut off. Davis: Three weeks, they are due on the 1st and shut off day is after the

27th. Kaufman: I can't justify that in this case because they've know a long time. We're more or less trying to provide a courtesy for the renters living there. Hollinshead: Ten days should allow for maybe a pay period to pass for those renters and stuff like that for some resource to help with what ever they need to do, so I would support ten days as well. Allen: So, if in that ten days time they don't agree to sign off on this and have the mortgage and we end up shutting the water off what is our recourse for collections if they have a deal to sell the property in the meantime. Pluimer: We file a suit very quickly, file what's called a Lis pendens that puts a cloud on the title. Because it involves a specific piece of property which is as good as in some respect having a mortgage on it.

Allen: And there's no entity that wouldn't have to honor that including the state, if they were interested in purchasing the property. Pluimer: Nope, I mean the is it makes title to the property unmarketable. It just simply says there's a lawsuit pending filed or to be filed a and put yourself in any position. You are not going to buy property with that kind of a whether it's a mortgage or a Lis pendens, it is unmarketable, no title company would guarantee title to that property with those documents of record. Weathers: Does a government entity need to guarantee a title? Attorney Pluimer: No. Weathers: So, if a government entity doesn't need to guarantee a title what prevents them buying this and just wiping the debt away? Pluimer: Say that again. Weathers: If a government entity were to purchase this what prevents them from not paying or what prevents them from purchasing it with a lean its not a. I'm not so worried about myself going and purchasing the property, I'm worried about a government entity purchasing the property. Pluimer: I mean generally a governmental entity is going to operate on the same basis of marketable title as any purchaser would. I mean they're going to want to say their buying property free and clear of any mortgages, leans, or Encumbrance. On the offhand chance somebody figures a way around that, that would be great for us because now we're the only player that has a lean on the property. Weathers: I guess I have just seen government entity purchase our properties that had leans in the past for landscaping and such and those leans were wiped away. Pluimer: No generally those are paid at closing of the transaction. They'll instruct the title company to withhold the amount of money that is necessary to pay any liens encumbrance judgments. I mean I have bought and sold a lot of property with government entities and two government entity's and I have never seen a government, I have never seen any buyer take property that they can't get marketable title to. Hegel: That is as long as we have that lean on it right? Weathers: Or the lawsuit. Pluimer: We will either have a mortgage or a mechanic or a lis pendens filed. Hegel: If they do not sign agreement by Thursday or Friday or whatever date we put on it here. How long does it take you to do that? Pluimer: You know in the ordinary course of business it's a relatively strait forward project. Its, you know we got a billing that's unpaid we are asking for judgment of an unpaid bill. If I didn't have anything else to do I could do it in an hour. McPherson: Once this is done, and we have given the notice of shut off, I 'm going that route for this then, are you going to continue to try to negotiate or is it ok its due and payable now there's no negotiation we're done. Pluimer: That's going to be your call. The dilemma that you have and will continue to have is that the people that are going to have the water shut off are not the property owners. Weathers: That's my thing. Pluimer: They could come in and say I want to pay my water bill because they're not metered we don't know what anybody's individual usage in that bill is. So, I don't know if I ever want to get to the point of saying we're not going to talk. I would if it was just the owners. I would say we're not going to turn your water back on till the bill is paid. But again, you're looking at a bunch of constituents a bunch of residents that have paid their rent whatever their agreement was to the property management company. A so I can't point any fingers at them and say they haven't done their part. Its just they happen to live in a court where the owner isn't particularly a tuned to their legal responsibilities. Hollinshead: A couple of clarification there you mentioned constitutions and residents their neither of the two. They are human beings. Pluimer: They are human beings its outside of the city limits your right. Hollinshead: Outside of city limit just for clarification, second part the owner Mrs. Akers has been very clear to the department heads here that she's using those tenant for leverage. She has in fact said it in front of the mayor and department heads turn the water off I don't care. She doesn't care about those tenants. I don't have to think that the city is going to have a huge problem being to show through proper opportunities that we attempted to work with them I'm not fearful really no matter what. Medias going do what medias going do. McPherson: I think of the other token Jeff we are going down the same line. Is she's using those tenants those people to try buy leverage into us. But saying there is no negotiation period is flipping the pressure back on her. Hollinshead: Absolutely. Hegel: Especially if we are willing to accept her offer one hundred percent. Hollinshead: We have been in good faith throughout this process. Hegel: I think that we're willing to accept that one hundred percent he has a day, 24 hours to sign it, if not we are going to give notice. I think we should instruct Richard here to start the proceeding on the lien also. Weathers: Here's a question, do we have to shut off the water to sue them? Pluimer: No. Weathers I know the bill obviously would continue accrue but the lawsuit should obviously be in our favor for water used. Would we not be able to file suit with that continuing amount on there, so we don't have to shut these people who are being used as pawns, if we just take the pawns off the table and file suit. Pluimer: You can do that. We would file a summons complaint that says \$61,472.63 is owed as of the date of this filing. A new bill comes in we amend, and we say now is \$73,497.83 and we just do that. Right up until the time that we get judgement against them. So, yeah, we're not restricted to

what is currently due. We're not locked into turning off the water unless you make that decision to do so. McPherson: But, if they sign this paperwork then that means the checks that we got here is good to cash. Which would be \$20,000. Pluimer: I think it is, we apparently haven't received the last \$12,000 but I'm told it is. Larson: In the mail. Pluimer: We do have ten thousand on hand but that's for the bill over and above \$61,000. All that does it take the bill down to \$61,000. McPherson: I tell you I'm just. Hollinshead: My problem with the continuance and providing water is that's going to continue to grow, you say when we get the judgment could be six months, could be a year and a half from now. We continue to provide water at the cost to the rest of the citizens here well that took place. The court system is not fast. Pluimer: No, it is not. Hollinshead: In these cases. I don't think the answer would be to continue to provide water, throughout this period. I don't think it's in the best interest of the city in any form or fashion. Weathers: I guess I look at the point and Ron you can correct me if I'm wrong please. I do believe that after a period of what is it three days a week those houses are deemed uninhabitable. Koan: Almost immediately if we shut it off. Weathers: So, they would literally, we would be vacating all these people out of their homes in the middle of winter. Hollinshead: So, you continuing to say we Trisha, and I appreciate your heart. But when you say we you mean Cynthia Akers. Weathers: I appreciate that she is the cause of that, but the city needs to consider all options as well. I understand that these are not constituent in the city of Box Elder. Hollinshead: Doesn't even have anything to do with constituents whether they are or not I was making clarifications for terms that were used so that there wasn't any confusion. Their human beings I get that, but what we have is a land owner who is using this against the city. And essentially, you're going to be putting this against the rest of the citizens of Box Elder. Cause they're the ones that are going to be paying the bill on this as it continues on. I see no reason if we offer their terms back to them and say we can do this, that shows they have no, and they deny that, they have no intent of resolving this. Weathers: And they may very well sign it and send it right back. Weathers: And they may, and we move forward, and everything we are talking about now means nothing. I really hope that's the case. Pluimer: Will know by the end of the week, I don't know how much, how projective it is to speculate what happens if then or not then I will just keep you all posted. You'll get a copy of everything that is sent out. You'll get a copy of everything that we receive that's signed. We'll send a courier down to Rapid City or wherever we need to send him to. To pick up documents and record documents if we need to. Larson: It does say still in there basically during this forty-five days or whatever time it's going to take to get the meter pits and all that they will continue to payments though. Pluimer: Correct. Larson: Pay their water bill each month, Ok. Pluimer: All they want to do is have the ability if its in excess of eight percent, they want to have the ability to sit down and talk about it. They will pay. But, they may request some relief if we get an unexpected water loss determination. So, we'll just deal with that, they'll be paying their bill, we'll have the mortgage, we'll have everything on file. Hollinshead: So, what I would like to do tonight as we go through process without speculating is set ourselves up so that were not going to have to have a special meeting on Friday or Monday. In order to make our next move if they choose not to sign this. I would rather be able to resolve it to a point tonight where we can act, or Bob has the authority to act on behalf of the council without holding a special meeting to determine that. Pluimer: Ok. Weathers: The good news is we have another council meeting within the ten-day time period of notification where we talked about shutting it off there would be another council meeting to have these discussions. Hollinshead: We still have to tell him, are we then going to tell him to give the notification then? McPherson: I think, I think I'm kind of with Jeff I'm thinking we need to come up with a plan right now and get it done and ready. This is going to be the way it is going to be down the line. Then ten days down the road if it's not we've got our council meeting and you know its going to be shut off at that ten days. I'm a firm believer this has gone on way to long. It's costing tax payers, it's costing everybody.

Larson: What you are saying Trish is though, we do follow what we said. Tell them we are going to shut it off in ten days, basically two weeks we will have another meeting. Your right in the sense we have time before it actually gets shut off to discuss it further if you want to or follow through. Weathers: I would just like everyone to think on it if there are other alternatives that we would eventually place a lien on the growing bill and get that payment. Allen: We set the plan now at the next meeting we can say no don't shut it off or continue. Will have that option. I think we should have a plan moving from tonight I agree. Koen: Trisha, to your question I'll consult Meade county and see whatever scenario would do, shut the water off see what their actions would be. They are pretty slow do things, but I'll find out. Weathers: Right, because I can go to Wal-Mart and such, but if we end up evicting people for their homes in winter then that could be a larger. Koen: Knowing Meade county they'll have to write an ordinance situation which will take a county commission meeting and go through their process will be long and slow if that were to happen to get anything done. But I'll confirm. Pluimer: Do we have any sense as to when the potential sale that is apparently in the works is expected. Kaufman: What we know is that they're in negotiations and working on getting an appraisal. So, from that stand point, or experience with appraisers we may have three months. McPherson: Or thirty days. Pluimer: We won't push it that far. So, let me get back with attorney with that information. Push to get the agreement, note and mortgage signed by Thursday. With notification that if its not done, then Monday notices will go out. Not going to huff and puff as to what we'll do thereafter. Keep it very factual, if we don't have the agreement fully implemented will

start a suit and a lis pendens that we can have on file hopefully early next week. Keep our options open.

18. COUNCIL MEMBER WEATHERS: To approve sales order with Premier Pyrotechnics for fireworks display and payment (\$10,000) for the Box Elder Bash.

Weathers: This is the same company we have used the two years. They have done a fantastic job us. It includes the shooter to shoot off the fireworks. He will also be designing the show. There was some email traffic concerns over insurance. They do list us as an additional insured. They are responsible for the shooting of the fireworks. They hold the insurance policy; the city is merely an additional insured.

Pluimer: As I understand it Nicole is also verifying that the city has its own independent coverage.

Weathers: For the event yes, I have not seen anything specific for the firework show. I can, I don't know if you've got the forwarded document with the turnkey insurance or not they sent a turnkey insurance request form. Where we write in who the additional insured is. Plumier: Yeah. Weathers: If you didn't get that I can forward that to you this evening. Hollinshead: Have we sought out any other bids on this.

Weathers: I have not, this is the first time we have had this at ten thousand. Laron: Was it less last time?

Weathers: It was eight thousand six hundred. Hegel: Trisha do you ever put together for this last year, or the year before of the totals. I guess I have not seen one, of what the totally cost us and the total amount of dollars that came in. Weathers: I thought there was a disclosure last year Nicole had put together and the year prior I had put together one. I thought I had emailed you one specially because you had a citizen that had a question on what we were spending it on. Hegel: Yep. On that one. I guess this last year I had not seen it. Weathers: I thought Nicole presented that to us at a meeting. Hegel: Did she? Weathers:

That's what I remember something to that affect of what when out and what came in. Hegel: Just the totals? Weathers: Just the totals, all the receipts are in the folder. Hegel: But we never really heard a

break down of what it cost to do each event, and where it was all spent to. It was just the totals, yes, I seen that. Where we had a total of so many dollars and so many dollars and a minimum. But did we ever get a breakdown of what it actually cost us per events? Weathers: I believe other than hand checks those are all in the file. I can tell you the band in recent years has been twenty-five hundred, the fireworks have been about eighty-six hundred, the prize for the derby has varied between three thousand and five thousand depending on entrance, the tent was just over fifteen hundred. Hegel: I guess what I'm asking for is could you have yourself do this? Weathers: I honestly am really overwhelmed right now there is now. There is no way I can put together a list. I am happy to get you the file with all of the bills in it. To be honest with you I have been gone. I am very overwhelmed with work and other volunteer commitments.

Hegel: I think that the council should have this stuff and the public should be able to know what it is. Weathers: Absolutely, I do not disagree, I just cannot at this moment put that together. I do have the invoices in the file however. Hegel: And I'm not against the \$10,000. Trust me I'm not. I just think that we should have a breakdown when we have an event like this. The allocate \$25,000, \$30,000 to it we should have at least where the stuff is being spent at. Weathers: Absolutely, you guys approve everything. Every single check that goes out for the bash. Typically, half way through I do send an update of where it is. I can probably get it to you in May but I'm still catching up gone the month of December. Davis: We could pull a lot of those numbers too Tricia. Weathers: That would be great if you could. Morris: We could just run a detail. Hollinshead: What would it take to get comparison bids on this especially since we're jumping up? Weathers: To be honest I have never put out a request for proposal before I would have to rely on our staff to do so. There's not many providers that I'm aware of Ron you can correct me if I'm wrong. Koen:

Yeah, Jeff in reality if you set a dollar amount and you go out say who can provide you the best service it's kind of tough with fireworks unless you have a specific show you want to have them shoot. But, it doesn't hurt to get other prices. They're competitive out there. Pluimer: Although, as I recall in this particular situation if we sign the contract and make the payment we have a modest discount from what the usual charges are and again it's your call. Hollinshead: I didn't see a discount, what I saw a five percent additional product based on done by April first. But we've all ready past up the twelve and a half and the ten percent. Weathers: I have gotten them to honor the ten percent if we pay it this month. I have that in email writing from him. Pluimer: So, if this is maybe I mean an RFP, I don't know when that bash is? Weathers June 30th. Pluimer: I mean that's an RFP and interviews, if you've got a reputable company that your familiar with that has provided the display before, they have provided the insurance, they got the certification, they've got the skill set to not only provide the fireworks but to shoot it, I encourage you to go ahead and agree to this one and if you want to start next year to get bids or something. Leave a lot of lead time to do that. Weathers: This would fall under professional services correct. Since they are the ones, we are hiring to do this professional service. Pluimer: I believe so. I mean you are under the \$25,000 bid limit for that, for this type of service. Hollinshead: Did they explain what this little over a ten percent increase in cost was? Weathers: The increase cost was at our request, I did not hear from one of our committee members, but they request was put out to the committee to continue to improve our event. Larson: So, they didn't really increase it then? Weathers, No, we did. Larson: You asked to make it a little bit better, so I see. Weathers: Yes. Hollinshead: Did they give you a breakdown of what the additional? Weathers: The shooter will design and choose the items to make a twenty-minute show as he has done in the past years.

Hollinshead: Same length show? Weathers: It will be same length maybe a few minutes longer. It will be

just a more grand show. We have been told that we have very good show and we do draw a crowd for that. With that crowd comes spending and tax dollars. Hegel: It is a very good show along with Creekside has a very good show too. So keep that up Jeff. Allen: Reminder will have to change the dates for fireworks this year to include back to June 30th. Weathers: We can do that. Allen: Typically, we do 2nd, 3rd, 4th or 3rd 4th and 5th or something like that. Weathers: Yep, will just have to do a separate date resolution. Larson: Well I would entertain a motion if somebody wants to. Hegel: How many dollars was put in the budget for it. Weathers: \$30,000. Hegel: \$25,000 this year, which is up from or is that the same as last year. Weathers: We increased it to \$30,000 last year. Hegel: Ok, from \$25,000 to \$30,000.

Motion: Cowley Seconded McPherson Vote aye: Unanimous

19. DEPARTMENT HEAD REPORTS:

Mayor: I had two thank you notes from attorney candidates you may want to read those. This last couple of weeks attended a chamber board meeting election of new officers. Went to a mayor meeting in New Underwood. The congressional there talked about the B-21 and what that would do as far as increasing the base and the communities around here, the Black Hills, and the state for that matter. Went to Black Hills Former Press Club meeting the keynote speaker was David Super who is a former journalist with the Journal. He basically discuss the differences and how the newspapers have changed over the years. How so many people are not getting their news from newspapers but rather from internet and different ways. Interesting speaker. I also went to Black Hills Counsel of local governments. I had a little meeting with them based on the fact that they had brought up something at the mayors meeting. That is that they are offering a grant where they will pay for basically generators for buildings that you might need. It's a seventy five / twenty five, they pay seventy five percent we pay twenty five percent of that. And Bob is getting some figures because we do need a different one. This one here I don't know that its ever really worked right from my understanding and a certainly wouldn't keep up with the addition of the upstairs so. Once we get a price of the bigger size and the cost to install it and all that we will get a grant together and see what happens with that.

I did an interview with KOTA about the B-21. I did send the link to council and department heads for that. Went to a chamber mixer the speaker there was Deb Caskey the assistant superintendent at Douglas. She did a presentation and discussed how they handle an active shooter scenario. Attended the community library to a, for their Dr. Seuss celebration basically. I had a meeting with colonel Edwards and mayor Allender from Rapid City and he just basically kind of the same type of thing as he talked about the B-21 and what that would mean for the future of the base. He did bring up things if there's anything we can do for them. It would be to make sure that we continue with housing alternatives because their full on the base. Also, with daycare, that daycare is completely full if there is anything we can do with that realm it would be appreciated. That's all I had.

Police: Last week I spent my vacation teaching at the state law enforcement training academy. I also spent Friday attending graduation of 166th basic academy session. All of them graduated including our two. Today they both return to work, they are back. They're ready to go they're excited. Also, on Monday we swore in and started our next brand new candidate, I suppose he's not a candidate anymore. He's our employee Nate Crohin. Also, in the news we got our first Ford Explorer that was driven directly from for to our tech who got it built in about four days. I took it straight from there to get it striped and it is currently on the road out there somewhere. The second one was already received from Ford that was also taken over to the tech. The third one is on a truck somewhere in Colorado. That's all I have.

Weathers: Chief, looking at the numbers that we had for calls for service is that a little high for average this time of year.

Dubbs: Two thirty nine. No.

Weathers: Year to date we're almost at a thousand already it seems a little high, just surprising. Ok.

Dubbs, No, we're probably at the current, right around the 200-250 every period. That's probably the new trend.

Public Works: Just a few items. The storage building out back here is complete. We got a punch list to do on it yet. But its reached substantial completion. So, we had crew Thursday and Friday clean up the storage room upstairs. The walls are already gone, and new walls are up. Just a little update on our water reading process. Guys have been doing a really great job with that. We've gone two strait reading periods now with two months in a row now where we completed the readings in two days. And as of today they notified me that they had three to reread. Where normally we are running as many as twenty rereads. So, the process is going very well. Also, with shut offs the last few months the numbers are way down on that. Instead of running in triple digits I think last month we had forty on shut off day and I think this month we were right at sixty, so that process is improving as well. We'll have bid openings next Tuesday at 2p.m. at city hall for thee range improvements prairie view subdivision. Thursday we will have bid openings at 2

p.m. at city hall for the street graveling project for the summer. Wednesday I'm not sure who all will be attending we were going to have a presence at the job fair at civic center see if we can't generate some interest in employees. Last item next Monday we will be having a pre-construction meeting for thee actual field work to start on welcome to Box Elder signs.

Citizen: Have you heard yet when city wide cleanup is?

Kaufman: No, I haven't.

Finance: We have Michael Alcanter yesterday was his first day. So, want to welcome him. Fast and furious training on the front counter. He'll be working with agenda packets, doing minutes, and working closely with Christy in the future. Also, working with records retention and sorting boxes that we moved to storage facility. And hopefully scanning those in somewhere. We do need to discuss what days everyone is available for thee establishing the board of equalization last year you guys did it for three days from 6-9 to discuss amending assessments from the county we are getting those forms in. It does need to be the third week in March, so we were thinking the 19th, 20th and 21st that a Monday, Tuesday, Wednesday unless you prefer a Wednesday, Thursday, Friday evening. So, we do need to pick that. Those days so if you think about when your calendars are free.

Weathers: 19th and 21st works for me.

Davis: Does that work for everyone, so we can set up those appointments in 15 minute intervals?

Kaufman: They didn't hear the dates down here again.

Davis: I'm sorry 19th, 20th and 21st. of march so 3rd week.

Everyone: 20th is a council meeting

Davis: You want to switch to Wednesday Thursday, Friday then.

Hollinshead: I don't I don't want to do a Friday.

Weathers: I can't do Thursdays.

Davis: It must be that week sometime.

Larson: Well if you do it Monday, Tuesday, Wednesday cause sometimes you don't have enough to go the 3rd day so.

Davis: We can try and schedule everyone on Monday but just have it set for the three days and not schedule people on Tuesday. I think that's what you guys actually did last year when I was looking at the appointment calendars. The forms I was looking at I'm pretty sure that's what you did last year. Was Monday, Tuesday, Wednesday but only had appointments on Monday because you didn't have enough to roll over into extra days.

Allen: I don't think its going to be that way this year.

Davis: We have received about nine forms so far.

Weathers: Could we schedule that meeting from 5:30 to our meeting starting. Is that possible.

Davis: We could.

Pluimer: What's the deadline for getting those forms into the city?

Davis: The 15th, the Thursday before.

Larson: Don't forget to call the school of course. They need to have one person on there.

Davis: Ok.

Hegel: So 19th, 20th and 21st right.

Hollinshead: Starting at 5:30 right.

Davis: I think last year you did six, but I don't see why we couldn't make it 5:30 if your all available at 5:30 its up to you guys.

Larson: Ok very good. Anything else Rebecca.

Morris: We kind of just wanted to give an update on the audit. The auditors came in the week of the 21st and it went very well. They gave us an exit conference you have an unmodified opinion on your report which is the best you can get. They do have some comments on things we need to improve upon. But we've already done that for 2018. The comments were for 2017 really the beginning of 2017. They are hoping to actually come in and present the audit at a meeting in April. Things went smoothly and we're all caught up in audits so.

Planning & Zoning:

Koen: I to was hooked by KOTA. Did an interview hopefully we go some good information out to the public. We've had tremendous growth and continue to do so. A lot of big projects on the plate for this year hopefully.

City Attorney: I was going to complement both you and Ron I saw both those interviews. Came out very positive, we have had some discussions about getting good PR. I think both of those came out stellar, you both did a remarkable job. I don't have any legal stuff to talk about.

20. COUNCIL REPORTS:

Allen: Nothing

Cowley: Nothing

Hegel: Welcome, I didn't catch the first name. Welcome and nothing else.

Hollinshead: Just a couple of items earlier this week there was some email traffic going around. Just wanted to make sure there was opportunity to have open discussion on any concerns. I believe there is some concern about, there was a proposal that we don't make any changes to any thing until we have our full-time attorney on staff, continue to dump tax payer money into a bunch of none essential in-house policy changes, is irresponsible. Allen: I'll own that comment. I think it is irresponsible when we have a full time attorney coming in a few weeks. To tax Dick with what's in house policy. Hollinshead: What in house policy? Allen: Well in general Jeff, when we first originally talked about having an interim city attorney, we were just going to do essential items. That seems to be forgotten now were doing all kinds of extras. Larson: Are you talking about when we put number five on there. Declaration of any potential conflict of interest? Allen: I'm talking about several things that could have waited for our full time attorney. Larson: Because I don't think that did anything did that? Pluimer No, to the extent that your comment relates to number five. I did recommend to Nicole going back sometime that almost every governmental entity that I work with has had provisions similar to this on their agenda for in some cases a couple of years. Scott there was no investment of anything then what I learned from my experience. So, you can look at that cost as a \$1.47 because that's about the time we spent on the phone. Any other issues you have I'm not aware. I serve at your pleasure. Hollinshead: I guess I was looking for an explanation what several was or definition, so they could be address. Allen: Ok. Hollinshead: Did you have those? Allen: Move on Jeff we have talked about this/ I know what you're doing. Hollinshead: I'm just asking for clarification Scott. Allen: Well clarification is you got policies like a purchasing policy, ethics policy, and several other things that were all done for an interim attorney that was only supposed to be hired to handle legal matters. So, that's money going out the door. On things that could have waited a few weeks. But yet we have changes to the agenda that continue to happen or additions. Part of the email chain where you jumped on Trisha was the changes to the agenda. And all of this stuff doesn't get council approval. Hollinshead: I'm trying to follow you Scott. I'm trying to see where I jumped on Trisha here. This all did start for public knowledge this started over the comment on item five. Larson: Adding declaration of potential conflicts of interest which is pretty logical to have on there. Hollinshead: Then it expounded from there as not sure we need have policies like this and so. Allen: Now wait a minute that was never said. Weathers: If I may interject, although this is a bit odd to me for input. My statement was merely things were happening and then we have to ask why there happening. To be honest I have no issue whatsoever with it. I was very happy with the explanation. My only request would be maybe in the future say hey we're going to add this because of XYZ. Instead of us finding things have been changed and having to dig for the answers. Just like more information up front and not having it just appear magically on something. That was my only real point. The other context of my email was, I wasn't sure if it was necessary or not because I feel all of us have done a very good job at disclosing any conflict of interest. Hollinshead: And so, my feedback on that one was we have to look no further than the building next door when we talk about this. I think we all agree that there was some decisions have been made in the city that maybe people identify conflicts. I think we've all seen those. Whatever the values are here or not that's different then. So, I'm looking at long term going through the process. I didn't add this comment. Weather: I know you didn't, I didn't accuse you of adding. Allen: There was really no argument of adding that to the agenda. No one had any argument over it. Hollinshead: I'm not arguing now Scott. I'm just trying to find out you continue to throw out some general terms about all this wasted money and you have written it into words. That there's wasted money on in house policies code of ethics. Weathers: Mr. Mayor I would ask we keep input to input and put this on an item for discussion on an agenda versus using this during input please. Larson: Well this is his input. Hollinshead: Thank you sir. Weathers: Ok. Hollinshead: So, as I went through here Scott I just wanted to clarify for everybody on council as I said in an email so that we can discuss this openly. Because you've made comments about several documents costing tax payers absorbent amount of money. Allen: That's correct. Hollinshead: I have yet to see what documents your talking about. Allen: Well part of the reason I requested the break down of attorney fees is ill have some answers pretty quick one I have those breakdowns. The money we could have saved by putting this stuff over to an in house attorney. That we have coming in a few weeks versus sending it out to a temporary attorney that may have to follow on down the road. At what point are we going to be done with a temporary attorney if we keep loading stuff on him to do. Hollinshead: And your using words like loading and dumping and stuff like that. Allen: Ok there going to be no satisfied your curiosity on anything so continue on with your input justify it however you got to. Hollinshead: So, just for council you know when we take about these different documents, if we want to talk about specifics I've asked this of all council throughout. If you've got specific instances that we can fix something, and factual information or whatever let's talk about it and

see what we can do about. General terms such as dumping all of these that type of stuff. Were going to have a city attorney at some point in time so why are we asking this now. I don't think we should be a lame duck session here as we get ready going into the elections or whatever. I think we could continue to move forward and whatever those positive steps are forward we should continue with those. That's my input mayor thank you.

McPherson: None

Allen: That will end in May.

Weathers: Nothing

21. OTHER REPORTS:

Economic Development: We have got a meeting coming up the 15th of noon here in the city hall. Talking to individuals that expressed concern about joining he Box Elder economic development. Then along with the two interviews that were on T.V. I have people downtown that know I'm involved in Box Elder that made nice comments about the T.V interview and were surprised that Box Elder was coming around like we are.

22. CITIZEN INPUT: Labine: I live on line road and for the past four to six weeks we have had a problem with somebody throwing nails on the road. At least weekly. I know of ten people who have had to have tires repaired. It happened again last night over a hundred nails just put in different place from spruce down to the mailboxes on line road. I would just like to maybe see more patrol. I've had two tires, my daughters had two tires. Allen: I've fixed twenty three tires. Wes: Along that line a couple times I've seen Hicks or somebody else picking up nails and I go on down line road west and do not see anything shining like the heads of those nails do. Or down spruce either way, its just right there. Lavine: I mean picked over a hundred nails at one time. That they were just all over. They have even gone as far as spray painting them white when it snowed so you couldn't see them. Somebody's got a lot of time on their hands. Larson: Any other input from citizens?

23. ADJOURNMENT: 8:34 pm.

Motion: Weathers

Second: Hollinshead

Vote: aye Unanimous

Seal:

Attest:

Larry Larson
Mayor

Nicole Schneider
City Administrator/Finance Officer