



# Agenda for the Regular Meeting of the City Council

**Wednesday, May 22, 2024, 6:00 PM**

Location: DALTON GARDENS CITY HALL, 6360 N 4<sup>th</sup> St., Dalton Gardens, ID

Meeting is conducted in person and via Zoom:

[https://us02web.zoom.us/webinar/register/WN\\_H7k8lp94RKGJKJK-O2sdNg](https://us02web.zoom.us/webinar/register/WN_H7k8lp94RKGJKJK-O2sdNg)

**Webinar ID: 871 3142 2704; Passcode: 002499**

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## 1. CALL TO ORDER

## 2. ROLL CALL

## 3. PLEDGE OF ALLEGIANCE

## 4. CITY REPORTS

- a. City Planner
- b. City Engineer
- c. Code Compliance
- d. City Attorney
- e. City Council Reports
  - Councilperson Jordan
  - Councilperson Drechsel
  - Councilperson Sonnen
  - Councilperson Supp
- f. Mayor Report

## 5. CITY BUSINESS

- a. Consideration of Street Sweeping proposal for gravel pickup along sides of roads – **ACTION**
- b. Consideration of engineering bid for Dalton Avenue east of 17<sup>th</sup> street - **ACTION**
- c. Discussion to schedule budget workshops – **ACTION**
- d. Consideration of Resolution 2024-02 Authorized Banking Users - **ACTION**

## 6. EXECUTIVE SESSION: Idaho Statute 74-206-1(a) To consider hiring a public officer, employee, staff member or individual agent, wherein the respective qualities of individuals are to be evaluated in order to fill a particular vacancy or need. This paragraph does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general; 74-206-1(b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent; 74-206-1(i) To engage in communications with a representative of the public agency's risk manager or insurance provide to discuss the adjustment of a pending claim or prevention of a claim imminently likely to be filed. The mere presence of a representative of the public agency's risk manager or insurance provider at an executive session does not satisfy this requirement- **ACTION**

## 7. Consideration of hiring Jill Ainsworth as code compliance and city planner - **ACTION**

## 8. ADJOURNMENT- ACTION

Original Posting 5/20/2024: The purpose of this Agenda is to assist the Council and interested citizens in the conduct of the public meeting. Careful review of the Agenda is encouraged. Testimony from the public will be solicited for any item or issue listed under the category of Public Hearings. Any individual who wishes to address the Council on any other subject should plan to speak when Item: Public Comments is identified by the Mayor. The Mayor and Council will not normally allow audience participation at any other time. Please, no repetitive or abusive comments. Workshops are for Council Members discussion only on a topic, no action or decisions occur at that time. No Public Comment is taken during Workshops. Assistance for persons with disabilities will be provided upon 24-hour notice prior to the meeting by calling the City Clerk at (208) 772-3698 ext 102.



## City of Dalton Gardens

6360 N Fourth Street, Dalton Gardens,  
ID 83815 Phone: (208) 772-3698 Fax:  
(208) 772-3698

### Monthly Planner Activity Report

**April 1, 2024 – May 10, 2024**

#### Code amendments

The Planning and Zoning (P&Z) Commission continues to take steps in establishing a commercial district vision. At their April meeting, the Commission reviewed signage and lighting options, and directed staff to review design guidelines from example communities. A design guideline approach was suggested to provide a non-regulatory approach. In addition, staff was directed to prepare a draft short-term rental code for the Commission's consideration. The Commission would like to finalize a STR code amendment for Public Hearing at their June meeting.

#### Variances / Special Use Permits

A Public Hearing was conducted for special use permit SU-24-2 at the P&Z's April 2024 meeting. The Special Use was unanimously approved.

#### Subdivisions

No new subdivision requests have been submitted.

#### Building Permits

The City continues to receive and manage a variety permit requests. Building permits are received weekly and are reviewed on a rolling basis. Other permit types include commercial business licenses, lot line adjustments, home based business permits, and others. The City consistently receives permit applications for both accessory structures and new home construction. A new City Engineer was hired during the period, and staff has been supporting the Engineer's orientation to working with Dalton Gardens.

#### Code enforcement

The City has an extensive backlog of code compliance cases logged in OpenGov. Staff has been supporting the orientation of a new City Code Enforcement Officer in their efforts to address the backlog and current cases. During the period, staff followed up with properties in violation of the water overage requirements in DGCC 7-4-2. Staff also discussed with City Leadership the need to establish an ADU decommissioning policy.

Respectfully submitted,

Ryan Hughes,  
City Planner



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P.O. Box 1093  
Hayden, Idaho 83835  
Phone # (208) 691-7788  
E-mail: [christina@northwestsweepingcda.com](mailto:christina@northwestsweepingcda.com)

## **Street Sweeping PROPOSAL – AGREEMENT 2024**

Customer: City of Dalton Gardens

### **SERVICES PERFORMED:**

**Street sweeping with an emphasis on gravel pick up along the sides of the roads. Roads to be swept are as follows:**

- 16<sup>th</sup> Street - Dalton Ave to Woodland
- Hanley - 15<sup>th</sup> Street to 18<sup>th</sup> Street
- 17<sup>th</sup> Street - Dalton Ave to Hanley
- E Canfield - 15<sup>th</sup> to 16<sup>th</sup> Street
- Rude St - Prairie to Hanley
- Valley - Prairie to Dalton Ave
- Colfax - Prairie to Dalton Ave

**Sweeping will be billed at \$150 per hour with an estimated time of 7 hours. The estimated total is \$1,050, but not exceeding \$1,200 or 8 hours.**

**The City of Dalton Gardens gives permission for Northwest Sweeping to dispose of the gravel at the Horse Arena on 16<sup>th</sup> Street.**

The contractor is not responsible for large items that cannot be picked up by the sweeper. If you wish to have these items removed, please contact Northwest Sweeping for a quote for additional cleaning services.

Upon request, we will provide certificates of Liability Insurance and Workman's Compensation.

Thank you for your continued business!

**Nicholas Westberg and Christina Westberg, Owners**

# City of Dalton Gardens

## PROPOSAL -- AGREEMENT

We propose herby to furnish material and labor – complete in accordance with above specifications.

Authorized Signature:           Nick J Westberg           Date:           4/29/24          

**NOTE:** This proposal may be withdrawn by us if not accepted within 30 days.

**TERM:** This agreement may be terminated by the parties with 30 days' written notice.

**Payment terms:** payment will be made within 30 days of the invoice received by the customer if not paid in 30 days of receiving invoice the customer will receive a late penalty and could void contract which would result in operations on sites to halt and 1.5 % interest will be added to invoice(s) each month the bill is not paid. If the invoice is still not paid within these terms Northwest Sweeping will pursue the customer in full legal action at which all costs will be paid by the customer.

**INDEMNIFICATION:** Northwest Sweeping agrees to indemnify Customer from and against loss, damage, liability, and expenses arising out of any claim for loss of, or damage to, property and for injury to, or death of, persons caused by Northwest Sweeping negligence or willful misconduct in its performance of this agreement; provided, however, that such indemnification shall not apply to the extent that such claims for loss, damage, injury or death are caused by the negligence, willful misconduct or breech of the agreement by Customer, its agents, employees or other parties.

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Printed Name: \_\_\_\_\_

Position / Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Billing Address: \_\_\_\_\_

*Address*

\_\_\_\_\_  
*City / State / Zip Code*

Telephone Number: \_\_\_\_\_

*\*Please return your signed agreement via email or by mail\**

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# CITY OF DALTON GARDENS

## DALTON AVENUE EXTENSION



### McArthur Engineering Scope of Service

**Summary:** This Scope of Services was prepared at the request of Mayor Curt Jernigan, and the City of Dalton Gardens, Idaho (City) for the above project design services

**Task 1: Topographic Survey: \$2,000**

3<sup>rd</sup> Party Topographic Survey of existing Dalton Avenue right of way improvements between 17<sup>th</sup> Street and the southerly projection of 18<sup>th</sup> Street at Dalton Avenue, as needed for the design.

**Task 2: Dalton Avenue Design: \$4,150**

Prepare a Dalton Avenue right of way design, based on the topographic survey above, for the City Council requested improvements between 17<sup>th</sup> Street and the southerly projection of 18<sup>th</sup> Street at Dalton Avenue. Work with the Fire Department on design and turnaround.

Notes:

1. All additional tasks outside of this scope will be invoiced per the City accepted hourly rates.
2. By signing this Scope of Service, the City agrees to provide McArthur Engineering with authorization to perform the general engineering services as a City representative, for requested engineering or inspection services.
3. This scope is limited to the attached McArthur Engineering General Conditions, and it does not include 3<sup>rd</sup> party agency fees, construction surveying services, geotechnical engineering services, structural engineering services, biological studies or assessments, transportation studies, construction or service bonding of any kind, legal services or fees of any kind, or any service not specifically defined in this scope.
4. McArthur Engineering cannot assume liability for 3<sup>rd</sup> Party Services, but McArthur Engineering is willing to use our relationships to secure professional 3<sup>rd</sup> party geotechnical engineering, structural engineering, and or survey services as needed for the City to complete projects or engineering services in a professional manner.
5. Invoices will be emailed to the Client, unless otherwise specified or requested by the City.

### GENERAL CONDITIONS

1. **Parties:** McArthur Engineering Company, LLC (further *ME*) is hereafter referred to as *ME or Consultant*, and (printed name):  
\_\_\_\_\_ is/are hereafter referred to as *City or Client*.

2. **Contract:** This document is hereby referred to as *Contract* for the above referenced services.

This *Contract* shall be binding upon the heirs, executors, administrators, successors and assigns of *Client* and *Consultant*.

This *Contract* shall not be assigned by either *Client* or the *Consultant* without the prior written consent of both parties.

This *Contract* contains the entire *Contract* between *Client* and *Consultant* relating to the project and the provision of services to the project. Any prior contracts, promises, negotiations or representations not expressly set forth in this *Contract* are of no force or effect. This *Contract* supersedes any previous *Contract* for this project. Any said previous *Contract* is now null and void. Any modifications to this *Contract* shall be finalized in writing, and signed by both *Client* and *Consultant* to be considered fully executed.

This *Contract* shall be governed by and constructed in accordance with the laws of the State of Idaho.

3. **Contract Type:** This is an hourly service agreement for the services noted. Services outside of the above may require additional fees.
4. **Exclusions:** See the above exclusions noted in this Scope of Service.
5. **Outstanding Balance:** Any invoices not paid within 30 calendar days of their due date will be subject to interest in the amount of 1.5% per month applied to all unpaid portions of said invoice. A cost of living increase of 5% shall be applied annually to any remaining unpaid balance.

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6. **Client's Contractor:** *Client* agrees that *Consultant* is an observer of construction methodology and compliance of plan specifications only. *Consultant* has no authority over *Client's* contractor and is not responsible in any manner for *Client's* selected contractor performance.
7. **Terms, Conditions, etc.:** *Consultant's* waiver of any term, condition, or covenant, or breach of any term, condition, or covenant, shall not constitute the waiver of any other term, condition, or covenant, or the breach of any other term, condition, or covenant. If any term, condition, or covenant of this *Contract* is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this *Contract* shall be valid and binding on *Client* and *Consultant*.
8. **Representation:** *Consultant* shall only act as an advisor in all governmental relations, but hereby agrees to appear on behalf of the *Client* to achieve approvals without accepting any liability by said representation.
9. **Proprietary Documents and Data:** All original papers, documents, drawings, electronic data, calculations, and other work product of *Consultant* and copies thereof, produced by *Consultant* pursuant to this *Contract*, except documents which are required to be filed with public agencies, shall remain the property of *Consultant* and may be used by *Consultant* without the consent of *Client*. *Client* agrees not to use or permit any other person to use plans, drawings, or other work product prepared by *Consultant*, which plans, drawings, or other work product are not final and which are not signed, and stamped or sealed by *Consultant* and approved by all appropriate public agencies. *Client* agrees to be liable and responsible for any such use of non-final plans, drawings, or other work product not signed and stamped or sealed by *Consultant* and approved by appropriate public agency and waives liability against *Consultant* for their use. *Client* further agrees that final plans, drawings, or other work product are for the exclusive use of the *Client*, and may be used only for the project described on the face thereof. Such final plans, drawings, or other work product may not be changed nor used on a different project without the expressed written authorization or approval by the *Consultant*.
10. **Default:** *Client* acknowledges that its right to utilize the services and work product provided pursuant to this *Contract* will continue only so long as *Client* is not in default pursuant to the terms and conditions of this *Contract*, and *Client* has performed all obligations under this *Contract*. *Client* further acknowledges that *Consultant* has the unrestricted right to use the services provided pursuant to this *Contract* as well as all work products provided pursuant to this *Contract*.
11. **Cooperation:** *Client* and *Consultant* agree to cooperate with each other in every way throughout the entirety of the project.
12. **Termination of Services:** The initial term of this *Contract* shall be from the commencement date hereof through September 30, 2024. After the initial term, this *Contract* shall be deemed renewed automatically for the term of October 1 through September 30 unless the City or ME gives thirty (30) days written notice of its intent to not renew the *Contract*. Either party may terminate this *Contract* by providing thirty written notice to the other party. In the event this *Contract* is terminated before the completion of all services, unless *Consultant* is responsible for such early termination, *Client* agrees to release *Consultant* from all liability for all work performed after the date of termination. *Client* shall pay *Consultant* all amounts owed within thirty (30) days of termination.
13. **Bankruptcy:** *Consultant* shall be entitled to immediately, and without notice, suspend the performance of any and all of its obligations pursuant to this *Contract* if *Client* files a voluntary petition seeking relief under the United States Bankruptcy Code or if there is an involuntary Bankruptcy petition filed against *Client* in the United States Bankruptcy Court, and that petition is not dismissed within fifteen (15) days of its filing. Any suspension of services made pursuant to the provisions of this paragraph shall continue until such time as this *Contract* has been fully and properly assumed in accordance with the applicable provisions of the United States Bankruptcy Code and in compliance with the final order or judgment of the Bankruptcy Court.
14. **Liens:** This *Contract* shall not be construed to alter, affect, or waive any lien or stop notice right, which *Consultant* may have for the performance of services pursuant to this *Contract*. *Client* agrees to separately provide *Consultant* with the name and address of any and all lenders who would loan money on the project and who are entitled to receive a preliminary notice.
15. **Third Party Payments:** If payment for *Consultant's* services is to be made on behalf of *Client* by a third-party lender, *Client* agrees that *Consultant* shall not be required to indemnify the third-party lender, in the form of an endorsement or otherwise, as a condition of receiving payment or services.
16. **Payment for Services Rendered:** In the event all or any portion of the work prepared or partially prepared by *Consultant* be suspended, abandoned, or terminated, *Client* shall pay *Consultant* for all fees, charges, and services provided for the project, not to exceed any *Contract* limit specified herein. *Client* acknowledges if the project work is suspended and restarts, there will be additional charges due to suspension of the work, which shall be paid for by *Client* as extra work.
17. **Project Delay's:** *Consultant* is not responsible for delay caused by activities or factors beyond *Consultant's* reasonable control, including but not limited to, delays by reason of strikes, lockouts, work slowdowns, or stoppages, accidents, acts of God, failure of *Client* to furnish timely information or approve or disapprove *Consultant's* work promptly, lack of performance by *Client*, Contractors, or governmental agencies.
18. **Governmental Actions:** *Consultant* shall not be liable for damages resulting from the actions or inactions of governmental agencies including, but not limited to permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexation or consolidations, use or conditional use permits, project or plan approvals, and building permits.
19. **Estimated Quantities:** *Consultant* makes no representation concerning the estimated quantities and cost figures made in connection with maps, plans, specifications, or drawings other than that all such figures are estimates only and *Consultant* shall not be responsible for fluctuations in cost factors. *Consultant* assumes no liability for the accuracy of provided estimate. The *Client's* contractor shall be responsible for verifying final construction quantities unless otherwise required by permitting/governing agencies.
20. **Third Party Performance:** *Client* acknowledges that *Consultant* is not responsible for the performance of work by third parties including, but not limited to, any governmental agency, permitting agency, soils engineers, landscape architects, land planners, the construction Contractor and its subcontractors, etc.

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21. **Project Schedule:** It is a material inducement to all parties hereto that all parties perform their obligations in a timely manner and in a manner consistent with all applicable industry standards. In the event of a failure of that condition, the affected party may give the other party written notice of a claimed default. In the event a claimed default, as properly noticed by the party alleging said default, is not cured within thirty (30) days, or in the event the parties do not reach a written *Contract* to waive or otherwise resolve said claimed default, then the non-defaulting party may, at its election, declare this *Contract* terminated. All rights under this paragraph shall be exercised in good faith.
22. **Risk Allocation:** The *Client* is aware of the risks, rewards, and benefits of the Project and *ME* total fee for services. The risks are hereby allocated such that the *Client* agrees that, to the fullest extent permitted by law, the total combined liability of *ME*, its agents, employees, and insurers, to the *Client*, directly or through third parties for all injuries, claims, expenses, costs and fees, damage or claims of expenses arising out of this agreement from any cause, shall not exceed the amount of *ME*'s fees, as of the date of this agreement. Such causes include, but are not limited to, *ME*'s negligence, errors, omissions, strict liability, and breach of this agreement. In no event shall *ME* be liable for any incidental, indirect or consequential damages.  
  
The client agrees that *ME* is not responsible for damages arising directly or indirectly from any delays for causes beyond *ME*'s control. For purposes of this agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or any other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by *ME* to perform its services in an orderly and efficient manner, *ME* shall be entitled to an equitable adjustment in schedule and compensation.
23. **Hazardous Waste and Asbestos:** The *Client* agrees, notwithstanding any other provision of this agreement, to the fullest extent permitted by law, to indemnify and hold harmless *ME*, its officers, partners, employees and consultants (collectively, *ME*) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of *ME*.
24. **Right of Entry:** The *Client* shall provide for *ME* right to enter the property owned by the *Client* and others in order for *ME* to fulfill the services to be performed hereunder. The *Client* understands that use of testing or other equipment may avoidably cause some damage, the correction of which is not part of this agreement. The *Client* agrees, to the fullest extent permitted by law, to indemnify and hold harmless *ME*, its officers, directors, employees and sub-consultants (collectively *ME*) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from procedures associated with testing or investigative activities or connected in any way with the discovery of hazardous materials or suspected hazardous material on the property.
25. **Mediation before Litigation:** In an effort to resolve any conflicts that arise during the design and construction of the project or following the completion of the project, the *Client* and *ME* shall agree that all disputes between them arising out of or relating to this agreement or the project, except for the payment of *ME*'s fees, shall be submitted to nonbinding mediation as a condition precedent to litigation unless the parties mutually agree otherwise. The *Client* further agrees to include a similar mediation provision in all agreements with independent contractors and consultants on the project, and also to include a similar mediation provision in all agreements with their subcontractors, sub-consultants, suppliers and fabricators on the project, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.
26. **Legal Fees:** In the event of any action brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses including attorneys' fees as may be set by a court / mediator / arbitrator.
27. **Survival:** Notwithstanding completion or termination of this agreement for any reason, all rights, duties, and obligations of the parties to this agreement shall survive such completion or termination and remain in full forces and effect until fulfilled.
28. **Controlling Law, Jurisdiction, and Venue:** This agreement is to be governed by the law of the State of Idaho, principal place of business of *ME*. Any action or proceeding arising from or in connection with this agreement shall subject exclusive jurisdiction of the State of Idaho. Venue shall be proper in Kootenai County.

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**NOTICE TO PROCEED**

I, \_\_\_\_\_  
 (printed Client name), known as the **Client** for this project, do hereby declare that I accept this Contract for the services listed, at the estimated budget provided, and per the aforementioned General Contract Conditions. Consider this signature below as my **Notice to Proceed:**

\_\_\_\_\_  
*(Client's signature)*

\_\_\_\_\_  
*(Client's company)* *(Client's title)*

\_\_\_\_\_  
*(Date)*

**McArthur Engineering Company, LLC:**

**Scott McArthur** **PE**  
*(Printed name)* *(title)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Date)*

**BILLING INFORMATION**

Client Phone Number: \_\_\_\_\_

Billing Email Address: \_\_\_\_\_

Billing Street Address: \_\_\_\_\_  
Street Address City State Zip

Initials \_\_\_\_\_

**RESOLUTION 2024-02**

**AUTHORIZED BANKING USERS**

**RESOLVED** that the authorization established in Resolution No. 2024-01 for Teresa Jansen, former City Clerk/Treasurer establish bank account(s) and investment account(s) as well as deposit the funds of the organization therein is terminated.

**BE IT FURTHER RESOLVED** that the following individual(s) of the City of Dalton Gardens are authorized and directed to establish bank account(s) and investment account(s) as well as deposit the funds of the organization therein. The following individual(s) shall have authority to operate the account(s) on behalf of the organization:

**Name:** Stephanie Mueller    **Signature:** \_\_\_\_\_    **Title:** Acting City Treasurer

**Name:** Curt Jernigan        **Signature:** \_\_\_\_\_    **Title:** Mayor

**Name:** Tyler Drechsel    **Signature:** \_\_\_\_\_    **Title:** Council President

I certify that this resolution was adopted by this organization and is now in effect. I certify that the persons whose names, titles, and signatures appear above are authorized to establish accounts for this organization and operate each account. I certify that these signatures are genuine.

PASSED and approved by the City Council of the City of Dalton Gardens this 22<sup>nd</sup> day of May, 2024.

CITY OF DALTON GARDENS

\_\_\_\_\_  
Curt Jernigan, Mayor

ATTEST:

\_\_\_\_\_  
Susan P. Weeks, City Attorney

# INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Dalton Gardens, a municipal corporation of the State of Idaho (“City”) and Jill Ainsworth (“Ainsworth”).

## RECITALS:

**WHEREAS**, City Council previously approved hiring Ainsworth to perform code compliance work;

**WHEREAS**, Ainsworth served as an independent contractor to perform code compliance work;

**WHEREAS**, City Council has approved Ainsworth to also serve as the City Planner; and

**WHEREAS**, Ainsworth is willing to serve as an independent contractor to perform City Planner Work.

**NOW, THEREFORE**, in consideration of the mutual promises hereinafter contained, the parties agree as follows:

- 1. Engagement.** City hereby engages Ainsworth and hereby accepts such engagement as an independent contractor, under the terms and conditions herein set forth.
- 2. Term.** The term of this Agreement shall commence March 27, 2024, and shall continue until terminated.
- 3. Services To Be Rendered.** Ainsworth was engaged as an independent contractor to provide code enforcement services to City through May 22, 2024. Commencing May 23, 2024, Ainsworth’s scope of services as an independent contractor shall increase from code to enforcement to include city planner work.
- 4. Compensation.** City shall pay Ainsworth the sum of Thirty-Five Dollars (\$35.00) per hour up to a maximum of fifteen (15) hours per week through May 22, 2024, for code enforcement work. The first payment shall be due and payable on or before the 5<sup>th</sup> day of June, 2024, and the payment for each succeeding month of the term shall be payable on or before the 5<sup>th</sup> day of each month. Commencing May 23, 2024, Ainsworth shall be paid the sum of Fifty Dollars (\$50.00) per hour up to a maximum of thirty-five (35) hours per week.

5. **Termination by Parties.** Either party may terminate this Agreement by giving thirty (30) days' written notice to the other party.

6. **Termination by Death.** In the event of Ainsworth's death during the term of this Agreement, this Agreement shall not survive death.

7. **Records.** All files and other records generated by Ainsworth during the term of this Agreement shall belong to and remain the property of the City, including upon termination of this Agreement.

8. **Disclosure of Information.** Upon termination of this Agreement, Ainsworth hereby agrees that she will not disclose any confidential information as to any transactions which have been consummated or are pending upon such termination.

9. **Relationship Between Parties.** Ainsworth is retained and engaged by the City only for the purpose and to the extent as set forth in this Agreement. Ainsworth's relation to the City shall, during the period of his engagement and services hereunder, be that of an independent contractor. Ainsworth shall not be considered, under the provisions of this Agreement, or otherwise, as having an employee status or as being entitled to participate in any benefit plans offered by the City pertaining to or in connection with any pension, savings, or insurance benefit which the City now or in the future provides to its employees.

10. **Taxes.** Ainsworth shall be responsible for payment of her own income taxes and self-employment taxes as the same may be required under the provisions of the Internal Revenue Code of 1986, as amended.

11. **Attorney's Fees.** If a suit or action is instituted in connection with any controversy arising out of this Agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees, whether in initial litigation or upon appeal.

12. **Binding Effect.** This Agreement shall be binding upon execution by the City Mayor and Ainsworth.

**13. Governing Law.** The provisions of this Agreement shall be governed by and interpreted in accordance with the laws of the state of Idaho.

*IN WITNESS WHEREOF*, the parties have executed this Agreement effective the date first set forth above.

CITY OF DALTON GARDENS

BY: \_\_\_\_\_  
CURT JERNIGAN  
Mayor

ATTEST:

\_\_\_\_\_  
Susan P. Weeks, City Attorney

\_\_\_\_\_  
JILL AINSWORTH