



Agenda for the Regular Council Meeting Dalton Gardens City Council

Thursday, May 6th, 2021 @ 4:00 PM

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

Meeting will be conducted via teleconference and in person.

Please click this link to join the webinar via computer/smartphone:

<https://us02web.zoom.us/j/89112996083?pwd=cEdGWIMyb3lkU3Eza2FzTHE2VVAxZz09>

PHONE NUMBER: 1-669-900-6833 OR 1-346-248-7799 Passcode: 983922

WEBINAR ID: 891 1299 6083; PASSWORD: 983922

-
1. CALL TO ORDER:
 2. ROLL CALL OF CITY COUNCIL MEMBERS:
 3. PLEDGE OF ALLIGANCE:
 4. EXECUTIVE SESSION- Idaho Code 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, and Idaho Code 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 - ACTION ITEM.

*Council anticipated to be in an executive session until 5:30 p.m. Remaining agenda items to be addressed at 6:00 p.m.

5. AMENDMENTS TO THE AGENDA-ACTION

6. PUBLIC COMMENT PERIOD:

Each speaker will be allowed a maximum of three (3) minutes to address the City Council on matters that relate to City government business. Comments related to future public hearings should be held for that public hearing. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.

7. REPORTS:

- a. Council Members
- b. City Planner-Rand Wichman
- c. City Engineer- HMH Engineering
- d. Kootenai County Sherrif's Office
- e. City Clerk/Treasurer- Jessica Hutson
- f. Deputy City Clerk- Teresa Janzen

8. CONSENT CALENDAR- ACTION

- a. Minutes from the Regular Meeting April 1, 2021 and minutes from the Workshop April 1, 2021 and April 13, 2021.
- b. Financial Statement submitted for the April 1st, 2021 to April 30th, 2021.
- c. Quarterly Finance Report for 2nd Quarter

9. KCFR BOND LEVY PRESENTATION TO THE COUNCIL

10. PUBLIC HEARING:

- a. Dalton Gardens Elementary Sign-**ACTION**
- b. Platted 60' Easement and approval of Easement Agreement on 18th Street-**ACTION**
- c. Fee Schedule Update and Adoption of Resolution 21-2 -**ACTION**

11. OLD BUSINESS:

- a. Crack Seal Bid Presented by PSP Enterprises and AP Asphalt Pros- **ACTION**
- b. Facility Reservation Policy- **ACTION**
- c. Resolution 21-1 Kootenai County All Hazard Mitigation Updated Plan- **ACTION**
- d. Written Decision for Mike White Request for Reconsideration- **ACTION**
- e. Events and Public Assembly Ord. #269 -**ACTION**

12. NEW BUSINESS:

- a. Discussion and Approval of staffing adjustments to fill the needs of the Clerk's office - **ACTION**
- b. Approval of HMH proposal for Chip Seal project - **ACTION**
- c. Discussion on possible May dates for a Business License and Annexation Workshop
- d. AIC & ICCTFOA Conference in Boise Attendance- **ACTION**

13. PUBLIC COMMENT:

Each speaker will be allowed a maximum of three (3) minutes to address the City Council on matters that relate to City government business. Comments related to future public hearings should be held for that public hearing. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.

14. ADJOURNMENT-ACTION

POSTED:5/4/21

The purpose of the 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 City Clerk at (208) 772-3698.

City of Dalton Gardens
Regular Council Meeting Minutes
Thursday, April 1st, 2021 @ 6:00pm
Meeting was conducted via teleconference and in person.

CALL MEETING TO ORDER: Mayor Edwards called the meeting to order at 6:00pm

ROLL CALL: Councilor Carrie Chase, Councilor Aaron O'Brien, Councilor Robert Wuest, Councilor Ray Craft and Mayor Dan Edwards were present. Caitlin Kling- City Attorney, Rand Wichman-City Planner, and Teresa Janzen-Deputy City Clerk were also in attendance.

PLEDGE OF ALLEGIENCE: Rand Wichman- City Planner.

PUBLIC COMMENT PERIOD: The Mayor opened Public Comment at 6:03 PM. Each speaker will be allowed a maximum of three minutes to address the City Council on matters that relate to City government business. Comments related to future public hearings should be held for that public hearing. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.

Randy Gregorson-7288 N 4th Street- Requesting action by Council to address the traffic and deer situation.

Barry Price-6535 Davenport Street- Requesting that the law regarding oversized tires be enforced.

Tom Saunders- 7376 N 4th Street- Concerned about the speed on 4th street and suggests a Stop sign be placed on Wilbur.

Roy Cook- 7239 N 15th Street- Concerned about the traffic on 15th and Wilbur. He recommends not doing speed bumps as it is difficult on the streets and snow removal equipment.

Nick Flugel-7303 N 4th Street- Roundabouts are designed to move as much traffic as possible through an intersection. Questions the traffic counts during COVID and the accuracy. The engineers can not recommend stop signs. There needs to be something done in regard to traffic. There is not an easy answer and is willing to help and volunteer.

Mike Chase-7512 N 4th Street- Interested in the plan from HMH to reduce traffic in Dalton Gardens. Enforcement is not a traffic reduction mean. It is not a matter of educating drivers, they are ignoring the posted speed limits. Looking for those methods that are already proven by national traffic organizations to reduce traffic.

1. CONSENT CALENDAR APPROVAL

A. AO'Brien made a motion to approve Minutes of the Regular Council Meeting of March 4th, 2021. RCraft Second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

AO'Brien made a motion to approve Minutes of the Regular Council Meeting of March 25th, 2021. CChase Second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

B. Mayor Edwards noted that the correct amount in Petty Cash is about \$25.00, not \$50.00 as reported. RWuest made a motion to approve Financial Statement from March 1, 2021 to March 31, 2021 and the claims so listed. AO'Obrien seconded.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

Mayor Edwards amended the order of the items on the Agenda.

5. 2. APPROVAL OF CRACK SEAL BID PRESENTED BY PSP ENTERPRISES-TABLED

RCraft made a motion to table the Contract. CChase seconded.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

2- 3. PUBLIC HEARING - REQUEST FOR RECONSIDERATION OF MIKE WHITE ALU – 6263 N. 17TH STREET

AO'Brien made a motion to deny the reconsideration based on the advice of the City Attorney. RCraft seconded.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

~~10.~~ 4. SET WORKSHOP SCHEDULE FOR ITEMS DISCUSSED IN WORKSHOP

RWuest stated that Business Licenses also needed to be addressed in addition to Park Polices, Fee Resolution, Code Amendments, Deer, Fire Hydrants, and Annexations.

Council agreed to have the following Workshop:

Tuesday, April 13th 2021 at 5:00pm- Fees

Wednesday, April 28th 2021 at 5:00pm- Deer

Thursday, May 6th 2021 at 4:00pm- Code

Annexations & Business License will be scheduled at a later date for May.

~~4.~~ 5. DISCUSSION/APPROVAL OF FACILITY RESERVATION POLICIES-TABLED

CKling requested some additional time for her and RWichman to finalize Council feedback and request.

9. 6. DISCUSS A PLAN TO LESSON TRAFFIC IN DALTON GARDENS FOR THE SAFETY OF LIFE FOR THE RESIDENTS PRESENTED BY HMH

Michael Hall and Christine Baker from HMH Engineers presented the proposal as submitted. CBaker reviewed the Traffic Calming Devices, Safety Improvements, and General Considerations. MHall stated these are just preliminary ideas to address the issues, additional information and surveys would need to be conducted prior to finalizing. HMH is continuing the traffic counts, updating the Transportation Plan and the public workshops will be at a later date.

3. 7. APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH THE SWEEP, LLC

CKling sent the Sweep, LCC. the standard professional agreement from the City as the City approved the Contract at the March meeting.

RWuest made a motion to approve the Professional Agreement Services with the Sweep, LLC. AO'Brien seconded.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

4. 8. APPROVAL TO PURCHASE TIRES FOR 2009 GMC PICKUP TRUCK PER QUOTE

The quote totaled \$1,009.87 from Les Schwab.

RWuest made a motion to approve the purchase for 2009 GMC Pickup Truck per the quote. CChase second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

~~6.~~ 9. APPROVAL OF BEER & WINE LICENSE BY THE DRINK FOR: JANELLA MUSIC LLC DBA THE PAINT BUZZ

RWuest made a motion to approve of Beer & Wine License by the Drink for Janella Music LLC DBA The Paint Buzz. CChase second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

7. 10. APPROVAL TO RESCHEDULE THE NOVEMBER CITY COUNCIL MEETING FROM NOVEMBER 4th TO NOVEMBER 2nd

AO'Brien made a motion to change the November regular council meeting to November 3rd. CChase second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

8. 11. APPROVAL OF THE KOOTENAI COUNTY ALL HAZARD MITIGATION UPDATED PLAN-TABLED

CKling requested additional time for Council, RWichman and herself to review the Kootenai County All Hazard Mitigation Updated Plan.

RWuest made a motion to change the November regular council meeting to November 3rd. CChase second.

Roll Call Vote:

AO'Brien: yes RCraft: yes RWuest: yes CChase: yes Motion carries.

COUNCIL REPORTS

AO'Brien- Spoke with Sergio and he will start working. The fence at the arena was damaged and was repaired for \$1,600.00.

RCraft-None

RWuest-None

CChase-None

Mayor Edwards- Mayor Edwards introduced the new City Clerk/Treasurer and she will start April 12th and reviewed the KCSD report.

PUBLIC COMMENT PERIOD: The Mayor reopened Public Comment at 8:15 PM.

Each speaker will be allowed a maximum of three minutes to address the City Council on matters that relate to City government business. Comments related to future public hearings should be held for that public hearing. Please be advised that the City Council can only take official action this evening for those items already listed on the agenda.

Lezlie Laviola- 1527 E Woodland Dr- Concerned about the direction of the deer management plan and does not want hunting in the City. Leslie questioned the survey results. CChase clarified that there has not been a decision made at this time. Council suggested having more volunteers to apply to count the deer and there will be an upcoming Workshop to discuss.

Nick Flugel-7303 N. 4th St- Concerned about the deer and traffic. The deer in Dalton do not have predators, except towards Canfield. There is an increase in predators within the City. Would like to see some resolution with the traffic.

Gary Sonnen-7447 N. Valley St- Comments regarding the Survey. The biggest concern was speeding, traffic and failure to stop. He is in support of getting some law enforcement.

Jamie Smith- 6871 N Mt Carol- IN 2012 the deer committee suggested changes to the fence ordinance and was accepted by the Council. In 2019 there was 5 deer related accidents. Turning Dalton Gardens into a Hunting area is not right.

Natalie Ackerman-6263 N 16th St- Concerned about the Traffic, does not feel that the roundabouts will help. The 4way stop on 15th and Hanley would be a good place for roundabout, along with 4th and Wilbur and the rest needs to be 4way stops. Traffic and speed need addressed, law enforcement will help or maybe reducing speed to 20mph. Most parks do not rent the entire park out, just the Gazebo. The deer population is completely out of control.

Mike Chase-7512 N 4th Street- Wanted to offer some clarification on law enforcement, the KCSD is required to enforce the laws. HMM was directed to reduce traffic by council. Does not feel the suggestions are designed to reduce traffic. Traffic should be diverted to Government Way.

Chris Laviola- 1527 E Woodland Dr- Oppose allowing hunting in a neighborhood area. Would think there needs to be a systematic survey of the deer population. And believes there are other options.

10. 12. EXECUTIVE SESSION – Idaho Code 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.

AO'Brien made a motion to go into Executive Session at 8:42pm . RWuest seconded.

Roll Call Vote:

AO'Brien: absent RCraft: yes RWuest: yes CChase: yes Motion carries.

Council came out of Executive Session at 9:16 PM

12. 13. DISCUSSION/APPROVAL OF CITY HALL STAFFING AND HOURS OF OPERATION

With Valerie gone there is a gap in staffing. Council request 40 hours the week of April 6th, 30 hours the week of the April 12th and then back to 20 hours the week of April 19th.

CKling reminded the Council that the AIC Training is April 20th from 9am-3pm. AO'Brien is unable to attend, the rest of Council is available. Teresa will also attend. City Hall will be closed April 20th for Staff Training.

14. ADJOURN

Mayor Edwards adjourned the meeting at 9:20pm

Dan Edwards, Mayor

ATTEST:

Jessica Hutson, City Clerk/ Treasurer

City of Dalton Gardens
Workshop Meeting Minutes
Thursday, April 1st, 2021 @ 6:00 pm
Meeting was conducted via teleconference and in person.

CALL MEETING TO ORDER:

Mayor Edwards called the meeting to order at 4:03pm.

Mayor Edwards clarified that the only item that will be covered this afternoon is the Park Policies and apologized for any confusion.

ROLL CALL:

Councilor Carrie Chase, Councilor Aaron O'Brien, Councilor Robert Wuest, Councilor Ray Craft and Mayor Dan Edwards were present. Caitlin Kling- City Attorney, Rand Wichman-City Planner, and Teresa Janzen-Deputy City Clerk were also in attendance.

ITEMS:

~~1. Fire Hydrants MOU~~

2. Park Policies:

RWichman was requested by Council to review and create Policies for managing Reservations and Use at the Cities Facilities. The City Hall, Ward Newcomb Park and the Riding Arena draft policies were submitted to council along with Karen Kimball submitted suggestions/comments, and the Ordinance Amendment regarding large gatherings of over 50 people. CKling and RWichman recommend a different set of rules for large crowds. Council instructions are to create a different fee imposed for Residents verses Non-residents. Currently Reservations are made through City Hall staff. RWichman will collaborate with TJanzen on in-house procedures. CKling advised that in the past there has not been a policy in place regarding reservations and with increased use since last summer, recommend creating them. CKling advised Council that the City's facilities are open to the public to reserve regardless of residency. Non-resident reservations will be required to pay for staff to be onsite. RWichman will research other cities and how they manage reservations made in advance. TJanzen stated reservations will be integrated into the website. Council would like to have a refundable cleaning deposit fee in addition to reservation fees. The City can cancel reservations with good cause only. A designated smoking area for Ward Newcomb Park should be implemented. Dogs are allowed by requesting permission from the City Council. CKling states that she removed the suggested firearm regulation in the policy portion to be in compliance with State Code. Firearms are allowed but discharging of a firearm is not. The policies will contain wording that picnic tables will need to be put back in place or there will be a charge. The park will not remain open during private reservations that have over 30 people in attendance. Karen suggested the Dalton Gardens Arena be renamed to the

Dalton Gardens Horse Complex and reviewed her submitted suggestions/comments. CKling recommends that larger groups over 50 should provide proof of Insurance and Vendors, sanitation needs should be checked with Panhandle Health and larger groups should reserve 45 days prior to the event. Dogs are not allowed in the arena and must be on a leashed at the complex. Decorations or signs are allowed but must be removed from the area after the event. Council suggested signs be added to the arena that says "Use area at own risk". Council suggested encouraging groups to donate or make repairs to the items in the arena. The bees near the concrete seating is an issue at the arena. RWichman and CKling drafted and reviewed the proposed Ordinance, parades will be removed from the Ordinance. The City is not taking reservations at this time.

~~3. Code Amendments~~

~~4. Deer Ordinance~~

~~5. Fee Resolution~~

~~6. Annexations~~

7. Adjournment:

Mayor Edwards adjourned the meeting at 5:37pm.

Dan Edwards, Mayor

ATTEST:

Jessica Hutson, City Clerk/ Treasurer

**MINUTES for the COUNCIL WORKSHOP
CITY OF DALTON GARDENS**

April 13, 2021 @ 5:00pm

Meeting was conducted via teleconference and in person.

CALL MEETING TO ORDER: Meeting was called to order by Council President Wuest at 5:10 PM.

ROLL CALL: Physically present were Councilors Robert Wuest, Carrie Chase, and Mayor Dan Edwards (arrived at 5:30pm). Councilor Aaron O' Brien was present via teleconference along with Mike Bass, KCFR. Also physically present were Rand Wichman, City Planner; Jessica Hutson, City Clerk/Treasurer and Teresa Janzen, Deputy Clerk. Councilor Ray Craft was absent.

1. FEE RESOLUTION:

Rand Wichman reviewed the City Fee Schedule Draft April 9, 2021 with Council. Rand with the assistance of Teresa reviewed the previous Fee Schedule and current charges the City incurred. As an example, Kootenai County Fire and Rescue "KCFR" current fee is outdated due to the contract price with KCFR and does not include administrative expenses. The Building permit fees based on Valuation- Table 1 as presented in the Draft is a fee based on the project value. The Building Valuation Data based on local information is used to calculate the approximate cost of a project, specific local values per square foot are identified. In the absence of specific valuation data not identified on the table, then the value shall be set by the Building Official based on the most current building valuation data sheet published by the International Code Council.

DISCUSSION: CChase inquired if the fees are reflective of staff cost? Rand explained the current fee structures and identified that 20% of the actual cost has been built into the new prices to account for administrative expenses. RWuest recommended that roofing be separated by Residential and Commercial due to cost difference. Commercial roofs are higher than residential and typically treated differently than a resident. Council requested that Rand add a Special Inspection or Reinspection fee. RWuest suggested that the Pole Building valuation be based on \$24.00 per sqft (page 2). After further discussion, council recommended that enclosed Patios be raised to \$30 per ft (page 2), siding permit based on the number of inspections at \$99.00 each and strike "doors" on Change out windows and doors and install egress windows. Council suggested that the Manufactured Home/Setting Permit state that it includes (2) inspections. Rand will review the overall Draft for continuity in verbiage. On page 5, last item on Planning and Zoning Design Review Fees, the Sign (design Review Fee for compliance) will be removed and added to the Sign Permit Fee, increasing that amount to \$300.00. RWuest requested that under Mechanical, page 3, that commercial rates be added for HVAC, second or subsequent inspections at \$150.00 each. CChase inquired about the load limits, after discussion, it was recommended that the Load Limits be \$50 per trip plus any cost of engineer review. Reservations for residents are suggested to be at \$25.00 for residents and \$200 for non-residents for the rental of City Hall, rental capacity must meet Building Code requirements. Cleaning deposits can be waived by Council for non-profits, etc. on a case-by-case basis. Ward Newcomb Park Reservations for residents are suggested to be at \$25.00 for residents and \$200 for non-residents. Horse Complex is suggested to be at \$25.00 for resident and \$200.00 non-resident. Publication fees were suggested to be "Actual cost plus 20%". Municipal code text amendment was advised at \$500.00 plus any applicable attorney fees.

PUBLIC COMMENT: Sue Supp suggested the City review the Municipal Code text amendment fee compared to Chapter 6 of Title 1 Election Process and Title 5, Chapter 9-3 Application for Amendment. Rand stated that he would review the suggested Chapters.

ADJOURN

RWuest made a motion to adjourn at 7:18pm. **CChase** seconded. All in favor.

Dan Edwards, Mayor

Attest:

Jessica Hutson, City Clerk



Coeur d'Alene Public Schools

DISTRICT ADMINISTRATIVE CENTER
1400 N. Northwood Center Court, Coeur d'Alene, ID 83814

OFFICE 208.664.8241
FAX 208.664.1748
www.cdaschools.org

2-26-2020

Dear City Dalton Garden Council Members,

My name is Michael Westrup, I am the Director of Maintenance for the Coeur d'Alene School District #271. On behalf of the District, we are requesting approval to replace the Dalton Elementary School existing nonconforming sign, pursuant to Section 5-11-6 A.2. of the Municipal Code.

We would like to start this project shortly after your approval. The timeline will be given to us from Total Sign Inc. We anticipate the project will be completed within a month after we approval from the City and issue of Permit. This will depend on arrival of material and installer schedule.

Attached you will find photos of the existing sign, specifications of the new sign, the sign location which is the same exact location the old sign is currently located and an example of a sign at Canfield Middle School, consistent with other signs throughout the School District.

The new sign will have one freestanding 5"-6" steel pole set in concrete per the engineer. It will be smaller in size which will help on the visual impacts and will have a shaper cleaner visual appearance. We would also like to point out.....

- The size of the signs / Existing sign is 48 square feet / New sign will be 45 square feet
- The New Sign will have an Auto dimmable feature for the LEDs at night and could be programmed to shut off during late night and weekends.
- No flashing/blinking messages that could distract drivers.
- This request is modernizing the sign to be consistent with signs at the other schools in the district (see attached photo of Canfield Middle School)

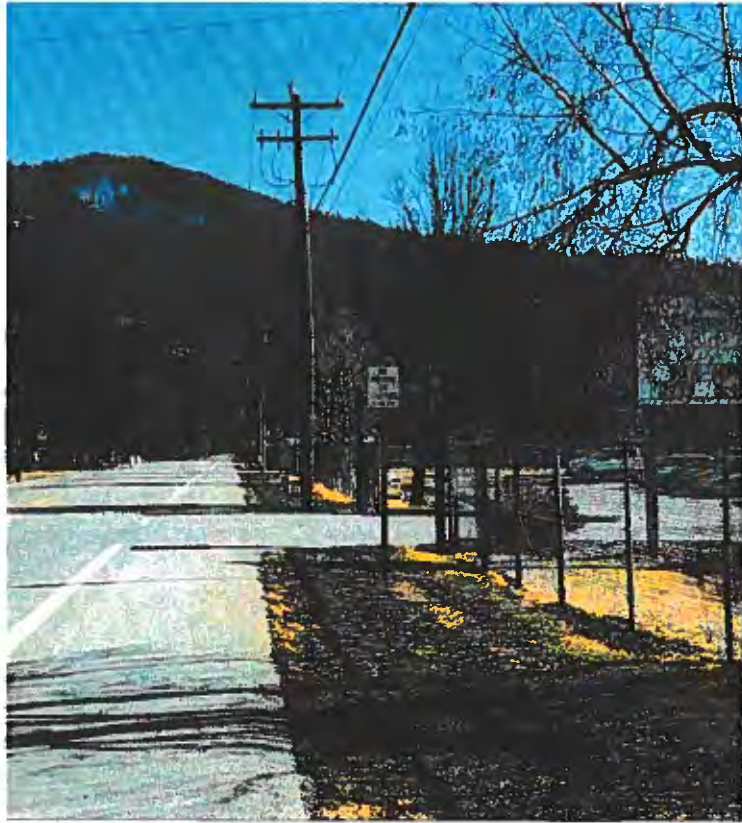
Electronic Signs are an important messaging tool to families in the school and are regularly updated. Additionally, Electronic signs are an important safety tool in which school staff could broadcast messages to families outside the school in the event of an emergency.

If you have questions concerning this request, please feel free to contact me. Thank you for considering this request and I look forward to hear from you regarding the approval process.

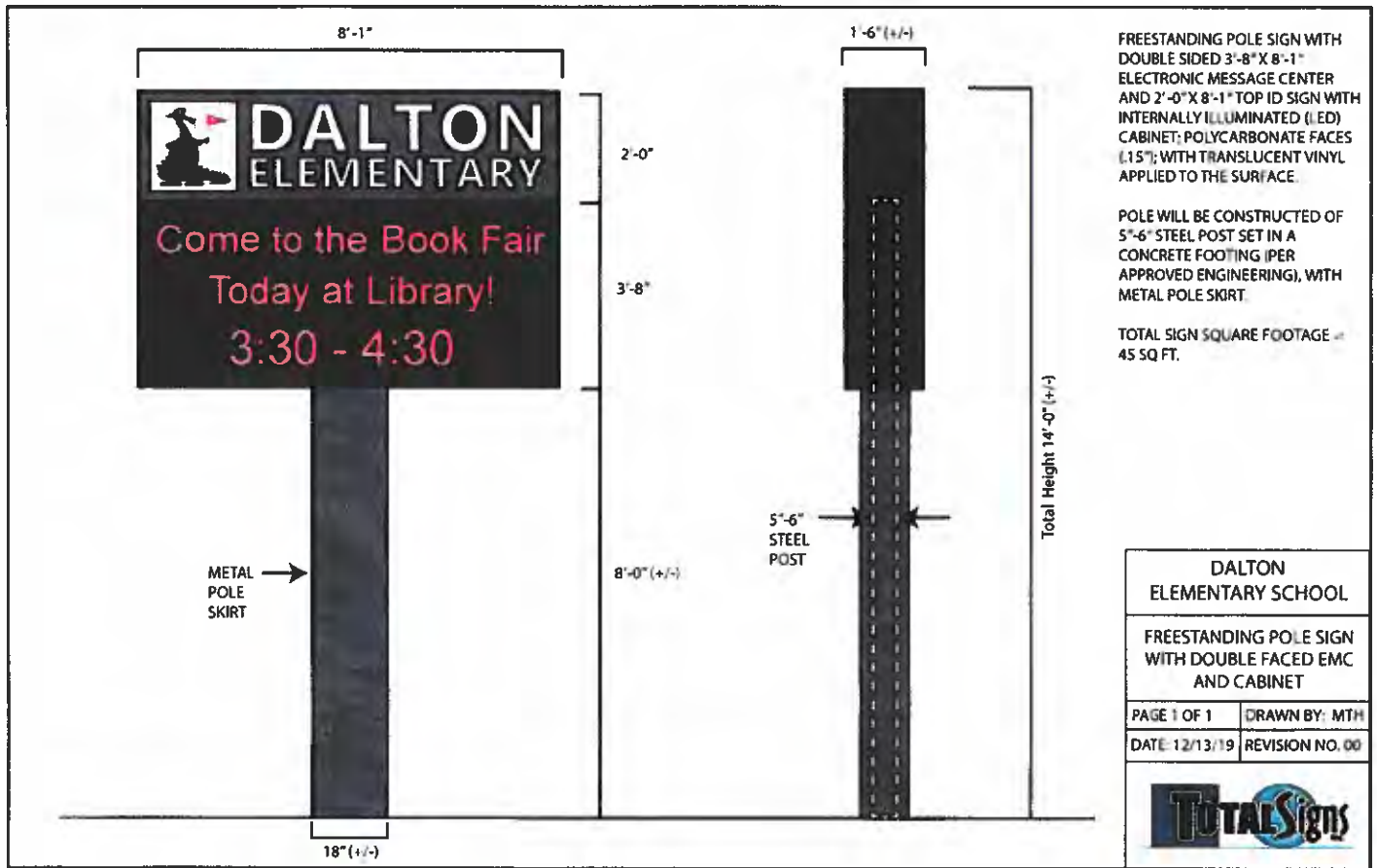
Sincerely,

A handwritten signature in black ink, appearing to read "Michael Westrup".

Michael Westrup
Director of Maintenance
Coeur d'Alene School District
Michael.westrup@cdaschools.org
208-929-1021
208-664-8945 Ext: 11003







DAVENPORT STREET

DALTON CITY MON
FOUND 3/8" REBAR

40' WIDE WATERLINE
EASEMENT

30'
R.O.W.

N00°15'39"E
206.2

HANLEY AVENUE

375.6

S88°15'24"E
148.5

S88°50'21"E
216.7

S88°53'13"E

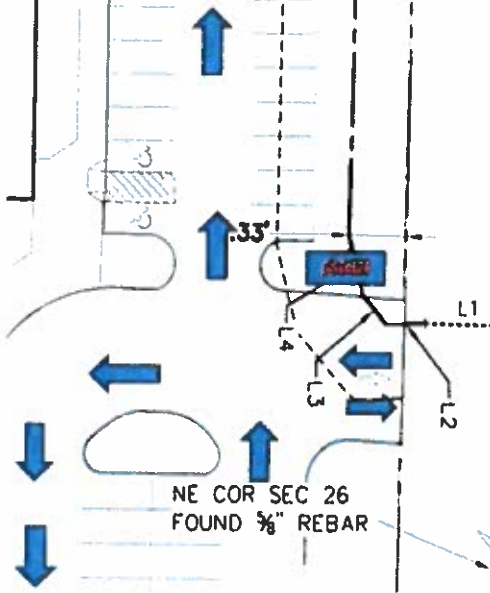
662.5

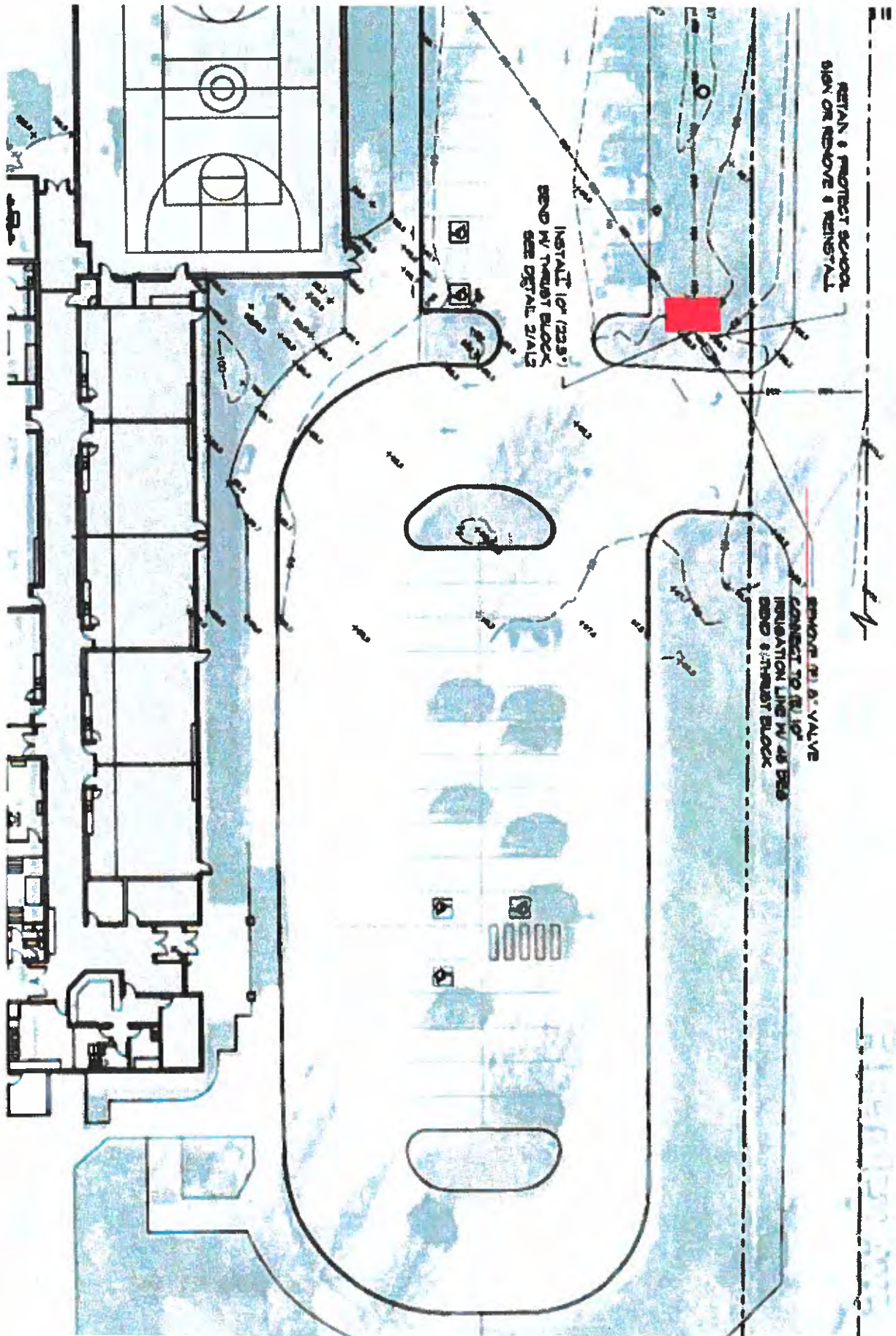
DALTON
ELEMENTARY
SCHOOL

Line Table

Line #	Length	Direction
L1	24.0	N1°06'47"E
L2	11.4	S1°35'42"E
L3	9.9	S49°02'26"W
L4	16.4	S75°36'10"W
L5	30.9	N46°01'20"E
L6	27.9	N42°13'19"W
L7	26.2	S85°08'21"E
L8	17.6	N55°15'46"E

NE COR SEC 26
FOUND 3/8" REBAR





RETAIN & PROTECT SCHOOL SIGN ON REMOVE & REINS^TALL

INSTALL 10" (225") SAND W/ TRINITY BLOCK SEE DETAIL 2/ALD

REMOVE 21" 3" VALVE
CONNECT TO 10" IRRIGATION LINE W/ 48 FEET SAND & TRINITY BLOCK

2/10/15



COUGAR PRIDE
CANFIELD

CANFIELD MIDDLE SCHOOL

Hayden Page Murphy's
Fundraiser - 2023

DAKTRONICS

GALAXY

COUGAR PRIDE
CANFIELD

- Thank you to our generous sponsors:
- The Mearns Family
 - Theberness Printing
 - The Beer Family
 - The Murphy Family
 - The Carole Family
 - The Oshman Family
 - The Langford Family
 - The O'Brien Family
 - The Lewis Family
 - The Hawk Family
 - The McLaughlin Family
 - The Yelton Family

SCHOOL

PATHWAY
ON
SHOULDER
BY
PUSHED
VEHICLES

Recorded at the Request of
(when recorded return to):

Michael R. Chapman
Attorney at Law
PO Box 1600
Coeur d'Alene, ID 83816

TEMPORARY EASEMENT AGREEMENT

This Temporary Easement Agreement is entered into and made effective by and between CITY OF DALTON GARDENS, an Idaho municipality, whose address is 6360 N. 4th Street, Dalton Gardens, ID 83815 (hereinafter referred to as "DALTON GARDENS") and ISAAC and KYELI REINERT, whose address is 6039 18th Street, Dalton Gardens, ID 83815 (hereinafter collectively referred to as "REINERT").

RECITALS:

- A. REINERT is the owner of real property located on 18th Street in the City of Dalton Gardens more particularly described as follows:

Lot 1, Block 1, CANFIELD MEADOWS FIRST ADDITION, according to the plat filed in Book "G" of Plats, at Pages 157 and 157A, records of Kootenai County, Idaho.

("REINERT Parcel")

- B. The CANFIELD MEADOWS FIRST ADDITION plat was recorded in Kootenai County in 1994 at Book G, page 157-157A and dedicated a "Temporary 60 Ft. Radius Cul-De-Sac" (hereinafter referred to as the "Cul-De-Sac") to DALTON GARDEN, a portion of which lies on the REINERT Parcel.
- C. During subsequent construction and build out of the subdivision, only the half of the Cul-De-Sac in front of the REINERT Parcel was constructed and used for vehicle turnaround. The half of the Cul-De-Sac on the opposite side of the road was either never constructed or was subsequently filled in with permanent landscaping and is not being used for vehicle turnaround.
- D. The REINERTS desire that DALTON GARDENS vacate the Cul-De-Sac in front of their parcel.

- E. In exchange for the vacation of the Cul-De-Sac temporary easement, DALTON GARDENS desires an easement for vehicle turnaround upon the terms and conditions as more fully set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, DALTON GARDENS and REINERT hereby agree as follows:

1. GRANT OF EASEMENT. REINERT does hereby grant, sell, and convey unto DALTON GARDENS, a temporary easement limited to vehicle turnaround use in the area more fully identified and described in the attached Exhibit "A" (hereinafter referred to as "Easement Area"). REINERT agrees not to erect any improvements or other facilities in the Easement Area which may impair any vehicle's ability to enter the Easement Area for the limited purpose of turning around on 18th Street. The parties expressly agree that this grant of easement shall be limited to vehicle turnaround use only and shall in no way interfere with REINERT'S use and enjoyment of their property. Furthermore, nothing herein shall be construed to grant DALTON GARDENS or the public in general any right to use the Easement Area for parking or storage absent the prior, express consent of REINERT.

a. PUBLIC BENEFIT. The parties expressly agree that the temporary, limited easement granted herein is for the benefit of the public at large including, but not limited to, emergency vehicle access. As such, members of the general public shall have the absolute right to enter the Easement Area for the limited purpose of turning a vehicle around on 18th Street.

b. SIGNAGE. REINERT, at their own cost and expense, agrees to erect and maintain a sign located at the entrance of the Easement Area and facing 18th Street which states "Turn Around Area—No Parking" with a depiction of the turnaround configuration. The City shall review and approve the sign design, size and location prior to installation.

c. MAINTENANCE. Except as set forth in paragraph 1.e, below, REINERT, at their own cost and expense, shall be responsible for normal maintenance and improvement of the Easement Area in a useable, neat and uniform manner.

d. LIABILITY. REINERT, together with their successors and assigns, during the term of this Easement Agreement, shall indemnify and hold harmless DALTON GARDENS together with their employees, agents, and members of the general public against any claim for damage or injury to person or property which occurs, or is alleged to have occurred, during the course of a vehicle using the Easement Area to turnaround on 18th Street or during Snow Removal/Storage as set forth below. Further, REINERT agrees to indemnify and hold harmless DALTON GARDENS from any damage or claim for damage to the Easement Area as a result of use as a turnaround area.

This shall include any judgment, settlement and costs of defense, including legal fees and disbursements.

e. **SNOW REMOVAL/STORAGE.** The parties agree that DALTON GARDENS, at its own cost and expense and by and through its employees or authorized agents, shall be responsible for snow removal in the Easement Area. DALTON GARDENS shall be authorized to store snow from the Easement Area in a ten foot wide area immediately next to the Easement Area ("Snow Storage Area"). Nothing herein shall be construed as expanding DALTON GARDENS or the public's limited vehicle turnaround easement into the Snow Storage Area.

f. **TERM OF EASEMENT AGREEMENT-TEMPORARY.** The parties expressly agree that the purpose of this Easement is to provide a turnaround point for vehicles traveling along 18th Street which, at the time of this Agreement, is currently a dead-end road. The term of this Easement Agreement shall expire if and when 18th Street becomes a public road, easement, right of way from Hanley Avenue to Dalton Avenue or DALTON GARDENS constructs a public parking/turnaround area on 18th Street which would negate the necessity for this Agreement. DALTON GARDENS makes no representations or warranties as to the length or timing of the term of this Easement Agreement. However, DALTON GARDENS agrees to execute and record a termination of this Easement Agreement if and when 18th Street becomes a public road, right of way, or easement from Hanley Avenue to Dalton Avenue or constructs a public parking/turnaround area on 18th Street.

2. **VACATION OF TEMPORARY CUL-DE-SAC.** In consideration for the grant of limited easement herein, DALTON GARDENS agrees to record, at REINERT's cost and expense, a document vacating half of the "Temporary 60 Ft. Radius Cul-De-Sac" in front of the REINERT Parcel which was dedicated as road right of way to DALTON GARDENS as depicted on the Canfield Meadows First Addition, Book G, Pages 157-157A. The vacation area of the road right of way is more fully identified in the attached Exhibit "B". Upon recording the vacation with the Kootenai County Recorder's Office, REINERT, at its own cost and expense, shall be allowed to construct any and all improvements therein provided they comply with all local, state and federal ordinances.

3. **GENERAL PROVISIONS.**

a. **EXHIBITS.** Each and every Exhibit hereto is by this reference incorporated herein and made a part of hereof.

b. **ENTIRE AGREEMENT.** This Temporary Easement Agreement and the documents delivered pursuant hereto constitute the entire agreement and understanding between the parties, and supersede any prior agreement and understanding relating to the subject matter hereof. Neither party shall be bound by any terms, conditions, statements or representations, oral or written, not herein contained. Each party hereby acknowledges that in executing this Temporary Easement Agreement it has not been induced, persuaded or motivated by any promise or representation made by the other party, unless expressly

set forth herein. All previous negotiations, statements and preliminary instruments by the parties or their representatives are merged in this instrument.

c. **MODIFICATION.** No modification of this Temporary Easement Agreement shall be valid or binding unless such modification is in writing, duly dated, signed by all parties, and recorded with the Kootenai County Recorder's Office.

d. **EXECUTE DOCUMENTS.** The parties hereby agree to execute, and record where appropriate, any and all documents necessary to effectuate this transaction.

e. **BINDING EFFECT.** This Temporary Easement Agreement shall inure to the benefit of and shall be binding upon not only the parties hereto, but also upon their respective heirs, successors and assigns.

f. **GOVERNING LAW.** This Temporary Easement Agreement shall be construed in accordance with the laws of the State of Idaho. Venue for any suit in equity or action at law relating to this Temporary Easement Agreement shall lie in the District Court for the First Judicial District of the State of Idaho, in and for the County of Kootenai.

DATED this ___ day of _____, 2021.

CITY OF DALTON GARDENS

Dan Edwards, Mayor

ATTEST:

Valerie Anderson, City Clerk

DATED this ___ day of _____, 2021.

Isaac Reinert

Kyeli Reinert

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 2021, before me, a Notary Public, personally appeared Dan Edwards and Valerie Anderson known to me to be the Mayor and City Clerk, respectively, of the City of Dalton Gardens that executed the foregoing instrument and acknowledged to me that said City of Dalton Gardens executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary for the State of Idaho
Residing at: _____
Commission Expires: _____

STATE OF IDAHO)
) ss.
COUNTY OF KOOTENAI)

On this ____ day of _____, 2021, before me, a Notary Public in and for the state of Idaho, personally appeared Isaac Reinert and Kyeli Reinert, known or identified to me to be the Grantors of the Easement Area, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary for the State of Idaho
Residing at: _____
Commission Expires: _____

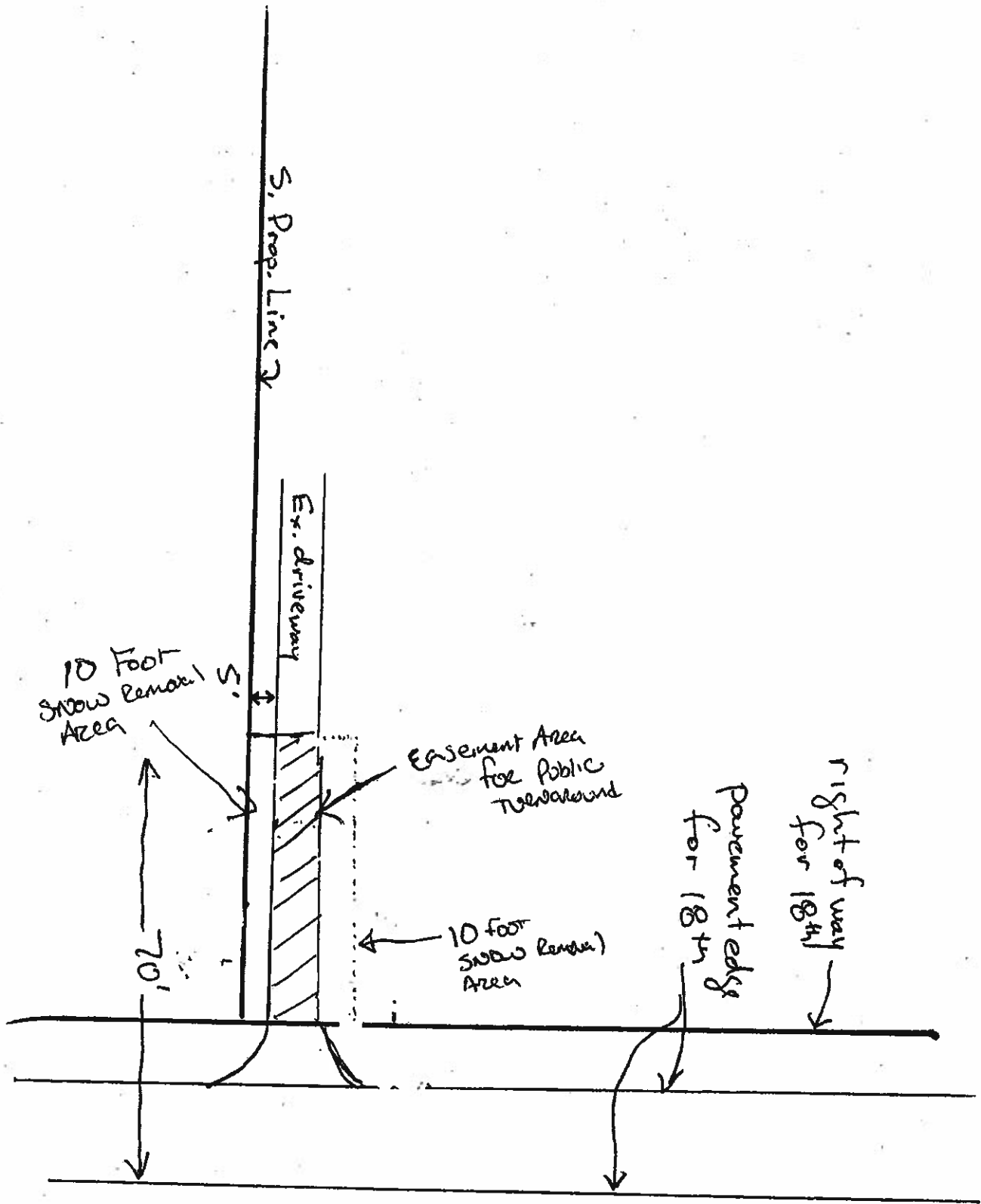
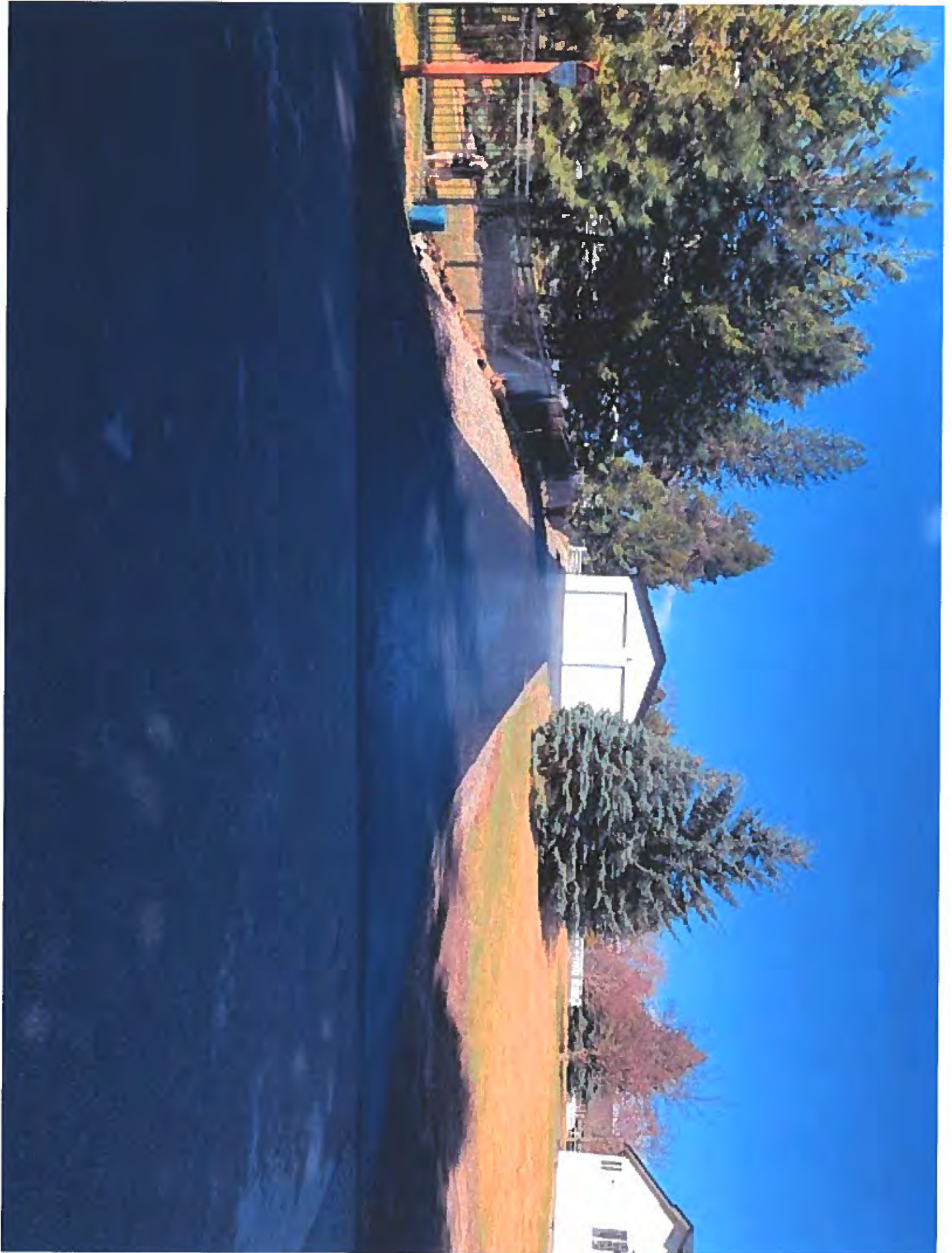


Exhibit A















City of Dalton Gardens - Fee Schedule

REVISED April 14, 2021

Building Permit Fees Based on Valuation – Table 1

Total Valuation	Fee
\$1.00 to \$2,000.00	\$99.00
\$2,001.00 to \$25,000.00	\$99.00 for 1 st \$2,000 + \$14.00/ea. add'l \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$421.00 for 1 st \$25,000 + \$10.00/ea. add'l \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$671.00 for first \$50,000 + \$7.00/ea. add'l \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1021.00 for 1 st \$100,000.00 + \$5.60/ea. add'l \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,261.00 for 1 st \$500,000.00 + \$4.75/ea. add'l \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,636.00 for 1 st \$1,000,000.00 + \$3.65/ea. add'l \$1,000.00 or fraction thereof.

Building Valuation – Unless a per square foot or per unit price is specified in the “building valuation data based on local information” below, building and structural valuations, for fee purposes, shall be set by the Building Official based on the most current building valuation data sheet published by the International Code Council. This data sheet is updated regularly.

Building Valuation Data based on local information

Single Family Residential – values per square foot	
Addition	\$80.39
Finished Basement	\$80.39
Unfinished Basement	\$53.59
Complete Unfinished Basement	\$27.00
Interior Remodel	\$20.00
Residential Garage – Attached/Detached	\$36.55
Carport / Lean to	\$18.00
Enclose Existing Carport	\$8.00

Pole Building	\$24.00
Deck	\$12.00
Deck with Cover	\$20.00
Patio/Deck Cover Only	\$18.00
Enclosed Deck/Patio w/Cover	\$30.00
Commercial and other Non-Residential	
Interior Remodel	20% of Sq. Ft. Construction Cost
Miscellaneous Fees – residential and non-residential	
Change out windows, install egress windows	Use Table 1 with Contract Price, or based on number of inspections required (whichever is greater)
Swimming Pools	Use Table 1 at \$9.00 Per Cubic Ft. or Contract Price (whichever is less)
Siding	\$99.00 per inspection
Moving	\$99.00
Re-roof (overlay or tear-off)	\$200.00 plus \$99.00 per inspection if more than 2 inspections are required
Re-roof (with new rafters or trusses)	Use Table 1 at \$8.40 per sq. ft. plus plan check fee
Foundation (if done separate from permit for upper structure)	10% of Building Permit
All other building permits	Use Table 1 and building valuation data sheet
Fence permit (fence up to 6 ft in height)	\$60.00
Fence over 6' in height (requires building permit)	Minimum \$99.00, Use Table 1 with Contract Price
Sign Permit	\$300.00 (includes permit and zoning review)
Re-inspection or special inspection	\$99.00 per inspection
Inspections for which no fee is specifically indicated (Building or Mechanical)	\$99.00 per inspection
Plan Review Fee	\$180.00 (to be paid at time of permit application)
Additional building plan review required by changes, additions or revisions to plan	\$180.00
For use of outside consultants for plan checking and inspections or both (other than KCFR)	Actual Cost plus 20% for admin.
Permit fee when work is started prior to obtaining permit	Double the permit fee (not including plan check and admin fees)

Building Code Appeals – Uniform Codes

IBC, IRC, ICC Codes, etc.	\$225.00
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NOTE: This does not apply to appeals involving construction of low and moderate income housing as the same is defined by the State of Idaho and the U.S. Dept. of Housing and Urban Development.

Demolition Permits

Demolition	\$99.00
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Manufactured Home/Setting Permit

Permit Fee	\$200.00/Section + Plan Check Fee
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Mechanical Permits

Permit fee based on number of mechanical inspections required	\$99.00 per inspection
HVAC System Plan Review, New Construction - Residential	\$200.00
HVAC System Plan Review, New Construction – Commercial	\$300.00

Code Enforcement

First compliance inspection	\$0.00
Second or subsequent inspections	\$150.00
Rescind notice to title	\$250.00

Engineering

All engineering expenses	Actual cost plus 20% for Administration
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Streets / Encroachments

Encroachment within right of way – installation of utilities or other improvement (traffic obstructions, landscaping, utilities, etc.)	\$100.00 plus cost of city engineer
Encroachment with pavement cut	\$200.00 plus cost of city engineer
Special load limit permit (overweight vehicle)	\$50.00 per vehicle per round trip plus cost of city engineer, if required

Municipal Services

Photocopies – over 100 pages	\$.05/page
Labor Costs	Actual labor costs associated with locating and copying documents (over 2 hours)
Copy of records onto a flash drive	\$10.00 or actual cost whichever is lower
Non-sufficient fund returned check fee	\$30.00
Outsourced copying – documents that cannot be copied at City Hall	Actual cost from vendor plus staff time at \$40/hour

Business Licenses

Initial Application	\$50.00 (per Code Section 3-1-4)
Annual Renewal	\$50.00 (per Code Section 3-1-4)
Door To Door Solicitation License	\$100.00
Pawnbroker license	\$100.00 plus the cost of criminal history check (in addition to standard business license)
New home-based business license	\$25.00
Annual for renewal of home –based license	\$25.00
License or renewal for retail sale of alcohol (all types)	In accordance with State law
Assignment/transfer of license to sell alcohol	In accordance with State law

City Facility reservations

City Hall – reservation fee (resident of Dalton Gardens)	\$ 25.00 per day/evening
City Hall – reservation fee (non-resident of Dalton Gardens)	\$200.00 per day/evening
City Hall – Cleaning / damage deposit (to be refunded in full if no damage occurs and no cleanup is required)	\$250.00
City Hall – Staff time (if required to monitor event or open/close building, required for non-resident use)	\$45.00 per hour
Ward Newcomb Park – gazebo reservation fee (resident of Dalton Gardens)	\$25.00 per day/evening
Ward Newcomb Park – gazebo reservation fee (non-resident)	\$200.00 per day/evening
Ward Newcomb Park – Cleaning / damage deposit (to be refunded in full if no damage occurs and no cleanup is required)	\$350.00
Horse Complex – reservation fee (resident of Dalton Gardens)	\$25.00 per day
Horse Complex – reservation fee (non-resident)	\$200.00 per day
Horse Complex – cleaning / damage deposit (to be refunded in full if no damage occurs and no cleanup is required)	\$350.00

Public assembly

Public assembly permit (for groups of 50 or larger)	\$200.00 (plus applicable reservation fee and cleaning/damage deposit as listed above)
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Planning & Zoning Design Review Fees

Site Disturbance permit review (stand-alone permit)	\$80.00 plus the cost of the city engineer if required
Site Disturbance plan re-review (of revised submittal)	\$55.00
Residential building permits – zoning and design standard review	\$55.00
Commercial building permit - zoning, site disturbance, landscaping, parking	\$400.00
Commercial building permit - review of revised site, landscaping, parking, etc.	\$100.00 for each additional review
Commercial building permit – no new parking, landscaping or site dist. improvements req'd	\$80.00
Commercial project review meeting	\$300.00
Special inspection by city planner	\$100.00

Zoning & Annexation Administration Fees

Administrative Appeal/ request for reconsideration	\$300.00
Comprehensive Plan Amendment	\$1000.00
Special Use Permit Request	\$600.00
Variance Request	\$600.00
Zone Change	\$1000.00
Annexation Request with initial zoning	\$500.00 plus the cost of city attorney, engineer, planner or other consultants (\$1,500 deposit required at time of application in addition to application fee)
Substantial amendments to applications and/or resubmittals	½ of original fee
Plat or right of way vacation	\$600.00
De-annexation Request	\$600.00
Municipal Code text amendment	\$500.00 plus the cost of city attorney, engineer, planner or other consultants (\$1,500 deposit required at time of application in addition to application fee)
Subdivision Request (preliminary approval)	\$1200.00
Subdivision Time Extension	\$300.00
Subdivision (final plat approval)	\$600.00
Short Subdivision (1 - 4 lots)	\$1,000.00

Condominium Plat	\$1200.00
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Mailing & Publication Fees

Public Notice Mailings	\$10.00/mailing per parcel requiring notice
Published Notices in local newspaper	Actual cost of notice plus 20% for administration

RESOLUTION NO. 2021-2

A RESOLUTION OF THE CITY OF DALTON GARDENS, KOOTENAI COUNTY, IDAHO ADOPTING FEE SCHEDULE

WHEREAS, the City of Dalton Gardens has reviewed all fees charged for services; and

WHEREAS, the City of Dalton Gardens has determined that periodic revisions to fees may be necessary;

WHEREAS, the City of Dalton Gardens already has fees established for services; and

WHEREAS, the City of Dalton Gardens has determined that the fee schedule be amended to reflect the reasonable cost of providing services; and

WHEREAS, after the properly noticed public hearing on May 6, 2021, held prior to the adoption of this Resolution in accordance with Idaho Code Section 63-1311A, regarding new and increased City fees, it was deemed by the City Council to be in the best interests of the City of Dalton Gardens and the citizens thereof that the fee schedule be amended to include the new and increased fees which were addressed in the public hearing.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and City Council of the City of Dalton Gardens, Idaho that the following fee schedule, attached hereto as Exhibit 1, which reflects the new and amended fees; and the existing fees that have not been amended, be adopted effective the 6th day of May, 2021.

City staff is directed to take all administrative actions necessary to implement the listing of effective City fees.

Any fee inconsistent with the provisions of the Resolution is hereby repealed or superseded to the extent of such inconsistency, as appropriate.

This revised fee schedule shall be effective beginning May 6, 2021 unless the authorized date is otherwise indicated in the Resolution and shall remain in force and effect until revised by subsequent Resolutions of the City Council.

DATED this ___ day of May, 2021.

Dan Edwards, Mayor

ATTEST:

Teresa Janzen, Deputy City Clerk



Estimate

Asphalt Pros USA
 3350 N Old Atlas Rd
 Coeur d'Alene, ID 83814
 Office Phone: (208)719-0722
 john@asphaltprosusa.com

Estimate Number: E210405255
Estimate Date: 04/05/2021
Payment Terms: Due upon completion
Estimate Amount: 4,510.00
Created By: John Kramer

Bill To
 City Of Dalton Gardens
 6360 N Fourth St
 Dalton Gardens, ID 83815

Ship To
 Crack Sealing

Item #	Item Name	Quantity	Unit Price	Taxable	Total
1999	Aqua Cir Seal cracks and patch seams totaling an estimated 2900'	1.00	1,595.00		1,595.00
1970	Hanley from 15th to 18th Seal cracks and patch seams totaling an estimated 1600'	1.00	880.00		880.00
1972	16th from Dalton - Woodland Seal cracks and patch seams totaling an estimated 1800'	1.00	990.00		990.00
1969	Woodland from 16th to 15th Seal cracks and patch seams totaling an estimated 825'	1.00	453.75		453.75
1971	Canfield from Gov't to Rude Seal cracks and patch seams totaling an estimated 475'	1.00	261.25		261.25
1973	Canfield from 15th to 16th Seal cracks and patch seams totaling an estimated 600' (must be well swept before hand)	1.00	330.00		330.00

Comments:

Subtotal: \$ 4,510.00
Estimate Amount \$ 4,510.00

Perfection, cleanliness and punctuality are our number one goals.

Acceptance of Proposal:

This Proposal/Contract ("Contract") shall be binding only when signed by an authorized representative from Asphalt Pros USA LLC, herein referred to as "Contractor", and by you or an authorized representative from your firm, herein after referred to as "Customer". This Contract constitutes the entire agreement between the parties, there being no covenant, promise and/or agreement, written or oral, except as expressly set forth and memorialized herein.

Subject to any applicable exclusions, the prices set forth within the estimate are guaranteed for 15 days and shall immediately and automatically expire after such 15 day period.

PAYMENT TERMS: Payment due upon completion. Late payments on completed work are subject to 1.5 percent interest per month (18% per annum) after 30 days of invoice date. Payments by credit card shall be subject to an additional 3.5% card processing fee. In the event that Contractor is required to pursue collection of any past due amounts, Customer agrees to pay reasonable attorney's fees and any other collection costs incurred by Contractor. If Contractor does not receive full payment (including aforementioned late charges) within sixty (60) days from final invoice date, any warranty provided for herein shall terminate and be of no further force or effect.

EXCLUSIONS: The following items are excluded from the price set forth in the estimate and any costs or expenses resulting therefrom or otherwise related thereto shall be the Customer's sole obligation: permits, fees, bonds, testing, engineering/surveying, rock excavation, subgrade prep, traffic control, inspections, utility adjustments, staking, prime coat, joint sealants, unsuitable material, hazardous materials, biological growth remediation, prevailing wages, performance bonds, payment bonds and/or unforeseen conditions. Exclusions apply unless specified otherwise in Estimate line items.

SITE CONDITIONS: The Customer represents and is solely responsible for making sure that all site conditions are in proper order for Contractor to perform their work and will maintain safe access to the worksite at all times. If, in the course of performing the scope of work, Contractor is impeded by site conditions caused by Customer or others, Contractor shall notify the Customer of such conditions and the Customer shall take immediate actions to correct any/all site problems, at Customer's sole expense.

CHANGE ORDERS: Extras and/or change orders will be performed on a time and material or negotiated basis. All change orders must be in writing. Contractor's standard change order forms with all included mark-ups will be used and when signed by the Customer, superintendent, foreman or any other agent, or employee on behalf of the Customer, will be deemed acceptable by the Customer and represented as a legitimate and binding extra to the Contract.

HAZARDOUS MATERIALS: Contractor specifically disclaims any liability and/or responsibility for any existing or future hazardous materials on the property and/or hazardous material violations pursuant to any Federal, State and/or Municipal ordinance and/or common law tort/contract theory regarding and/or any amendments and/or change orders.

WEATHER CONDITIONS: Per the National Asphalt & Paving Association (NAPA) specifications temperature must be 50 degrees for a 24 hour period and rising for installation of surface material and 39 degrees and rising for base asphalt installations. Contractor will not proceed with installations or applications outside of these conditions unless specifically directed by customer/contractor, who agrees to waive any and all warranty obligations relating to failures of asphalt or asphalt products in both appearance and structure.

PERMITS: The Customer agrees to obtain and assume the costs for all required permits necessary for performance of the work. Customer further agrees that any/all utilities, such as utility lines, manholes, gas lines, poles, etc. shall be on approved grade and alignment and properly staked prior to the performance of work. Customer shall be solely responsible for securing and paying for all engineering reports and/or land surveys, and establishing and clearly defining, all areas of Customer's property to be surfaced. Customer shall be solely responsible for securing all permits, licenses and surveys prior to the commencement of said work, and releases Contractor from any/all liabilities resulting in delays or failure to secure necessary documents. Furthermore, any nonspecific utilities ("house utilities") located on the job site such as, house lights, underground cables, traffic sensors, or any other sub-surface utilities not listed with any utility based organization, is the responsibility of the Customer and Contractor is not responsible for any damage to these items. Furthermore, Customer agrees to correct any problems to these "house utilities" at Customer's expense and will do so in a timely manner so as to avoid a schedule delay. Contractor is not responsible for any design or engineering of the site conditions.

MOBILIZATIONS: Additional mobilizations required due to unforeseen conditions, or delays outside of Contractor's control, shall result in additional charges to the Customer.

DAMAGES: Contractor must be notified in writing of any alleged damage(s) to existing items within 48 hours of

occurrence. If Contractor is not notified within 48 hours, it is agreed that Contractor will not be responsible for nor will Contractor suffer any back charge(s) from Customer regarding the alleged damage. Contractor is not responsible for damage(s) due to strikes, fires, accidents, acts of God or any other causes beyond Contractor control. If Contractor is delayed at any time by an act, breach or neglect as a result of the Customer or Customer's Agent, or from an employee of either, or by a separate contractor engaged by the Customer, or by changes in the work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond Contractor' control, then the Approximate Date of Completion shall be extended by a reasonable period of time to reflect the time Contractor was so delayed. It is also understood that Contractor may use heavy trucks and equipment in the performance of the work. Contractor is not responsible for damage(s) to asphalt or concrete due to the use of these vehicles during performance on the construction site(s).

LIMITATION OF LIABILITY: To the fullest extent permitted by law, the total liability, in the aggregate, of Contractor to Customer and/or anyone claiming by, through, or under Customer for any claims, losses, costs, and/or damages of any nature whatsoever arising out of, resulting from, or in any way related to this Contract and under any legal theory or cause of action, shall not exceed the total compensation received by Contractor hereunder. In no event shall contractor be liable for any form of special, incidental, indirect, collateral, consequential, punitive, or exemplary damages.

COMMENCEMENT OF WORK: Customer agrees to notify Contractor at least twenty-four (24) hours prior to the scheduled time for commencement of the work if the work cannot be commenced at the scheduled time.

CHANGES TO PLANS: This Contract is based on plans and/or specifications given to the Contractor. Any subsequent changes in the plans, which in our opinion affect the contract price, will be invoiced to the Customer as an extra to the Contract at prices to be negotiated. The Customer shall notify Contractor immediately of any such changes. All change orders must be in writing.

SCHEDULING: Contractor requires a minimum of five (5) working days to schedule said work.

REMEDIES: In addition to any and all other rights a party may have available according to law of the State of Idaho, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving said notice shall have 14 days from the effective date of said notice to cure the default(s) or begin substantial completion if completion cannot be made in 14 days. Unless waived by a party providing notice, the failure to cure or begin curing, the default(s) within such time period shall result in the automatic termination of this Contract.

INDEMNIFICATION: Unless caused by Contractor's gross negligence or intentional misconduct, Customer shall protect, defend, indemnify, and hold Contractor harmless from any and all costs, damages, expenses, suits, or other causes of action or proceedings relating to, or otherwise resulting from, Contractor's provision or products, materials, and/or services hereunder. **FORCE MAJEURE:** If performance of this Contract or any obligation thereunder is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, but not be limited to, acts of God, fire, explosion, vandalism, storm, casualty, illness, injury, general unavailability of materials or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, pandemics, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

WARRANTY: Contractor warrants to Customer that all products and materials furnished under this Contract shall be of good quality and that all work under this agreement shall be performed in a good and workmanlike manner. **WITH THE EXCEPTION OF THE FORGOING EXPRESS WARRANTY, CONTRACTOR MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute arising out of or relating to this agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute or is unavailable, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law, including filing suit.

ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other contract or agreement whether oral or written concerning the subject matter of this agreement. Any amendments must be in writing and signed by each party. This agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY: If any provision of this agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT: This agreement may be modified or amended in writing, if the writing is signed by each party hereto.

GOVERNING LAW: This agreement shall be construed, interpreted, and enforced in accordance with, and governed by, the laws of the State of Idaho, without regard to any choice of law provisions of Idaho or any other jurisdiction.

WAIVER OF CONTRACTUAL RIGHT: The failure of either party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES: This agreement shall be signed by Customer and Asphalt Pros USA LLC, and shall be effective as of the date of the last party to sign below.

Customer:

Signature: _____ Date: _____

Printed Name: _____

Contractor:

Asphalt Pros USA LLC
Contractor's License: RCE 45003

Signature: _____ Date: _____

Officer: _____

PSP Enterprises, Inc

PO Box 2074
Hayden, ID. 83835

Proposal

Date	Proposal #
3/16/2021	2628

Phone/Fax: 208-772-8418 www.pspsealandsupply.com
Please call first to let us know you are faxing.
Thank you.

Name / Address	
City of Dalton Gardens. 6360 N. Fourth Street Dalton Gardens, ID 83815	
Phone #	
Customer...	

Ship To

Terms	Due Date	Rep
	3/16/2021	BM

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Qty	Item	Description	Cost	Total
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on Aqua Circle. 1600 LF	800.00	800.00
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on Hanley from 15th to 18th. 500LF	250.00	250.00
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on 16th Street. 1100 LF	550.00	550.00
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on Woodland Street. 400LF	200.00	200.00
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on Canfield from Gov't Way to Rude Street. 500LF	250.00	250.00
Total				

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Respectfully Submitted: Brad Mahoney
PSP Enterprises

Signature _____

*There will be a \$30.00 NSF fee on any returned checks.
*All proposals are subject to change in 30 days of proposal date.
*Please sign proposal and return by fax or mail ASAP to guarantee price and to be added to the schedule. Office and Fax # is 772-8418. Please call first to confirm fax.

Acceptance of Proposal
The above prices, specification and conditions are satisfactory and are hereby accepted. Please sign and email to bmahoney@pspsalandsupply.com. All work is to be paid for upon completion.

Fax number is 208-772-8418.

Signature _____

Signature _____

Date of Acceptance: _____

PSP Enterprises, Inc

PO Box 2074
Hayden, ID. 83835

Proposal

Date	Proposal #
3/16/2021	2628

Phone/Fax: 208-772-8418 www.pspsealandsupply.com
Please call first to let us know you are faxing.
Thank you.

Name / Address	
City of Dalton Gardens. 6360 N. Fourth Street Dalton Gardens, ID 83815	
Phone #	
Customer...	

Ship To

Terms	Due Date	Rep
	3/16/2021	BM

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Qty	Item	Description	Cost	Total
1	Crack Sealing	Clean and seal cracks with hot pour rubberized crack sealer on Canfield from 15th to 16th street. 600LF	300.00	300.00
Total				\$2,350.00

All material is guaranteed to be as specified and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of:

Respectfully Submitted: Brad Mahoney
PSP Enterprises

Signature _____

*There will be a \$30.00 NSF fee on any returned checks.
*All proposals are subject to change in 30 days of proposal date.
*Please sign proposal and return by fax or mail ASAP to guarantee price and to be added to the schedule. Office and Fax # is 772-8418. Please call first to confirm fax.

Acceptance of Proposal
The above prices, specification and conditions are satisfactory and are hereby accepted. Please sign and email to bmahoney@pspealandsupply.com. All work is to be paid for upon completion.

Fax number is 208-772-8418.

Signature _____

Signature _____

Date of Acceptance: _____

Dalton Gardens Horse Complex Use Restrictions and Reservation Policy

Draft April 5, 2021

Reservations

The Dalton Gardens Horse Complex reservations are made on a first-come, first-served basis, up to one year in advance of the event. The arena will be closed to the general public during any said reservation. Reservation shall require approval of a reservation application filed with the City Clerk, along with the required reservation fee, at least 5 business days prior to the proposed use date. Reservations are non-transferable. The City may also require a refundable cleaning / damage deposit, to be returned in full if no clean-up or repairs are required to be completed by the City after the event.

If the event will result in attendance of 50 or more persons, an event permit (in accordance with City Code Title 3, Chapter 7) shall be required prior to acceptance of the reservation.

Cancellations of reservations may occur at any time prior to the event. The reservation fee shall be non-refundable, regardless of the timing of the cancellation. No refunds or credits will be given if inclement weather conditions prevent use of the facility.

Rules for use of the facility

Arena must be left in the same or better condition than existed before any event or use of the facility. Any clean-up work or repairs by the City will be charged against the cleaning / damage deposit. If the cleaning / damage deposit does not cover the cost of cleaning or repairs, the person or entity that made the reservation shall be liable to pay the balance of the costs.

The use of any City facility shall be at your own risk. The City of Dalton Gardens does not assume any liability or responsibility for injury or for any loss, theft or damage to personal items.

The applicant is responsible for the behavior of all guests attending the event.

Vehicle parking is limited to designated parking areas only. Driving on the lawn area is prohibited.

The riding arena and round pen facilities are open from 7:00 a.m. to sunset (City Code Section 9-2-1 A.). Special exceptions may be granted by the City Council.

Leashed dogs are allowed at the arena, dogs must remain under control of the owner. The owner is responsible for cleaning up after the dog. Dogs are not allowed in horse arenas.

Alert those in the arena when you enter or leave. All manure is to be picked up and removed from the premises.

Sitting on the gates or fencing is not allowed. Gates are to remain closed at all times.

Horses are not allowed on the grass areas, except when necessary to get to a gate. Horses are allowed on the path along the outside perimeter of the arena complex.

Children under age 18 must wear a helmet when mounted. Helmets are recommended for all riders when mounted. Adult supervision is recommended for children under the age of 18.

No smoking is allowed on City property.

No alcohol is allowed at the riding arena facility, including the picnic gazebo, unless a permit is granted by City Council, in accordance with City Code Section 9-2-1 B.

Glass containers are prohibited.

The applicant is responsible for removal of all garbage, trash and litter created by the event.

Decoration or signage is allowed, and must be removed promptly after the event.

Music or noise must be kept at a reasonable level not to disturb other park patrons and neighbors.

No overnight camping is allowed.

Open fires, explosives and fireworks are prohibited.

Vegetation and landscaping rocks may not be disturbed or removed.

Picnic tables must be left on the concrete pad.

For-profit activities are not permitted.

Vandalism or destruction of City property is a crime and violators will be prosecuted.

Ward Newcomb Memorial Park Use Restrictions and Reservation Policy

Draft April 5, 2021

Reservations

Reservations for the Ward Newcomb Memorial Park are made on a first-come, first-served basis, up to one year in advance of the event. For events that are anticipated to have more than 25 participants, the Park will not remain open to the general public during any said reservation. The picnic shelter or the lawn area, or both, are available for reservation.

Reservation shall require approval of a reservation application filed with the City Clerk, along with the required reservation fee, at least 5 business days prior to the proposed use date.

Reservations are non-transferable. The City may also require a refundable cleaning / damage deposit, to be returned in full if no clean-up or repairs are required to be completed by the City after the event.

If the event will result in attendance of 50 or more persons, an event permit (in accordance with City Code Title 3, Chapter 7) shall be required prior to acceptance of the reservation.

Vendors may be allowed at the Park with approval of an event permit.

Cancellations of reservations may occur at any time prior to the event. The reservation fee shall be non-refundable, regardless of the timing of the cancellation. No refunds or credits will be given if inclement weather conditions prevent use of the facility.

Rules for use of the facility

The Park must be left in the same or better condition than existed before any event or use of the facility. Any clean-up work or repairs by the City will be charged against the cleaning / damage deposit. If the cleaning / damage deposit does not cover the cost of cleaning or repairs, the person or entity that made the reservation shall be liable to pay the balance of the costs.

The use of any City facility shall be at your own risk. The City of Dalton Gardens does not assume any liability or responsibility for injury or for any loss, theft or damage to personal items.

The applicant is responsible for the behavior of all guests attending the event.

Within one week of an event for which a reservation has been approved by the City, the applicant may place an 8.5" x 11" sign at the gazebo that indicates the date, time, and name of the party holding the reservation. The sign shall be placed in the holder provided by the City.

Vehicle parking is limited to the adjacent parking area only. Driving on the lawn area is prohibited.

The Park is open from 7:00 a.m. to 10:00 p.m.

Animals are generally prohibited at the Park, except for certified service animals. Dogs may be permitted in designated areas for special events with special permission from the City Council. (City Code Section 9-2-1 C.)

Smoking is allowed in the designated area only.

No alcohol is allowed at the Park, including the picnic shelter, unless a permit is granted by City Council, in accordance with City Code Section 9-2-1 B.

Glass containers are prohibited.

The applicant is responsible for removal of all garbage, trash and litter created by the event.

Decoration or signage is allowed with approval by the City, and must be removed promptly after the event.

Music or noise must be kept at a reasonable level not to disturb other park patrons and neighbors.

No overnight camping is allowed.

Open fires, explosives and fireworks are prohibited.

Vegetation and landscaping rocks may not be disturbed or removed.

Picnic tables must be left on the concrete pad.

Access for other park visitors must not be restricted.

Vandalism or destruction of City property is a crime and violators will be prosecuted.

Dalton Gardens City Hall Use Restrictions and Reservation Policy

Draft April 5, 2021

Reservations

The meeting rooms at Dalton Gardens City Hall may be reserved for use up to one year prior to an event. Reservations are made on a first-come, first-served basis. During regular business hours, City Hall will remain open to the general public during any said reservation. The Council chamber and the basement, or both, are available for reservation. Reservation shall require approval of a reservation application filed with the City Clerk, along with the required reservation fee, at least 5 business days prior to the proposed use date. Reservations are non-transferable. The City may also require a refundable cleaning / damage deposit, to be returned in full if no clean-up or repairs are required to be completed by the City after the event. The City may also require that the party responsible for the reservation reimburse the City for staff time (as overtime) for staff to be present during non-business hours.

Cancellations of reservations may occur at any time prior to the event. The reservation fee shall be non-refundable, regardless of the timing of the cancellation. No refunds or credits will be given if inclement weather conditions prevent use of the facility. The City may cancel the reservation with no notice if the City needs to use the facility for City business (all reservation fees will be returned in such a circumstance).

Rules for use of the facility

City Hall must be left in the same or better condition than existed before any event or use of the facility. Any clean-up work or repairs by the City will be charged against the cleaning / damage deposit. If the cleaning / damage deposit does not cover the cost of cleaning or repairs, the person or entity that made the reservation shall be liable to pay the balance of the costs.

The use of any City facility shall be at your own risk. The City of Dalton Gardens does not assume any liability or responsibility for injury or for any loss, theft or damage to personal items.

The applicant is responsible for the behavior of all guests attending the event.

Vehicle parking is limited to the adjacent parking area only.

No smoking is allowed on City property.

No alcohol is allowed at City Hall.

For-profit activities are not permitted.

Users shall comply with posted fire-code capacities.

RESOLUTION NO. 2021-01
A RESOLUTION OF THE CITY OF DALTON GARDENS AUTHORIZING THE
ADOPTION OF THE
KOOTENAI COUNTY MULTI-JURISDICTIONAL ALL-HAZARD PLAN
UPDATE

WHEREAS, all of Kootenai County has exposure to natural hazards that increase the risk to life, property, environment and the County’s economy; and

WHEREAS, pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre- and post- disaster hazard mitigation programs; and

WHEREAS, a coalition of Kootenai County, Cities, Towns and Special Purpose Districts with like planning objectives has been formed to pool resources and create consistent mitigation strategies within the Kootenai County Planning area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising strategy;

NOW, THEREFORE, BE IT RESOLVED that the City of Dalton Gardens:

- 1.) Adopts in its entirety, Volume 1 and the introduction, chapter 4 of the City of Dalton Gardens jurisdictional annex, and the appendices of Volume II of the 2020 Kootenai County Multi-Jurisdictional All Hazard Mitigation Plan, Planning Partner Annexes, hereafter “HMP”.
- 2.) Will use the adopted and approved portions of the HMP to guide pre- and post-disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the HMP with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the Steering Committee and continue to participate in the Planning Partnership as described by the HMP.
- 5.) Will help to promote and support the mitigation successes of all HMP Planning Partners.

Upon a motion to adopt the text of the foregoing Resolution made by Councilman _____, seconded by Councilman _____, the following vote was recorded:

Councilwoman Chase:
Councilman O'Brien:
Councilman Wuest:
Councilman Craft:

Upon said roll call, this Resolution was duly enacted as a Resolution of the City Council of the City of Dalton Gardens, Idaho, on the 6th day of May, 2021.

Dan Edwards, Mayor

Attest:

Jessica Hutson, City Clerk

BEFORE THE CITY COUNCIL, CITY OF DALTON GARDENS, IDAHO
Order of Decision

**IN THE MATTER OF THE APPLICATION
OF MIKE WHITE REQUEST FOR
RECONSIDERATION OF THE DENIAL
OF HIS APPEAL OF THE DENIAL OF A
CERTIFICATE OF OCCUPANCY FOR
A NEW RESIDENCE**

**COURSE OF PROCEEDINGS,
FINDINGS OF FACT, APPLICABLE
LEGAL STANDARDS, ANALYSIS,
CONCLUSIONS OF LAW AND
DECISION**

I. BACKGROUND/COURSE OF PROCEEDINGS

- 1.01 The full Background and Course of Proceedings was set forth in the November 9, 2020 Order of Decision and is incorporated herein.
- 1.02 On November 23, 2020, Mike White, through his attorney Paul Daugharty, filed a Request for Reconsideration with the City Clerk requesting reconsideration of the Dalton Gardens City Council's Written Decision denying his appeal seeking to overturn denial of certificate of occupancy ("CO") entered by the City on November 9, 2020.
- 1.03 The Request for Reconsideration was timely filed.
- 1.03 The City of Dalton Gardens set the matter for consideration by the City Council on April 1, 2021, at 6:00 o'clock p.m. At the appointed time, the matter was taken up by the Dalton Gardens City Council for deliberations at a properly noticed public meeting. A public hearing was not had on the matter and no additional evidence or testimony was taken beyond the Request for Reconsideration.
- 1.04 The Motion for Reconsideration was before the City Council at the appointed time and was evaluated in accordance with City Code 1-11-1. Neither Mr. White nor his attorney were present for the meeting.

II. FINDINGS OF FACT

- 2.01 The Findings of Fact as set forth in the November 9, 2020 Order of Decision in 2.01- 2.05 are incorporated herein.

III. APPLICABLE LEGAL STANDARDS

- 3.01 Dalton Gardens Municipal Code Section 1-11-1, as amended by Ordinance 264, classifies this as a request for reconsideration of an appeal of an administrative determination. The code requires that requests for reconsideration must be filed within a reasonable time not to exceed 14 days from the date of signing of the final decision. The Section also sets forth the procedures for Council's review and consideration of a petition for reconsideration.

- 3.02 Dalton Gardens Municipal Code, Section 1-10-1 defines the role of the planning administrator, as follows:
“A. The planning administrator is a person designated by the city with the authority to conduct long and short range planning activities, including, but not limited to, comprehensive planning, assisting the public in understanding the applicability and requirements of this code, reviewing permit applications, site plans, stormwater applications and plans, interpreting this code and approving or disapproving such applications, and preparing reports on zoning applications.

B. The planning administrator assists the clerk, commission and city council in setting meeting agendas and providing proper notice of public hearings required by this code, issuing orders and certificates of compliance based on site inspections, enforcing the provisions of permits, licenses and development agreements and assisting the code enforcement officer to investigate and resolve possible violations of this code.”
- 3.03 Dalton Gardens Municipal Code, Section 4-1-1 defines the role of the city building official as follows: “The building official shall have the power and responsibility to render interpretations of the adopted codes and enforce rules and supplemental regulations in order to clarify the application of their provisions.”
- 3.04 Dalton Gardens Municipal Code, Section 4-1-5(B)(3) provides, in relevant part: “A decision to issue a permit or certificate may be made if the council finds from the record developed in the case that the applicant has complied with all ordinances of Dalton Gardens or any state laws for which Dalton Gardens has enforcement responsibility. The requested permit or certificate shall be withheld if the record provides evidence that a city ordinance or applicable state law is violated if the permit or certificate were issued.”
- 3.05 Dalton Gardens Municipal Code, Section 5-1-4 provides a definition of Accessory Living Unit, as follows: “A building or portion(s) of a building, located on the same lot, but separate from the principal dwelling with habitable space and any combination of sink, toilet, kitchen, or bathing facility that could enable the residential occupation of the structure or portion of the structure. A garage, shop or storage building with a toilet and a sink shall not be considered an accessory living unit.”
- 3.06 Dalton Gardens Municipal Code, Section 5-5-1 lists the allowed uses in the Residential zone. That list includes the following: “The usual accessory buildings commonly appurtenant to a single-family dwelling. No accessory buildings are allowed without a primary single-family dwelling already constructed on site (except as permitted by special use permit). Accessory living units are prohibited. No cooking and/or bathing facilities are allowed in accessory buildings. Toilets and sinks are allowed in accessory buildings.”
- 3.07 Dalton Gardens Municipal Code, Section 7-4-1 provides limitations regarding the use of subsurface sewage disposal systems, including the following: “A. Residential units shall not exceed one single-family dwelling per acre. Accessory living units are prohibited. An "accessory living unit" is considered above and beyond a single-family dwelling and is defined as a building or portion(s) of a building, located on the same lot, but separate from

the principal dwelling, with habitable space. "Habitable space" is defined as any enclosed area with cooking and bathing facilities. Toilets and sinks are allowed in accessory structures."

IV. ANALYSIS

- 4.01 During review of the Request for Reconsideration of the denial of Mr. White's appeal, the City Council deliberated on the matter to determine if the previous decision should be affirmed, reversed, or modified. In evaluating the Request for Reconsideration, the City Council reviewed Order of Decision on the Appeal, the Request for Reconsideration, and heard a review of the factual background and proceedings to determine if there were any deficiencies in the Order of Decision, either factual, procedural or legal, or in any other matter that impacted the validity of the Order of Decision. The determination of the City Council was based upon the Request for Reconsideration, the Order of Decision, and the record created in the underlying matter.
- 4.02 At the commencement of its review of the Request for Reconsideration, the City Council was apprised of the applicable legal standards by City Attorney, Caitlin Kling. City Planner, Rand Wichman, presented a synopsis of the factual and procedural processes that transpired in the denial of the CO, up to and including the final Order of Decision entered on November 9, 2020. Additionally, Mr. Wichman reviewed the attempts to inspect the premises for removal of the ALU, as offered by Mr. White and his attorney.
- 4.03 The City Council reviewed the two arguments advanced in the Request for Reconsideration. First, Mr. White argues that the Request for Reconsideration should be denied because at the start of the hearing on Mr. White's Appeal, Mayor Edwards failed to ask Council if anyone had any discussions between themselves or any other person, which violated Mr. White's due process rights to a fair and impartial hearing. Second, Mr. White argues that the Order of Decision was arbitrary, capricious and an abuse of discretion.
- 4.04 On the two arguments raised in the Request for Reconsideration, Ms. Kling commented that Mr. White has made no showing that the Mayor or Council did in fact have *ex parte* communication or were biased towards Mr. White in violation of his right to a fair and impartial tribunal and hearing. Additionally, Ms. Kling noted that the City Code, in 5-1-4, 5-5-1, and 7-4-1, expressly prohibits anyone from having an ALU. Further, the City's Sewage Management Plan with Panhandle Health District expressly prohibits ALUs within the City. The CO was not issued for Mr. White's residence because the property did not comply with City Code, and a CO will not be issued while violations exist on the property.
- 4.05 The City Council concurred that Mr. White has made no showing of any impropriety with the Appeal hearing, and the City Council's decision that the Planning Administrator/Building Official did not improperly deny the CO was supported by City Code and the City's Sewage Management Plan.

V. CONCLUSION OF LAW

5.01 Based upon a review of the Request for Reconsideration, the facts in the record, the City Planner and City Attorney's representation, and the application of the applicable legal standards to the facts it is the finding of the Dalton Gardens City Council that there were no errors made in the Order of Decision or the process leading to the decision, either factual, procedural or legal, or in any other matter that impacted the validity of the Order of Decision.

VI. DECISION BY CITY COUNCIL

NOW, THEREFORE, it is the finding of the Dalton Gardens City Council that the in the matter of Mr. White's Request for Reconsideration of the denial of his appeal, the City Council affirms its decision entered on November 9, 2020, to deny the appeal of the denial of a CO for Mr. White's new residence.

Pursuant to City Code 1-11-1(D), the applicant may seek judicial review of this decision.

Dan Edwards, Mayor

Date: _____

ATTEST:

Jessica Hutson, City Clerk

Date: _____

CITY OF DALTON GARDENS, IDAHO

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY OF DALTON GARDENS, A MUNICIPAL CORPORATION OF THE STATE OF IDAHO; AMENDING TITLE 3, CHAPTER 7 TO REPEAL AND REPLACE THE EXISTING PROVISIONS FOR PARADES, PUBLIC EVENTS AND ASSEMBLY, PROVIDING SEVERABILITY, REPEALING CONFLICTING PROVISIONS, AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF DALTON GARDENS, IDAHO:

SECTION 1: AMENDMENTS TO TITLE 3, CHAPTER 7

REPLACE THE EXISTING CHAPTER WITH THE FOLLOWING:

PUBLIC EVENTS AND ASSEMBLY

3-7-1: Definitions

3-7-2: Permit Required

3-7-3: Exceptions to Permit Requirement

3-7-4: Application and Proper Notice

3-7-5: Contents of Permit Application

3-7-6: Application Fee

3-7-7: Standards for Issuance

3-7-8: Notice of Determination of Application

3-7-9: Conditional Approval

3-7-10: Appeal Procedure

3-7-11: Duties of Permittee

3-7-12: Time, Place and Manner Restrictions

3-7-13: Violation; Penalties

3-7-14: Emergency Cancellation; Termination

3-7-1: DEFINITIONS:

The following words and phrases when used in this chapter shall have the meanings set out in this section:

APPLICANT: Any person applying for a "permit" as defined herein. The true applicant for any such permit shall be the sponsoring entity whether such sponsoring entity is an individual person, a corporation, a partnership or other legal entity of any type.

CITY CLERK: The clerk of the city or the clerk's authorized designee.

EVENT: A gathering or meeting of 50 or more people with or without vendors, including weddings, birthdays, reunions, and class reunions.

FIRE DEPARTMENT: Kootenai County Fire and Rescue.

PARADE: Any dash, demonstration, march, marathon, meeting, motorcade, parade, procession, race, rally, or like activity consisting of multiple persons, animals, or vehicles or a combination thereof within the city with an intent of attracting public attention or achieving some other expressive purpose which might interfere with or has the potential to interfere with the normal flow or regulation of traffic upon the streets.

PERMIT: The permit as required by this chapter for a "parade", "public assembly" or "event" as defined herein. An approved application will serve as the permit.

PERMITTEE: Any person, firm, partnership, association, corporation, company or organization of any kind granted a permit for an activity regulated by this chapter.

PERSON: Any person, firm, partnership, association, corporation, company or organization of any kind.

PUBLIC ASSEMBLY: Any meeting, demonstration, rally or gathering of 50 or more persons for a common purpose as a result of prior planning that interferes with or has a tendency to interfere with the normal flow or regulation of pedestrian or vehicular traffic or occupies any street or other public property managed by the city of Dalton Gardens, including parks.

SHERIFF: The Kootenai County sheriff or the sheriff's authorized designee.

SIDEWALK: Any area or way set aside or open to the general public for purpose of pedestrian traffic, whether or not it is paved.

STREET: Any place or way set aside or open to the general public for primary purposes of vehicular traffic, including any berm or shoulder, parkway, right of way, or median strip thereof.

3-7-2: PARADES PROHIBITED

Parades, as defined in this chapter, are prohibited within the City of Dalton Gardens.

3-7-3: PERMIT REQUIRED:

No person shall engage in, participate in, or conduct any "public assembly" or "event" as defined by this chapter unless a permit has been issued by the city clerk for the date and location involved.

3-7-4: EXCEPTIONS TO PERMIT REQUIREMENT:

This chapter shall not apply to the following:

- A. Funeral processions;
- B. Government agencies acting within the scope of their function;
- C. Regular park usage by family, charitable, fraternal or other groups in the ordinary traditional use of the park, when the anticipated number of participants is less than fifty (50) where no vendors are present;
- D. Community block watch events that are organized and working with Kootenai County Sheriff's Office or city government;
- E. Students going to and from classes or participating in educational activities, provided such conduct is under the immediate direction and supervision of the proper school authorities;
- F. Lawful activities occurring within the right of way of the city of Dalton Gardens.
- G. Other activities sponsored by the city of Dalton Gardens in its municipal capacity or in conjunction with other government agencies.

3-7-5: APPLICATION AND PROPER NOTICE:

A person seeking an event permit shall obtain an application form and file a completed application with the city clerk on forms provided.

An application for a permit shall be filed with the city clerk as soon as the applicant knows sufficient information to complete an application and at least thirty (30) days and not more than one year before an event or public assembly is proposed to commence. The time frame set forth herein may be waived in the discretion of the city clerk for good cause and upon a finding that such waiver would not compromise the ability of the city to prepare for the activity for which the permit is requested.

Good cause may be shown when the event or public assembly is related to an unanticipated or recently announced or occurring event and the application for permit can be processed in compliance with the provisions of this chapter in sufficient time to allow the event to proceed as scheduled without causing fiscal or operational hardship to the city's operations.

This section is subject to amendment or replacement at any time, and any application for an event or public assembly permit shall be issued pursuant to the ordinance in effect at the time of application, but conduct during the event or public assembly shall be governed by standards of behavior legally required at the time the event occurs.

3-7-6: CONTENTS OF PERMIT APPLICATION:

Each permit application shall state at least the following, and the applicant shall adhere to and be bound by any commitments made in an application submittal:

A. The full name, street address, telephone number, e-mail address, and facsimile number, if any, of the person or organization sponsoring the event or public assembly;

B. The name, street address, telephone number, e-mail address, and facsimile number, if any, of the person in charge of the event or public assembly;

C. The date when the event or public assembly is to be conducted;

D. The name of the event or public assembly, if any;

E. The time the event or public assembly will begin to form, and the expected duration of the event or public assembly;

F. The place of the event or public assembly;

G. The approximate number of participants, not including spectators, who will participate in the event or public assembly and the maximum number who will be allowed to participate;

H. The prior event or public assembly history of the applicant within Dalton Gardens, or the state of Idaho history if no Dalton Gardens history exists, including the number of permits previously applied for;

I. A thoroughly documented plan for controlling disorderly or violent conduct if such might reasonably be expected, a plan for maintaining traffic flow to residential and commercial properties, and other establishments, a plan for sanitary and medical facilities, and for cleanup;

M. Attach the required certificate of insurance, if applicable, as set forth elsewhere within this chapter;

N. Identify any requested exception from any requirement established by this chapter premised upon the unique circumstances associated with the event or public assembly for which application has been made;

O. Any other information required by the city clerk or sheriff to enable them to understand the impacts of the proposed event or public assembly.

3-7-7: APPLICATION FEE:

A nonrefundable application fee in an amount set by resolution of the city council to cover the expenses incident to processing the application for an event or public assembly permit shall be paid to the city clerk at the time of filing of the application. This fee is not refundable unless the application is withdrawn on the same date it is submitted.

3-7-8: STANDARDS FOR ISSUANCE:

A. Statement Of Purpose: The purpose of these regulations is to set forth the standards of issuance for an event or public assembly permit. It is further the purpose of these regulations to:

1. Assure that emergency services such as police, fire, and ambulance services are available for an event or public assembly taking place within the corporate limits of the city of Dalton Gardens; and

2. Assure that emergency services such as police, fire, and ambulance services are not unreasonably inhibited in their ability to travel on and to cross public streets or property used by events or public assembly; and

3. Assure that private business activities in Dalton Gardens are not unreasonably impacted by events or public assembly; and

4. Assure that traffic on public streets is not unreasonably disturbed or disrupted by events or public assembly; and

5. Assure that public safety can be maintained; and

6. Assure that public property can be protected from harm.

B. Permit Issuance: Only one event or public assembly permit will be granted for the same calendar day unless absolute assurance can be provided that the permitted events will not conflict and that public service obligations will not exceed the fiscal and operational limits of city personnel. The city clerk shall issue the permit on a first come, first served basis. Except for the city and other public agencies, individual persons/organizations/corporations shall be limited to one event or public assembly per month. Prior to issuance of the permit for any group over 50 people where vendors will be present for a public event or public assembly, the applicant shall provide a certificate of liability insurance in an amount not less than five hundred thousand dollars (\$500,000.00). Private events such as weddings, birthdays or family reunions shall not be required to provide insurance.

C. Health District Requirement: No permit shall be granted unless the applicant obtains the approval of Panhandle Health District indicating that the applicants for the permit have complied with the health requirements of such district for like or similar facilities. Such approval shall include the type and adequacy of water supply to be provided, the type and adequacy of toilet, waste collection and washing facilities to be provided, and if there is food or drink served on the premises, the type and adequacy of food and drink preparation, and food and drink service facilities to be provided.

D. Application Form; Approval: Affected city departments, if any, may request such information from the applicant as necessary to demonstrate compliance with applicable

provisions of law. Information may be requested on the permit application form, through written instructions communicated from the city clerk, or through written or oral inquiries addressed to the applicant by any designated city staff member. The time for considering the permit may be extended by the time taken by the applicant in responding satisfactorily to any inquiry, not to exceed five (5) business days.

E. Discrimination Prohibited: There shall be no discrimination in granting, denying, or conditionally granting permits under this chapter based upon statutorily protected or constitutionally guaranteed individual rights.

F. Permit Denial: The city clerk may deny a permit if the applicant or the person on whose behalf the application is made has on prior occasions made material misrepresentations regarding the nature or scope of an event or public assembly previously permitted or has violated the terms of prior permits issued to or on behalf of the applicant; or if the applicant or the person on whose behalf the application was made has on prior occasions damaged city property and not paid in full for such damage.

G. Additional Reasons For Denial; Halting Of Event: A permit may be denied where the city clerk, upon the advice of the City Council, sheriff, or fire department determines that the event or public assembly would unreasonably disrupt traffic or public services or where there is clear and convincing evidence that the applicant, not opponents of the applicant, intends to engage in violence and that the time, place, and manner of the event cannot be adjusted such that the city will be able to control such potential violence without injury to bystanders, participants, or police. An event or public assembly may be halted by the sheriff or fire department if at any time participants fail to conform to the permit or if an imminent risk of violence arises in the course of the event or public assembly. No application for a permit shall issue if the applicant fails to demonstrate compliance with all applicable provisions of law, including the requirements of this chapter.

3-7-9: NOTICE OF DETERMINATION OF APPLICATION:

The city clerk shall act upon the application for a permit promptly after the filing thereof accompanied by the applicant's submission of complete information. The clerk shall make a reasonable effort to notify the applicant, by facsimile, personal service, or certified mail, of any notice of denial or conditional approval and the reason(s) for denial or conditions as soon as practical upon the clerk's decision. Such decision shall be made with a promptness adequate to allow an opportunity for appeal pursuant to provisions of this chapter.

3-7-10: CONDITIONAL APPROVAL:

The city clerk may authorize the conduct of the event or public assembly requiring a permit at a date, time, place, or in a manner different from that named by the applicant and may tender a conditional permit setting forth proposed modified terms which differ from those set forth in the application. An applicant desiring to accept a conditional permit shall, within five (5) days after notice of the action of the city clerk, file a written notice of acceptance with the city clerk. If the applicant fails to provide written notice of acceptance of the conditional permit within the time prescribed, the event or public assembly shall not be held.

3-7-11: APPEAL PROCEDURE:

Any applicant shall have the right to appeal the clerk's denial of a permit or imposition of conditions to the city council. The denied applicant must make any appeal within forty eight (48) hours after receipt of the denial or conditional approval from the city clerk by filing a written notice of appeal with the city clerk setting out the reasons therefor in writing. The city council will hear the appeal at a regular or special meeting, when available, and reach a determination prior to the planned date and time of the event or public assembly, and in each instance no more than ten (10) business days after the date the notice of appeal is filed with the city clerk unless a quorum of the city council cannot be obtained.

3-7-12: DUTIES OF PERMITTEE:

A permittee hereunder shall comply with all permit conditions, the City's facility use policies and with all federal, state and local laws.

The following shall be attached to the application for the event or public assembly:

A. Approval of the Panhandle Health District indicating that the applicant has met all of the health requirements of the district for like or similar facilities.

B. A performance bond may be required to guarantee damage repair to any structure within the public right of way or other public property, if in the opinion of the city clerk the nature of the activity is likely to cause damage to city property.

3-7-13: TIME, PLACE, AND MANNER RESTRICTIONS:

The following prohibitions and regulations shall apply to activities requiring a permit:

A. It shall be unlawful for any person in charge of, or responsible for the conduct of, a duly permitted activity requiring a permit to knowingly fail to comply with any condition of the permit.

B. No permit shall be issued for an event or public assembly to commence before seven o'clock (7:00) A.M. All events and public assemblies shall terminate prior to eleven o'clock (11:00) P.M.

C. All participants shall assemble for the event or public assembly at the time and location designated in the permit and shall disperse from public property after the conclusion of the event or public assembly.

D. Event or assembly organizers shall assure to the satisfaction of the sheriff: 1) do not intend to engage in violence or other unlawful conduct, and 2) do not intend to incite others to do so.

E. The permit may limit or condition the number of participants, the length of the event, the time and location of the event, or the manner of the event where necessary to prevent violence; to avoid serious inconvenience to those needing access to commercial or public services; to avoid interference with movement of police or fire vehicles or ambulances and where such limitations or conditions provide ample opportunity for exercise of constitutionally protected rights.

F. The permit may require that the applicant provide water supply and/or toilet, waste collection and washing facilities for participants and attendees of the event or public assembly. Permittee is required to work with the health district if additional portable facilities are required.

3-7-14: VIOLATION; PENALTIES:

Any person who violates or fails to comply with any of the provisions of this chapter or who, having obtained a permit hereunder, fails to comply with the conditions set forth in the approved permit is guilty of a misdemeanor and, upon conviction thereof, shall be subject to penalty as provided in subsection 1-4-1A of this code.

3-7-15: EMERGENCY CANCELLATION; TERMINATION:

Notwithstanding issuance of a permit pursuant to provisions of this chapter, the mayor is authorized to revoke an event or public assembly permit if the mayor determines, based upon competent evidence, that the conduct of the event or public assembly would bring about violence which would, with reasonable certainty, result in injury to the public or to public safety personnel or which would result in damage to private property. Any such cancellation shall be communicated to the sponsor/applicant as soon as possible after such determination has been made.

SECTION 2. SEVERABILITY.

If any provision of this chapter, or its application to any person or circumstances, be declared unconstitutional or invalid for any reason by a Court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter or the application of the provisions to other persons or circumstances.

Nothing in this chapter shall be construed as preventing the adoption of more restrictive provisions set forth in other sections of the Dalton Gardens Municipal Code. The more restrictive provisions of the code shall control.

SECTION 3. REPEAL OF CONFLICTING PROVISIONS.

All provisions of the ordinances of the City of Dalton Gardens which conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 4. EFFECTIVE DATE.

Upon passage and approval and publication in one (1) issue of the Coeur d'Alene Press, the official newspaper of the City of Dalton Gardens, Idaho, this Ordinance shall be in full force and effect.

PASSED under suspension of the rules at which a roll call vote was taken at regular meeting of the city council of the City of Dalton Gardens, Kootenai County, Idaho, this _____ day of _____, 2021.

ATTEST:

DAN EDWARDS, Mayor

JESSICA HUTSON, Clerk



CITY OF DALTON GARDENS CONFERENCE PROPOSAL

Estimated Cost for Conference Attendance
Conferences are required to obtain idCMC

Item	Cost	Frequency
AIC Annual Conference	\$560.00*	Summer in Boise
ICCTFOA Institute	\$560.00*	Fall in Boise
Lodging Expense	\$1,360.00	Summer/ Fall
Meals Expense	\$300.00	Summer/ Fall
Travel Expense	\$500.00	Summer/ Fall
Subtotal	\$3,280.00	Per Employee to attend yearly conferences

*Reduction of \$245 per Conference if Registered Early

Potential Annual Reduction in Cost

Scholarship	Award
AIC	\$500.00
ICCTFOA Institute	\$150.00
Early Registration	\$490.00